

AICPA Group Variable Universal Life for Members



PROSPECTUS – MAY 1, 2022

GROUP VARIABLE UNIVERSAL LIFE INSURANCE

**The Prudential Variable Contract Account GI-2
The Prudential Insurance Company of America**

**AICPA Group Variable Universal Life Prospectus
(For Certificates effective on or after 1/1/2009 and before 1/1/2020)**

Prospectuses for the Variable Investment Options:

AllianceBernstein

DWS

Lazard

Prudential

T. Rowe Price

To receive your prospectuses online,
go to www.prudential.com/gulgvul, or scan the
code below.



**Stop getting this
booklet in the mail.**

**Join the e-Movement.
Start e-Delivery Today.**



PROSPECTUS

May 1, 2022

For Certificates effective on or after 01/01/2009 and before 1/1/2020

AICPA Group Variable Universal Life for Members

A FLEXIBLE PREMIUM GROUP VARIABLE UNIVERSAL LIFE CONTRACT ISSUED BY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

PRUDENTIAL VARIABLE CONTRACT ACCOUNT GI-2

751 BROAD STREET

NEWARK, NEW JERSEY 07102

TELEPHONE: (800) 562-9874

The AICPA Group Variable Universal Life for Members Certificate is offered under Contract Series 89759, subject to state availability. A state and/or other code may follow the form number. Your Contract's form number is located in the lower left-hand corner of each page of your Certificate.

This prospectus describes a flexible premium variable universal life insurance contract, the Group Variable Universal Life Contract offered by The Prudential Insurance Company of America, a stock life insurance company, to the Eligible Group Members of the AICPA and/or a State Society of CPAs. This prospectus does not take into account the investment objectives or financial situation of any client or prospective clients. The information is not intended as investment advice and is not a recommendation about managing or investing finances in a variable insurance product. Clients seeking information regarding their particular investment needs should contact a financial professional.

Please read this prospectus before purchasing a Group Variable Universal Life Certificate and keep it for future reference. Capitalized terms used in this prospectus are defined where first used or in the [GLOSSARY: Definitions Of Special Terms Used In This Prospectus](#).

You (the "Participant") may choose to invest your Certificate's contributions and its earnings in one or more of 13 Variable Investment Options of the Prudential Variable Contract Account GI-2 (the "Account"). The Account offers a wide variety of Variable Investment Options from the firms listed below. A complete list of the available Funds can be found in [APPENDIX A](#).

AB Variable Product Series Fund, Inc.

Lazard Retirement Series, Inc.

T. Rowe Price Equity Series, Inc.

Deutsche DWS Variable Series II

Prudential Series Fund

You may also choose to invest your Certificate's contributions and its earnings in the Fixed Account, which pays a guaranteed interest rate.

If you are a new investor in the Certificate, you may cancel your Certificate within 30 days of receiving it without paying fees or penalties. In some states this cancellation period may be longer. You should review this prospectus and the prospectus supplement, or consult with your investment professional, for additional information about the specific cancellation terms that apply.

In compliance with US law, Prudential delivers this prospectus to Participants that currently reside outside of the United States. In addition, we may not market or offer benefits, features or enhancements to prospective or current Participants while outside of the United States.

Additional information about certain investment products, including variable life insurance, has been prepared by the Securities and Exchange Commission's ("SEC") staff and is available at www.Investor.gov.

Neither the SEC nor any state securities commission has approved or disapproved of these securities or determined that the Group Contract is a good investment, nor has the SEC determined that this prospectus is complete or accurate. It is a criminal offense to state otherwise.

A Group Variable Universal Life Insurance contract is issued by Prudential to a trust, or the group that sponsors the Group Variable Universal Life Insurance program. Investment in a variable life insurance contract is subject to risk, including the possible loss of your money. An investment in Group Variable Universal Life is not a bank deposit and is not insured by the Federal Deposit Insurance Corporation ("FDIC") or any other governmental agency.

TABLE OF CONTENTS

	Page
KEY INFORMATION	1
OVERVIEW OF THE CONTRACT	3
FEE TABLE	5
SUMMARY OF PRINCIPAL RISKS OF INVESTING IN THE CERTIFICATE	7
GENERAL DESCRIPTIONS OF THE PRUDENTIAL INSURANCE COMPANY, THE REGISTRANT, AND THE FUNDS	9
The Prudential Insurance Company of America	9
The Prudential Variable Contract Account GI-2	9
The Funds	9
Service Fees Payable To Prudential	11
Voting Rights	11
Substitution Of Variable Investment Options	11
The Fixed Account	12
CHARGES AND EXPENSES	12
Charge For Taxes Attributable To Premiums	12
Withdrawal Charge	13
Transfer Charge	13
Quarterly Report Charge	13
Cost Of Insurance	13
Charge For Administrative Expenses	14
Account Charge For Variable Investment Options	14
Additional Insurance Benefits Charges	14
Charge For Other Taxes	15
Fund Charges	15
Commissions Paid To Broker-Dealers	15
PERSONS HAVING RIGHTS UNDER THE CONTRACT	15
Group Contract Holder	15
Certificate Holder	15
Applicant Owner	16
Beneficiary	16
OTHER GENERAL CONTRACT PROVISIONS	16
How Prudential Issues Certificates	16
Effective Date Of Insurance	17
Effective Date Of More Favorable Rate Class	17
Maximum Age	17
Canceling the Certificate ("Free Look")	17
Assignment	18
Premium Refunds	18
Suicide Exclusion	18
Incontestability	18
Misstatement Of Age And/Or Gender	18
Termination Of a Group Contract Holder's Participation	18
Participants Who Are No Longer Eligible Group Members	19
Options Upon Termination Of Coverage	19
DEATH BENEFITS	20

When Death Benefit Proceeds Are Paid	20
Amount Of the Death Benefit	20
Adjustment In The Death Benefit	20
Death Claim Settlement Options	21
Changes In Face Amount Of Insurance	22
ADDITIONAL INSURANCE BENEFITS	24
Accelerated Benefit Option	24
Accidental Death and Dismemberment Benefit	25
Extended Death Protection During Total Disability	25
Child Term Benefit	25
PREMIUMS	26
Routine Premium Payments	26
Additional Premium Payments	26
How You Will Pay Premiums	26
Deducting Premiums By Automatic Debit	26
Effect Of Premium Payments On Tax Status	26
Processing and Valuing Transactions	26
Allocation Of Premiums	27
Changing the Allocation Of Future Premium Payments	27
Transfers/Restrictions On Transfers	27
Dollar Cost Averaging	29
CERTIFICATE VALUES	29
Surrender Of A Certificate	29
Cash Surrender Value	29
Withdrawals	30
Payment Of Cash Surrender Value	30
Loans	30
When Proceeds Are Paid	31
LAPSE AND REINSTATEMENT	31
TAXES	32
Treatment As Life Insurance and Investor Control	32
Pre-Death Distributions	33
Income Tax Withholding	34
Other Tax Considerations	34
Federal Income Tax Status Of Amounts Received Under the Certificate	34
Sales Of Issued Life Insurance Policies To Third Parties	34
Company Taxes	35
DISTRIBUTION AND COMPENSATION	35
LEGAL PROCEEDINGS	36
FINANCIAL STATEMENTS	36
ADDITIONAL INFORMATION	37
GLOSSARY: Definitions Of Special Terms Used In This Prospectus	38
APPENDIX A: Funds Available Under the Contract	A-i
APPENDIX B: State Availability Or Variations Of Certain Features	B-i

TABLE OF CONTENTS OF THE FUND PROSPECTUSES

AB Variable Product Series Fund, Inc.:

AB VPS Sustainable International Thematic Portfolio Appendix 1

Deutsche DWS Variable Series II:

DWS Small Mid Cap Value VIP Appendix 2

Lazard Retirement Series, Inc.:

Lazard Retirement Emerging Markets Equity Portfolio Appendix 3

Lazard Retirement International Equity Portfolio Appendix 4

Prudential Series Fund:

PSF PGIM Government Money Market Portfolio Appendix 5

PSF PGIM High Yield Bond Portfolio Appendix 6

PSF PGIM Jennison Focused Blend Portfolio Appendix 7

PSF PGIM Jennison Value Portfolio Appendix 8

PSF Small-Cap Stock Index Portfolio Appendix 9

PSF Stock Index Portfolio Appendix 10

T. Rowe Price Equity Series, Inc.:

T. Rowe Price All-Cap Opportunities Portfolio Appendix 11

T. Rowe Price Mid-Cap Growth Portfolio Appendix 12

T. Rowe Price Moderate Allocation Portfolio Appendix 13

KEY INFORMATION

Important Information You Should Consider About the Contract.

FEES AND EXPENSES							
Charges For Early Withdrawals	We do not deduct a surrender charge for early withdrawals. For more information on withdrawals, please refer to the Withdrawals subsection of this prospectus.						
Transaction Charges	You may be charged for transactions. Such charges include sales charges on premiums paid under the Certificate, administrative charges (to cover local, state and federal taxes), transfer fees, and withdrawal fees. For more information on transaction charges, please refer to the FEE TABLE and CHARGES AND EXPENSES sections of this prospectus.						
Ongoing Fees And Expenses	<p>In addition to transaction charges, an investment in the Certificate is subject to certain ongoing fees and expenses, including such fees and expenses as those covering the cost of insurance under the Certificate and the cost of optional benefits available under the Certificate. Such fees and expenses are set based on either a fixed rate or the characteristics of the insured (e.g., age, gender, and rating classification). Investors should view the data pages of their Certificate for applicable rates.</p> <p>Participants will also bear expenses associated with the Funds under the Certificate, as shown in the following table:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Annual Fee</th> <th style="text-align: center;">Minimum</th> <th style="text-align: center;">Maximum</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Investment options (Fund fees and expenses)</td> <td style="text-align: center;">0.29%</td> <td style="text-align: center;">1.38%</td> </tr> </tbody> </table> <p>For more information on ongoing fees and expenses, please refer to the FEE TABLE and CHARGES AND EXPENSES sections of this prospectus, as well as APPENDIX A, which is part of this prospectus.</p>	Annual Fee	Minimum	Maximum	Investment options (Fund fees and expenses)	0.29%	1.38%
Annual Fee	Minimum	Maximum					
Investment options (Fund fees and expenses)	0.29%	1.38%					
RISKS							
Risk Of Loss	You can lose money by investing in the Certificate. For more information please refer to the SUMMARY OF PRINCIPAL RISKS OF INVESTING IN THE CONTRACT section of this prospectus.						
Not a Short-Term Investment	The Certificate is not a short-term investment and is not appropriate for an investor who needs ready access to cash. The Certificate is designed to provide benefits on a long-term basis. Consequently, you should not use the Certificate as a short-term investment or savings vehicle. Because of the long-term nature of the Certificate, you should consider whether purchasing the Certificate is consistent with the purpose for which it is being considered. For more information please refer to the SUMMARY OF PRINCIPAL RISKS OF INVESTING IN THE CONTRACT section of this prospectus.						
Risks Associated With Investment Options	An investment in the Certificate is subject to the risk of poor investment performance and can vary depending on the performance of the Funds available under the Certificate, each of which has its own unique risks. You should review the Funds' prospectuses before making an investment decision. Fund prospectuses are available at https://www.prudential.com/employers/group-insurance/gvul-funds/ or by calling 800-562-9874. For more information on the Funds, please refer to the SUMMARY OF PRINCIPAL RISKS OF INVESTING IN THE CONTRACT section and the The Funds subsection of this prospectus.						
Insurance Company Risks	An investment in the Certificate is subject to the risks related to Prudential. Any obligations (including under the Fixed Rate Account), guarantees, or benefits are subject to the claims-paying ability of Prudential. More information about Prudential, including its financial strength ratings, is available upon request and at www.investor.prudential.com/ratings . For more information please refer to the GENERAL DESCRIPTIONS OF THE PRUDENTIAL INSURANCE COMPANY, THE REGISTRANT, AND THE FUNDS section of this prospectus.						
Contract Lapse	<p>In general, your Certificate will remain in force as long as the balance in your Certificate Fund (less any Certificate Debt and outstanding charges) is enough to pay the monthly charges when due. If the Certificate Fund balance is not enough, Prudential will send you a notice to tell you that your insurance is going to end, how much you must pay to stop it from ending, and when you must pay. This payment must be received by the end of the grace period, or the Certificate will no longer have any value.</p> <p>You may request reinstatement of a lapsed Certificate any time within three years after the end of the grace period upon the completion of certain conditions, including a premium payment that is at least enough, after deduction of any charges that apply, to pay the monthly charges going forward for two months.</p> <p>For more information please refer to the LAPSE AND REINSTATEMENT section of this prospectus.</p>						

RESTRICTIONS

Investments	<p>You may, up to 20 times each Certificate Year, transfer amounts among investment options. We will accept subsequent transfer requests only if they are in a manner acceptable to us.</p> <p>Transfers may generally be made by U.S. regular mail, fax, or electronically.</p> <p>We reserve the right to remove or substitute Funds as investment options.</p> <p>For more information on investment and transfer restrictions, please refer to the Transfers/Restrictions On Transfers subsection of this prospectus.</p>
Optional Benefits	<p>You may be able to obtain extra benefits, which may require additional charges. These optional insurance benefits are described as "additional insurance benefits" to the Certificate. Additional insurance benefits are generally only available at Certificate issuance, unless noted otherwise.</p> <p>There are limitations of benefits on certain riders for claims due to war or service in the armed forces. We will not pay a benefit on any Accidental Death Benefit type benefit or rider if the death or injury is caused or contributed to by war or act of war, declared or undeclared, including resistance to armed aggression. This restriction includes service in the armed forces of any country at war.</p> <p>Some benefits may depend on the performance of the Certificate Fund. Additional insurance benefits will no longer be available if the Certificate lapses. Some benefits are not available in conjunction with other benefits and other restrictions may apply.</p> <p>Some benefits described in this prospectus may be subject to state variations or may not be available in all states. Please refer to APPENDIX B, which is part of this prospectus, for state availability and a description of all material variations to benefits and features that differ from the description contained in the prospectus.</p> <p>For more information on optional benefits under the Contract, please refer to the ADDITIONAL INSURANCE BENEFITS AVAILABLE UNDER THE CONTRACT section of this prospectus.</p>
TAXES	
Tax Implications	<p>You should consult with a tax professional to determine the tax implications of an investment in and payments received from your Certificate under the Group Contract. Withdrawals will be subject to ordinary income tax, and may be subject to tax penalties. For more information on tax implications relating to Certificate investments, please refer to the TAXES section of this prospectus.</p>
CONFLICTS OF INTEREST	
Investment Professional Compensation	<p>Investment professionals receive compensation for selling the Group Contract and may have a financial incentive to offer or recommend the Contract over another investment. Compensation (commissions, overrides, and any expense reimbursement allowance) is paid to broker-dealers that are registered under the Securities Exchange Act of 1934 and/or entities that are exempt from such registration ("firms"). The individual representative will receive all or a portion of the compensation, depending on the practice of the firm. For more information on investment professional compensation, please refer to the DISTRIBUTION AND COMPENSATION section and the Commissions Paid To Broker-Dealers subsections of this prospectus.</p>
Exchanges	<p>Some investment professionals may have a financial incentive to offer you a policy in place of the one you already own. You should only exchange your policy if you determine after comparing the features, fees, and risks of both policies, that it is preferable to purchase the policy, rather than continue to own your existing policy. For more information on exchanges, please refer to the paragraph titled Replacing Your Life Insurance in the SUMMARY OF PRINCIPAL RISKS OF INVESTING IN THE CONTRACT section of this prospectus.</p>

OVERVIEW OF THE CONTRACT

The following summaries provide a brief overview of the more significant aspects of the Group Contract. We provide more complete and detailed information in the subsequent sections of this prospectus and in the statement of additional information and Certificate.

Brief Description of the Group Variable Universal Life Insurance Contract

This document is a prospectus. It tells you about **Group Variable Universal Life Insurance** (sometimes referred to as "GVUL") contracts offered by The Prudential Insurance Company of America ("Prudential," the "Company," "we," "our," or "us") for insurance programs that are sponsored by groups. We will refer to each person who buys coverage as a "Participant." When we use the terms "you" or "your," we mean a Participant.

A Group Variable Universal Life Insurance contract is an insurance contract issued by Prudential to a trust, or the group that sponsors the Group Variable Universal Life Insurance program. Often the group that sponsors a program is an employer. Other groups such as membership associations may also sponsor programs. Group Variable Universal Life is a variable insurance product that offers life insurance protection together with investment opportunity through Variable Investment Options and the Fixed Account.

A Group Variable Universal Life Insurance policy is a flexible form of life insurance. It has a Death Benefit and a Certificate Fund, the value of which changes every day according to the investment performance of the investment options to which you have allocated your Net Premiums. Although the value of your Certificate Fund will increase if there is favorable investment performance in the Variable Investment Options you select, investment returns in the Variable Investment Options are NOT guaranteed. There is a risk that investment performance will be unfavorable and that the value of your Certificate Fund will decrease. The risk will be different, depending upon which Variable Investment Options you choose. You bear the risk of any decrease. The coverage is designed to be flexible to meet your specific life insurance needs. Within certain limits, this type of coverage will provide you with flexibility in determining the amount and timing of your premium payments.

The Group Contract states the terms of the agreement between Prudential and the sponsoring group. It forms the entire agreement between them. Among other things, the Group Contract defines which members of the group are eligible to buy the Group Variable Universal Life Insurance. The Group Contract also says whether or not Eligible Group Members may also buy coverage for their qualified dependents.

We will give a Certificate to each Eligible Group Member or Applicant Owner who buys coverage under the Group Contract. The Certificate provides for a Death Benefit and a Cash Surrender Value. The Death Benefit and the Cash Surrender Value can change every day. They change based on the performance of the investment options you selected.

On the date of the Contract Anniversary, if all required premium payments have been paid for the year and the Group Contract remains in force, Prudential will complete an experience calculation for policy year. If the calculation is favorable and results in any value, Prudential may pay a Premium Refund to the Group Contractholder. Your portion of the Premium Refund, if any, will be passed on to you in the form of an annual cash refund that ordinarily will be applied as a premium payment. However, you may choose to receive your annual cash refund in cash by notifying Aon Securities LLC in writing. See [Premium Refunds](#).

The Death Benefit

When you buy Group Variable Universal Life Insurance, you will choose a Face Amount of insurance, based on the amounts available for your group. Prudential will pay a Death Benefit to the beneficiary when the Covered Person dies. Generally, the Death Benefit is the Face Amount of insurance plus the value of your Certificate Fund on the date of your death, minus any Certificate Debt and outstanding charges. Because the value of the Certificate Fund will vary daily with the performance of the investment options you select, the amount of the Death Benefit will also vary from day to day. However, the Death Benefit will not be less than the Face Amount of insurance shown plus the amount of any additional insurance benefit, if the Participant's insurance is not in default and there is no Certificate Debt. See [DEATH BENEFITS](#).

The Certificate Fund

The Certificate Fund consists of the Net Premiums that we invest in the investment options you select. Prudential will deduct its charges for the insurance from the Certificate Fund. The Certificate Fund value changes daily, reflecting: (i) increases or decreases in the value of the Variable Investment Options you select; (ii) interest credited on any amounts allocated to the Fixed Account; (iii) interest credited on any loan; (iv) the daily charge for mortality and expense risks assessed against the Variable Investment Options; and (v) monthly charges Prudential deducts for the insurance. The Certificate Fund also changes to reflect the receipt of premiums. There is no guaranteed minimum balance for the Certificate Fund.

Premium Payments

You will usually be able to decide when to make premium payments and how much each premium payment will be. You are responsible for making sure that there is enough value in your Certificate Fund (minus Certificate Debt and outstanding charges) to cover each month's charges. If your Certificate Fund balance is less than the amount needed to pay any month's charges, then you must make a premium payment that increases your Certificate Fund balance above this minimum amount. You must make that payment during the grace period, and if you do not, your coverage will end.

You may choose to make additional premium payments and have those payments directed to the investment options you previously selected. See [Additional Premium Payments](#).

Allocation of Premium Payments and Investment Choices

Before your premiums are allocated to your investment choices, we deduct a charge for taxes attributable to premiums (or premium based administrative charges). This charge is currently 0.00%. The remainder is your Net Premium, which is then invested in the investment options. See [CHARGES AND EXPENSES](#).

You may choose investment options from among the Funds selected by your Group Contract Holder. You choose how to allocate your premium payments among the investment options. You may choose more aggressive Funds or less aggressive Funds, as well as the Fixed Account. What you choose depends on your personal circumstances, your investment objectives and how they may change over time. See [The Prudential Variable Contract Account GI-2](#), and [Allocation of Premiums](#).

If you prefer to reduce the risks that come with investing in the Funds, you can choose to direct some of your premium payments or the amount in your Certificate Fund to the Fixed Account. Prudential guarantees that the part of your Certificate Fund that is directed to the Fixed Account will earn interest daily at a rate that Prudential declares periodically. That rate will change from time to time, but it will never be lower than an effective annual rate of 4%. See [The Fixed Account](#).

Transfers among Investment Options

You may transfer amounts from one investment option to another – we do not limit the number of transfers between Variable Investment Options, but we may charge for more than 12 transfers and require written requests if more than 20 transfers are requested in a Certificate Year. See [Transfers/Restrictions On Transfers](#).

Dollar Cost Averaging

Dollar Cost Averaging, or DCA, lets you systematically transfer specified dollar amounts from the Prudential Series Fund Government Money Market Portfolio to the other available investment options available under the Group Contract at monthly intervals. You can request that a designated number of transfers be made under the DCA feature. You may use DCA at any time after your Certificate becomes effective, but to start the DCA feature, you usually have to make a premium payment of at least \$1,000 to the Prudential Series Fund Government Money Market Portfolio. The main objective of DCA is to reduce the risk of dramatic short-term market fluctuations. Since the same dollar amount is transferred to an available investment option with each transfer, you buy a greater interest in the investment option when the price is low and a lesser interest in the investment option when the price is high. Therefore, you may achieve a lower than average cost over the long term. This plan of investing does not assure a profit or protect against a loss in declining markets. See [Dollar Cost Averaging](#).

Surrenders

You may surrender your insurance and receive its Cash Surrender Value. The Cash Surrender Value is the value of the Certificate Fund at the close of business on the day of the surrender minus any Certificate Debt and any outstanding charges. A surrender may have tax consequences. See [Payment Of Cash Surrender Value](#) and [TAXES](#).

Withdrawals from the Certificate Fund

While your Certificate is in effect, you may withdraw part of the Certificate's Cash Surrender Value. You must withdraw at least \$200 in any withdrawal, but you must leave enough in your Certificate Fund (less any Certificate Debt and outstanding charges) to pay the next month's charges. There is no limit on the number of withdrawals you can make in a year. However, there is a transaction charge for each withdrawal. A withdrawal may have tax consequences. See [Withdrawals](#) and [TAXES](#).

Cash Surrender Value and Death Benefit

If you ask, Prudential will give you an illustration of how the Cash Surrender Value and Death Benefit of your Certificate can change as a result of the performance of the investment options you select. The illustration will show your age, risk class, proposed face amount of insurance, and proposed Premium payments. We refer to this as a "personalized illustration". This is not our prediction of how value will grow. It is a hypothetical example and is just intended to show you how a Certificate works.

Loans

You may borrow money from your Certificate Fund. The Maximum Loan Value, which is the maximum amount you may borrow, is 90% of your Certificate Fund minus any existing loan (and its accrued interest), outstanding charges, and the amount of the next month's charges. In states that require it, you may borrow a greater amount. Loan interest charges accrue daily. Depending on the tax status of your Certificate, taking a loan may have tax consequences. There may also be tax consequences if your Certificate lapses or terminates with an outstanding loan. See [Loans](#) and [TAXES](#).

Canceling Your Certificate ("Free Look")

Generally, you may return your Certificate for a refund within 30 days after you receive it. This 30-day period is known as the "free look" period. Some states require a longer period. You can ask for a refund by mailing or delivering the Certificate to Aon Securities LLC (you may not ask for a refund if your Certificate is a replacement for one previously issued under the Group Contract). If you cancel your coverage during the free look period, we will generally refund the premium payments you made, minus any loans or withdrawals that you took. (However, if applicable law so requires, you will receive a refund of all premiums paid minus any loans or withdrawals, and plus or minus any change due to investment experience.) This refund amount will be further reduced by applicable federal and state income tax withholding. See [Canceling The Certificate \("Free Look"\)](#).

FEE TABLE

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering or making withdrawals from the Certificate. Please refer to your Certificate for information about the specific fees you will pay each year based on the options you have elected.

The first table describes the fees and expenses that you will pay at the time that you buy the Certificate, pay premiums, make withdrawals from the Certificate, make transfers between investment options, or pay reprint charges.

TRANSACTION FEES		
Charge	When Charge is Deducted	Amount Deducted
Charge for Taxes Attributable to Premiums ¹	This charge is deducted from each premium when the premium is paid.	The maximum is 0.00% of each premium payment.
Withdrawal Charge	This charge is assessed on a Withdrawal.	Maximum charge - \$20 Current charge - The lesser of \$10 and 2% of the amount withdrawn.
Transfer Charge	This charge is assessed when transfers between investment options exceed 12 in a Certificate Year.	Maximum charge - \$20 per transfer after the twelfth. Current charge - \$10 per transfer after the twelfth.
Quarterly Report Reprint Charges	This charge is assessed when a quarterly report is reprinted for a period that ended more than a year ago.	Maximum charge - \$5 Current charge - \$2.50

1. For these purposes, "taxes attributable to premiums" includes any federal, state or local income, premium, excise, business, or any other type of tax (or component thereof) measured by or based upon the amount of premium received by Prudential. In some states, this is called a premium based administrative charge. Currently, the taxes paid for this Certificate are reflected as a deduction in computing Premium Refunds. Prudential reserves the right to deduct a charge directly from premiums.

The next table describes the Contract fees and expenses that you will pay periodically during the time you own the Certificate, not including the Funds' fees and expenses.

PERIODIC CHARGES OTHER THAN ANNUAL FUND EXPENSES		
Charge	When Charge is Deducted	Amount Deducted
Contract Charges:		
Cost of Insurance^{2,3}: Minimum and Maximum Guaranteed Charge	Monthly	Maximum - \$29.19 Minimum - \$0.04
Charge for a Representative Participant		Representative guaranteed charge - \$0.54 ⁴
Charge for Administrative Expenses	Monthly	Maximum charge - \$4.00 Current charge - \$0.00
Account Charge for Variable Investment Options (for Mortality & Expense Risk)	Daily	Maximum - 0.90% ¹ of the amount of assets in the Variable Investment Options. Current - 0.45% ¹ of the amount of assets in the Variable Investment Options.
Net Interest on Loans⁵	Annually	Maximum - 2% Current - 1%
Additional Insurance Benefits³:		
Child Term Insurance	Deducted from the annual refund, if any	Maximum - \$6.00 ⁶ Minimum - \$6.00 ⁶ Representative current charge - \$6.00 ⁷
Accidental Death & Dismemberment	Monthly	Maximum - \$0.03 ⁶ Minimum - \$0.02 ⁶ Representative current charge - \$0.02 ⁷
Waiver Benefit	Monthly	Maximum - \$0.07 ⁶ Minimum - \$0.01 ⁶ Representative current charge - \$0.03 ⁷

- The daily charge is based on the effective annual rate shown.
- The Cost of Insurance ("COI") charge varies based on individual characteristics such as age, gender, and rate class. The amounts shown in the table may not be representative of the charge that a Participant will pay. You may obtain more information about the particular COI charges that apply to you by contacting Aon Securities LLC.
- The charges shown for Cost of Insurance and Additional Insurance Benefits are expressed as rates per \$1,000 of Net Amount at Risk. The Child Term Insurance is expressed as a rate per unit. The unit is a \$10,000 benefit.
- The representative guaranteed charge for cost of insurance is a sample rate currently charged for a 55-year old Covered Person, who is a male AICPA member in the preferred rate class.
- The net interest on loans reflects the additional interest you pay above the effective annual interest we credit to your loan. The loan interest crediting rate will generally be equal to the Fixed Account crediting rate.
- This is the rate currently charged. The contract does not specify a guaranteed maximum or minimum rate for additional insurance benefits.
- The representative current charge for additional insurance benefits are sample rates currently charged.

The next item shows the minimum and maximum total operating expenses charged by the Funds that you will pay periodically during the time you own a Certificate. A complete list of Funds available under the Contract, including their annual expenses, can be found in [APPENDIX A](#). More detail concerning each Funds' fees and expenses is contained in the prospectus for each of the Funds.

Annual Fund Expenses	Minimum	Maximum
(Expenses that are deducted from the Funds' assets, including management fees, any distribution and/or service (12b-1) fees, and other expenses, but not including reductions for any fee waiver or other reimbursements.)	0.29%	1.38%

SUMMARY OF PRINCIPAL RISKS OF INVESTING IN THE CONTRACT

Certificate Values are not Guaranteed

Your benefits (including life insurance) are not guaranteed. The value of your Certificate Fund will vary with the performance of the investment options you select. There is no guarantee that the Variable Investment Options will meet their investment objectives, so your Death Benefit could go down if the investment options in your Certificate Fund have poor investment performance. Poor investment performance could cause your Certificate to lapse, and you could lose your insurance. If you prefer to reduce the risks that come with investing in the variable options, you can choose to direct some of your premium payments or the amounts in your Certificate Fund to the Fixed Account.

Because the Certificate provides for an accumulation of a Certificate Fund as well as a Death Benefit, you may wish to use it for various financial planning purposes. Purchasing the Certificate for such purposes may involve certain risks. Accessing the values in your Certificate through withdrawals and Certificate loans may significantly affect current and future Certificate values or Death Benefit proceeds and may increase the chance that your Certificate will lapse. If your Certificate lapses and you have an outstanding Certificate loan, there may be tax consequences. See [TAXES](#).

Increase in Charges

Certain fees and expenses currently are assessed at less than their guaranteed maximum levels. We may in the future increase these current charges up to the guaranteed maximum levels. If fees and expenses are increased, you may need to increase the amount and/or frequency of premiums to keep your Certificate in force. We will supplement this prospectus to reflect any increase in a current charge, up to the maximum charge, before the change is implemented.

Certain fees and expenses for optional additional benefits have no guaranteed maximum levels. We may in the future increase these current charges. If fees and expenses are increased, you may need to increase the amount and/or frequency of premiums to keep your Certificate in force or you may elect to terminate any optional additional benefits. We will supplement this prospectus to reflect any increase in a current charge before the change is implemented.

Certificate Lapse

Each month we determine the value of your Certificate Fund. If the Certificate Fund is zero, the Certificate may end (in insurance terms, it will “lapse”). Your Certificate will also end if the Certificate Debt ever grows to be equal to or more than the Certificate Fund less any outstanding charges. Should this happen, Aon Securities LLC will notify you of the payment you need to make to prevent your insurance from terminating. Currently, Aon Securities LLC must receive your payment by the later of 91 days after the Monthly Deduction Date, or 30 days after the date Aon Securities LLC mailed you the notice. If you do not make the payment, your Certificate will end and have no value. See [LAPSE AND REINSTATEMENT](#). If you have an outstanding loan when your Certificate lapses, you may have taxable income as a result. See [TAXES](#).

Not a Short-Term Savings Vehicle

Because the Certificate provides for an accumulation of a Certificate Fund as well as a Death Benefit, you may wish to use it for various insurance planning purposes. Purchasing the Certificate for such purposes may involve certain risks.

For example, a life insurance contract could play an important role in helping you to meet the future costs of a child’s education. The Certificate’s Death Benefit could be used to provide for education costs should something happen to you, and its investment features could help you accumulate savings. However, if the Variable Investment Options you choose perform poorly, if you do not pay sufficient premiums, or if you access the values in your Certificate through withdrawals or loans, your Certificate may lapse or you may not accumulate the funds you need.

The Certificate is designed to provide benefits on a long-term basis. Consequently, you should not purchase the Certificate as a short-term investment or savings vehicle. Because of the long-term nature of the Certificate, you should consider whether purchasing the Certificate is consistent with the purpose for which it is being considered.

Taking Withdrawals

You may withdraw part of your Certificate’s Cash Surrender Value, so long as the amount withdrawn is at least \$200. However, you must leave enough in your Certificate Fund (less any Certificate Debt and outstanding charges) to pay the next month’s charges

You may not repay any amount that you withdraw from the Certificate’s Cash Surrender Value, so withdrawals will reduce the amount of your Death Benefit but you generally can make additional premium payments. Accessing your Certificate’s Cash

Surrender Value through withdrawals may increase the chance that your certificate will lapse. Withdrawal of the Cash Surrender Value may have tax consequences. See [TAXES](#).

Taking a Loan

Taking a loan from your Certificate may increase the risk that your Certificate will lapse, will have a permanent impact on your Certificate Fund, and will reduce the Death Benefit. If your loan plus accrued interest exceeds the value of your Certificate Fund, you will not have enough money in your Certificate Fund to cover the month's charges. If we pay a death claim while a loan is outstanding, we will reduce the Death Benefit by the amount of the loan plus any accrued interest. If you repay a loan by using the Certificate Fund, we will treat the repayment as a withdrawal from the Certificate Fund, which may have tax consequences. If you have a loan outstanding when you surrender your Certificate, or when you allow your Certificate to lapse, the amount you borrowed may become taxable. In addition, if your Certificate is classified as a Modified Endowment Contract for tax purposes, taking a loan may be treated as a distribution of income for tax purposes and may have tax consequences. See [TAXES](#).

Potential Tax Consequences

If you pay additional premiums, we may need to increase your Death Benefit (and corresponding cost of insurance charges) to continue to qualify it as life insurance for federal tax purposes. Also, if you make premium payments above certain limits, the tax status of the insurance may change to that of a Modified Endowment Contract under the Internal Revenue Code of 1986, as amended ("Internal Revenue Code"). That status could have significant disadvantages from a tax standpoint. We have procedures designed to identify most situations in which a premium payment would cause your Certificate to be treated as a Modified Endowment Contract. When we identify such a situation, we generally will notify you and ask whether you want us to refund the premium payment. If you fail to respond within a reasonable time, we will continue to process the premium payment as usual.

If you have notified us in the past 13 months that you want us to refund excess premium payments causing Modified Endowment Contract treatment and we receive any excess payment which is less than \$100.00, then we may, without additional notification by you, sell the minimum number of units necessary so as not to cause your Certificate to be treated as a Modified Endowment Contract.

We reserve the right to return any premium payment that would cause your insurance to fail to qualify as life insurance under applicable tax laws, or that would increase the Death Benefit by more than it increases the Certificate Fund. See [TAXES](#).

Replacing Your Life Insurance

You should know that in most instances, it is not in your best interest to replace one life insurance policy with another one. When you need additional life insurance, it is usually better for you to add coverage, either by asking for a new policy or by buying additional insurance, than it is for you to replace a policy. In that way, you don't lose benefits under the policy you already have.

If you are thinking about replacing a life insurance policy you already have so that you can obtain Group Variable Universal Life Insurance, you should consider your choices carefully. Compare the costs and benefits of adding coverage to your current policy against the costs and benefits of Group Variable Universal Life Insurance. You should also get advice from a tax adviser.

The Variable Investment Options

You may choose to invest your Certificate's premiums and its earnings in one or more of the available Variable Investment Options. You may also invest in the Fixed Account option. The Fixed Account is the only investment option that offers a guaranteed rate of return. See [The Funds](#) and [The Fixed Account](#).

The Separate Account invests in the shares of one or more open-end management investment companies registered under the Investment Company Act of 1940. Each Variable Investment Option, which invests in a Fund, has its own investment objective and associated risks, which are described in the accompanying Fund prospectuses. The income, gains, and losses of one Variable Investment Option have no effect on the investment performance of any other Variable Investment Option.

We do not promise that the Funds will meet their investment objectives. Amounts you allocate to the Variable Investment Options may grow in value, decline in value, or grow less than you expect, depending on the investment performance of the Variable Investment Options that you choose. You bear the investment risk that the Funds may not meet their investment objectives. You also bear the risk that the Fund's investment adviser may restrict investment in the fund, and even close the Fund, at their discretion. For a detailed discussion of the investment policies, objectives and strategies, and the investment risks associated with each Fund, please read the Fund's current prospectus.

Learn More about the Funds

Before allocating amounts to the Variable Investment Options, you should read the Funds' current prospectuses for detailed information concerning their investment objectives and strategies, and their investment risks.

GENERAL DESCRIPTIONS OF THE PRUDENTIAL INSURANCE COMPANY, THE REGISTRANT, AND THE FUNDS

The Prudential Insurance Company Of America

The Group Contract and Certificates are issued by The Prudential Insurance Company of America ("Prudential," "we," "us," "our," or the "Company"), a New Jersey stock life insurance company that has been doing business since 1875. Prudential is a wholly-owned subsidiary of Prudential Financial, Inc. ("Prudential Financial"), a New Jersey insurance holding company, and is located at 751 Broad Street, Newark, New Jersey, 07102. Prudential Financial exercises significant influence over the operations and capital structure of Prudential. However, neither Prudential Financial nor any other related company has any legal responsibility to pay amounts that Prudential may owe under the Group Contract and/or Certificate.

Prudential is licensed to sell life insurance and annuities in all states, in the District of Columbia, and in all United States territories and possessions. Prudential and its affiliates act in a variety of capacities with respect to registered investment companies, including as depositor, adviser, and principal underwriter.

The Prudential Variable Contract Account GI-2

The Prudential Variable Contract Account GI-2 (the "Account") was established on June 14, 1988, under New Jersey law as a separate investment account. The Account is divided into Subaccounts. Each Variable Investment Option is a Subaccount of the Account. The Fixed Account is not a Subaccount of the Account. The Account meets the definition of a "separate account" under federal securities laws. The assets held in the Account in support of assets invested under the Group Contracts are segregated from all of Prudential's other assets. The assets of each Subaccount are segregated from the assets of each other Subaccount. Thus, the assets in the Account are not chargeable with liabilities arising out of any other business Prudential conducts. When we refer to "Funds" in this prospectus, we mean all or any of these Subaccounts. We may use "Variable Investment Option," "Subaccount" or "Fund" interchangeably when referring to a Variable Investment Option.

You may then choose investment options from among the Funds selected by your Group Contract Holder. You may also choose to invest in the Fixed Account. (The Fixed Account may also be referred to as an "investment option.") You may choose to make additional premium contributions and have those Funds directed to the investment options you select. Once you select the investment options you want, Prudential will direct your additional premium contributions to the Subaccounts associated with those Funds and/or to the Fixed Account. You may change your selection of investment options at any time.

Prudential is the legal owner of the assets in the Account. Prudential will maintain assets in the Account with a total market value at least equal to the liabilities relating to the benefits attributable to the Account. In addition to these assets, the Account's assets may include amounts contributed by Prudential to commence operation of the Account and may include accumulations of the charges Prudential makes against the Account. From time to time, Prudential will transfer these additional amounts to its general account. Before making any such transfer, Prudential will consider any possible adverse impact the transfer might have on the Account.

Income, gains and losses related to, or charged against, the Account reflect the Account's own investment experience and not the investment experience of other Prudential assets. These assets that are held in support of the client accounts may not be charged with liabilities that arise from any other business Prudential conducts. Prudential is obligated to pay all amounts promised to the Participant under the Group Contract.

The Account is registered with the SEC under federal securities laws as a unit investment trust, which is a type of investment company. Registration does not involve any supervision by the SEC of the management or investment policies or practices of the Account. For state law purposes, the Account is treated as a part or division of Prudential. Prudential may take all actions in connection with the operation of the Account that are permitted by applicable law, including those permitted upon regulatory approval.

The Funds

Prudential makes a number of Funds available to insurance programs that are sponsored by groups. The specific Funds available to you are listed in this Prospectus. The Group Contract may offer Funds managed by AST Investment Services, Inc. and/or PGIM Investments LLC, both of which are affiliated companies of Prudential ("Affiliated Funds"), and Funds managed by companies not affiliated with Prudential ("Unaffiliated Funds"). Prudential and its affiliates ("Prudential Companies") receive fees and payments from both the Affiliated Funds and the Unaffiliated Funds. We consider the amount of these fees and payments when determining which funds to make available. Affiliated Funds may provide Prudential Companies with greater fees and payments than Unaffiliated

Funds. Because of the potential for greater profits earned by the Prudential Companies with respect to the Affiliated Funds, we have an incentive to offer Affiliated Funds over Unaffiliated Funds. As indicated next to each Portfolio's description in the table that follows, each Portfolio has one or more subadvisers that provide certain day to day investment management services. We have an incentive to offer Funds with certain subadvisers, either because the subadviser is a Prudential Company or because the subadviser provides payments or support, including distribution and marketing support, to the Prudential Companies. We may consider those subadviser financial incentive factors in determining which Funds to make available. Also, in some cases, we may offer Funds based on the recommendations made by selling broker-dealer firms. These firms may receive payments from the Portfolios they recommend and may benefit accordingly from allocations of Certificate Fund value to the sub-accounts that invest in these Portfolios. Allocations made to all Affiliated Funds benefit us financially. Prudential has selected the Funds available for inclusion as investment options under the Group Contract in Prudential's role as issuer of the Group Contract, and Prudential does not provide investment advice or recommend any particular Fund. See [Service Fees Payable to Prudential](#) following the table below for more information about fees and payments we may receive from Funds and/or their affiliates.

There are currently 13 Variable Investment Options offered under Group Variable Universal Life. When you choose a Variable Investment Option, we purchase shares of a separate investment series of a mutual fund that is held as an investment for that option. We hold these shares in the Subaccount. Prudential may add additional Variable Investment Options in the future.

We may terminate the availability of any Variable Investment Option at any time. If we do so, you will no longer be permitted to allocate additional investments to the option, either by premium payment or transfer. If this occurs, Prudential will provide you with prior notice of the change including any options available to you. You will have the opportunity to transfer any amount to the Fixed Account or any other investment option available to you.

Each Fund is detailed in separate prospectuses that are provided with this prospectus. You should read the Fund prospectuses before you decide to allocate assets to the Variable Investment Options. The Variable Investment Options that you select are your choice. We do not provide investment advice, nor do we recommend any particular Variable Investment Option. There is no assurance that the investment objectives of the Variable Investment Options will be met. Please refer to the list in the [Appendix A](#) to see which Variable Investment Options you may choose.

The terms "Fund," "Portfolio," and "Variable Investment Option" are largely used interchangeably. Some of the Variable Investment Options use the term "Fund," and others use the term "Portfolio" in their respective prospectuses.

Investment Manager

PGIM Investments LLC serves as investment manager of the Prudential Series Fund.

The investment management agreements for The Prudential Series Fund provide that the investment manager or co-investment managers (the "Investment Managers") will furnish each applicable Portfolio with investment advice and administrative services subject to the supervision of the Board of Trustees and in conformity with the stated policies of the applicable Portfolio. The Investment Manager must also provide, or obtain and supervise, the executive, administrative, accounting, custody, transfer agent and shareholder servicing services that are deemed advisable by the Board.

The list in [Appendix A](#) reflects the Variable Investment Options in which the Account invests, their investment objectives, and each Variable Investment Option's investment advisers and investment subadvisers. For Portfolios with multiple subadvisers, each subadviser manages a portion of the assets for that Portfolio.

The investment advisers or subadvisers for the Funds charge a daily investment management fee as compensation for their services. Allocations made to all PSF Funds benefit us financially because fees are paid to us or our affiliates by the PSF Funds. More detailed information, including a full description of these fees, is available in the attached Fund prospectuses.

In the future, it may become disadvantageous for separate accounts of variable life insurance and variable annuity contracts to invest in the same Variable Investment Options. Neither the companies that invest in the Funds nor the Funds currently foresee any such disadvantage. The Board of Directors for each Fund intends to monitor events in order to identify any material conflict between variable life insurance and variable annuity contract owners and to determine what action, if any, should be taken. Material conflicts could result from such things as:

- (1) changes in state insurance law;
- (2) changes in federal income tax law;
- (3) changes in the investment management of any Fund; or
- (4) differences between voting instructions given by variable life insurance and variable annuity contract owners.

A Fund may have a similar name, investment objective, or investment policy resembling those of a mutual fund managed by the same investment adviser or subadviser that is sold directly to the public. Despite such similarities, there can be no assurance that the investment performance of any such Fund will resemble that of the publicly available mutual fund.

Service Fees Payable To Prudential

We and our affiliates receive substantial payments from the Funds and/or related entities, such as the Funds' advisers and subadvisers. Because these fees and payments are made to us and our affiliates, allocations you make to the Funds benefit us financially. In selecting Funds available under the Certificate, we consider the payments that will be made to us.

We receive Rule 12b-1 fees which compensate us for distribution and administrative services. These fees are paid by the Funds out of each Fund's assets and are therefore borne by Certificate Owners. We also receive administrative services payments, some of which are paid by the Funds and some of which are paid by the advisers of the Funds or their affiliates and are referred to as "revenue sharing" payments. As of May 1, 2022, the maximum combined 12b-1 fees and administrative services payments we receive with respect to a Fund are equal to an annual rate of 0.25% of the average assets allocated to the Fund under the Certificate. We expect to make a profit on these fees and payments and consider them when selecting the Funds available under the Certificate.

In addition, an adviser or subadviser of a Fund or a distributor of the Contract may also compensate us by providing reimbursement, defraying the costs of, or paying directly for, among other things, marketing and/or administrative services and/or other services they provide in connection with the Contract. These services may include, but are not limited to: sponsoring or co-sponsoring various promotional, educational or marketing meetings and seminars attended by distributors, wholesalers, and/or broker-dealer firms' registered representatives, and creating marketing material discussing the Contract, available options, and Funds. The amounts paid depend on the nature of the meetings, the number of meetings attended by the adviser, subadviser, or distributor, the number of participants and attendees at the meetings, the costs expected to be incurred, and the level of the adviser's, subadviser's or distributor's participation. These payments or reimbursements may not be offered by all advisers, subadvisers, or distributors and the amounts of such payments may vary between and among each adviser, subadviser, and distributor depending on their respective participation.

In addition to the payments that we receive from Funds and/or their affiliates, those same Funds and/or their affiliates may make payments to us and/or other insurers within the Prudential Financial group related to the offering of investment options within variable annuities or life insurance offered by different Prudential business units.

Voting Rights

We are the legal owner of the shares of the Funds associated with the Variable Investment Options. However, we vote the shares according to voting instructions we receive from Participants. We will mail you a proxy, which is a form you need to complete and return to us, to tell us how you wish us to vote. When we receive those instructions, we will vote all of the shares we own on your behalf in accordance with those instructions. We vote shares for which we do not receive instructions, and any other shares that we own in our own right, in the same proportion as the shares for which instructions are received. This voting procedure is sometimes referred to as "mirror voting" because, as indicated in the immediately preceding sentence, we mirror the votes that are actually cast, rather than decide on our own how to vote. We will also "mirror vote" shares that are owned directly by us or an affiliate (excluding shares held in the separate account of an affiliated insurer). In addition, because all the shares of a given Fund held within our Separate Account are legally owned by us, we intend to vote all of such shares when that Fund seeks a vote of its shareholders. As such, all such shares will be counted towards whether there is a quorum at the Fund's shareholder meeting and towards the ultimate outcome of the vote. Thus, under "mirror voting", it is possible that the votes of a small percentage of contract holders who actually vote will determine the ultimate outcome. Generally, you will be asked to provide instructions for us to vote on matters such as changes in a fundamental investment strategy, adoption of a new investment advisory agreement, or matters relating to the structure of the Fund that require a vote of shareholders. We may change the way your voting instructions are calculated if it is required by federal or state regulation. We reserve the right to change the voting procedures described above if applicable federal securities laws or SEC rules change in the future.

We may, if required by state insurance regulations, disregard voting instructions if they would require shares to be voted so as to cause a change in the sub-classification or investment objectives of one or more of the available Variable Investment Options or to approve or disapprove an investment advisory contract for the Fund. In addition, we may disregard voting instructions that would require changes in the investment policy or investment adviser of one or more of the Funds associated with the available Variable Investment Options, provided that we reasonably disapprove such changes in accordance with applicable federal or state regulations. If we disregard Certificate Owner voting instructions, we will advise Certificate Owners of our action and the reasons for such action in the next available annual or semi-annual report.

Substitution Of Variable Investment Options

We may substitute the shares of a Fund for another fund or another portfolio or of an entirely different Variable Investment Option. We would not do this without any necessary SEC and/or state approval. We would notify Group Contract Holders and Participants in advance if we were to make such a substitution.

The Fixed Account

You may invest all or part of your Certificate Fund in the Fixed Account. The amount invested in the Fixed Account becomes part of Prudential's general assets, commonly referred to as the general account. The general account consists of all assets owned by Prudential other than those in the Account and other separate accounts that have been or may be established by Prudential. Subject to applicable law, Prudential has sole discretion over the investment of the general account assets, and Participants do not share in the investment experience of those assets.

The part of the Certificate Fund that you invest in the Fixed Account will accrue interest daily at a rate that Prudential declares periodically. This rate will not be less than an effective annual rate of 4%. Prudential may in its sole discretion declare a higher rate, though we are not obligated to do so. At least annually and anytime you ask, we will tell you what interest rate currently applies.

Because of exemptive and exclusionary provisions, interests in the Fixed Account under the Certificate have not been registered under the Securities Act of 1933 and the general account has not been registered as an investment company under the Investment Company Act of 1940. Accordingly, interests in the Fixed Account are not subject to the provisions of these Acts, and Prudential has been advised that the staff of the SEC has not reviewed the disclosure in this prospectus relating to the Fixed Account. Any inaccurate or misleading disclosure regarding the Fixed Account may, however, be subject to certain generally applicable provisions of federal securities laws.

Prudential has the right to delay payment of any Cash Surrender Value attributable to the Fixed Account for up to six months. See [When Death Benefit Proceeds Are Paid](#).

CHARGES AND EXPENSES

This section provides a more detailed description of each charge that is described briefly in the [FEE TABLE](#) of this prospectus. There are charges and other expenses associated with the Contract that reduce the return on your investment. These charges and expenses are described below.

The total amount invested in the Certificate Fund, at any time, consists of the sum of the amount credited to the Variable Investment Options, the amount allocated to the Fixed Account, plus any interest credited on amounts allocated to the Fixed Account, and the principal amount of any Certificate loan plus the amount of interest credited to the Certificate upon that loan. See [Loans](#). Most charges, although not all, are made by reducing the Certificate Fund.

In several instances we use the terms "maximum charge" and "current charge." The "maximum charge", in each instance, is the highest charge that we may make under the Certificate. The "current charge", in each instance, is the amount that we now charge, which may be lower than maximum charges. If circumstances change, we reserve the right to increase each current charge, up to the maximum charge, without giving any advance notice.

Current charges deducted from premium payments and the Certificate Fund may change from time to time, subject to maximum charges. In deciding whether to change any of these current charges, we will periodically consider factors such as mortality, expenses, taxes and interest, investment experience and/or persistency, which is the length of time Certificates like this one and other certificates stay in effect to see if a change in our assumptions is needed. Changes in charges will be by class. We will not recoup prior losses or distribute prior gains by means of these changes.

The charges under the Group Contract are designed to cover, in the aggregate, our direct and indirect costs of selling, administering and providing benefits under the Group Contract. They are also designed, in the aggregate, to compensate us for the risks of loss we assume pursuant to the Group Contract. If, as we expect, the charges that we collect from the Group Contract exceed our total costs in connection with the Group Contract, we will earn a profit. Otherwise, we will incur a loss. The rates of certain of our charges have been set with reference to estimates of the amount of specific types of expenses or risks that we will incur. In most cases, this prospectus identifies such expenses or risks in the name of the charge; however, the fact that any charge bears the name of, or is designed primarily to defray a particular expense or risk does not mean that the amount we collect from that charge will never be more than the amount of such expense or risk. Nor does it mean that we may not also be compensated for such expense or risk out of any other charges we are permitted to deduct by the terms of the Group Contract. We may reduce stated fees under particular contracts as to which, due to economies of scale and other factors, our administrative costs are reduced.

Charge For Taxes Attributable To Premiums

We may deduct a charge for taxes attributable to premiums. These taxes include federal, state or local income, premium, excise, business or any other type of tax (or part of one) that is based on the amount of premium we receive. This charge is currently 0.00%. Currently, the taxes paid by us for this Group Contract are a deduction in computing Premium Refunds. The deduction reflects that,

for federal taxes, all of the premium is treated as for an individual life insurance policy which have higher factors. The definition of what premium is treated as for a group life certificate is found in Internal Revenue Code section 848.

We also reserve the right to deduct a charge to cover federal, state or local taxes that are imposed on the Operations of the Account. These are taxes other than those described above. Currently, we do not deduct any charge to cover these additional taxes.

We may increase this charge at any time.

Withdrawal Charge

Under the Group Contract, a transaction charge may be imposed for each withdrawal. The current charge is the lesser of \$10 and 2% of the amount you withdraw. The maximum charge for withdrawals is \$20. We will deduct the transaction charge from Certificate Fund.

Transfer Charge

When you request more than 12 transfers between investment options in a Certificate Year the charge is currently \$10 for each transfer after the 12th transfer. Prudential may increase this charge in the future, but it will not exceed \$20. Currently, transfers that occur under the DCA feature are not counted when calculating the number of transfers in each Certificate Year.

Quarterly Report Charge

When you request a reprint of a quarterly report that was previously sent to you for a period that ended more than one year ago. The charge is currently \$2.50 for each quarterly report. In the future, Prudential may charge for any reprints requested and may increase this charge, but it will not exceed \$20 for reports covering each policy year.

Cost Of Insurance

Each month, we will deduct from your Certificate Fund a charge for the cost of your insurance (a "COI" charge). We will take the charge from each investment option you selected in the same proportion that the value of your Certificate Fund is invested. To calculate the cost of insurance charge, we multiply:

- your Certificate's "Net Amount at Risk" by
- the "cost of insurance rate" for the Covered Person.

"Net Amount at Risk" means the amount by which your Certificate's Death Benefit (computed as if there were no Certificate Debt) exceeds your Certificate Fund.

The "cost of insurance rate" is based on many factors, including:

- the Covered Person's age;
- the Covered Person's rate class (such as classes for standard, select, and preferred);
- the Covered Person's gender (except for residents of Montana);
- the life expectancy of the people covered under your Group Contract;
- the additional insurance benefits shown in the [ADDITIONAL INSURANCE BENEFITS AVAILABLE UNDER THE CONTRACT](#) section;
- the expected expenses.

The cost of insurance rate will generally increase as the Covered Person ages. We may adjust the actual cost of insurance rates from time to time. The changes in cost of insurance rates for each Group Contract Holder are based on many factors, including:

- The number of Certificates in effect;
- The number of new Certificates issued;
- The number of Certificates surrendered;

- The expected claims (Death Benefits, accelerated benefits and surrenders);
- The expected expenses; and
- The level of administrative services provided to the Group Contract Holder.

In addition to the list above, the past claims, expenses and the costs of additional insurance benefits, if any, of the group are reviewed, since they are an important factor in calculating the expected claims, expenses and costs. However, we are generally prohibited by state insurance law from recovering past losses.

If we change the cost of insurance rates, we will change them the same way for all persons of the same age, rate class. We will not change them to be higher than the Table of Maximum Rates. See [FEE TABLE](#) section above. The Table of Maximum Rates are set out in the 2001 CSO Table.

Generally, we will deduct the COI charge on the Monthly Deduction Date.

COI Rates: The highest current charge per thousand is \$25.72, and applies to male Covered Persons age 99. The lowest current rate per thousand is \$0.02, and applies to female Covered Persons under age 30.

The following table provides sample per thousand cost of insurance rates for Covered Persons who are in the standard class:

Covered Person	Males	Females
35	\$0.03	\$0.03
45	\$0.11	\$0.09
55	\$0.46	\$0.38
65	\$1.47	\$1.03

Charge For Administrative Expenses

Currently, we do not impose a monthly charge for administrative expenses, but we may deduct such a charge in the future. This charge would pay for maintaining records and for communicating with Participants and your Group Contract Holder. If we did deduct such a charge, it would not exceed \$4 per month.

Account Charge For Variable Investment Options

Each day, Prudential deducts a charge from the assets of each of the Variable Investment Options in an amount equal to an effective annual rate of up to 0.90%. This charge is intended to compensate us for assuming mortality and expense risks of the insurance provided under the Group Contract. The "mortality risk" assumed is the risk that Covered Persons may live for shorter periods of time than Prudential estimated when we determined what mortality charge to make. The "expense risk" assumed is the risk that expenses for issuing and administering the insurance will be more than Prudential estimated when we determined the charge for administrative expenses.

We will earn a profit from this risk charge to the extent we do not need it to provide benefits and pay expenses under the Certificate. We do not assess this charge on amounts allocated to the Fixed Account.

Additional Insurance Benefits Charges

You may add one or more additional insurance benefits to your Certificate. See the [ADDITIONAL INSURANCE BENEFITS AVAILABLE UNDER THE CONTRACT](#) section. The following benefits are charged separately.

Accelerated Benefit Option: There is no additional charge for this benefit.

Child Term Insurance: The rate for child term insurance is currently \$6.00 per year for \$10,000 coverage. This charge is deducted from the annual refund, if any.

AD&D on the Covered Person's Life: The current monthly charge is \$0.02 for Covered Persons at ages less than 65 and \$0.03 for ages 65 to 74 per \$1,000 of Net Amount at Risk. We will deduct a separate charge from your Certificate Fund each month for this additional insurance benefit.

Waiver Benefit: The current waiver charges will vary from \$0.002 to \$0.07 per \$1,000 of Net Amount of Risk per month. The rates vary by Attained Age, gender, and rate class of the Covered Person.

Extended Death Protection During Total Disability: The current waiver charges will vary from \$0.002 to \$0.07 per \$1,000 of Net Amount of Risk per month. The rates vary by Attained Age, gender, and rate class of the Covered Person.

Prudential will take the charges from each investment option you have selected, in the same proportion that the value of your Certificate Fund is invested.

Generally, we will deduct these charges on the Monthly Deduction Date.

Charge For Other Taxes

We reserve the right to deduct a charge to cover federal, state, or local taxes that are imposed on the operations of the Account. These are taxes other than those described under [Charge For Taxes Attributable to Premiums](#) section above. Currently, we do not charge for these other taxes.

Fund Charges

As described in each Fund's prospectus, fees are deducted from and expenses are paid out of the assets in the Fund. Fund prospectuses are available at <https://www.prudential.com/employers/group-insurance/gvul-funds/> or by calling 800-562-9874. See [KEY INFORMATION](#).

Commissions Paid To Broker-Dealers

The Group Contracts and Certificates are sold through broker/dealers authorized by Prudential Investment Management Services LLC ("PIMS") and applicable law to do so. PIMS, an indirect wholly owned subsidiary of Prudential Financial, Inc., acts as the principal underwriter of Group Contracts and Certificates. Compensation (commissions, overrides, and any expense reimbursement allowance) is paid to broker-dealers that are registered under the Securities Exchange Act of 1934 (the "Exchange Act") and/or entities that are exempt from such registration ("firms") according to one or more schedules.

No compensation is paid for the Group Contract issued to the AICPA Insurance Trust.

The maximum amount Prudential will pay to the broker/dealer for group sponsored programs implemented before February 22, 2010 to cover both the registered representative's commission and other distribution expenses will not exceed 15% of the premium payments over the term of the premium rate guaranteed period. Commissions to broker/dealers will not exceed 20% of the required premium for each certificate year for group sponsored programs implemented on or after February 22, 2010. In addition, supplemental compensation may be payable to the broker/dealer. Under Prudential's Supplemental Commission Program, the amount payable as supplemental compensation may range from 0% to 7% of premium. While the Group Variable Universal Life required premium is included in the program, investment premium in the Certificate Fund is not.

More information on commissions and other compensation paid for distribution of the Contract is provided under [DISTRIBUTION AND COMPENSATION](#).

PERSONS HAVING RIGHTS UNDER THE CONTRACT

Group Contract Holder

The Group Contract Holder is the American Institute of Certified Public Accountants Insurance Trust.

Certificate Holder

The Participant is generally an Eligible Group Member who becomes a Covered Person under a group variable universal life plan. However, if the Certificate is assigned, then the assignee will become the Participant replacing any previous Participant. A Participant has all the rights and obligations under his or her Coverage, such as the right to surrender the Certificate. Subject to the limitations set forth in the Certificate, the Participant may, with respect to their Coverage:

1. designate and change the beneficiary;
2. make premium payments;
3. access certificate values through loans and withdrawals;
4. surrender his or her coverage;

5. allocate amounts in his or her Certificate Fund among the Variable Investment Options and/or the Fixed Account; and
6. decrease Face Amount.

A Participant may assign his or her coverage. Any rights, benefits or privileges that the Participant has may be assigned without restriction. The rights assigned include, but are not limited to, any right to designate a beneficiary or to convert to another contract of insurance.

Applicant Owner

The Group Contract has an "Applicant Owner" provision. An "Applicant Owner" is a person who may apply for coverage on the life of an Eligible Group Member. If an Eligible Group Member agrees to let another person be the Applicant Owner of the Certificate, then that person would have all of the rights to make decisions about the coverage. References to "Participant" and "You" in this prospectus also apply to an Applicant Owner.

When naming an Applicant Owner, the Eligible Group Member must agree to have his or her life covered. Examples of people who may be Applicant Owners are the Eligible Group Member's spouse, child, parent, grandparent, grandchild, sister, brother, or the trustee of any trust set up by the Eligible Group Member. A person must have attained the age of majority to be an Applicant Owner. At any one time, only one person may be an "Applicant Owner" under a Certificate.

An "Applicant Owner" must fill out an enrollment form. The Eligible Group Member must sign the enrollment form to show his or her agreement. Prudential may require the Eligible Group Member to answer questions about his or her health, or to have a medical examination. If the Eligible Group Member satisfies all of the requirements to obtain coverage, including satisfactory evidence of insurability, we will approve the Eligible Group member for group variable universal life insurance. If we approve the enrollment form, we will issue the Certificate to the Applicant Owner.

However, states may require that the Certificate be initially issued to the insured Eligible Group Member. In those cases, the three year rule contained in the Internal Revenue Code section 2035 may apply. You should consult your tax adviser if you are considering having the Certificate issued to someone other than the insured Eligible Group Member.

Beneficiary

You have the right to name the beneficiary who will receive the Death Benefit from your Certificate. You must use the form that Prudential requires you to use. You may change the beneficiary at any time. You do not need the consent of the present beneficiary unless there has been an irrevocable beneficiary designation, a court order or other applicable legal requirement. If you have more than one beneficiary at the time the Covered Person dies, we will pay the Death Benefit in equal parts to each beneficiary, unless you have given us other instructions. In the event that you do not have a valid beneficiary on file at your death, the claim 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) surviving siblings in equal shares; (e) estate.

OTHER GENERAL CONTRACT PROVISIONS

How Prudential Issues Certificates

To apply for coverage under a Group Variable Universal Life Insurance contract, an Eligible Group Member must fill out an enrollment form. Prudential may ask questions about the health of the person whose life is to be covered, and may ask that person to have a medical exam. If Prudential approves the person for coverage, that person will become a Covered Person under the Group Variable Universal Life Insurance.

Usually, the Eligible Group Member buys coverage on his or her own life from the coverage options available under the Group Contract. However, under your Group Contract, an Eligible Group Member may allow another person the right to make decisions about the coverage. When that happens, Prudential Insurance considers the other person to be a Participant. No matter whose life is covered, the Participant is the person who "owns" the right to make decisions about the coverage (for example, deciding who the beneficiary will be). When we use the term "Participant" or "You," we mean the person who owns those rights. When we use the term "Covered Person," we mean the person whose life is covered.

Prudential will issue a Certificate to each Participant. The Certificate tells you about your rights, benefits, coverage, and obligations under the Group Variable Universal Life Insurance. The minimum Face Amount of insurance for a Certificate is \$10,000.

Effective Date Of Insurance

When your Group Variable Universal Life Insurance begins depends on what day of the month you have completed all of the following requirements:

- You are eligible for insurance as a Participant; and
- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for the insurance; and
- That Coverage is part of the Group Contract; and
- You have enrolled on a form approved by Prudential.

If you satisfy all of the above requirements prior to the twentieth day of a month, your insurance will begin on the first day of the month which next follows the date on which you meet all of the requirements. If you satisfy all of the above requirements on or after the twentieth day of a month, your Participant Insurance will begin on the first day of the month which follows the next following month on which you met all requirements.

Effective Date Of More Favorable Rate Class

When your more favorable rate class begins depends on what day of the month Prudential approves your completed enrollment form and when you satisfy any evidence requirements. If we approve your completed enrollment form and you have satisfied any evidence requirements prior to the twentieth day of a month, your more favorable rate class will begin on the first day of the month after you meet all of the requirements. If we approve your completed enrollment form and you have satisfied any evidence requirements on or after the twentieth day of a month, your more favorable rate class will begin on the first day of the second month after you meet all of the requirements.

Maximum Age

Generally, Prudential will not accept an enrollment form requesting coverage on an Eligible Group Member who is older than age 74. Also, a Participant's Face Amount of Insurance will end at the maximum age shown in the Certificate (usually, that is age 100).

When a Participant reaches the maximum age, we make available these two options:

- You may ask to receive the Cash Surrender Value of the Certificate. Prudential believes that a cash surrender upon termination of coverage will be subject to the same tax treatment as other surrenders. See [TAXES](#).
- You can remain invested in your investment options. Under this option, we will no longer deduct monthly charges for the cost of insurance. The Death Benefit will change. Specifically, the Death Benefit will be equal to the amount of the Certificate Fund, minus any Certificate Debt and outstanding charges. The Death Benefit will no longer include the Face Amount of insurance. Also, we will no longer allow you to make premium contributions. You can still make loan repayments.

The Face Amount of your life insurance coverage may be reduced when you become 75 years old, and again when you become 80 years old. See [Changes In Face Amount Of Insurance](#). Also, additional insurance coverages, such as Accidental Death and Dismemberment, will end according to separate rules. See the [ADDITIONAL INSURANCE BENEFITS AVAILABLE UNDER THE CONTRACT](#) section. You should refer to your Certificate to learn when coverage under your Certificate will end.

Canceling The Certificate ("Free Look")

Generally, you may return a Certificate for a refund within 30 days after you receive it. This 30-day period is known as the "free look" period. Some states allow a longer period. You can ask for a refund by mailing or delivering the Certificate to Aon Securities LLC. (You may not ask for a refund if your Certificate is a replacement for one previously issued under the Group Contract.)

If you cancel your coverage during the free look period, we will generally refund the premium payments you made, minus any loans or withdrawals that you took. We will not add or subtract any gain or loss that would have come from the investment options you chose (unless a state law requires that we take those gains or losses into account when we make a refund). When we make a refund, we will not deduct any charges. The amount refunded will be further reduced by any applicable federal and state income tax withholding. Prudential reserves the right to limit premiums and transactions during the free look period.

During the first 30 days after the initial Certificate Date, your premium payments will be invested in the Fixed Account.

If there is a change in your coverage that results in a new Certificate Date, the free look provision will not apply.

Assignment

You may assign your Certificate, including all rights, benefits and privileges that you have to someone else. If you do, you should consider the references to "you" in this prospectus as applying to the person to whom you validly assigned your Certificate.

Prudential will honor the assignment only if:

- You make the assignment in writing;
- You sign it; and
- Aon Securities LLC receives a copy of the assignment, or Prudential receives a copy of the assignment at the Prudential office shown in your Certificate.

We are not responsible for determining whether the assignment is legal or valid. Certificates that have been assigned are not permitted to use electronic transactions.

If you assign a Certificate that is a Modified Endowment Contract, it might affect the way you are taxed. It might also affect the way the person to whom you assign the Certificate is taxed. See [TAXES](#).

Premium Refunds

The Group Contract is eligible to receive Premium Refunds. We do not guarantee that we will pay Premium Refunds. We decide the amount and manner of calculating any Premium Refunds. This calculation may use factors, charges, expenses or other assumptions that differ from those actually charged or described in the Group Contract. If there is a Premium Refund, Prudential Insurance will pay it to your Group Contract Holder. The AICPA Insurance Trust will pass it on to the subscribers in the form of a refund. Ordinarily, any refund will be reinvested in your insurance – that is, as a premium payment. However, you may choose to receive your refund in cash by notifying Aon Securities LLC in writing.

Suicide Exclusion

Generally, if the Covered Person dies by suicide within two years from the Certificate Date, Prudential will not pay the Death Benefit described in other sections of this prospectus. Instead, we will pay your beneficiary an amount equal to your premium payments minus any Certificate Debt and any withdrawals, since the Certificate Date or reinstatement. This limit will apply whether the suicide occurred while the Covered Person was sane or insane.

If the Covered Person dies by suicide within two years after the effective date of an increase in the Face Amount of your Certificate that required our approval, we will not pay the increased amount of insurance. Instead of the amount of the increase, we will pay your beneficiary the monthly charges that were attributable to the increased amount. Again, this limit will apply whether the suicide occurred while the Covered Person was sane or insane.

Incontestability

After your Certificate has been in force for two years or more during the Covered Person's lifetime, Prudential will not contest liability under the Certificate. We will also not contest liability for any change in your Certificate that required our approval after the change has been in force for two years or more during the Covered Person's lifetime.

Misstatement Of Age And/Or Gender

If the Covered Person's age is stated incorrectly in the Certificate and the error is detected prior to their death, we will adjust the monthly cost of insurance deduction to reflect the proper amount based on the correct age. If an adjustment results in an increased cost of insurance, Aon Securities LLC will bill for the difference. If an adjustment results in a decreased cost of insurance, Aon Securities LLC will refund the difference. If the change in age affects the amount of the person's insurance, Prudential will change the amount and the cost of insurance accordingly.

If the Covered person's gender is misstated and updated in our records, the monthly cost of insurance will be revised starting with the next month. Also, we will adjust the first monthly cost of insurance deduction after we update our records. This adjustment will reflect the sum of the differences each month since October of 2005 (or effective date, if later). Misstatements of age or gender are not restricted to the incontestability provision described above.

Termination Of a Group Contract Holder's Participation

The Group Contract Holder may decide to terminate the Group Contract with Prudential, by giving Prudential 90 days' written notice.

In addition, Prudential may terminate a Group Contract:

- If the aggregate Face Amount of all Certificates, or the number of Certificates in force, falls below the permitted minimum, by giving the Group Contract Holder 90 days' written notice; or
- If the Group Contract Holder fails to remit premium payments to Prudential in a timely way.

Termination of the Group Contract means that the Group Contract Holder will not remit premiums to Prudential. In that event, no new Certificates will be issued under the Group Contract. How the termination affects you is described in the [Options On Termination Of Coverage](#) section below. The options that are available to you from Prudential may depend on what other insurance options are available to you. You should refer to your particular Certificate to find out more about your options at termination of coverage.

Participants Who Are No Longer Eligible Group Members

If you are no longer a member of either the AICPA or any State Society of CPAs, you are no longer eligible for coverage. Your Group Variable Universal Life Insurance will end on the last day of the month in which Aon Securities LLC receives notice that you are no longer eligible for coverage.

If your insurance ends, you have the options of Conversion, Paid-Up Coverage, or payment of Cash Surrender Value, which are described in the [Options Upon Termination Of Coverage](#) section below. If you are a member of both the AICPA and a State Society of CPAs, and you end one of those memberships, your coverage may be reduced. If that happens, you will have a Conversion Privilege to the extent of the reduction.

Options Upon Termination Of Coverage

Your insurance coverage under the Group Contract will end when the Group Contract itself ends or when you are no longer an Eligible Group Member. If the Group Contract ends, the effect on Participants depends on whether or not the Group Contract Holder replaces the Group Contract with another life insurance contract that allows for the accumulation of cash value. Generally, here is what will happen:

- If the Group Contract Holder **does** replace the Group Contract with another life insurance contract that allows for the accumulation of cash value, Prudential will terminate your Certificate. We will also transfer the Cash Surrender Value of your Certificate directly to that new contract, unless you elect to receive the Cash Surrender Value of your Certificate. If you had Certificate Debt that is not carried forward as a loan on the new certificate, that amount of your debt will be immediately taxable to the extent of any gain.
- If the Group Contract Holder **does not** replace the Group Contract with another life insurance contract that allows for the accumulation of cash value, you will have the options of converting your Certificate, purchasing Paid-Up Coverage, or receiving the Cash Surrender Value. Each option is listed below in more detail.

Conversion

You may elect to convert your Certificate to an individual life insurance policy without giving Prudential evidence that the Covered Person is in good health. To elect this option, you must apply for it and pay the first premium:

- Within 31 days after your Certificate coverage ends or reduces without your request, if you were given notice no more than 15 days after the coverage under the Group Contract ends or is reduced; or
- Within 45 days after you were given notice that your Certificate coverage ends or reduces without your request, if you were given notice more than 15 days, but less than 90 days, after the coverage under the Group Contract ends or is reduced; or
- Within 90 days after your Certificate coverage ends or reduces without your request, if you were not given written notice.

You may select any form of individual life insurance policy issued by The Prudential Insurance Company of America (other than term insurance) that Prudential normally makes available to persons who are the same age as you and who are asking for the same amount of life insurance. Your premiums for the individual life insurance policy will be based on the type and amount of life insurance you select, your age and your risk class.

If your coverage reduces without your request, you may convert the amount of the reduction. If your coverage ends because you are no longer an Eligible Group Member, the amount you are able to convert may not exceed the total amount of life insurance ending for you reduced by:

- The amount of your Certificate Fund needed to cancel any loan due;
- The amount of any paid-up insurance you may have purchased by using your Certificate Fund after the Face Amount of insurance ends; and
- The amount of group life insurance, from any carrier, for which you become eligible within the next 45 days.

If a Covered Person dies within 90 days after the Certificate ends or reduces it without your request and you otherwise had the right to convert to an individual policy, we will pay a Death Benefit under the Certificate. The Death Benefit will be equal to the amount of individual insurance you could have had if you had actually made the conversion to the individual policy.

Paid-Up Coverage

You may elect to use your Certificate's Cash Surrender Value for Paid-Up Coverage on the Covered Person. To use this option, you must have at least \$1,000 of Cash Surrender Value on the day you elect Paid-Up Coverage. The insurance amount will depend on the Cash Surrender Value and on the Covered Person's date of birth. The amount of Paid-Up Coverage cannot be more than your Certificate's Death Benefit right before you elect Paid-Up Coverage. Once you elect Paid-Up Coverage, it will be the only coverage provided under your Certificate.

You may elect this option within 61 days of the date your Certificate ended. Prudential will make the Paid-Up Coverage effective as of the end of the Business Day on which Aon Securities LLC receives your request on the form we require you to use for this purpose. If you elect this option, your insurance may become a Modified Endowment Contract under the Internal Revenue Code. See [TAXES](#).

Payment of Cash Surrender Value

You may receive the Cash Surrender Value by surrendering your Certificate. To do this, you must make a request to Aon Securities LLC on the form that we require you to use for this purpose. The election of this option may have tax consequences. See [TAXES](#).

If you do not choose one of the options described above within 61 days of the date the Certificate ends, we will exchange your Certificate Fund for Paid-Up Coverage if your Certificate Fund value is at least \$1,000. If it does not have that much value, we will pay the Cash Surrender Value.

DEATH BENEFITS

When Death Benefit Proceeds Are Paid

Generally, we will pay any Death Benefit to the beneficiary you have named after all the documents required for such a payment are received in Good Order at the office designated to receive that request. The Death Benefit is determined as of the date of death. If we do not receive instructions on where to send the death benefit payment within 5 years (or less where required by state law) of the date of death, the funds will be escheated.

Amount Of The Death Benefit

The Death Benefit is the Face Amount of insurance plus the value of the Certificate Fund as of the date of death minus any Certificate Debt and any past due monthly charges. But, the Death Benefit will not be less than the Face Amount of insurance shown plus the amount of any additional insurance benefit, if the Covered Person's insurance is not in default and there is no Certificate Debt. If the date of death is not a business day, the Subaccount portion of the Certificate Fund will be valued using the next Business Day.

When a Covered Person attains age 100, the person's Death Benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept premiums. Any additional provisions that may have been part of the Variable Universal Life Coverage will end.

Adjustment In The Death Benefit

The Certificate Fund may have grown to the point where we would need to increase the Death Benefit to be certain that the insurance will meet the Internal Revenue Code's definition of life insurance using the "Cash Value Accumulation Test".

If that were the case for your Certificate, we would increase the Death Benefit (before we deduct any Certificate Debt and outstanding charges) to make it equal the Certificate Fund divided by the Net Single Premium per dollar of insurance for the Covered

Person's Attained Age. For this purpose, we base the Net Single Premium on the 2001 CSO Table, and interest rates as described in The Internal Revenue Code, Section 7702.

Death Claim Settlement Options

Prudential may make a range of settlement and payment options available to group life insurance beneficiaries. The standard method of settling group life insurance benefits for the AICPA Insurance Trust is payment via a lump sum check.

The following settlement options are also available (please note availability of options is subject to change). If the beneficiary elects one of these settlement options, the tax treatment of the Death Benefit may be different than it would have been had the option not been elected. Please consult your tax advisor for advice.

Prudential's Alliance Account®

Another way of settling claims of \$5,000 or more in total benefits is via a retained asset account, whereby Prudential establishes an interest bearing Alliance Account® in the beneficiary's name while the funds are held in Prudential's general account. The full amount of life insurance proceeds payable to the claimant is settled in a single distribution by the establishment of Prudential's Alliance Account®. Beneficiaries are notified of claim approval resulting in settlement via Prudential's Alliance Account® and are mailed a welcome kit containing a personalized draft book with drafts that the beneficiary can use as he/she would use bank checks. Prudential's Alliance Account® kits also contain disclosures explaining the operation of the account. The beneficiary can access all funds immediately by writing a draft for the entire amount, may leave funds in the account as long as desired, and preserves the ability to transfer all or some funds to other settlement options as available. Statements are mailed at least quarterly, or as frequently as monthly based on activity in the account. Prudential's Alliance Account® has no monthly charges, per draft charges or draft reorder charges but may incur fees for special services such as stop payment requests, requests for draft copies, or requests for priority delivery of additional drafts; a complete list of applicable fees is available upon request.

Prudential's Alliance Account® begins earning interest immediately and continues earning interest until all funds are withdrawn or the account is closed based on any minimum balance requirement, in which event a close-out check is sent to the beneficiary. Interest is accrued daily, compounded daily, and credited monthly. The interest rate may change at any time, subject to a minimum rate applicable for successive 90 day periods, and is adjusted at Prudential's discretion based on variable economic factors and may be more or less than the rate Prudential earns on the funds in the account. Changes in the minimum interest rate, if any, are communicated to Prudential's Alliance accountholders in advance via their quarterly statements or by calling customer support. Prudential Alliance Account® includes dedicated customer support and can obtain information 24-hours a day via an automated system. State law requires that if there is no account activity and we have not had contact with the accountholder after a number of years (which time period varies by state), the account may be considered dormant. If the Prudential Alliance Account® becomes dormant, the accountholder will be mailed a check for the remaining balance plus interest, at their last address shown on our records. If the accountholder does not timely cash that check, their funds will be transferred to the state as unclaimed property. If the funds are transferred to the state, the accountholder may claim those funds from the state but they may be charged a fee by the state. Once the funds are transferred to the state, we no longer have any liability with respect to the accountholder's Prudential's Alliance Account®.

Prudential's Alliance Account® is backed by the financial strength of The Prudential Insurance Company of America. All funds are held within Prudential's general account. It is not FDIC insured because it is not a bank product. Funds held in Prudential's Alliance Account are guaranteed by State Guaranty Associations. Please contact the National Organization of Life and Health Insurance Guaranty Associations (www.nolhga.com) to learn more about coverage or limitations. State Guaranty Fund coverages are not determined by Prudential. For further information, the State Department of Insurance may also be contacted. Prudential may contract with third parties to provide a check clearing, account servicing and processing support. Prudential's Alliance Account is not available for payments less than \$5,000 in total benefits, payments to individuals residing outside the United States and its territories, nor certain other payments. These payments will be paid by check. Beneficiaries may wish to consult a tax advisor regarding interest earned on the account.

Prudential's Alliance Account® is a registered trademark of The Prudential Insurance Company of America. Questions about Prudential's Alliance Account® can be directed to Alliance Customer Service toll free at 877-255-4262 or by writing to Prudential's Alliance Account®, PO BOX 535486, Pittsburgh, PA 15253.

Payments for a Fixed Period

The Death Benefit plus interest may be paid over a fixed number of years (1 to 25) either monthly, quarterly, semi-annually, or annually. The payment amount will be higher or lower depending on the period selected and the interest rate may change. Beneficiaries may withdraw the total present value of payments not yet made at any time.

Payments in Installments for Life

The Death Benefit may provide monthly payments in installments for as long as the beneficiary lives. Beneficiaries may choose a guaranteed minimum payment period (5, 10, or 20 years) or an installment refund, which will guarantee that the sum of the payments equals the amount of the Death Benefit payable under this option. If the beneficiary dies before Prudential has made all guaranteed payments, we will pay the present value of the remaining guaranteed payments to a payee your beneficiary designates. If your beneficiary does not choose a payment period, no Death Benefits will be paid.

Payment of a Fixed Amount

The beneficiary may choose an income payment of a stated amount either monthly, quarterly, semi-annually, or annually. Prudential will make the payment until the proceeds and interest earned are fully paid. Your beneficiary receives a guaranteed specified sum for a limited number of years. The interest rate can change. Any interest credited will be used to extend the payment period.

Under each of the previously-mentioned alternative options, each payment must generally be at least \$20.

Interest Income

All or part of the proceeds may be left with Prudential to earn interest, which can be paid annually, semi-annually, quarterly, or monthly. The minimum deposit is \$1,000. This option allows your beneficiary to choose another settlement option at a later time. Withdrawals of \$100 or more (including the entire unpaid Death Benefit) can be made at any time.

Lump Sum Check

Your beneficiary may choose to receive the full death benefit in a single lump sum check.

Changes In Face Amount Of Insurance

The Face Amount of insurance may increase or decrease. You may choose to increase or decrease the Face Amount of your insurance at certain times according to the Group Contract and Prudential's rules. The Face Amount may also decrease automatically when you reach age 75 and age 80. Here are some general statements about changes in your Face Amount of insurance. You should read your Certificate to learn how changes work in your case.

When your Face Amount of insurance changes - whether it increases or decreases - the change may cause your insurance to be treated as a Modified Endowment Contract under the Internal Revenue Code. When we identify such a situation, we generally will notify you and ask whether you want us to process the Face Amount of insurance change. When you respond to this notification, we will process the change as you have requested in your response as of the date we receive your response. Also, a decrease in coverage may limit the amount of premiums that you may contribute in the future. See [TAXES](#). You should consult your tax adviser before you change the Face Amount of your insurance.

Increases in Face Amount

Whether you are eligible to increase the Face Amount will depend on several factors at the time you request an increase. These factors include:

- your current Face Amount;
- your age;
- your AICPA membership;
- your State Society of CPA membership; and
- the schedule of coverage available.

When we receive a request to increase the Face Amount of insurance, Prudential may ask questions about the Covered Person's health, or require the Covered Person to have a medical exam, before the increase can become effective. Based on the answers to the questions or on the exam, Prudential may not allow the increase.

An increase in the Face Amount will result in higher insurance charges because our Net Amount at Risk will increase.

Decreases in Face Amount

Whether you are eligible to decrease the Face Amount will depend on several factors at the time you request a decrease. These factors include:

- The reduced Face Amount must be a scheduled amount available to you.
- A Participant may not decrease the Face Amount to less than \$10,000 or below the minimum amount required to maintain status as life insurance under federal tax laws.
- The Face Amount may decrease automatically when you attain ages 75 and 80.

We will calculate the change in the Face Amount at the end of the first Business Day on or after the receipt of your instructions to decrease the Face Amount or when you attain age 75 or 80. The actual decrease will generally take effect on the first Monthly Deduction Date after that. Sometimes it may take an additional month before the charges change. If that happens, we will adjust the amount we deduct the first month after the decrease takes effect to credit you for any extra monthly charges we deducted the previous month.

How We Calculate the Face Amount of Your Insurance When You Reach Age 75 and Age 80

When you reach age 75, we will reduce the Face Amount to:

1. Five times the value of the Certificate Fund, or
2. 75% of the Face Amount prior to age 75, whichever is greater

When you reach age 80, we will reduce the Face Amount to:

1. Five times the value of the Certificate Fund, or
2. 50% of the Face Amount prior to age 75, whichever is greater

Once the Face Amount is recalculated, it will be rounded to the next highest \$1,000 increment. Reductions at ages 75 and above do not affect preferred rate eligibility as long as the reduced Face Amount is at least \$188,000. We will determine the amount of any reduction that occurs due to your attainment of an age on the later of (1) the Contract Anniversary coinciding with or next following your attainment of the reduction age and (2) the Contract Anniversary (October 1) on or after the tenth anniversary of the day on which you became insured for GVUL under the Group Contract.

The value of the Certificate Fund used in determining the reduced Face Amount will be calculated on the last Business Day prior to the effective date of the reduction.

But in no event will your ultimate Face Amount of insurance, as determined above, exceed your amount of insurance on the day prior to your attainment of the reduction age. Nor will your amount of insurance at any time be reduced to an amount below an amount required to keep the coverage within the definition of the life insurance under the Internal Revenue Code of 1986, or successor law, without reducing the Certificate Fund.

ADDITIONAL INSURANCE BENEFITS AVAILABLE UNDER THE CONTRACT

In addition to the standard death benefit(s) associated with your Certificate, other standard and/or optional benefits may also be available to you. The following table summarizes information about those additional insurance benefits. Information about applicable fees associated with each benefit included in this table may be found in the [FEE TABLE](#).

Name Of Benefit	Purpose	Is Benefit Standard Or Optional	Brief Description Of Restrictions/Limitations
Accelerated Benefit Option	Provides for an early lump sum payment of part of the Certificate's Death Benefit when the Covered Person is diagnosed as being terminally ill.	Standard	<ul style="list-style-type: none"> Subject to certain eligibility requirements, and approval of the claim. We will not pay an accelerated benefit option if you are required to elect it to meet the claims of creditors or to obtain a government benefit.
Accidental Death and Dismemberment Benefit	Provides insurance for accidental loss of life, sight, hand, or foot	Optional	<ul style="list-style-type: none"> Excludes certain types of losses. We will not pay a benefit on any Accidental Death Benefit type rider if the death or injury is caused or contributed to by war or act of war, declared or undeclared, including resistance to armed aggression.
Extended Death Protection During Total Disability	Provides protection during total disability.	Optional	<ul style="list-style-type: none"> Subject to satisfactory proof of continued total disability.
Child Term Benefit	Provides term life insurance coverage on qualified dependents.	Optional	<ul style="list-style-type: none"> Dependent(s) must be unmarried, living at birth, and less than 25 years old. Will reduce the amount of the annual refund that could otherwise be received from your Group Contract Holder.

The following additional insurance benefits are available to you, either automatically or as options.

Accelerated Benefit Option

You are automatically covered for the Accelerated Benefit Option. Under an accelerated benefit option (referred to in your Certificate as Option to Accelerate Payment of Certain Death Benefits), You can elect to receive an early lump sum payment of part of the Certificate's Death Benefit when the Covered Person is diagnosed as being terminally ill. "Terminally ill" means the Covered Person has a life expectancy of 6 months or less. You must give Prudential satisfactory evidence that the Covered Person is terminally ill.

The amount of the accelerated payment will be equal to a portion of the Covered Person's Net Amount at Risk or Face Amount or Paid-up Coverage, plus a portion of the Covered Person's Certificate Fund. Generally, the minimum election is the lesser of 25% of the Face Amount or Paid-up Coverage and \$50,000 and the maximum election is the lesser of 75% of the Face Amount or Net Amount at Risk or Paid-up Coverage and \$1,000,000. If you elect to receive payment under the Accelerated Benefit Option, then the total amount otherwise payable on the Covered Person's death will be reduced by the amount of the accelerated payment.

We will not pay an accelerated benefit if coverage was assigned or if you are required to elect it to meet the claims of creditors or to obtain a government benefit. We can furnish details about the amount of accelerated benefit that is available to you. Unless required by law, you can no longer request an increase in the Face Amount of your Certificate once you have elected to receive an accelerated benefit. The amount of future premium payments you can make may also be limited.

Adding the Accelerated Benefit Option to your Certificate will not affect the way you are taxed. This income tax exclusion may not apply if the benefit is paid to someone other than the Participant. But, if you actually receive proceeds from the Accelerated Benefit Option, it could have tax consequences and may affect your eligibility for certain government benefits or entitlements. In general, the accelerated benefit option is excluded from income if the Covered Person is terminally ill or chronically ill as defined in the tax law (although the exclusion in the latter case may be limited). You should consult a tax adviser before you elect to receive this benefit.

Example:			
Shown below is a hypothetical example of how an accelerated benefit under the Terminal Illness Option will impact the Certificate. The figures used are for illustrative purposes only and are not guaranteed.			
In this hypothetical example assume (1) a Death Benefit of \$200,000, (2) an insured with an assumed life expectancy of 6 months. Certificate Debt is subtracted from the accelerated benefit.			
	Certificate values before acceleration of Death Benefit:	Certificate values after acceleration of Death Benefit:	
		75% Accelerated	50% Accelerated
	- - -	25% Death Benefit	50% Death Benefit
Accelerated Benefit:	-	\$158,370.00	\$105,580.00
Insurance Amount:	\$200,000.00	\$50,000.00	\$100,000.00
Certificate Debt:	\$1,040.00	\$260.00	\$520.00
Death Benefit:	\$198,960.00	\$49,740.00	\$99,480.00
Certificate Fund:	\$12,200.00	\$3,050.00	\$6,100.00
Surrender Charge:	\$0.00	\$0.00	\$0.00
Death Benefit:	\$211,160.00	\$52,790.00	\$105,580.00

Accidental Death And Dismemberment Benefit

If you are younger than age 75, you may be covered for an Accidental Death and Dismemberment Benefit. You may elect to decline an Accidental Death and Dismemberment Benefit. An Accidental Death and Dismemberment Benefit provides you insurance for accidental loss of life, sight, hand, or foot.

This benefit excludes certain types of losses. For example, losses due to suicide or attempted suicide, diseases and infirmities, medical or surgical treatments are not covered. We will not pay a benefit on any Accidental Death Benefit type rider if the death or injury is caused or contributed to by war or act of war, declared or undeclared, including resistance to armed aggression. This restriction includes service in the armed forces of any country at war. The benefit may be subject to other exclusions from coverage, age limitations, and benefit limitations.

Any Accidental Death and Dismemberment coverage you may have will be extended when you are Totally Disabled under the Extended Death Protection During Total Disability additional insurance benefit and the Accidental Death and Dismemberment charges will be waived.

You should refer to your Certificate to learn the details of any benefit that may be available to you. This benefit ends when you reach age 75.

Extended Death Protection During Total Disability

You may choose an extended Death Benefit option (also referred to as Waiver of Cost of Insurance Charges) that continues to provide you with protection while you are totally disabled. Under this provision, Prudential Insurance will waive your monthly charges if you became totally disabled prior to age 60 and after you have been totally disabled nine continuous months.

We will extend your insurance coverage as long as you remain disabled for successive one-year periods, until age 75 if you were disabled before 10/1/2015. If you were disabled on or after 10/1/2015, we will extend your insurance coverage as long as you remain disabled for successive one-year periods, until age 80. At age 75 or 80 whichever is applicable, Monthly Charges will again be deducted and coverage may lapse if the Certificate Fund is insufficient. See [LAPSE AND REINSTATEMENT](#).

You must provide satisfactory proof of continued total disability.

Child Term Benefit

You may choose a child term insurance benefit. This life insurance benefit covers your dependent child or children. The child must be unmarried, living at birth and less than 25 years old. You should refer to your Certificate to learn the details of any benefit that may be available to you.

If you choose this optional benefit, it will reduce the amount of the annual refund that you could otherwise receive from your Group Contract Holder.

PREMIUMS

Your Group Variable Universal Life Insurance has flexible premiums.

Routine Premium Payments

You will usually be able to decide how often to make premium payments and how much each premium payment will be. You must make sure that there is enough value in your Certificate Fund--minus Certificate Debt and outstanding charges-- to cover each month's charges. If there is not, your insurance will end (in insurance terms, it will "lapse"). If the balance in your Certificate Fund is less than the amount of any month's charges, you must make a premium payment that increases your Certificate Fund balance above this minimum amount. You must make that payment during the grace period. If you don't, your insurance coverage will end. See the [LAPSE AND REINSTATEMENT](#) section to learn how your insurance will end and what you can do to stop it from ending.

You will also be required to pay a minimum initial premium to become a Participant. The minimum initial premium equals the cost of coverage for the first two months.

Additional Premium Payments

In addition to routine premium payments, you may make additional premium payments at any time. Prudential reserves the right to limit the amount of additional premiums.

How You Will Pay Premiums

Participants will remit payments to the AICPA Insurance Trust which are the Contributions described in your Certificate. The AICPA Insurance Trust will make payments called premiums to Prudential when your Contributions are passed on to us.

Deducting Premiums by Automatic Debit

You may choose to have your premium deducted automatically from your checking or savings account.

Effect Of Premium Payments On Tax Status

If you pay additional premiums, we may need to increase your Death Benefit (and corresponding cost of insurance charges) to continue to qualify it as life insurance for federal tax purposes. Also, if you make premium payments above certain limits, the tax status of the insurance may change to that of a Modified Endowment Contract under the Internal Revenue Code. That status could have significant disadvantages from a tax standpoint. We have procedures designed to identify most situations in which a premium payment would cause your Certificate to be treated as a Modified Endowment Contract. When we identify such a situation, we generally will notify you and ask whether you want us to refund the premium payment. If you fail to respond within a reasonable time, we will continue to process the premium payment as usual.

If you have notified us in the past 13 months that you want us to refund excess premium payments causing Modified Endowment Contract treatment and we receive any excess payment which is less than \$100.00, then we may, without additional notification by you, sell the minimum number of shares necessary so as not to cause your Certificate to be treated as a Modified Endowment Contract.

We reserve the right to return any premium payment that would cause your insurance to fail to qualify as life insurance under applicable tax laws, or that would increase the Death Benefit by more than it increases the Certificate Fund. See [TAXES](#).

Processing and Valuing Transactions

Prudential is generally open to process financial transactions on those days that the New York Stock Exchange (NYSE) is open for trading. There may be circumstances where the NYSE does not open on a regularly scheduled date or time or closes at an earlier time than scheduled (normally 4:00 p.m. Eastern Time). Generally, financial transactions received in Good Order before the close of regular trading on the NYSE will be processed according to the value next determined following the close of business. Financial transactions received on a non-business day or after the close of regular trading on the NYSE will be processed based on the value next computed on the next Valuation Day.

We will not process any financial transactions involving purchase or redemption orders on days the NYSE is closed. Prudential will also not process financial transactions involving purchase or redemption orders or transfers on any day that:

- trading on the NYSE is restricted;

- an emergency, as determined by the SEC, exists making redemption or valuation of securities held in the Separate Account impractical; or
- the SEC, by order, permits the suspension or postponement for the protection of security holders.

In certain circumstances, we may need to correct the processing of an order. In such circumstances, we may incur a loss or receive a gain depending upon the price of the security when the order was executed and the price of the security when the order is corrected. With respect to any gain that may result from such order correction, we may retain any such gain as additional compensation for these correction services.

Allocation Of Premiums

Prudential will allocate premium payments to your Certificate Fund after we deduct any charges that apply. The amount of your premium after we deduct those charges is called the "Net Premium." See [CHARGES AND EXPENSES](#). Your Contract may include Funds that are not currently accepting additional investments. Prudential may determine to stop accepting additional investments in any Variable Investment Option.

Here's how Prudential will credit your Net Premiums: we generally will credit your Net Premium to your investment options at the end of the Business Day on which your payment is received in Good Order. Any premium payments received before the Certificate Date will be deposited as of the Certificate Date.

- **BEFORE THE CERTIFICATE DATE.** Any premium payment that is received before the Certificate Date and any premium payment that is not in Good Order will be held (on your behalf) in a suspense account and we may earn interest on such amount. You will not be credited interest on those amounts. The monies held in the suspense account may be subject to claims of our general creditors. If we receive a premium payment before we have approved your enrollment under the Group Contract, however, we generally will return the premium payment to you.
- **DURING THE FIRST 30 DAYS THAT YOUR CERTIFICATE IS IN EFFECT.** We will allocate any Net Premiums that we receive during the first 30 days to the Fixed Account. We will leave the Net Premiums in the Fixed Account for those first 30 days.
- **AFTER YOUR CERTIFICATE HAS BEEN IN EFFECT FOR 30 DAYS.** After your Certificate has been in effect for 30 days, Prudential will credit any Net Premiums to your Certificate Fund and allocate it to the investment options you selected.

If you have not given us complete instructions on how you want Net Premiums to be invested, we will leave your Net Premiums invested in the Fixed Account until you furnish complete information.

Subsequent premium payments received without the appropriate information will be held in a suspense account. If the appropriate information is received, the money will be applied to the Participant's account. If the appropriate information is not received, the money will be returned. This applies to funds and information received from the Group Contract Holder where there is not sufficient Participant data necessary to apply the money to a Participant's account.

Changing The Allocation Of Future Premium Payments

You may ask to change the way your future premium payments will be allocated among the investment options. Aon Securities LLC will give you a form to use for this purpose. The minimum percent that you may allocate to an available investment option is 5%. All allocations must be in whole percentages.

We do not currently charge for changing the allocation of your future premiums. We may charge for changes in the future.

Transfers/Restrictions On Transfers

You may transfer amounts from one investment option to another. You may request a transfer in terms of dollars (such as a transfer of \$10,000 from one available option to another) or in terms of a percent reallocation (such as a transfer of 25% of your Certificate Fund from one option to another). The minimum percent that you may allocate to an available investment option is 5%. All allocations must be in whole percents.

For the first 20 transfers in a Certificate Year, you may transfer amounts by proper written notice, or electronically. See the Statement of Additional Information for procedure information. After you have submitted 20 transfers in a Certificate Year, we will accept subsequent transfer requests only if they are in a form acceptable to us, bear an original signature in ink, and are sent to us by U.S. regular mail. After you have submitted 20 transfers in a Certificate Year, a subsequent transfer request by fax or electronic means will be rejected, even in the event that it is inadvertently processed.

Multiple transfers that occur during the same day, but prior to the end of the valuation period for that day, will be counted as a single transfer.

There is no transaction charge for the first 12 transfers among investment options per Certificate Year. We may charge an administrative charge of up to \$20 for each transfer exceeding 12 in any Certificate Year.

For purposes of the 20 transfer limit, we currently do not count transfers that involve one of our systematic programs, such as Dollar Cost Averaging. For additional information, please see the [Dollar Cost Averaging](#) section below.

The Group Contract was not designed for professional market timing organizations, other organizations, or individuals using programmed, large, or frequent transfers. Large or frequent transfers among Variable Investment Options in response to short-term fluctuations in markets, sometimes called “market timing,” can make it very difficult for Fund advisers/sub-advisers to manage the Variable Investment Options. Large or frequent transfers may cause the Funds to hold more cash than otherwise necessary, disrupt management strategies, increase transaction costs, or affect performance to the disadvantage of other Participants. If we (in our own discretion) believe that a pattern of transfers or a specific transfer request, or group of transfer requests, may have a detrimental effect on the share prices of the Variable Investment Options, or we are informed by a Fund (e.g., by the Fund’s adviser/sub-adviser) that the purchase or redemption of shares in the Variable Investment Option must be restricted because the Fund believes the transfer activity to which such purchase or redemption relates would have a detrimental effect on share price of the affected Variable Investment Option, we may modify your right to make transfers by restricting the number, timing, and amount of transfers. We reserve the right to prohibit transfer requests made by an individual acting under a power of attorney on behalf of more than one Participant. We will immediately notify you at the time of a transfer request if we exercise this right.

Any restrictions on transfers will be applied uniformly to all Participants, and will not be waived. However, due to the discretion involved in any decision to exercise our right to restrict transfers, it is possible that some Participants may be able to effect transactions that could affect Fund performance to the disadvantage of other Participants.

Your Group Contract may include Funds that are not currently accepting additional investments. See the section titled [The Prudential Variable Contract Account GI-2](#).

Owners of variable life insurance or variable annuity contracts that do not impose the above-referenced transfer restrictions might make more numerous and frequent transfers than Participants and other contract owners who are subject to such limitations. Contract owners who are not subject to the same transfer restrictions may have the same Variable Investment Options available to them, and unfavorable consequences associated with such frequent trading within the Variable Investment Option (e.g., greater portfolio turnover, higher transaction costs, or performance or tax issues) may affect all contract and Participants.

The Funds have adopted their own policies and procedures with respect to excessive trading of their respective shares, and we reserve the right to enforce these policies and procedures. The prospectuses for the Funds describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Under SEC rules, we are required to: (1) enter into a written agreement with each Fund or its principal underwriter that obligates us to provide to the Fund promptly upon request certain information about the trading activity of individual Contract owners, and (2) execute instructions from the Fund to restrict or prohibit further purchases or transfers by specific Contract owners who violate the excessive trading policies established by the Fund. In addition, you should be aware that some Funds may receive “omnibus” purchase and redemption orders from other insurance companies or intermediaries such as retirement plans. The omnibus orders reflect the aggregation and netting of multiple orders from individual owners of variable insurance contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the Funds in their ability to apply their excessive trading policies and procedures. In addition, the other insurance companies and/or retirement plans may have different policies and procedures or may not have any such policies and procedures because of contractual limitations. For these reasons, we cannot guarantee that the Funds (and thus Contract owners and Participants) will not be harmed by transfer activity relating to other insurance companies and/or retirement plans that may invest in the Funds.

A Fund also may assess a short term trading fee in connection with a transfer out of the Variable Investment Option investing in that Fund that occurs within a certain number of days following the date of allocation to the Variable Investment Option. Each Fund determines the amount of the short term trading fee and when the fee is imposed. The fee is retained by or paid to the Fund and is not retained by us. The fee will be deducted from your Contract Value to the extent allowed by law. At present, no Fund has adopted a short-term trading fee.

Although our transfer restrictions are designed to prevent excessive transfers, they are not capable of preventing every potential occurrence of excessive transfer activity.

Transfers will take effect as of the end of the Business Day in which a proper transfer request is received by Aon Securities LLC in Good Order on the form we require you to use for this purpose. Aon Securities LLC will give you a form to request a transfer.

Dollar Cost Averaging

As an administrative practice, we currently offer a feature called Dollar Cost Averaging, or DCA. Once the free look period ends, this feature lets you systematically transfer specified dollar amounts from the Prudential Series Fund Government Money Market Portfolio to the other available Funds at monthly intervals. See the section titled [The Prudential Variable Contract Account GI-2](#). You can request that a designated number of transfers be made under the DCA feature. When we make transfers under the DCA feature, the transfers are effective as of the end of the first Business Day of the following month.

You may use DCA at any time after your Certificate becomes effective. To start the DCA feature, you have to make a premium payment of at least \$1,000 to the Prudential Series Fund Government Money Market Portfolio or have at least \$1,000 in the Prudential Series Fund Government Money Market Portfolio.

Aon Securities LLC will give you a form to request DCA. If Aon Securities LLC receives your request form in Good Order by the tenth of the month, we will start DCA processing during the next month. If the request is received after the tenth day of the month, we will start DCA processing during the month after the next month. We will terminate the DCA arrangement when any of the following events occur:

- We have completed the designated number of transfers;
- The amount you have invested in the Prudential Series Fund Government Money Market Portfolio is not enough to complete the next transfer;
- Aon Securities LLC receives your written request to end the DCA arrangement; or
- You no longer have coverage under the Group Variable Universal Life Insurance.

Currently, we do not charge for the DCA arrangement but we may in the future.

The main objective of DCA is to shield investments from short-term price fluctuations. Since the same dollar amount is transferred to an available investment option with each transfer, you buy more of the Investment Option when its price is low and a lesser interest in the investment option when the price is high. Therefore, you may achieve a lower average cost over the long term. This plan of investing does not assure a profit or protect against a loss in declining markets.

We reserve the right to change this practice, modify the requirements, or discontinue the feature in a non-discriminatory manner. We will notify you prior to changing, modifying, or discontinuing this feature.

CERTIFICATE VALUES

Surrender Of a Certificate

You may surrender your Certificate for its Cash Surrender Value at any time while the insured is living. If you do, all insurance coverage will end.

We will pay the proceeds as described in the [When Proceeds Are Paid](#) section. If you redeem units from your Certificate Fund that you just purchased and paid for by check or ACH (Automatic Clearing House) transfer, we will process your redemption, but will delay sending you the proceeds for up to 10 calendar days to allow the check or ACH transfer to clear.

A surrender may have tax consequences. See [TAXES](#).

Cash Surrender Value

The Cash Surrender Value of your Certificate is equal to your Certificate Fund minus any Certificate Debt and outstanding charges. On any day, your Certificate Fund equals the sum of the amounts in the Funds, the amount invested in the Fixed Account, and the Loan Account. See [Loans](#).

The Cash Surrender Value will change daily to reflect:

- Net Premiums;
- Withdrawals;
- Increases or decreases in the value of the Funds you selected;

- Interest credited on any amounts allocated to the Fixed Account and on the Loan Account;
- Interest accrued on any loan;
- The daily asset charge for mortality and expense risks assessed against the Variable Investment Options; and
- Monthly charges that Prudential deducts from your Certificate Fund.

If you ask, Aon Securities LLC will tell you the amount of the Cash Surrender Value of your Certificate. Prudential does not guarantee a minimum Cash Surrender Value. It is possible for the Cash Surrender Value of your Certificate to be zero.

Withdrawals

While your Certificate is in effect, you may withdraw part of your Certificate's Cash Surrender Value ("Withdrawal"). We will take it from each investment option you selected in the same proportions as the value of your Certificate Fund is invested, unless your request tells us to take the withdrawal from only selected investment options.

We will pay you the amount withdrawn as described in the [When Proceeds Are Paid](#) section. If you redeem units from your Certificate Fund that were recently purchased by check or ACH transfer, we will process your redemption, but will delay sending you the proceeds for up to 10 calendar days to allow the check or ACH transfer to clear.

You must withdraw at least \$200 in any withdrawal. You may withdraw any amount that is more than \$200, but you must leave enough in your Certificate Fund (less any Certificate Debt and outstanding charges) to pay the next month's charges.

There is no limit on the number of withdrawals you can make in a year. However, there is a transaction charge for each withdrawal. Currently, this charge is \$10 or 2% of the amount you withdraw, whichever is less. In the future, Prudential Insurance may raise this charge, but not above \$20. We will deduct the transaction charge from the amount you withdraw. A withdrawal will decrease the amount of the Death Benefit.

You may not repay any amount that you withdraw, although you generally may make additional premium payments. Withdrawals may have tax consequences. See [TAXES](#).

Payment Of Cash Surrender Value

You may receive the Cash Surrender Value by surrendering your Certificate. To do this, you must make a request to Aon Securities LLC on the form that we require you to use for this purpose. The election of this option may have tax consequences. See [TAXES](#).

If you do not choose one of the options described above within 61 days of the date the Certificate ends, we will exchange your Certificate Fund for Paid-Up Coverage if your Certificate Fund value is at least \$1,000. If it does not have that much value, we will pay the Cash Surrender Value.

Loans

You may borrow up to the Maximum Loan Value of your Certificate Fund. The Maximum Loan Value is 90% of your Certificate Fund minus any existing loan (and its accrued interest), outstanding charges, and the amount of the next month's charges. In states that require it, you may borrow a greater amount.

You cannot take a loan if the Certificate Debt exceeds the Maximum Loan Value. Prudential will pay loan proceeds as described in the [When Proceeds Are Paid](#) section.

Interest charged on the loan accrues daily at a rate that Prudential sets each year. Interest payments are due the last business day before the Contract Anniversary. If you do not pay the interest when it is due, we will add it to the principal amount of the loan. When this happens, we will take an amount out of your investment options to make the loan and the Loan Account equal in value.

When you take a loan from your Certificate Fund, here's what happens:

- We will take an amount equal to the loan out of each of your investment options on a pro-rata basis unless you tell us to take it only from selected investment options.
- We will start a Loan Account for you and will credit the Loan Account with an amount equal to the loan.

- We will generally credit interest to the amount in the Loan Account at an effective annual rate that is currently 1% less than the rate Prudential Insurance charges as interest on the loan. The crediting rate will generally be equal to the Fixed Account crediting rate, but will never be less than 4%.

You may repay all or part of a loan at any time. We will apply a loan repayment first against any unpaid loan interest and then to reduce the principal amount of the loan. You may repay a loan either by repayment or by withdrawing amounts from the Certificate Fund. You should send your loan repayments directly to Prudential Insurance. You may request a loan repayment form from Aon Securities LLC.

If you repay a loan by using the Certificate Fund, we will treat the repayment as a withdrawal from the Certificate Fund. A withdrawal may have tax consequences. See [Withdrawals](#) and [TAXES](#).

A loan will not cause your Certificate to lapse. However, your loan plus accrued interest (together, these are called "Certificate Debt") may not equal or exceed the value of your Certificate Fund. If Certificate Debt exceeds the value of your Certificate Fund, you will not have enough money in your Certificate Fund to cover the month's charges and your coverage will end. See [LAPSE AND REINSTATEMENT](#).

If you still have Certificate Debt outstanding when you surrender your Certificate or when you allow your Certificate to lapse, the amount you borrowed may become taxable. Also, loans from Modified Endowment Contracts may be treated for tax purposes as distributions of income. See [TAXES](#).

If we pay the Death Benefit or the Cash Surrender Value while a loan is outstanding, we will reduce the Death Benefit or the Cash Surrender Value by the amount of the loan plus any accrued interest.

A loan will have a permanent effect on your Certificate's Cash Surrender Value. It may also have a permanent effect on the Death Benefit. This happens because the investment results of the investment options you selected will apply only to the amount remaining in those investment options after the loan amount is transferred to the Loan Account. The longer a loan is outstanding, the greater the effect is likely to be. The effect could be favorable or unfavorable. If investment results are greater than the rate being credited on the amount of the loan while the loan is outstanding, values under the Contract will not increase as rapidly as they would have if no loan had been made. If investment results are below that rate, Contract values will be higher than they would have been had no loan been made.

When Proceeds Are Paid

Prudential will generally pay any Death Benefit, Cash Surrender Value, withdrawal or loan proceeds within 7 days after the request for payment is received in Good Order. These proceeds will be paid to the U.S. checking or savings account you indicate on the form. If an invalid account or no account is provided, a check will be mailed to the address on the form. We will determine the amount of the Death Benefit as of the date of the Covered Person's death. For other types of redemptions, we will determine the amount of the proceeds as of the end of the Business Day on which we received the request in Good Order. There are certain circumstances when we may delay payment of proceeds:

- We may delay payment of proceeds that come from the Funds and the variable part of the Death Benefit if any of the following events occurs: the New York Stock Exchange is closed (other than for a regular holiday or a weekend), trading is restricted by the SEC, or the SEC declares that an emergency exists.
- We expect to pay proceeds that come from the Fixed Account or from Paid-Up Coverage promptly upon request, but we do have the right to delay these payments (other than the Death Benefit) for up to six months (or a shorter period, if required by state law). We will pay interest at the current rate for settlement options left with Prudential to accumulate with interest if we may delay payment for more than 10 days.

LAPSE AND REINSTATEMENT

In general, your Certificate will remain in force as long as the balance in your Certificate Fund (less any Certificate Debt and outstanding charges) is enough to pay the monthly charges when due. If the Certificate Fund balance is not enough, Aon Securities LLC will send you a notice to tell you that your insurance is going to end, how much you must pay to stop it from ending, and when you must pay. We will send the notice to the last known address we have on file for you. This payment must be received by the end of the grace period, or the Certificate will no longer have any value. The grace period is currently 91 days. However, we guarantee that the grace period will be at least the later of 91 days after the Monthly Deduction Date, or 30 days after the date Aon Securities LLC mailed you the notice. A Certificate that lapses with Certificate Debt may affect the way you are taxed. See [TAXES](#).

If the Covered Person dies during the grace period, we will reduce the Death Benefit by any past due monthly charges and by any Certificate Debt.

You may request reinstatement of a lapsed Certificate any time within 3 years after the end of the grace period. At the time you request reinstatement, you must be less than the maximum age at which a Certificate may be held. We will not reinstate a lapsed Certificate if the Group Contract under which the Certificate was issued ended or if you are no longer an Eligible Group Member. (If you are an Applicant Owner, we will not reinstate a lapsed Certificate if the Covered Person is no longer eligible for coverage under the Group Contract.)

To reinstate your Certificate, you must send the following items to Aon Securities LLC:

- A written request for reinstatement;
- Evidence of the good health of the Covered Person. The evidence must be satisfactory to Prudential;
- A premium payment that is at least enough, after deduction of any charges that apply, to pay the monthly charges for the grace period and for two more months. See [CHARGES AND EXPENSES](#);
- We will make your Certificate effective again on the Monthly Deduction Date that occurs after we approve your request for reinstatement. The terms of your original Certificate will still apply. We will apply a new two-year period of incontestability. See [Incontestability](#).

Currently, we do not charge for a reinstatement, but we reserve the right to charge for reinstatements in the future. Reinstatement of your Certificate does not reverse or eliminate tax reporting related to a lapse with an outstanding loan.

TAXES

This summary provides general information on federal income tax treatment of a Certificate under the Group Contract. It is not a complete statement of what federal income taxes will be in all circumstances. It is based on current law and interpretations, which may change. It does not cover state taxes or other taxes. It is not intended as tax advice. You should consult your own tax adviser for complete information and advice.

Treatment As Life Insurance And Investor Control

The Certificate must meet certain requirements to qualify as life insurance for tax purposes. These requirements include certain definitional tests and rules for diversification of investments. For further information on the diversification requirements, see Dividends, Distributions and Taxes in the applicable Fund prospectuses or Statements of Additional Information.

We believe we have taken adequate steps to insure that the Certificate qualifies as life insurance for tax purposes. Generally speaking, this means that:

- You will not be taxed on the growth of the Funds in the Certificate Fund, unless you receive a distribution from the Certificate Fund, and
- The Certificate's Death Benefit will be income tax free to your beneficiary. However, your Death Benefit may be subject to estate taxes.

Although we believe that the Certificate should qualify as life insurance for tax purposes, there are some uncertainties, particularly because the Secretary of Treasury has not yet issued permanent regulations that bear on this question. Accordingly, because of these uncertainties, we reserve the right to make changes--which will be applied uniformly to all Participants after advance written notice--that we deem necessary to ensure that the Certificates under the Group Contract will qualify as life insurance or to comply with applicable federal tax rules.

The tax law limits the amount of control you may have over choosing investments for the Certificate. If this "investor control" rule is violated the Certificate assets will be considered owned directly by you and lose the favorable tax treatment generally afforded life insurance. Treasury regulations issued to date do not provide guidance concerning the extent to which Participants may direct their investments to the particular available Subaccounts of a separate account without causing the Participants, instead of Prudential Insurance, to be considered the owners of the underlying assets. The ownership rights under the Certificate are similar to, but different in certain respects from, those addressed by the Internal Revenue Service ("IRS") rulings holding that the insurance company was the owner of the assets. For example, Participants have the choice of more funds and the ability to reallocate amounts among available Subaccounts more frequently than in the rulings. While we believe that Prudential Insurance will be treated as the

owner of the separate account assets, it is possible that the Participants may be considered to own the assets. Because of this uncertainty, Prudential reserves the right to make such changes as it deems necessary to assure that the Certificate qualifies as life insurance for tax purposes and that Prudential Insurance will be treated as the owner of the underlying assets. Any such changes will apply uniformly to affected Participants and will be made with such notice to affected Participants as is feasible under the circumstances.

In order to meet the definition of life insurance rules for federal income tax purposes, the Certificate must satisfy the Cash Value Accumulation Test under the Internal Revenue Code.

Under the Cash Value Accumulation Test, the Certificate must maintain a minimum ratio of Death Benefit to cash value. Therefore, in order to ensure that the Certificate qualifies as life insurance, the Certificate's Death Benefit may increase as the Certificate Fund value increases. The Death Benefit, at all times, must be at least equal to the Certificate Fund multiplied by the applicable Attained Age factor.

Changes in your Certificate may result in your Certificate being considered newly issued and require "re-testing" of a Certificate under either the Cash Value Accumulation Test or Guideline Premium Test using the mandatory Commissioner Standard Ordinary Mortality (CSO) Table and prescribed interest rates as of that date.

The Certificate may not qualify as life insurance under federal tax law after the Insured has attained age 100 and may be subject to adverse tax consequences. A tax advisor should be consulted before you choose to continue the Certificate after the insured reaches age 100.

Pre-Death Distributions

The tax treatment of any distribution you receive before the Covered Person's death depends on whether your Certificate is classified as a Modified Endowment Contract.

Certificates Not Classified As Modified Endowment Contracts

- If you surrender your Certificate or allow it to lapse, you will be taxed on the amount you receive in excess of the premiums you paid less the untaxed portion of any prior withdrawals. For this purpose, you will be treated as receiving any portion of the Cash Surrender Value used to repay Certificate Debt. In other words, you will immediately have taxable income to the extent of gain in the Certificate. Reinstatement of the Certificate after lapse will not eliminate the taxable income which we are required to report to the IRS. The tax consequences of a surrender may differ if you take the proceeds under an income payment settlement option.
- Generally, you will be taxed on a withdrawal to the extent the amount you receive exceeds the premiums you paid for the Certificate less the untaxed portion of any prior withdrawals. However, under some limited circumstances, in the first 15 Certificate Years, all or a portion of a withdrawal may be taxed if the Certificate Fund exceeds the total premiums paid less the untaxed portions of any prior withdrawals, even if total withdrawals do not exceed total premiums paid.
- Extra premiums for optional benefits and riders generally do not count in computing the premiums paid for the Certificate for the purposes of determining whether a withdrawal is taxable.
- Loans you take against the Certificate are ordinarily treated as debt and are not considered distributions subject to tax unless the Certificate is surrendered or lapses.

Modified Endowment Contracts

- The rules change if the Certificate is classified as a Modified Endowment Contract. The Certificate could be classified as a Modified Endowment Contract if premiums in excess of certain IRS limits are paid, or a change in the Face Amount of insurance is made (or an additional benefit is added or removed). You should first consult a tax adviser if you are contemplating any of these steps.
- If the Certificate is classified as a Modified Endowment Contract, then lifetime withdrawals or loans you receive under the Certificate (before the death of the insured) are generally included in income to the extent that the Certificate Fund (before surrender charge) exceeds the premiums paid for the Certificate. Please note that the premium paid amount is increased by the amount of any loans previously included in income and reduced by any untaxed amounts previously received (other than the amount of any loans excludible from income). An assignment of a Modified Endowment Contract is taxable in the same way. These rules also apply to pre-death distributions, including loans and assignments, made during the two-year period before the time that the Certificate became a Modified Endowment Contract.

- These rules also apply to loans, withdrawals, Premium Refunds (passed on to you) which are not reinvested, and full surrenders made during the two-year period before the time that the Certificate became a Modified Endowment Contract.
- Any taxable income on pre-death distributions (including full surrenders) is subject to a penalty tax of 10 percent unless the amount is received on or after age 59½, on account of your becoming disabled or as a life annuity.
- All Modified Endowment Contracts issued by us to you during the same calendar year are treated as a single Certificate for purposes of applying these rules.
- Changes in the Certificate, including changes in death benefits, may require additional testing to determine whether the Certificate should be classified as a Modified Endowment Contract.

Income Tax Withholding

You must affirmatively elect that no income taxes be withheld from a pre-death distribution. Otherwise, the taxable portion of any amounts you receive will be subject to income tax withholding. You are not permitted to elect out of income tax withholding if you do not provide a social security number or other taxpayer identification number or payment is made outside the United States. You may be subject to penalties under the estimated tax payment rules if your income tax withholding and estimated tax payments are insufficient to cover the income tax due.

Other Tax Considerations

If you transfer or assign the Certificate to someone else, there may be gift, estate and/or income tax consequences. If you transfer the Certificate to a person two or more generations younger than you (or designate such a younger person as a beneficiary), there may be Generation Skipping Transfer tax consequences. Deductions for interest paid or accrued on Certificate Debt or on other loans that are incurred or continued to purchase or carry the Certificate may not be permitted under the tax law. Your individual situation or that of your beneficiary will determine the federal estate taxes and the state and local estate, inheritance and other taxes due if you or the Covered Person, if different, dies.

If you transfer your Certificate to a foreign person, we may be required to provide an information return regarding the transfer to you and the IRS.

The earnings of the Account are taxed as part of Prudential's operations. The Account does not intend to qualify as a regulated investment company under the Internal Revenue Code.

Federal Income Tax Status Of Amounts Received Under The Certificate

Variable life insurance contracts receive the same Federal income tax treatment as conventional life insurance contracts (those where the amount of the Death Benefit is fixed instead of variable). Here's what that means:

- First, the Death Benefit is generally not included in the gross income of the beneficiary;
- Second, increases in the value of the Certificate Fund are generally not included in the taxable income of the Participant. This is true whether the increases are from income or capital gains;
- Third, surrenders, Premium Refunds (passed on to you) which are not reinvested, and withdrawals are generally treated first as a return of your investment in the Certificate and then as a distribution of taxable income. The taxable portion of the distribution is taxed as ordinary income. Different tax rules apply if your Certificate is classified as a Modified Endowment Contract. See the [Pre-Death Distributions](#) section above.
- Fourth, loans are not generally treated as distributions. Different tax rules apply if your Certificate is classified as a Modified Endowment Contract. See the [Pre-Death Distributions](#) section above.

You should consult your tax adviser for guidance on your specific situation.

Sales Of Issued Life Insurance Policies To Third Parties

If you sell your Certificate to a third party with whom the insured does not have a substantial family, financial or business relationship (as defined in the Internal Revenue Code and accompanying Treasury Regulations), then the sale may be considered to be a reportable policy sale.

The purchaser of your Certificate in a reportable policy sale is required to submit a Form 1099-LS to us, the IRS and the seller. Once received, we are required to report your cash surrender value and cost basis information with respect to the Certificate as of the

date of the sale to the IRS and the seller. In addition, if a sale is a reportable policy sale, then all or part of the death benefit will be subject to income tax, and then all or part of the death benefit will be subject to income tax and will be reported by us to the reportable death payment recipient and the IRS when paid.

Company Taxes

Under current law, we may incur state and local taxes (in addition to premium taxes) in several states. Currently, these taxes are not significant and they are not charged against the Account. If there is a material change in the applicable state or local tax laws, we may impose a corresponding charge against the Account.

We will pay company income taxes on the taxable corporate earnings created by this separate account product. While we may consider company income taxes when pricing our products, we do not currently include such income taxes in the tax charges you pay under the Certificate. We will periodically review the issue of charging for taxes and we may charge for taxes in the future. We reserve the right to impose a charge for taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Subaccounts, including any tax imposed with respect to the operation of the Separate Account or General Account.

In calculating our corporate income tax liability, we may derive certain corporate income tax benefits associated with the investment of company assets, including separate account assets, which are treated as company assets under applicable income tax law. These benefits reduce our overall corporate income tax liability. Under current law, such benefits include foreign tax credits and corporate dividend received deductions. We do not pass these tax benefits through to holders of the separate account group variable life insurance contracts because (i) the contract owners are not the owners of the assets generating these benefits under applicable income tax law and (ii) we do not currently include company income taxes in the tax charges you pay under the contract. We reserve the right to change these tax practices.

DISTRIBUTION AND COMPENSATION

Prudential Investment Management Services LLC (“PIMS”) acts as the principal underwriter of the Group Contracts and Certificates. PIMS is an indirect wholly-owned subsidiary of Prudential Financial.

PIMS, organized in 1996 under Delaware law, is registered as a broker/dealer under federal securities laws. PIMS is also a registered member of the Financial Industry Regulatory Authority, Inc. (FINRA). PIMS’ principal business address 655 Broad Street, Newark, NJ 07102-4410. PIMS also acts as principal underwriter with respect to the securities of other Prudential Financial investment companies.

The Group Contracts and Certificates are sold through broker/dealers authorized by PIMS and applicable law to do so. These broker/dealers may be affiliated with Prudential and PIMS. The Group Contracts and Certificates are offered on a continuous basis.

Compensation (commissions, overrides and any expense reimbursement allowance) is paid to such broker/dealers according to one or more schedules. The individual registered representatives will receive a portion of the compensation, depending on the practice of the broker/dealer firm. We may also provide compensation for providing ongoing service in relation to the Group Contract. In addition, we or PIMS may enter into compensation arrangements with certain broker/dealer firms or branches of such firms with respect to certain or all registered representatives of such firms under which such firms may receive separate compensation or reimbursement for, among other things, training of sales personnel, marketing or other services they provide to us or our affiliates. To the extent permitted by applicable rules, laws, and regulations, PIMS may pay or allow other promotional incentives or payments in the form of cash or non-cash compensation. These arrangements may not be offered to all firms, and the terms of such arrangements may differ between firms. You should note that firms and individual registered representatives and branch managers within some firms participating in one of these compensation arrangements might receive greater compensation for selling the Group Contract than for selling a different group product that is not eligible for these compensation arrangements. While compensation is generally taken into account as an expense in considering the charges applicable to the product, any such compensation will be paid by us or PIMS, and will not result in any additional charge to you.

No compensation is paid for the Group Contract issued to the AIPCA Insurance Trust.

The maximum amount Prudential will pay to the broker/dealer for group sponsored programs implemented before February 22, 2010 to cover both the registered representative’s commission and other distribution expenses will not exceed 15% of the premium payments over the term of the premium rate guaranteed period. Commissions to broker/dealers will not exceed 20% of the required premium for each certificate year for group sponsored programs implemented on or after February 22, 2010. In addition, supplemental compensation may be payable to the broker/dealer. Under Prudential's Supplemental Commission Program, the amount payable as supplemental compensation may range from 0% to 7% of premium. While the Group Variable Universal Life required premium is included in the program, investment premium in the Certificate Fund is not.

Prudential may require the registered representative to return all of the first year commission if the Group Contract is not continued through the first year. The commission and distribution percentages will depend on factors such as the size of the group involved and the amount of sales and administrative effort required in connection with the particular Group Contract. In total, they will not exceed 15% of the premium payments over the term of the premium rate guaranteed period. Additional compensation of up to 1% of Certificate Fund value net of loans, may also be payable each year. We may also compensate other registered representatives of Prudential for referrals and other consultants for services rendered, as allowed by law. The amounts paid to PIMS for its services as principal underwriter for the calendar years ended December 31, 2021, December 31, 2020 and December 31, 2019 were \$0, \$0, and \$0, respectively. Finally, registered representatives who meet certain productivity, profitability and persistency standards with regard to the sale of the Group Contract may be eligible for additional bonus compensation from Prudential.

The distribution agreement between PIMS and Prudential will terminate automatically upon its assignment (as that term is defined in federal securities laws). But, PIMS may transfer the agreement, without the prior written consent of Prudential, under the circumstances set forth in federal securities laws. Either party may terminate the agreement at any time if the party gives 60 days' written notice to the other party.

Sales expenses in any year are not necessarily equal to the sales charge in that year. Prudential may not recover its total sales expenses for some or all Group Contracts over the periods the Certificates for such Group Contracts are in effect. To the extent that the sales charges are insufficient to cover total sales expenses, the sales expenses will be recovered from Prudential's capital, which may include amounts derived from the mortality and expense risk charge and the monthly cost of insurance charge.

In addition, we or our affiliates may provide such compensation, payments and/or incentives to firms arising out of the marketing, sale and/or servicing of variable annuities or life insurance offered by different Prudential business units. In 2021, the following two firms (or their broker/dealers) received payment or accrued a payment amount with respect to group variable product business issued by Prudential: MMC Securities Corp. and Aon Consulting, Inc. During 2021, cash compensation received by firms ranged from \$15,886.50 to \$66,748.12.

LEGAL PROCEEDINGS

The Prudential Insurance Company of America is subject to legal and regulatory actions in the ordinary course of our business. Pending legal and regulatory actions include proceedings specific to The Prudential Insurance Company of America and proceedings generally applicable to business practices in the industry in which we operate. The Prudential Insurance Company of America may be subject to class action lawsuits and other litigation involving a variety of issues and allegations involving sales practices, claims payments and procedures, premium charges, policy servicing and breach of fiduciary duty to customers. The Prudential Insurance Company of America may also be subject to litigation arising out of its general business activities, such as its investments, contracts, leases and labor and employment relationships, including claims of discrimination and harassment, and could be exposed to claims or litigation concerning certain business or process patents. In addition, The Prudential Insurance Company of America, along with other participants in the businesses in which it engages, may be subject from time to time to investigations, examinations and inquiries, in some cases industry-wide, concerning issues or matters upon which regulators have determined to focus.

The Prudential Insurance Company of America's litigation and regulatory matters are subject to many uncertainties, and given their complexity and scope, their outcome cannot be predicted. In some of The Prudential Insurance Company of America's pending legal and regulatory actions, parties are seeking large and/or indeterminate amounts, including punitive or exemplary damages. It is possible that The Prudential Insurance Company of America's results of operations or cash flow in a particular quarterly or annual period could be materially affected by an ultimate unfavorable resolution of pending litigation and regulatory matters depending, in part, upon the results of operations or cash flow for such period. In light of the unpredictability of The Prudential Insurance Company of America's litigation and regulatory matters, it is also possible that in certain cases an ultimate unfavorable resolution of one or more pending litigation or regulatory matters could have a material adverse effect on The Prudential Insurance Company of America's financial position. Management believes, however, that, based on information currently known to it, the ultimate outcome of all pending litigation and regulatory matters, after consideration of applicable reserves and rights to indemnification, is not likely to have a material adverse effect on: the Separate Account; the ability of Prudential Investment Management Services, to perform its contract with the Separate Account, or The Prudential Insurance Company of America's ability to meet its obligations under the Certificates.

FINANCIAL STATEMENTS

The audited financial statements of the Account should be distinguished from the statutory financial statements of Prudential, which should be considered only as bearing upon the ability of Prudential to meet its obligations under the Contracts. The audited financial statements of the Account and the statutory financial statements of Prudential are made available in the Statement of Additional Information to this prospectus.

ADDITIONAL INFORMATION

Prudential has filed a registration statement with the SEC under the Securities Act of 1933 relating to the offering described in this prospectus. This prospectus does not include all the information set forth in the registration statement. Certain portions have been omitted pursuant to the rules and regulations of the SEC. The omitted information may, however, be obtained from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549, or by telephoning (202) 551-5850, upon payment of a prescribed fee.

You may contact the depositor for further information at the address and telephone number inside the front cover of this prospectus. For service or questions on your Certificate, please contact Aon Securities LLC at the phone number on the back cover.

Pursuant to the delivery obligations under Section 5 of the Securities Act of 1933 and Rule 159 thereunder, Prudential delivers this prospectus to Participants that reside outside of the United States. In addition, we may not market or offer benefits, features or enhancements to prospective or current Participants while outside of the United States.

DEFINITIONS OF SPECIAL TERMS USED IN THIS PROSPECTUS

Account - The Account is a variable contract account, also known as a separate account, that is identified as the Prudential Variable Contract Account GI-2. The Account is divided into Subaccounts. Each Variable Investment Option is a Subaccount of the Account. The Account holds assets that are segregated from all of Prudential's other assets. The assets of each Subaccount are segregated from the assets of each other Subaccount.

Aon Securities LLC - The company which offers and administers the plan.

Applicant Owner - A person other than the Eligible Group Member who obtains new insurance coverage on the life of an Eligible Group Member.

Attained Age - Your age on your last birthday on or prior to October 1 of each year.

Business Day - Generally any day the New York Stock Exchange is open for regular trading and generally ends at 4:00 p.m. Eastern Time (or as of an earlier close of regular trading). A business day does not include a day on which we are not open due to emergency conditions determined by the Securities and Exchange Commission. We may also close early due to such emergency conditions.

Cash Surrender Value - The amount you receive upon surrender of the Certificate. The Cash Surrender Value is equal to your Certificate Fund on the date of surrender, less any Certificate Debt and any other outstanding charge.

Certificate - A document issued to you, as a Participant under a Group Contract, setting forth or summarizing your rights and benefits.

Certificate Anniversary - The same date each year as the Certificate Date.

Certificate Date - The effective date of coverage under a Certificate.

Certificate Debt - The principal amount of any outstanding loans you borrowed under your Certificate plus any accrued interest.

Certificate Fund - The total amount credited to you under your Certificate. On any date it is equal to the sum of the amounts under that Certificate allocated to: (1) the Subaccounts, (2) the Fixed Account, and (3) the Loan Account.

Certificate Year - The year from the Certificate Date to the first Certificate Anniversary or from one Certificate Anniversary to the next.

Contract Anniversary - October 1 of each year.

Contract Date - The date on which the Group Contract is issued.

Covered Person - The person whose life is insured under the Group Contract. The Covered Person is generally the Participant.

Death Benefit - The amount payable upon the death of the Covered Person (after the deduction of any Certificate Debt or any outstanding charges).

Eligible Group Members - Members of the AICPA and/or a State Society of CPAs who are less than age 75 and not disabled under the terms of the CPA Life Insurance Plan. You may only be covered under either the CPA Life Insurance Plan or the Group Variable Universal Life Insurance, but not both.

Extended Death Benefit Protection During Total Disability - In your certificate this is referred to as Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability.

Face Amount - The amount of life insurance in your Certificate. The Face Amount, along with your Certificate Fund are each parts of your Death Benefit.

Fixed Account - An investment option under which Prudential guarantees that interest will be added to the amount deposited at a rate we declare periodically.

Funds - Amounts you invest in a Variable Investment Option will be invested in a corresponding Fund of the same name. A Fund may also be called a "Portfolio." The shares of such Fund are purchased only by insurance company separate accounts, such as the Account, and qualified plans, and are not available on a retail basis. Each Variable Investment Option buys shares of one specific Fund.

Good Order - An instruction utilizing such forms, signatures, and dating as we require, which is sufficiently clear and complete and for which we do not need to exercise any discretion to follow such instructions.

Group Contract - A Group Variable Universal Life insurance contract that Prudential issues to the American Institute of Certified Public Accountants Insurance Trust.

Group Contract Holder - The American Institute of Certified Public Accountants Insurance Trust.

Internal Revenue Code or Code - The Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated thereunder.

Issue Age - The Covered Person's Attained Age on the date that the insurance on that Covered Person goes into effect as defined by the Group Contract.

Loan Account - An account within Prudential's general account to which we transfer from the Account and/or the Fixed Account an amount equal to the amount of any loan.

Maximum Loan Value - The amount (before any applicable transaction charge) that you may borrow at any given time under your Certificate. We calculate the Loan Value by multiplying the Certificate Fund by 90% (or higher where required by state law) and then subtracting any existing loan with accrued interest, outstanding charges, and the amount of the next month's charges.

Modified Endowment Contract - A type of life insurance contract or Certificate under the Internal Revenue Code which has been funded in excess of certain IRS limits. Less favorable tax rules, and in some cases a penalty tax, apply if you take distributions such as withdrawals, loans, Premium Refunds (passed on to you as refunds) which are not reinvested or assignments from a Modified Endowment Contract. Regardless of classification as a Modified Endowment Contract cash value accrues on a tax deferred basis and the Death Benefit is generally received free of income tax. See the **Taxes** section for a more complete description of the Modified Endowment Contract rules.

Monthly Deduction Date - The Contract Date and the first day of each succeeding month, except that whenever the Monthly Deduction Date falls on a date other than a Business Day, the Monthly Deduction Date will be the next Business Day.

Net Amount at Risk - The amount by which your Certificate's Death Benefit (computed as if there were no Certificate Debt) exceeds your Certificate Fund. For example, if the Certificate's Death Benefit is \$250,000 and the Certificate Fund is \$100,000, the Net Amount at Risk is \$150,000.

Net Premium - Your premium payment minus any charges for taxes attributable to premiums. Net Premiums are the amounts that we allocate to the Account and/or the Fixed Account.

Paid-Up Coverage - This type of life insurance coverage pays a Death Benefit of a specific amount that does not change. You make one premium payment to begin the coverage and never make any additional payments.

Participant - An Eligible Group Member or "Applicant Owner" under a Group Contract who obtains insurance under the Group Contract and is eligible to exercise the rights described in the Certificate. The Participant will be the person entitled to exercise all rights under a Certificate, regardless of whether the Covered Person under the Certificate is the Participant or his or her spouse. We refer to Participants as

"you" or "Certificate Owner" in this prospectus. If you validly assign your rights as a Participant to someone else, then that person may exercise those rights.

Premium Refund - A refund that Prudential may provide under certain Group Contracts based on favorable experience.

Subaccount - A division of the Account. Each Subaccount invests its assets in the shares of a corresponding Fund.

The Prudential Insurance Company of America - Prudential, us, we, our. The company offering the Contract.

Variable Investment Options - The investment options of the Account. When you choose a Variable Investment Option, we purchase shares of the fund that corresponds to that option. We hold these shares in the Account.

APPENDIX A: Funds Available Under the Contract

The following is a list of Funds available under the Contract. More information about the Funds is available in the prospectuses for the Funds, which may be amended from time to time and can be found online at <https://www.prudential.com/employers/group-insurance/gvul-funds>. You can also request this information at no cost by calling 800-944-8786. Fund prospectuses and other information are also available from a financial intermediary (such as an insurance sales agent or broker-dealer) through which the Contract may be purchased or sold.

The current expenses and performance information below reflects fees and expenses of the Funds, but do not reflect the other fees and expenses that your Contract may charge. Expenses would be higher and performance would be lower if these other charges were included. Each Fund's past performance is not necessarily an indication of future performance.

Type	Fund - Investment Manager(s) / Subadviser(s)	Current Expense	Average Annual Total Returns As Of 12/31/2021		
			1 year	5 year	10 year
Global/International	AB VPS Sustainable International Thematic Portfolio (Class A) (formerly AB VPS International Growth Portfolio) - AllianceBernstein L.P.	1.23%^	8.25%	14.87%	9.02%
Mid-Cap Value	Deutsche DWS Small Mid Cap Value VIP (Class A) - DWS Investment Management Americas, Inc.	0.83%^	30.50%	7.87%	10.52%
Diversified Emerging Markets	Lazard Retirement Emerging Markets Equity Portfolio (Service) - Lazard Asset Management LLC	1.38%	5.47%	5.07%	3.58%
Global/International	Lazard Retirement International Equity Portfolio (Service) - Lazard Asset Management LLC	1.10%^	5.83%	7.86%	7.13%
Money Market	PSF PGIM Government Money Market Portfolio (Class I) - PGIM Investments LLC / <i>PGIM Fixed Income</i>	0.32%	0.04%	0.87%	0.44%
Fixed Income	PSF PGIM High Yield Bond Portfolio (Class I) - PGIM Investments LLC / <i>PGIM Fixed Income; PGIM Limited</i>	0.57%^	7.93%	7.44%	7.42%
Large-Cap Growth	PSF PGIM Jennison Focused Blend Portfolio (Class I) - PGIM Investments LLC / <i>Jennison Associates LLC</i>	0.84%	16.84%	19.45%	15.04%
Large-Cap Value	PSF PGIM Jennison Value Portfolio (Class I) - PGIM Investments LLC / <i>Jennison Associates LLC</i>	0.42%	27.79%	11.96%	11.69%
Small-Cap Blend	PSF Small-Cap Stock Index Portfolio (Class I) - PGIM Investments LLC / <i>PGIM Quantitative Solutions LLC</i>	0.38%	26.34%	12.10%	14.20%
Large-Cap Blend	PSF Stock Index Portfolio (Class I) - PGIM Investments LLC / <i>PGIM Quantitative Solutions LLC</i> .	0.29%	28.28%	18.13%	16.23%
Large-Cap Growth	T. Rowe Price All-Cap Opportunities Portfolio - T. Rowe Price Associates, Inc.	0.80%^	20.80%	26.19%	19.64%
Mid-Cap Growth	T. Rowe Price Mid Cap Growth Portfolio - T. Rowe Price Associates, Inc. / <i>T. Rowe Price Investment Management, Inc.</i>	0.84%^	14.85%	17.94%	16.36%
Large-Cap Blend	T. Rowe Price Moderate Allocation Portfolio - T. Rowe Price Associates, Inc.	0.85%^	10.06%	10.98%	9.85%

^^ Effective May 1, 2022, the AB VPS Sustainable International Thematic Portfolio is open to all new premium payments and transfers.

^ The Fund's annual current expense reflects temporary fee reductions.

APPENDIX B: State Availability Or Variations Of Certain Features And Riders

This Group Contract is subject to the provisions of the state in which the Group Contract is issued. There are state-specific requirements that may change the provisions under the coverage(s) described in your Certificate. If you live in a state that has such requirements, those requirements will apply to your coverage(s) and are made a part of your Certificate.

State	Feature or Rider	Availability or Variation
AR	Variable Universal Life Coverage	The following was added to the For Participants section: “or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.”
AR	Contributions	The Grace Period section was modified to the following: Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.
AR	Contributions	The Reinstatement section was modified to the following: (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted.
AR	Certificate Fund	The Allocations section was modified to the following: 8) A charge against the variable investment options for investment management fees and expenses; 9) any amount charged against the variable investment options for local, state or federal taxes; 10) a charge for the cost of insurance; 11) any charges for administration; 12) charges for any additional insurance benefits; 13) any partial withdrawals; 14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer.
AR	Certificate Fund	The Excess Interest section was modified to the following: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.

AR	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <p>(1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account.</p> <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
AR	Full Surrender	<p>The Delayed Surrender section was modified to the following:</p> <p>Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left</p>
AR	Partial Withdrawals	<p>The Delayed Withdrawals section was modified to the following:</p> <p>Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
AR	Loans	<p>The following was added to the Loan Requirements sections:</p> <p>3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01.</p>
AR	Loans	<p>The Delayed Loans section was modified to the following:</p> <p>Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more that 30 days, it will pay interest on that portion at the Fixed Account rate.</p>

AR	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The Total Disability section was modified with the following:</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death. This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends. The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p>
AR	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The following was deleted from the Total Disability section:</p> <p>Conversion under Section M: You are entitled to convert your Face Amount of Insurance under this Coverage to any individual life insurance contract customarily offered by Prudential: (a) at any time while your death benefit protection is being extended under this Section K; and (b) when this extension ends. Notice of the right to convert will be provided: (a) when your coverage is being extended due to your disability; and (b) when this extension ends. See Section M below for more information on your conversion rights.</p>
AR	Paid-Up Insurance	<p>The following was deleted from the Change in Beneficiary section:</p> <p>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.</p>
AR	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p>

AR	Conversion Privilege	<p>The Death During Conversion Period section was modified to the following:</p> <p>The amount a person had a right to convert to an individual contract is included in the death benefit if the person dies:</p> <ul style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract.
AR	Conversion Privilege	<p>The Form section was modified with the following:</p> <p>Any form of a life insurance contract that:</p> <ul style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p>
AR	General Provisions	<p>The Suicide section was modified to the following:</p> <p>If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ul style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ul style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase.
AR	General Provisions	<p>The Payment of Death Claim was modified to the following:</p> <p>If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>
AR	When Insurance Ends	<p>The following was deleted from the Participant Insurance section:</p> <p>Prudential will, no earlier than, and within 30 days of determining you default, send you a notice of default, showing the amount of the contribution needed to keep the person's Coverage from ending and the grace period in which you have to make the payment.</p>

AZ	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
----	---------------	---

AZ	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and (5) interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p>
----	----------------------	---

		<p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
AZ	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>

AZ	Full Surrender	<p>The Full Surrender section was modified to the following:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p> <p>Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
AZ	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following:</p> <p>You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>

AZ	Loans	<p>The Loans section was modified to the following:</p> <p>You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due. Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment. Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
----	-------	--

AZ	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability section was modified to the following:</p> <p>If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ul style="list-style-type: none"> • You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. • You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job. <p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p> <p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.
----	---	---

		<p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p> <p>Effect of Conversion: An individual contract issued under Section M will be in place of all rights under this Section K.</p>
AZ	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following: You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>

AZ	Conversion Privilege	<p>The Conversion Privilege section was modified to the following: If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. (3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. <p>Individual Contract Rules: The individual contract must conform to the following: Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above. Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <ol style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <ol style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
----	----------------------	--

AZ	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>
AZ	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions. Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
CT	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>

CT	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
----	---------------	---

CT	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and (5) interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year). Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p>
----	----------------------	--

		<p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
CT	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
CT	Full Surrender	<p>The Full Surrender section was modified to the following:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>

CT	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following:</p> <p>You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
----	---------------------	--

CT	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund. Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p> <p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment. Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
----	-------	---

CT	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY section was modified to the following: If you meet the conditions below:</p> <p>(1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled.</p> <p>(2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below.</p> <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job. <p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p>
----	---	--

		<p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p> <p>Effect of Conversion: An individual contract issued under Section M will be in place of all rights under this Section K.</p>
CT	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>

CT	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. (3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <ol style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p>
----	----------------------	---

		<p>Form: Any form of a life insurance contract that:</p> <ol style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
CT	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>
CT	Option to Accelerate Payment of Death Benefits Under Variable Universal Life Coverage	<p>The Option To Accelerate Payment of Death Benefits Under Variable Universal Life Coverage section was modified to the following:</p> <p>These provisions change the Variable Universal Life Coverage (called Coverage below) to provide an option to accelerate payment of portions of your Insurance Amount or amount of Paid-up insurance.</p> <p>You should know that election of this option may affect other benefits or entitlements for which a person may be eligible. It may also affect a person's income tax liability. Read these notes carefully:</p> <ol style="list-style-type: none"> (1) If you elect this option, the amount of Variable Universal Life Coverage for the person is reduced by the Terminal Illness Proceeds described below. (2) Any payment made under this option may be taxable. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have. (3) If you elect this option, eligibility for Medicaid or other government programs may be affected. You are advised to seek the help of a professional legal advisor for assistance with any questions that you may have. (4) This policy is not a long term care policy as defined in Sections 38a-501 and 38a-528 of the Connecticut General Statutes. (4) This policy is not a long term care policy as defined in Sections 38a-501 and 38a-528 of the Connecticut General Statutes.

		<p>As used here:</p> <p>"Certificate Fund Amount" means the amount of a person's Certificate Fund under the Coverage on the day Prudential receives proof that the person is Terminally III.</p> <p>"Face Amount" means a person's Face Amount of Insurance under the Coverage on the day Prudential receives proof that the person is Terminally III.</p> <p>"Paid-up Amount" means the person's amount of Paid-up insurance under the Coverage on the day Prudential receives proof that the person is Terminally III.</p> <p>"Terminally III" means having a life expectancy that is 12 months or less.</p> <p>"Terminal Illness Proceeds" mean the amount of the Variable Universal Life Death Benefit placed under this option for a person.</p> <p>You must elect the portion of a person's Face Amount, Net Amount at Risk or amount of Paid-up insurance that you want to place under this option. You may elect any portion that you wish up to 75% of the person's Face Amount, Net Amount at Risk or amount of Paid-up insurance, but it may not be less than the Minimum Election Amount. The Minimum Election Amount is 25% of the Face Amount, Net Amount at Risk or amount of Paid-up insurance.</p> <p>If, as a result of the operation of the Minimum Election Amount, shown above, the portion you elect to accelerate is a dollar amount that is neither 25% nor 75% of the Face Amount of Insurance, Net Amount at Risk or amount of Paid-up insurance, as applicable, Prudential will determine your elected portion to be the percent that the dollar amount represents of that Face Amount of Insurance, Net Amount at Risk or amount of Paid-up insurance.</p>
CT	If the Person's Insurance Under the Coverage is not Paid-up Insurance...	<p>The If the person's Insurance under the Coverage is not Paid-up Insurance...section was modified to the following:</p> <p>Terminal Illness Proceeds: The Terminal Illness Proceeds are equal to (1) or (2) below:</p> <p>(1) If the amount of a person's death benefit is being determined under Subsection (1) of Section A of the Coverage:</p> <p>(a) the elected portion of a person's Face Amount, as determined above; plus</p> <p>(b) the excess of:</p> <p>(i) the elected portion of a person's Certificate Fund Amount, as determined above; over</p> <p>(ii) the elected portion of any outstanding loan balance, as determined above, plus interest due on the loan.</p> <p>The elected portion may be reduced if, within 12 months after the date Prudential receives proof that a person is Terminally III, a reduction on account of age 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 reduction.</p> <p>(2) If the amount of a person's death benefit is being determined under Subsection (2) of Section A of the Coverage:</p> <p>(a) the elected portion of a person's Net Amount at Risk, as determined above; plus</p> <p>(b) the excess of:</p> <p>(i) the elected portion of a person's Certificate Fund Amount, as determined above; over</p> <p>(ii) the elected portion of any outstanding loan balance, as determined above, plus interest due on the loan.</p> <p>Changes Made in the Coverage: If a person is Terminally III 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 amount of the death benefit otherwise payable under the Coverage is affected as described in the "Effect on Coverage" section. Monthly Deductions for the Cost of Insurance are affected as described in the "Effect on Monthly Deductions for the Cost of Insurance" section.</p>

		<p>Effect on Coverage: When you elect this option, the total amount of Variable 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. Any amount of Terminal Illness Proceeds paid is not available for conversion. Please refer to section M of the Variable Universal Life Coverage for additional information on conversions.</p> <p>Prudential reserves the right to make a distribution from a person's Certificate 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 Variable Universal Life Coverage as life insurance under the Internal Revenue Code.</p> <p>Effect on Monthly Deduction for Cost of Insurance: The amount of your monthly deduction for Cost of Insurance for a person will be adjusted based on the amount of the person's Variable Universal Life Coverage remaining in force.</p> <p>Once you elect this option you may no longer:</p> <ul style="list-style-type: none"> (a) increase the Face Amount of Insurance under the Coverage; (b) make a lump sum contribution to the Certificate Fund for the person, except for contributions required to keep the Coverage from going into default; or (c) increase the amount of contributions to the Certificate Fund for the person, except to the extent an increase is needed to reflect an increase in the cost of insurance and monthly administration charges.
CT	If the Person's Insurance Under the Coverage is Paid-up Insurance...	<p>The If the person's Insurance under the Coverage is Paid-up Insurance... section was modified to the following:</p> <p>Terminal Illness Proceeds: The Terminal Illness Proceeds are equal to the elected portion of a person's amount of Paid-up insurance, as determined above.</p> <p>Changes Made in the Coverage: If a person is Terminally Ill while a Covered 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 amount of the death benefit otherwise payable under the Coverage is affected as described in the "Effect on Paid-up Insurance" section, below.</p> <p>Effect on Paid-up Insurance: When you elect this option, the total amount of Paid-up insurance otherwise payable upon death will be reduced by the Terminal Illness Proceeds. Because the total amount of Paid-up insurance will be reduced, the cash value of the net single premium will also be reduced.</p>
CT	Conditions	<p>The Conditions section was modified to the following:</p> <p>Your right to be paid under this option is subject to these terms:</p> <ul style="list-style-type: none"> (1) You may elect this option for a person only once during the time the person is a Covered Person. (2) You must choose this option in writing in a form that satisfies Prudential. (3) You must furnish proof that satisfies Prudential that the person's life expectancy is 12 months or less, including a certification by a Doctor. (4) The Variable Universal Life Coverage on the person must not be assigned.
CT	Additional Provisions for Accidental Death and Dismemberment Coverage	<p>The Additional Provisions for Accidental Death and Dismemberment Coverage section was modified to the following:</p> <p>Accidental Death and Dismemberment Coverage pays benefits for accidental loss of life, sight, hand or foot. Loss of sight means total and permanent loss of sight. Loss of hand or foot means loss by severance at or above the wrist or ankle.</p> <p>Those benefits are payable only if all of these conditions are met:</p> <ul style="list-style-type: none"> a. The person sustains an accidental bodily Injury while a Covered Person. b. The loss results directly from that Injury and from no other cause. c. The person suffers the loss within 90 days after the accident. <p>Not all losses are covered. See Losses Not Covered below.</p> <p>Benefit Amount Payable: The amount payable depends on the type of loss as shown in this table. All benefits are subject to the Limitation Per Accident below.</p>

		<p>Benefit Amount Payable: The amount payable depends on the type of loss as shown in this table. All benefits are subject to the Limitation Per Accident below.</p> <p>For loss of:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; vertical-align: top;">Life</td> <td style="width: 33%; vertical-align: top;">Both Hands</td> <td style="width: 33%; vertical-align: top;">Both Feet</td> </tr> <tr> <td style="padding-left: 20px;">Sight of Both Eyes</td> <td style="padding-left: 20px;">Your Amount of Insurance under One Hand and One Foot</td> <td style="padding-left: 20px;">One Foot and Sight of One Eye</td> </tr> <tr> <td style="padding-left: 20px;">One Hand</td> <td style="padding-left: 20px;">One Foot</td> <td></td> </tr> <tr> <td colspan="2">One-half your Amount of Sight of One Eye</td> <td>Insurance under this Coverage</td> </tr> </table> <p>Limitation Per Accident: No more than the amount of insurance on a person under the Accidental Death and Dismemberment Coverage is payable for all losses resulting from the person's Injuries sustained in the same accident.</p> <p>Losses Not Covered: A loss is not covered if it results from any of these:</p> <ol style="list-style-type: none"> (1) Suicide or attempted suicide. (2) Sickness, whether the loss results directly or indirectly from Sickness. (3) Any infection, unless it is pyogenic and occurs through and at the time of an accident cut or wound. (4) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression. (5) Travel or other movement by means of an aircraft, or descent from or with a moving aircraft. This (5) applies only if: <ol style="list-style-type: none"> (a) the person has any duties aboard the aircraft that relate in any way to that aircraft or to its operation, equipment, passengers, or crew; or (b) the person is giving or receiving training for any of those duties aboard that aircraft. <p>"Aircraft" means any kind of vehicle or device designed for travel or other movement in or beyond the earth's atmosphere.</p>	Life	Both Hands	Both Feet	Sight of Both Eyes	Your Amount of Insurance under One Hand and One Foot	One Foot and Sight of One Eye	One Hand	One Foot		One-half your Amount of Sight of One Eye		Insurance under this Coverage
Life	Both Hands	Both Feet												
Sight of Both Eyes	Your Amount of Insurance under One Hand and One Foot	One Foot and Sight of One Eye												
One Hand	One Foot													
One-half your Amount of Sight of One Eye		Insurance under this Coverage												
CT	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Notice of the End of a Coverage: The Contract Holder will give you notice if any life or accident Coverage of the Group Contract is to end due to the end of the Group Contract or of the part of the Group Contract providing the Coverage. The Contract Holder will mail or deliver such notice to you not less than 15 days before the date the Coverage is to end. The Contract Holder will do this whether or not the Coverage is replaced by similar coverage under any insured or uninsured arrangement for coverage for persons in a group. But, the Contract Holder's failure to give you such notice will not be construed to extend or increase in any way Prudential's liability with respect to the Coverage that is ending.</p> <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>												

LA	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
LA	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance.

		<p>(5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted.</p> <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <p>(6) The Group Contract has not ended.</p> <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
LA	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p>

		<p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p>
LA	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
LA	Full Surrender	<p>The Full Surrender section was modified to the following:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>

LA	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest. An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
LA	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due. Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p>

		<p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
LA	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY section was modified to the following:</p> <p>If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. c. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job. <p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months.

		<p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p> <p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p>
LA	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p>

		<p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
LA	Conversion Privilege	<p>The Conversion Privilege Fund section was modified to the following: If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. (3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. <p>Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p>

		<p>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:</p> <ol style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <ol style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p>
LA	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>
LA	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end.

		<p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions. Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
MN	Burial Expenses	<p>The following was deleted from the Burial Expense section:</p> <p>If it appears to Prudential that a person incurs expenses in connection with your burial, that person may receive part of your insurance under the Variable Universal Life Coverage. Prudential, at its option, may pay that person up to \$250.00. If an amount is so paid, Prudential will not have to pay that part of your insurance again.</p>
MN	Variable Universal Life Coverage	<p>The For Participants section was modified to the following:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
MN	Contributions	<p>The following was deleted from the Contributions section:</p> <p>There is no charge or fee for such a return of contributions.</p>
MN	Contributions	<p>The Grace Period section was modified to the following:</p> <p>You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p>
MN	Contributions	<p>The Reinstatement section was modified to the following:</p> <p>If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
MN	The Certificate Fund	<p>The following was added to the Allocations section:</p> <p>(8) A charge against the variable investment options for investment management fees and expenses.</p>
MN	The Certificate Fund	<p>The Excess Interest section was modified to the following:</p> <p>Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p>

MN	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
MN	Full Surrender	<p>The Delayed Surrender section was modified to the following:</p> <p>Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
MN	Partial Withdrawals	<p>The Delayed Withdrawal section was modified to the following:</p> <p>Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
MN	Loans	<p>The following was added to the Loan Requirements sections:</p> <ol style="list-style-type: none"> (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01.
MN	Loans	<p>The following was deleted from the Interest Charged section:</p> <p>Your Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage, will not go into default as a result of a change in the interest rate charged.</p>

MN	Loans	<p>The Delayed Loans section was modified to the following: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
MN	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The Total Disability section was modified to the following: You are "Totally Disabled" when: (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job. The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that: (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues. Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required. If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that: (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death. This extension ends if and when: (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.</p>

		<p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p>
MN	Paid-Up Insurance	<p>The following was deleted from the Paid-Up Insurance section: But this option will not affect your conversion rights as described in Section M. Conversion Privilege (below). Your right to convert will be available throughout the entire conversion period.</p>
MN	Paid-Up Insurance	<p>The following was deleted from the Change in Beneficiary section: 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.</p>
MN	Conversion Privilege	<p>The Conversion Privilege section was modified to the following: If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are: (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. a. All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. b. The Group Contracts ends. Any such conversions are subject to the rest of this Section M.</p>
MN	Death During Conversion Period	<p>The Death During Conversion Period was modified to the following: The amount a person had a right to convert to an individual contract is included in the death benefit if the person dies: (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that: (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and (2) is one that Prudential usually issues at the age and amount applied for. This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p>
MN	General Provisions	<p>The Payment of Death Claim section was modified to the following: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>

MN	General Information	<p>The Beneficiary Rules section was modified with the following:</p> <p>The rules in this section apply to insurance payable on account of your death, when the Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage, states that they do. But these rules are modified, if there is an assignment, by the Limits on Assignments section.</p>
MN	Incontestability of Insurance	<p>The Incontestability of Insurance section was modified to the following:</p> <p>This limits Prudential's use of your statements in contesting an amount of insurance under the Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage for which you are insured. In the absence of fraud, all statements made by you to persuade Prudential to accept you for insurance are representations and not warranties.</p> <p>They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:</p> <p>(1) It will not be used in the contest unless:</p> <p style="padding-left: 40px;">(a) It is in a written application signed by you; and</p> <p style="padding-left: 40px;">(b) A copy of that application is or has been furnished to you or, in the event of your death or incapacity, to your Beneficiary.</p> <p>(2) If it relates to a person's insurability:</p> <p style="padding-left: 40px;">(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.</p> <p style="padding-left: 80px;">a. 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.</p> <p>WHEN BENEFITS ARE PAID</p> <p>Death benefits are paid within two months after Prudential receives written proof of loss.</p>
MN	Claim Rules	<p>The When Benefits are Paid section was modified to the following:</p> <p>Benefits are paid within two months after Prudential receives written proof of the loss.</p>
MN	Claim Rules	<p>The Legal Action section was modified to the following:</p> <p>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 five years after the end of the time period within which proof of loss is required.</p>
MN	When Insurance Ends	<p>The following was deleted from the Participant's Insurance section:</p> <p>Prudential will, no earlier than, and within 30 days of determining you default, send you a notice of default, showing the amount of the contribution needed to keep the person's Coverage from ending and the grace period in which you have to make the payment.</p>
MN	When Insurance Ends	<p>The following was deleted from the Attainment of Age 100 section:</p> <p>The Extension of Coverage and Waiver of Cost of Insurance Charges during Total Disability provision is not one of the additional provisions.</p>
NC	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <p>(1) Only 253 transfers from the Fixed Account can be made each Certificate Year;</p> <p>(2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account.</p>

		<p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
NC	Full Surrender	<p>The Full Surrender section was modified to the following: You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
NC	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>

NC	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p> <p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
----	-------	--

NC	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY was modified to the following: If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job. <p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p>
----	---	--

		<p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p>
NC	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>

NC	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. <ol style="list-style-type: none"> a. If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. b. If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. c. <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <ol style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p>
----	----------------------	---

		<p>Form: Any form of a life insurance contract that:</p> <ol style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
NC	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>
NC	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions. Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>

ND	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
ND	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance.

		<p>(5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted.</p> <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <p>(6) The Group Contract has not ended.</p> <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
ND	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p>

		<p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
ND	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>

ND	Full Surrender	<p>The Full Surrender section was modified to the following: You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
ND	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
ND	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p>

		<p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p> <p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more that 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
ND	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY section was modified to the following:</p> <p>If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability.

Total Disability: You are "Totally Disabled" when:

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

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

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

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

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

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

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

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

If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.

This extension ends if and when:

- (1) Your Total Disability ends or you reach age 80; or
- (2) You fail to furnish any required proof that your Total Disability continues; or
- (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

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

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

ND	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
ND	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage.

(2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice.

(3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days.

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

Amount: Not more than:

(1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus

(2) the amount of the person's Certificate Fund needed to cancel any loan due; minus

(3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends.

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

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

Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.

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

(1) Within 90 days after the person's Face Amount of Insurance ends; and

(2) While the person has the right to convert the Face Amount of Insurance to an individual contract.

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

Form: Any form of a life insurance contract that:

(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and

(2) is one that Prudential usually issues at the age and amount applied for.

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

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

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

ND	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within one year from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within one year from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p> <p>Beneficiary; Mode of Settlement: Any death benefit under a section of this Coverage is payable according to that section, the Beneficiary and Mode of Settlement Rules, and these rules.</p> <ol style="list-style-type: none"> (1) If Prudential determines that all or part of a claim is payable, Prudential will pay that benefit within two months after Prudential receives written proof of death. (2) If Prudential receives written proof of death within 180 days after the date of the death, Prudential will pay reasonable interest on the benefit from the date of death.
ND	Incontestability of Insurance	<p>The Incontestability of Insurance section was modified to the following:</p> <p>This limits Prudential's use of your statements in contesting an amount of insurance under the Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage for which you are insured. These are statements made to persuade Prudential to accept you for insurance. In the absence of fraud, they will be deemed representations and not warranties. These rules apply to each statement:</p> <ol style="list-style-type: none"> (1) It will not be used in the contest unless: <ol style="list-style-type: none"> (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. (2) If it relates to a person's insurability: <ol style="list-style-type: none"> (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.
ND	Incontestability of the Contract	<p>The Incontestability of the Contract section was modified to the following:</p> <p>No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.</p> <p>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.</p>
ND	Claim Rules	<p>The Claim Rules section was modified to the following:</p> <p>These rules apply to the payment of benefits under Additional Provisions for Accidental Death and Dismemberment Coverage.</p>

		<p>Proof of Loss: Prudential must be given written proof of the loss for which claim is made under the Additional Provisions for Accidental Death or 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.</p> <p>When Benefits are Paid: Benefits are paid when Prudential receives written proof of the loss.</p> <p>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.</p> <p>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.</p> <p>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 five years after the end of the time period within which proof of loss is required.</p>
ND	When Insurance Ends	<p>The When Insurance Ends section was modified to the following: The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
NH	Modification for Civil Union Partners	<p>The Modification for Civil Union Partners section was modified to the following: Your Certificate is changed as follows.</p> <ol style="list-style-type: none"> A. The term "spouse", or any comparable term, is replaced by "spouse or Civil Union Partner". B. The following definition is added to your Certificate: "Civil Union Partner" means a person with whom you have established a civil union relationship which is valid under the laws of New Hampshire, or which the state of New Hampshire would recognize as valid under its laws.
NH	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following: This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>

NH	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges. (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
----	---------------	---

NH	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p>
----	----------------------	---

		<p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
NH	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
NH	Full Surrender	<p>The Full Surrender section was modified to the following:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>

NH	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
NH	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due. Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p>

		<p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply.</p> <p>Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
NH	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY section was modified to the following:</p> <p>If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience. <p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months.

		<p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p> <p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential reasonably requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p>
NH	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p>

		<p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months.</p> <p>If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
NH	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) You transfer out of a Covered Class, or the amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to the person or to the person's class under the Group Contract for the Participant's class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person's Face Amount of Insurance ends as described in reason (1) or (2) above, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. But, if the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given written notice of the conversion privilege. (2) If all of the person's Face Amount of Insurance ends as described in reason (3) above, the person must apply for the individual contract and pay the first premium by the later of (i) 31 days after the person ceases to be insured for that coverage, and (ii) the fifteenth day after the person has been given written notice. But, if the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium by the later of (i) 31 days after the person ceases to be insured for that coverage, and (ii) 45 days after the person has been given written notice. <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: If the person's Face Amount of Insurance ends as described in reason (1) or (2) above, not more than:</p>

		<p>(1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus</p> <p>(2) the amount of the person's Certificate Fund needed to cancel any loan due; minus</p> <p>(3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) or (2) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, as described in reason (3) above, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <p>(1) Within the time period during which the person must apply for an individual contract and pay the first premium; and</p> <p>(2) While the person has the right to convert the Face Amount of Insurance to an individual contract.</p> <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <p>(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and</p> <p>(2) is one that Prudential usually issues at the age and amount applied for.</p> <p>This does not include term insurance or a contract with disability or supplementary benefits.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
NH	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <p>(1) within two years from the date a person became a Covered Person, it is limited to:</p> <p style="padding-left: 20px;">(a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund.</p> <p>(2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase.</p> <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p>

		<p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>
NH	When Insurance Ends	<p>The When Insurance Ends section was modified to the following: The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Continued Insurance During Absence from Work Because of Strike, Lockout or Other Labor Dispute: These provisions apply only to your insurance under the Variable Universal Life Coverage of the Group Contract. They apply when your insurance under the Coverage would otherwise end on any date because of your absence from work as a result of a strike, lockout or other labor dispute. Your insurance under the Coverage will not end on that date. It will be continued during such absence from work from the date it would have ended until the first of these occurs:</p> <ol style="list-style-type: none"> (1) The end of the six month period immediately following the first day of your absence from work. (2) The date you become actively engaged in work on a full-time basis for any employer. (3) The first day you fail to pay, when due, any contribution required by the Contract Holder for the continued insurance. This will not be more than the premium due to Prudential for it. (4) The part of the Group Contract providing the insurance ends. (5) The day you make use of any right in the Group Contract for getting an individual life insurance contract. <p>No amendment to the Group Contract will affect your insurance under the Coverage while it is continued during the period provided above.</p> <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions. Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
OK	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following: This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>

OK	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
----	---------------	---

OK	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p>
----	----------------------	---

		<p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
OK	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
OK	Full Surrender	<p>The Full Surrender section was modified to the following:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>

OK	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
OK	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p> <p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p>

		<p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
OK	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY section was modified to the following:</p> <p>If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p>

		<p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p> <p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p>
OK	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p>

		<p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
OK	Conversion Privilege	<p>The Conversion Privilege section was modified to the following: If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. (3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. <p>Individual Contract Rules: The individual contract must conform to the following: Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p>

		<p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <p>(1) Within 90 days after the person's Face Amount of Insurance ends; and</p> <p>(2) While the person has the right to convert the Face Amount of Insurance to an individual contract.</p> <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <p>(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and</p> <p>(2) is one that Prudential usually issues at the age and amount applied for.</p> <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
OK	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <p>(1) within two years from the date a person became a Covered Person, it is limited to:</p> <p>(a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund.</p> <p>(2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase.</p> <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>

OK	Option to Accelerate Payment of Certain Death Benefits Under Variable Universal Life Coverage	<p>The Option to Accelerate Payment of Certain Death Benefits Under Variable Universal Life Coverage section was modified to the following:</p> <p>These provisions change the Variable Universal Life Coverage (called Coverage below) to provide an option to accelerate payment of portions of your Insurance Amount or amount of Paid-up insurance.</p> <p>You should know that election of this option may affect other benefits or entitlements for which a person may be eligible. It may also affect a person's income tax liability. Read these notes carefully:</p> <p>(1) If you elect this option, the amount of Variable Universal Life Coverage for the person is reduced by the Terminal Illness Proceeds described below.</p> <p>(2) Any payment made under this option may be taxable. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have.</p> <p>(3) If you elect this option, eligibility for Medicaid or other government programs may be affected. You are advised to seek the help of a professional legal advisor for assistance with any questions that you may have.</p> <p>As used here:</p> <p>"Certificate Fund Amount" means the amount of a person's Certificate Fund under the Coverage on the day Prudential receives proof that the person is Terminally Ill.</p> <p>"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.</p> <p>"Paid-up Amount" means the person's amount of Paid-up insurance under the Coverage on the day Prudential receives proof that the person is Terminally Ill.</p> <p>"Terminally Ill" means having a life expectancy that is 12 months or less.</p> <p>"Terminal Illness Proceeds" mean the amount of the Variable Universal Life Death Benefit placed under this option for a person.</p> <p>You must elect the portion of Face Amount, Net Amount at Risk or amount of Paid-up insurance that you want to place under this option. You may elect any portion that you wish, but it may not be less than the Minimum Election Amount nor more than the Maximum Election Amount. The Minimum Election Amount is the lesser of 25% of the Face Amount or amount of Paid-up insurance and \$50,000. The Maximum Election Amount is the lesser of 75% of the person's Face Amount, Net Amount at Risk or amount of Paid-up insurance and \$1,000,000.</p> <p>If, as a result of the operation of the Minimum Election Amount or the Maximum Election Amount, shown above, the portion you elect to accelerate is a dollar amount that is neither 25% nor 75% of the Face Amount of Insurance, Net Amount at Risk or amount of Paid-up insurance, as applicable, Prudential will determine your elected portion to be the percent that the dollar amount represents of that Face Amount of Insurance, Net Amount at Risk or amount of Paid-up insurance.</p>
----	---	---

OK	Conditions	<p>The Conditions section was modified to the following: Your right to be paid under this option is subject to these terms:</p> <ol style="list-style-type: none"> (1) You may elect this option for a person only once during the time the person is a Covered Person. (2) You must choose this option in writing in a form that satisfies Prudential. (3) You must furnish proof that satisfies Prudential that the person's life expectancy is 12 months or less, including a certification by a Doctor. (4) The Variable Universal Life Coverage on the person must not be assigned. (5) You must obtain consent from an irrevocable beneficiary, if one has been named. (6) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore, you are not eligible for this option if: <ol style="list-style-type: none"> (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. 															
OK	Additional Provisions for Accidental Death and Dismemberment Coverage	<p>The Additional Provisions for Accidental Death and Dismemberment Coverage section was modified to the following:</p> <p>Accidental Death and Dismemberment Coverage pays benefits for accidental loss of life, sight, hand or foot. Loss of sight means total and permanent loss of sight. Loss of hand or foot means loss by severance at or above the wrist or ankle.</p> <p>Those benefits are payable only if all of these conditions are met:</p> <ol style="list-style-type: none"> a. The person sustains an accidental bodily Injury while a Covered Person. b. The loss results directly from that Injury and from no other cause. c. The person suffers the loss within 90 days after the accident. <p>Not all losses are covered. See Losses Not Covered below.</p> <p>Benefit Amount Payable: The amount payable depends on the type of loss as shown in this table. All benefits are subject to the Limitation Per Accident below.</p> <p>For loss of:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Life</td> <td style="width: 33%; text-align: center;">Both Hands</td> <td style="width: 33%; text-align: center;">Both Feet</td> </tr> <tr> <td style="padding-left: 20px;">Sight of Both Eyes</td> <td colspan="2" style="text-align: center;">Your Amount of Insurance under One Hand and One Foot</td> </tr> <tr> <td style="padding-left: 20px;">One Eye</td> <td style="text-align: center;">this Coverage One Hand and Sight of One Eye</td> <td style="text-align: center;">One Foot and Sight of One Foot</td> </tr> <tr> <td style="padding-left: 20px;">One-half your Amount of Sight of One Eye</td> <td style="text-align: center;">One Hand</td> <td style="text-align: center;">One Foot</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Insurance under this Coverage</td> </tr> </table> <p>Limitation Per Accident: No more than the amount of insurance on a person under the Accidental Death and Dismemberment Coverage is payable for all losses resulting from the person's Injuries sustained in the same accident.</p> <p>Losses Not Covered: A loss is not covered if it results from any of these:</p> <ol style="list-style-type: none"> (1) Suicide or attempted suicide. (2) Sickness, whether the loss results directly or indirectly from Sickness. (3) 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. (4) War, or act of war, declared or undeclared, while serving in the military or an auxiliary unit attached to a military unit or working in an area of war whether voluntarily or as required by the Employer. (5) Travel or other movement by means of an aircraft, or descent from or with a moving aircraft. This (5) applies only if: <ol style="list-style-type: none"> (a) the person has any duties aboard the aircraft that relate in any way to that aircraft or to its operation, equipment, passengers, or crew; or (b) the person is giving or receiving training for any of those duties aboard that aircraft. <p>"Aircraft" means any kind of vehicle or device designed for travel or other movement in or beyond the earth's atmosphere.</p>	Life	Both Hands	Both Feet	Sight of Both Eyes	Your Amount of Insurance under One Hand and One Foot		One Eye	this Coverage One Hand and Sight of One Eye	One Foot and Sight of One Foot	One-half your Amount of Sight of One Eye	One Hand	One Foot			Insurance under this Coverage
Life	Both Hands	Both Feet															
Sight of Both Eyes	Your Amount of Insurance under One Hand and One Foot																
One Eye	this Coverage One Hand and Sight of One Eye	One Foot and Sight of One Foot															
One-half your Amount of Sight of One Eye	One Hand	One Foot															
		Insurance under this Coverage															

OK	Incontestability of Insurance	<p>The Incontestability of Insurance section was modified to the following:</p> <p>This limits Prudential's use of your statements in contesting an amount of insurance under the Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage for which you are insured. These are statements made to persuade Prudential to accept you for insurance. They will be deemed representations and not warranties. These rules apply to each statement:</p> <p>(1) It will not be used in the contest unless:</p> <p style="padding-left: 20px;">(a) It is in a written instrument signed by you; and</p> <p style="padding-left: 20px;">(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.</p> <p>(2) If it relates to a person's insurability:</p> <p style="padding-left: 20px;">(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.</p> <p style="padding-left: 20px;">(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.</p>
OK	Incontestability of the Contract	<p>The Incontestability of the Contract section was modified to the following:</p> <p>No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.</p> <p>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.</p>
OK	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <p>(1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance.</p> <p>(2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance.</p> <p>(3) The Group Contract ends.</p> <p>(4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period.</p> <p>(5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end.</p> <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions. Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
OR	For Participants	<p>The For Participants section is modified to the following:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>

OR	Contributions	<p>The Contributions sections is modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
OR	Transfers	<p>The Transfers section is modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p>

		<p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
OR	The Certificate Fund	<p>The Certificate Fund section is modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p>

		<p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
OR	Full Surrender	<p>The Full Surrender section is modified to the following: You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
OR	Partial Withdrawals	<p>The Partial Withdrawals section is modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>

OR	Loans	<p>The Loans Section is modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms: (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p> <p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. If Prudential does so for more that 30 days, it will pay interest on that portion at the Fixed Account rate. But payment of a loan from the Fixed Account will not be deferred if the loan proceeds are being used to pay the premium on any policy issued by Prudential.</p>
----	-------	---

OR	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY section is modified as follows:</p> <p>If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job. <p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p> <p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.
----	---	--

		<p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p> <p>Effect of Conversion: An individual contract issued under Section M will be in place of all rights under this Section K.</p>
OR	Paid-Up Insurance	<p>The Paid-Up Insurance section is modified as follows:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
OR	Conversion Privilege	<p>The Conversion Privilege Section is modified as follows:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p>

	<p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. (3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <ol style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <ol style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
--	--

OR	General Provisions	<p>The General Provisions section is modified as follows:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p> <p>Beneficiary; Mode of Settlement: Any death benefit under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.</p>
OR	When Insurance Ends	<p>The When Insurance Ends section is modified as follows:</p> <p>PARTICIPANT INSURANCE</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
SC	Contributions	<p>The following was modified in the Contributions section:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p>

		<p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
SC	The Certificate Fund	<p>The following was modified in the Certificate Fund Section:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account;

	<p>(4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and a. interest credited to any Loan Account as described in Section J of the Coverage. and less these items applicable as of that date:</p> <p>(6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer.</p> <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
--	---

SC	Transfers	<p>The following is modified in the Transfers Section:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
SC	Full Surrender	<p>The following is modified in the Full Surrender Section:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum</p> <p>.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>

SC	Loans	<p>The following is modified in the Loans Section: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms: (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts.</p> <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due. Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p>
----	-------	---

		<p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
SC	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The following is modified in the EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY Section:</p> <p>If you meet the conditions below:</p> <p>(1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled.</p> <p>(2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below.</p> <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <p>(1) You lose sight in both eyes. The loss must be total and permanent.</p> <p>(2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or</p> <p>(3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job.</p> <p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p>

		<p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p> <p>Effect of Conversion: An individual contract issued under Section M will be in place of all rights under this Section K.</p>
SC	Paid-Up Insurance	<p>The following is modified in the Paid-Up Insurance Section:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
SC	Conversion Privilege	<p>The following is modified in the Conversion Privilege Section:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p>

	<p>(1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class.</p> <p>(2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise.</p> <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <p>(1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage.</p> <ol style="list-style-type: none"> a. If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. b. If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <ol style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <ol style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p>
--	---

		<p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>												
SC	General Provisions	<p>The following is modified in the General Provisions Section:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <p>(1) within two years from the date a person became a Covered Person, it is limited to:</p> <p>(a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund.</p> <p>(2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase.</p> <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p> <p>Beneficiary; Mode of Settlement: Any death benefit under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.</p>												
SC	Additional Provisions for Accidental Death and Dismemberment Coverage	<p>The following is modified in the Additional Provisions for Accidental Death and Dismemberment Coverage Section:</p> <p>FOR YOU</p> <p>Accidental Death and Dismemberment Coverage pays benefits for accidental loss of life, sight, hand or foot. Loss of sight means total and permanent loss of sight. Loss of hand means loss by severance of four entire fingers. Loss of foot means loss by severance at or above the ankle. Those benefits are payable only if all of these conditions are met:</p> <p>a. The person sustains an accidental bodily Injury while a Covered Person.</p> <p>b. The loss results directly from that Injury and from no other cause.</p> <p>c. The person suffers the loss within 90 days after the accident.</p> <p>Not all losses are covered. See Losses Not Covered below.</p> <p>Benefit Amount Payable: The amount payable depends on the type of loss as shown in this table. All benefits are subject to the Limitation Per Accident below.</p> <p>For loss of:</p> <table border="0"> <tr> <td>Life</td> <td>Both Hands</td> <td>Both Feet</td> </tr> <tr> <td>Sight of Both Eyes</td> <td>Your Amount of Insurance under One Hand and One Foot</td> <td>One Foot and Sight of One Eye</td> </tr> <tr> <td>One Eye</td> <td>One Hand</td> <td>One Foot</td> </tr> <tr> <td>One-half your Amount of Sight of One Eye</td> <td></td> <td>Insurance under this Coverage</td> </tr> </table> <p>Limitation Per Accident: No more than the amount of insurance on a person under the Accidental Death and Dismemberment Coverage is payable for all losses resulting from the person's Injuries sustained in the same accident.</p> <p>Losses Not Covered: A loss is not covered if it results from any of these:</p> <p>(1) Suicide or attempted suicide.</p> <p>(2) Sickness, whether the loss results directly or indirectly from Sickness.</p> <p>(3) 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.</p> <p>(4) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.</p>	Life	Both Hands	Both Feet	Sight of Both Eyes	Your Amount of Insurance under One Hand and One Foot	One Foot and Sight of One Eye	One Eye	One Hand	One Foot	One-half your Amount of Sight of One Eye		Insurance under this Coverage
Life	Both Hands	Both Feet												
Sight of Both Eyes	Your Amount of Insurance under One Hand and One Foot	One Foot and Sight of One Eye												
One Eye	One Hand	One Foot												
One-half your Amount of Sight of One Eye		Insurance under this Coverage												

		<p>(5) Travel or other movement by means of an aircraft, or descent from or with a moving aircraft. This (5) applies only if:</p> <p>(a) the person has any duties aboard the aircraft that relate in any way to that aircraft or to its operation, equipment, passengers, or crew; or</p> <p>(b) the person is giving or receiving training for any of those duties aboard that aircraft.</p> <p>"Aircraft" means any kind of vehicle or device designed for travel or other movement in or beyond the earth's atmosphere.</p> <p>GRP 99799</p> <p>Each benefit of the Accidental Death and Dismemberment Coverage, other than a death benefit, is payable to you. Any death benefit provided under a section of the Accidental Death and Dismemberment Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules. The Claim Rules apply to the payment of the benefits.</p>
SC	When Insurance Ends	<p>The following is modified in the When Insurance Ends Section:</p> <p>PARTICIPANT INSURANCE</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <p>(1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance.</p> <p>(2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance.</p> <p>(3) The Group Contract ends.</p> <p>(4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period.</p> <p>(5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end.</p> <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions. Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
SD	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <p>(1) any Net Contribution credited on that day;</p> <p>(2) any increase due to investment results in the value of the variable investment options;</p> <p>(3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account;</p> <p>(4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and</p> <p>(6) interest credited to any Loan Account as described in Section J of the Coverage.</p> <p>and less these items applicable as of that date:</p> <p>(6) any decrease due to investments results in the value of the variable investment options;</p>

		<p>(7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year);</p> <p>(8) A charge against the variable investment options for investment management fees and expenses;</p> <p>(9) any amount charged against the variable investment options for local, state or federal taxes;</p> <p>(10) a charge for the cost of insurance;</p> <p>(11) any charges for administration;</p> <p>(12) charges for any additional insurance benefits;</p> <p>(13) any partial withdrawals;</p> <p>(14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer.</p> <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
SD	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p>

		<p>(1) Only 253 transfers from the Fixed Account can be made each Certificate Year;</p> <p>(2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account.</p> <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
SD	Full Surrender	<p>The Full Surrender section was modified to the following:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
SD	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following:</p> <p>You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>

SD	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due. Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
----	-------	---

SD	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability section was modified to the following:</p> <p>If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job. <p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p> <p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p>
----	---	---

		<p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p>
SD	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
SD	Conversion Privilege	<p>The Conversion Privilege section was modified to the following: If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <p>(1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class.</p> <p>(2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise.</p> <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p>

		<p>(1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage.</p> <p>(2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice.</p> <p>(3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days.</p> <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <p>(1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus</p> <p>(2) the amount of the person's Certificate Fund needed to cancel any loan due; minus</p> <p>(3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends.</p> <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <p>(1) Within 90 days after the person's Face Amount of Insurance ends; and</p> <p>(2) While the person has the right to convert the Face Amount of Insurance to an individual contract.</p> <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <p>(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and</p> <p>(2) is one that Prudential usually issues at the age and amount applied for.</p> <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
--	--	---

SD	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>
SD	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
TX	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>Coverage and Amounts: The Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage, and the amounts of insurance are described in the Certificate.</p> <p>If you are insured, this Group Insurance Certificate replaces any older certificates issued to you for the Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage.</p> <p>Right to Examine this Certificate: You may return this Certificate, provided it is not a replacement for a Certificate previously issued to you under the Group Contract, to Prudential, for any reason, within 30 days after you receive it. If you return it within this period, the Insurance will be void from its Effective Date, and we will refund your contributions.</p>

		<p>The Death Benefit may increase or decrease daily depending on the payment of premiums, the investment experience of the Separate Account and the level of charges made. But, it will not be less than the Face Amount of Insurance shown plus the amount of any extra benefit, if the Covered Person's Insurance is not in default and there is no Certificate Fund debt or withdrawal. Refer to Section A of the Variable Universal Life Coverage for details.</p> <p>The Certificate Fund value may increase or decrease daily depending on the payment of premiums, the investment experience of the Separate Account and the level of charges made. There is no guaranteed minimum.</p> <p>Death benefits, cash values, and loan values will be reduced if an accelerated benefit is paid.</p> <p>Death benefits, cash values, and loan values will be reduced if an accelerated benefit is paid.</p>
TX	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
TX	Contributions	<p>The Contributions section was modified to the following: The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p>

		<p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
TX	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer.

		<p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
TX	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>

TX	Full Surrender	<p>The Full Surrender section was modified to the following: You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
TX	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
TX	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund. In no event will this determination operate to make less than 75% of the Cash Surrender Value of a person's Certificate Fund allocable to Variable Investment Options available for a loan.</p>

		<p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p> <p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
TX	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability section was modified to the following:</p> <p>If you meet the conditions below:</p> <p>(1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled.</p> <p>(2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below.</p> <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability.

Total Disability: You are "Totally Disabled" when:

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

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

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

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

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

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

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

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

If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.

This extension ends if and when:

- (1) Your Total Disability ends or you reach age 80; or
- (2) You fail to furnish any required proof that your Total Disability continues; or
- (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

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

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

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

TX	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
TX	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice.

(3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days.

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

Amount: Not more than:

- (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus
 - (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus
 - (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends.
- If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.

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

Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.

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

- (1) Within 90 days after the person's Face Amount of Insurance ends; and
- (2) While the person has the right to convert the Face Amount of Insurance to an individual contract.

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

Form: Any form of a life insurance contract that:

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

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

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

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

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

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

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

	<p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. (3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <ol style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <ol style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
--	--

TX	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p> <p>Beneficiary; Mode of Settlement: Any death benefit under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.</p>
TX	Option to Accelerate Payment of Certain Death Benefits Under Variable Universal Life Insurance	<p>The Option to Accelerate Payment of Certain Death Benefits Under Variable Universal Life Coverage section was modified to the following:</p> <p>These provisions change the Variable Universal Life Coverage (called Coverage below) to provide an option to accelerate payment of portions of your Insurance Amount or amount of Paid-up insurance.</p> <p>You should know that election of this option may affect other benefits or entitlements for which a person may be eligible. It may also affect a person's income tax liability. Read these notes carefully:</p> <ol style="list-style-type: none"> (1) If you elect this option, the amount of Variable Universal Life Coverage for the person is reduced by the Terminal Illness Proceeds described below. (2) Any payment made under this option may be taxable. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have. (3) If you elect this option, eligibility for Medicaid or other government programs may be affected. You are advised to seek the help of a professional legal advisor for assistance with any questions that you may have. <p>As used here:</p> <p>"Certificate Fund Amount" means the amount of a person's Certificate Fund under the Coverage on the day Prudential receives proof that the person is Terminally III.</p> <p>"Face Amount" means a person's Face Amount of Insurance under the Coverage on the day Prudential receives proof that the person is Terminally III.</p> <p>"Paid-up Amount" means the person's amount of Paid-up insurance under the Coverage on the day Prudential receives proof that the person is Terminally III.</p> <p>"Terminally III" means having a life expectancy that is 6 months or less.</p> <p>"Terminal Illness Proceeds" mean the amount of the Variable Universal Life Death Benefit placed under this option for a person.</p>

		<p>You must elect the portion of Face Amount, Net Amount at Risk or amount of Paid-up insurance that you want to place under this option. You may elect any portion that you wish, but it may not be less than the Minimum Election Amount nor more than the Maximum Election Amount. The Minimum Election Amount is the lesser of 25% of the Face Amount or amount of Paid-up insurance and \$50,000. The Maximum Election Amount is the lesser of 75% of the person’s Face Amount, Net Amount at Risk or amount of Paid-up insurance and \$500,000.</p> <p>If, as a result of the operation of the Minimum Election Amount or the Maximum Election Amount, shown above, the portion you elect to accelerate is a dollar amount that is neither 25% nor 75% of the Face Amount of Insurance, Net Amount at Risk or amount of Paid-up insurance, as applicable, Prudential will determine your elected portion to be the percent that the dollar amount represents of that Face Amount of Insurance, Net Amount at Risk or amount of Paid-up insurance.</p>															
TX	Conditions	<p>The Conditions section was modified to the following: 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 a claim form provided by Prudential and follow the instructions on the claim form. If you do not have a claim form, contact Prudential.. (3) You must furnish a certification by a Doctor that the person’s life expectancy is 6 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 Variable 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: (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.</p> <p>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, if applicable, on the monthly deduction for cost of insurance for the person’s Coverage.</p>															
TX	Additional Provisions for Accidental Death and Dismemberment Coverage	<p>The Additional Provisions for Accidental Death and Dismemberment Coverage section was modified to the following: Accidental Death and Dismemberment Coverage pays benefits for accidental loss of life, sight, hand or foot. Loss of sight means total and permanent loss of sight. Loss of hand or foot means loss by severance at or above the wrist or ankle.</p> <p>Those benefits are payable only if all of these conditions are met: a. The person sustains an accidental bodily Injury while a Covered Person. b. The loss results directly from that Injury and from no other cause. c. The person suffers the loss within 90 days after the accident.</p> <p>Not all losses are covered. See Losses Not Covered below.</p> <p>Benefit Amount Payable: The amount payable depends on the type of loss as shown in this table. All benefits are subject to the Limitation Per Accident below. For loss of:</p> <table border="0" data-bbox="443 1674 1517 1856"> <tr> <td>Life</td> <td>Both Hands</td> <td>Both Feet</td> </tr> <tr> <td>Sight of Both Eyes</td> <td colspan="2">Your Amount of Insurance under One Hand and One Foot</td> </tr> <tr> <td>Foot</td> <td>this Coverage One Hand and Sight of One Eye</td> <td>One Foot and Sight of One Eye</td> </tr> <tr> <td>One Eye</td> <td>One Hand</td> <td>One Foot</td> </tr> <tr> <td>One-half your Amount of Sight of One Eye</td> <td colspan="2">Insurance under this Coverage</td> </tr> </table>	Life	Both Hands	Both Feet	Sight of Both Eyes	Your Amount of Insurance under One Hand and One Foot		Foot	this Coverage One Hand and Sight of One Eye	One Foot and Sight of One Eye	One Eye	One Hand	One Foot	One-half your Amount of Sight of One Eye	Insurance under this Coverage	
Life	Both Hands	Both Feet															
Sight of Both Eyes	Your Amount of Insurance under One Hand and One Foot																
Foot	this Coverage One Hand and Sight of One Eye	One Foot and Sight of One Eye															
One Eye	One Hand	One Foot															
One-half your Amount of Sight of One Eye	Insurance under this Coverage																

		<p>Limitation Per Accident: No more than the amount of insurance on a person under the Accidental Death and Dismemberment Coverage is payable for all losses resulting from the person's Injuries sustained in the same accident.</p> <p>Losses Not Covered: A loss is not covered if it results from any of these:</p> <ol style="list-style-type: none"> (1) Suicide or attempted suicide. (2) Sickness, whether the loss results directly or indirectly from Sickness. (3) Any infection, unless it is pyogenic and occurs through and at the time of an accidental cut or wound. (4) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression. (5) Travel or other movement by means of an aircraft, or descent from or with a moving aircraft. This (5) applies only if: <ol style="list-style-type: none"> (a) the person has any duties aboard the aircraft that relate in any way to that aircraft or to its operation, equipment, passengers, or crew; or (b) the person is giving or receiving training for any of those duties aboard that aircraft. <p>"Aircraft" means any kind of vehicle or device designed for travel or other movement in or beyond the earth's atmosphere.</p>
TX	Definitions	<p>The Definitions section was modified to the following:</p> <p>Attained Age: The person's age as of each Contract Anniversary.</p> <p>Business Day: A day on which the New York Stock Exchange is open and the Securities and Exchange Commission has not restricted trading or declared an emergency.</p> <p>Cash Surrender Value: The Cash Surrender Value of Your Certificate Fund is equal to the Certificate Fund on the date of surrender, less any Certificate Debt and any transaction charge.</p> <p>Certificate Debt: The sum of all loans under this Certificate, plus the interest charged that is not yet due and has not been added to the loans.</p> <p>Certificate Year: A period of one year measured from the effective date of Your Certificate and from each successive anniversary of that date.</p> <p>Contract Month: A period of one month measured from the Contract Date and from each successive monthly anniversary.</p> <p>Contract Year: A period of one year measured from the Contract Date and from each successive Contract Anniversary.</p> <p>Coverage: A part of the Certificate consisting of:</p> <ol style="list-style-type: none"> (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. <p>Covered Person under the Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage: A Participant who is insured for Participant Insurance under that Coverage.</p> <p>Doctor: A licensed practitioner of the healing arts acting within the scope of the license.</p> <p>Injury: Injury to the body of a Covered Person.</p> <p>Insurance: Variable Universal Life Coverage, and any of the additional provisions that may be a part of the Variable Universal Life Coverage, provided under this Certificate.</p> <p>Loan Account: An account, which is part of the Covered Person's Certificate Fund, that is set up by Prudential when you take out a loan.</p> <p>Participant: A member in good standing of the American Institute of Certified Public Accountants. A member in good standing of a Qualified State Society of CPAs. The term also applies to that person for any rights after insurance ends.</p> <p>Participant Insurance: Insurance on the person of an Participant.</p> <p>Prudential: The Prudential Insurance Company of America</p> <p>Sickness: Any disorder of the body or mind of a Covered Person, but not an Injury.</p> <p>You: A Participant.</p>

TX	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
UT	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
UT	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p>

		<p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p style="padding-left: 40px;">If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
UT	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration;

		<p>(12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer.</p> <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
UT	Transfers	<p>The Transfers section was modified to the following: You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations: (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account.</p>

		<p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
UT	Full Surrender	<p>The Full Surrender section was modified to the following: You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest. Prudential may defer a surrender for not more than 20 days.</p>
UT	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Prudential may defer a withdrawal for not more than 20 days.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
UT	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value.

(3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01.

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

Prudential may defer a withdrawal for not more than 20 days.

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

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

Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.

Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.

Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.

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

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

Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.

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

UT	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability section was modified to the following:</p> <p>If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. c. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job. <p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p>
----	---	---

		<p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p> <p>Effect of Conversion: An individual contract issued under Section M will be in place of all rights under this Section K.</p>
UT	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p>

		<p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
UT	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. (3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <ol style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p>

		<p>Form: Any form of a life insurance contract that:</p> <ol style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
UT	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p> <p>Beneficiary; Mode of Settlement: Any death benefit under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.</p>
UT	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p>

		Any additional provisions that may have been part of the Variable Universal Life Coverage will end.
VT	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
VT	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance.

		<p>(5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted.</p> <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <p>(6) The Group Contract has not ended.</p> <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
VT	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p>

		<p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
VT	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
VT	Full Surrender	<p>The Full Surrender section was modified to the following:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p>

		<p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
VT	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
VT	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p>

		<p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more that 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
VT	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability section was modified to the following: If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job.

	<p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p> <p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p> <p>Effect of Conversion: An individual contract issued under Section M will be in place of all rights under this Section K.</p>
--	---

VT	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
VT	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice.

		<p>(3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days.</p> <p>Individual Contract Rules: The individual contract must conform to the following: Amount: Not more than: (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction. But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above. Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>Death During Conversion Period: The amount a person had a right to convert to an individual contract is included in the death benefit if the person dies: (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract.</p> <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that: (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and (2) is one that Prudential usually issues at the age and amount applied for. This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
VT	General Provisions	<p>The General Provisions section was modified to the following: Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs: (1) within two years from the date a person became a Covered Person, it is limited to: (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase.</p> <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p>

		<p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>																		
VT	Additional Provisions for Accidental Death and Dismemberment Coverage	<p>The Additional Provisions for Accidental Death and Dismemberment Coverage section was modified to the following:</p> <p>Accidental Death and Dismemberment Coverage pays benefits for accidental loss of life, sight, hand or foot. Loss of sight means total and permanent loss of sight. Loss of hand or foot means loss by severance at or above the wrist or ankle.</p> <p>Those benefits are payable only if all of these conditions are met:</p> <ol style="list-style-type: none"> The person sustains an accidental bodily Injury while a Covered Person. The loss results directly from that Injury and from no other cause. The person suffers the loss within 90 days after the accident. <p>Not all losses are covered. See Losses Not Covered below.</p> <p>Benefit Amount Payable: The amount payable depends on the type of loss as shown in this table. All benefits are subject to the Limitation Per Accident below.</p> <p>For loss of:</p> <table border="0"> <tr> <td>Life</td> <td>Both Hands</td> <td>Both Feet</td> </tr> <tr> <td>Sight of Both Eyes</td> <td colspan="2">The Amount of Insurance under the One Hand and</td> </tr> <tr> <td>One Foot</td> <td colspan="2">Accidental Death and Dismemberment Coverage One Hand and Sight of</td> </tr> <tr> <td>One Eye</td> <td>One Foot and Sight of One Eye</td> <td>One Hand</td> </tr> <tr> <td>Foot</td> <td colspan="2">One-half the Amount of Insurance under the Sight of One Eye</td> </tr> <tr> <td></td> <td colspan="2">Accidental Death and Dismemberment Coverage</td> </tr> </table> <p>Limitation Per Accident: No more than the amount of insurance on a person under the Accidental Death and Dismemberment Coverage is payable for all losses resulting from the person's Injuries sustained in the same accident.</p> <p>Losses Not Covered: A loss is not covered if it results from any of these:</p> <ol style="list-style-type: none"> The covered person's suicide or attempted suicide. Sickness, whether the loss results directly or indirectly from Sickness. 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. War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression. Travel or other movement by means of an aircraft, or descent from or with a moving aircraft. This (5) applies only if: <ol style="list-style-type: none"> the person has any duties aboard the aircraft that relate in any way to that aircraft or to its operation, equipment, passengers, or crew; or the person is giving or receiving training for any of those duties aboard that aircraft. <p>"Aircraft" means any kind of vehicle or device designed for travel or other movement in or beyond the earth's atmosphere.</p>	Life	Both Hands	Both Feet	Sight of Both Eyes	The Amount of Insurance under the One Hand and		One Foot	Accidental Death and Dismemberment Coverage One Hand and Sight of		One Eye	One Foot and Sight of One Eye	One Hand	Foot	One-half the Amount of Insurance under the Sight of One Eye			Accidental Death and Dismemberment Coverage	
Life	Both Hands	Both Feet																		
Sight of Both Eyes	The Amount of Insurance under the One Hand and																			
One Foot	Accidental Death and Dismemberment Coverage One Hand and Sight of																			
One Eye	One Foot and Sight of One Eye	One Hand																		
Foot	One-half the Amount of Insurance under the Sight of One Eye																			
	Accidental Death and Dismemberment Coverage																			
VT	Burial Expense	<p>The Burial Expense section was modified to the following:</p> <p>If it appears to Prudential that a person incurs expenses in connection with your last illness, death or burial, that person may receive part of your insurance under the Variable Universal Life Coverage. Prudential, at its option, may pay that person up to the greater of (a) 10% of the amount for which you are insured under this Coverage; and (b) \$1,000. If an amount is so paid, Prudential will not have to pay that part of your insurance again.</p>																		

VT	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>PARTICIPANT INSURANCE</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
WA	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
WA	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p>

		<p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
WA	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year);

		<p>(8) A charge against the variable investment options for investment management fees and expenses;</p> <p>(9) any amount charged against the variable investment options for local, state or federal taxes;</p> <p>(10) a charge for the cost of insurance;</p> <p>(11) any charges for administration;</p> <p>(12) charges for any additional insurance benefits;</p> <p>(13) any partial withdrawals;</p> <p>(14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer.</p> <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
WA	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account.

		<p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
WA	Full Surrender	<p>The Full Surrender section was modified to the following: You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
WA	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms: (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
WA	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund. Loan Requirements: Loans are subject to these terms: (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts.</p>

		<p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p> <p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
WA	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The Extension of Coverage and Waiver Cost of Insurance Charges During Total Disability was modified to the following: If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below.

The conditions are:

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

Total Disability: You are "Totally Disabled" when:

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

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

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

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

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

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

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

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

If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.

This extension ends if and when:

- (1) Your Total Disability ends or you reach age 80; or
- (2) You fail to furnish any required proof that your Total Disability continues; or
- (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

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

		<p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p> <p>Effect of Conversion: An individual contract issued under Section M will be in place of all rights under this Section K.</p>
WA	Paid-Up Insurance	<p>The Paid-Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
WA	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p>

	<p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage. (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice. (3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days. <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <ol style="list-style-type: none"> (1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus (2) the amount of the person's Certificate Fund needed to cancel any loan due; minus (3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <ol style="list-style-type: none"> (1) Within 90 days after the person's Face Amount of Insurance ends; and (2) While the person has the right to convert the Face Amount of Insurance to an individual contract. <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <ol style="list-style-type: none"> (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. <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
--	--

WA	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p>
WA	Option to Accelerate Payment of Certain Death Benefits Under Variable Universal Life Coverage	<p>The Option to Accelerate Payment of Certain Death Benefits Under Variable Universal Life Coverage section was modified to the following:</p> <p>These provisions change the Variable Universal Life Coverage (called Coverage below) to provide an option to accelerate payment of portions of your Insurance Amount or amount of Paid-up insurance.</p> <p>You should know that election of this option may affect other benefits or entitlements for which a person may be eligible. It may also affect a person's income tax liability. Read these notes carefully:</p> <ol style="list-style-type: none"> (1) If you elect this option, the amount of Variable Universal Life Coverage for the person is reduced by the Terminal Illness Proceeds described below. However, receipt of an accelerated death benefit will not affect the amount of any applicable accidental death benefit. (2) Any payment made under this option may be taxable. Tax laws relating to accelerated death benefits are complex. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have. (3) This accelerated life benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care. (4) If you elect this option, eligibility for public assistance programs such as Medicaid, Social Security, Supplemental Security, and Supplemental Security Income (SSI) or other government programs may be affected. You are advised to seek the help of a professional legal advisor for assistance with any questions that you may have. <p>As used here:</p> <p>"Certificate Fund Amount" means the amount of a person's Certificate Fund under the Coverage on the day Prudential receives proof that the person is Terminally III.</p> <p>"Face Amount" means a person's Face Amount of Insurance under the Coverage on the day Prudential receives proof that the person is Terminally III.</p> <p>"Paid-up Amount" means the person's amount of Paid-up insurance under the Coverage on the day Prudential receives proof that the person is Terminally III.</p> <p>"Terminally III" means having a life expectancy that is 24 months or less.</p> <p>"Terminal Illness Proceeds" mean the amount of the Variable Universal Life Death Benefit placed under this option for a person.</p>

You must elect the portion of a person's Face Amount, Net Amount at Risk or amount of Paid-up insurance that you want to place under this option. You may elect any portion that you wish, but it may not be less than the Minimum Election Amount nor more than the Maximum Election Amount. The Minimum Election Amount is the lesser of 25% of the Face Amount or amount of Paid-up insurance and \$50,000. The Maximum Election Amount is the lesser of 50% of the person's Face Amount, Net Amount at Risk or amount of Paid-up insurance and \$250,000.

If, as a result of the operation of the Minimum Election Amount or the Maximum Election Amount, shown above, the portion you elect to accelerate is a dollar amount that is neither 25% nor 50% of the Face Amount of Insurance, Net Amount at Risk or amount of Paid-up insurance, as applicable, Prudential will determine your elected portion to be the percent that the dollar amount represents of that Face Amount of Insurance, Net Amount at Risk or amount of Paid-up insurance.

A. If the person's Insurance under the Coverage is not Paid-up Insurance...

Terminal Illness Proceeds: The Terminal Illness Proceeds are equal to (1) or (2) below:

(1) If the amount of a person's death benefit is being determined under Subsection (1) of Section A of the Coverage:

(a) the elected portion of a person's Face Amount, as determined above; plus

(b) the excess of:

(i) the elected portion of a person's Certificate Fund Amount, as determined above; over

(ii) the elected portion of any outstanding loan balance, as determined above, plus interest due on the loan.

The elected portion may be reduced if, within 24 months after the date Prudential receives proof that a person is Terminally Ill, a reduction on account of age 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 reduction.

(2) If the amount of a person's death benefit is being determined under Subsection (2) of Section A of the Coverage:

(a) the elected portion of a person's Net Amount at Risk, as determined above; plus

(b) the excess of:

(i) the elected portion of a person's Certificate Fund Amount, as determined above; over

(ii) the elected portion of any outstanding loan balance, as determined above, plus interest due on the loan.

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 amount of the death benefit otherwise payable under the Coverage is affected as described in the "Effect on Coverage" section. Monthly Deductions for the Cost of Insurance are affected as described in the "Effect on Monthly Deductions for the Cost of Insurance" section.

Effect on Coverage: When you elect this option, the total amount of Variable 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. Any amount of Terminal Illness Proceeds paid is not available for conversion. Please refer to section M of the Variable Universal Life Coverage for additional information on conversions.

Prudential reserves the right to make a distribution from a person's Certificate 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 Variable Universal Life Coverage as life insurance under the Internal Revenue Code.

Effect on Monthly Deduction for Cost of Insurance: The amount of your monthly deduction for Cost of Insurance for a person will be adjusted based on the amount of the person's Variable Universal Life Coverage remaining in force.

		<p>Once you elect this option you may no longer:</p> <ul style="list-style-type: none"> (a) increase the Face Amount of Insurance under the Coverage; (b) make a lump sum contribution to the Certificate Fund for the person, except for contributions required to keep the Coverage from going into default; or (c) increase the amount of contributions to the Certificate Fund of the person, except to the extent an increase is needed to reflect an increase in the cost of insurance and monthly administration charges. 															
WA	If the Person's Insurance Under the Coverage is Paid-Up Insurance...	<p>The If the person's Insurance under the Coverage is Paid-up Insurance... section was modified to the following:</p> <p>Terminal Illness Proceeds: The Terminal Illness Proceeds are equal to the elected portion of a person's amount of Paid-up insurance, as determined above.</p> <p>Changes Made in the Coverage: If a person is Terminally Ill while a Covered 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 amount of the death benefit otherwise payable under the Coverage is affected as described in the "Effect on Paid-up Insurance" section, below.</p> <p>Effect on Paid-up Insurance: When you elect this option, the total amount of Paid-up insurance otherwise payable on a person's death will be reduced by the Terminal Illness Proceeds. Because the total amount of Paid-up insurance will be reduced, the cash value of the net single premium will also be reduced.</p>															
WA	Conditions	<p>The Conditions section was modified to the following:</p> <p>Your right to be paid under this option is subject to these terms:</p> <ul style="list-style-type: none"> (1) You may elect this option for a person only once during the time the person is a Covered Person. (2) You must choose this option in writing in a form that satisfies Prudential. (3) You must furnish proof that satisfies Prudential that the person's life expectancy is 24 months or less, including a certification by a Doctor. If Prudential disagrees with a certification from a Doctor, you have the right to mediation or binding arbitration conducted by an independent third party. (4) The Variable 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: <ul style="list-style-type: none"> (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. 															
WA	Additional Provisions for Accidental Death and Dismemberment Coverage	<p>The Additional Provisions for Accidental Death and Dismemberment Coverage section was modified to the following:</p> <p>Accidental Death and Dismemberment Coverage pays benefits for accidental loss of life, sight, hand or foot. Loss of sight means total and permanent loss of sight. Loss of hand or foot means loss by severance at or above the wrist or ankle.</p> <p>Those benefits are payable only if all of these conditions are met:</p> <ul style="list-style-type: none"> a. The person sustains an accidental bodily Injury while a Covered Person. b. The loss results directly from that Injury and from no other cause. c. The person suffers the loss within one year after the accident. <p>Not all losses are covered. See Losses Not Covered below.</p> <p>Benefit Amount Payable: The amount payable depends on the type of loss as shown in this table. All benefits are subject to the Limitation Per Accident below.</p> <p>For loss of:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Life</td> <td style="width: 33%; text-align: center;">Both Hands</td> <td style="width: 33%; text-align: center;">Both Feet</td> </tr> <tr> <td style="padding-left: 20px;">Sight of Both Eyes</td> <td style="text-align: center;">Your Amount of Insurance under One Hand and One</td> <td></td> </tr> <tr> <td>Foot</td> <td style="text-align: center;">this Coverage One Hand and Sight of One Eye</td> <td style="text-align: center;">One Foot and Sight of</td> </tr> <tr> <td style="padding-left: 20px;">One Eye</td> <td style="text-align: center;">One Hand</td> <td style="text-align: center;">One Foot</td> </tr> <tr> <td style="padding-left: 20px;">One-half your Amount of Sight of One Eye</td> <td></td> <td style="text-align: center;">Insurance under this Coverage</td> </tr> </table>	Life	Both Hands	Both Feet	Sight of Both Eyes	Your Amount of Insurance under One Hand and One		Foot	this Coverage One Hand and Sight of One Eye	One Foot and Sight of	One Eye	One Hand	One Foot	One-half your Amount of Sight of One Eye		Insurance under this Coverage
Life	Both Hands	Both Feet															
Sight of Both Eyes	Your Amount of Insurance under One Hand and One																
Foot	this Coverage One Hand and Sight of One Eye	One Foot and Sight of															
One Eye	One Hand	One Foot															
One-half your Amount of Sight of One Eye		Insurance under this Coverage															

		<p>Limitation Per Accident: No more than the amount of insurance on a person under the Accidental Death and Dismemberment Coverage is payable for all losses resulting from the person's Injuries sustained in the same accident.</p> <p>Losses Not Covered: A loss is not covered if it results from any of these:</p> <ol style="list-style-type: none"> (1) Suicide or attempted suicide. (2) Sickness, whether the loss results directly or indirectly from Sickness. (3) 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. (4) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression. (5) Travel or other movement by means of an aircraft, or descent from or with a moving aircraft. This (5) applies only if: <ol style="list-style-type: none"> (a) the person has any duties aboard the aircraft that relate in any way to that aircraft or to its operation, equipment, passengers, or crew; or (b) the person is giving or receiving training for any of those duties aboard that aircraft. <p>"Aircraft" means any kind of vehicle or device designed for travel or other movement in or beyond the earth's atmosphere.</p>
WA	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>PARTICIPANT INSURANCE</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>
WI	Variable Universal Life Insurance	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>Coverage and Amounts: The Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage, and the amounts of insurance are described in the Certificate.</p> <p>If you are insured, this Group Insurance Certificate replaces any older certificates issued to you for the Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage.</p> <p>Right to Examine this Certificate: You may return this Certificate, provided it is not a replacement for a Certificate previously issued to you under the Group Contract, to Prudential, for any reason, within 30 days after you receive it. If you return it within this period, the Insurance will be void from its Effective Date, and we will refund your contributions.</p>

		<p>The Death Benefit may increase or decrease daily depending on the payment of premiums, the investment experience of the Separate Account and the level of charges made. But, it will not be less than the Face Amount of Insurance shown plus the amount of any extra benefit, if the Covered Person's Insurance is not in default and there is no Certificate Fund debt or withdrawal. Refer to Section A of the Variable Universal Life Coverage for details.</p> <p>The Certificate Fund value may increase or decrease daily depending on the payment of premiums, the investment experience of the Separate Account and the level of charges made. There is no guaranteed minimum. See "The Certificate Fund" and "Separate Account" sections of the Variable Universal Life Coverage form.</p> <p>See "The Certificate Fund" and "Separate Account" sections of the Variable Universal Life Coverage form.</p>
WI	Variable Universal Life Coverage	<p>The Variable Universal Life Coverage section was modified to the following: FOR PARTICIPANTS</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
WI	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p>

		<p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance . (5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted. <p style="padding-left: 40px;">If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <ol style="list-style-type: none"> (6) The Group Contract has not ended. <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
WI	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration;

		<p>(12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer.</p> <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
WI	Transfers	<p>The Transfers section was modified to the following: You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations: (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account.</p> <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p>

		<p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
WI	Full Surrender	<p>The Full Surrender section was modified to the following: You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p> <p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
WI	Partial Withdrawals	<p>The Partial Withdrawals section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
WI	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p>

		<p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due. Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p> <p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 1%.; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
WI	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability was modified to the following:</p> <p>If you meet the conditions below:</p> <p>(1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled.</p> <p>(2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below.</p> <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability.

Total Disability: You are "Totally Disabled" when:

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

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

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

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

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

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

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

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

If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.

This extension ends if and when:

- (1) Your Total Disability ends or you reach age 80; or
- (2) You fail to furnish any required proof that your Total Disability continues; or
- (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

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

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

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

WI	Paid-Up Insurance	<p>The Paid Up Insurance section was modified to the following:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
WI	Conversion Privilege	<p>The Conversion Privilege section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage.

		<p>(3) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice.</p> <p>(4) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days.</p> <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <p>(1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus</p> <p>(2) the amount of the person's Certificate Fund needed to cancel any loan due; minus</p> <p>(3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends. If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <p>(1) Within 90 days after the person's Face Amount of Insurance ends; and</p> <p>(2) While the person has the right to convert the Face Amount of Insurance to an individual contract.</p> <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <p>(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and</p> <p>(2) is one that Prudential usually issues at the age and amount applied for.</p> <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
WI	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p>

		<p>(1) within two years from the date a person became a Covered Person, it is limited to:</p> <p>(a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund.</p> <p>(2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase.</p> <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p> <p>Beneficiary; Mode of Settlement: Any death benefit under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.</p>
WI	Beneficiary Rules	<p>The Beneficiary Rules section was modified to the following:</p> <p>The rules in this section apply to insurance payable on account of your death, when the Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable 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 Limits on Assignments section.</p> <p>"Beneficiary" means a person chosen, on a form approved by Prudential, to receive the insurance benefits.</p> <p>You have the right to choose a Beneficiary.</p> <p>If there is a Beneficiary for the insurance, it is payable to that Beneficiary.</p> <p>Any amount of insurance for which there is no Beneficiary at a person's 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) surviving siblings in equal shares; (e) estate. This order will apply unless otherwise provided in the Limits on Assignments.</p> <p>You may change the Beneficiary at any time without the consent of the present Beneficiary, unless you have made an irrevocable choice of Beneficiary. The Beneficiary change form must be filed through the Contract Holder. 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.</p> <p>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, that Beneficiary's interest will end. It will be shared equally by any remaining Beneficiaries, unless the Beneficiary form states otherwise.</p>
WI	Limits on Assignments	<p>The Limits on Assignments section was modified to the following:</p> <p>You may assign your Participant Insurance under the Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage. Any rights, benefits or privileges that you have as a Participant may be assigned without restriction. The rights assigned include any right to choose a Beneficiary or to convert to another contract of insurance. There is no right to choose a Beneficiary for an amount for which an irrevocable choice of Beneficiary has been made. 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 Contract Holder.</p>

		<p>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 not be payable as stated in the Beneficiary Rules. It will be payable to:</p> <ol style="list-style-type: none"> (1) the assignee, if living; or (2) the estate of the assignee, if the assignee is not living. <p>In the case of a collateral assignment, payment under (1) and (2) will be only to the extent interest may appear. Any excess will be payable as stated in the Beneficiary Rules.</p>
WI	Claim Rules	<p>The Claim Rules section was modified to the following:</p> <p>These rules apply to the payment of benefits under Additional Provisions for Accidental Death and Dismemberment Coverage.</p> <p>Proof of Loss: Prudential must be given written proof of the loss for which claim is made under the Additional Provisions for Accidental Death or 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.</p> <p>When Benefits are Paid: Benefits are paid when Prudential receives written proof of the loss.</p> <p>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.</p> <p>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.</p> <p>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 six years after the end of the time period within which proof of loss is required.</p>
WI	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>PARTICIPANT INSURANCE</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>

WV	Variable Universal Life Insurance	<p>The Variable Universal Life Coverage section was modified to the following:</p> <p>FOR PARTICIPANTS</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
WV	Contributions	<p>The Contributions section was modified to the following:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance.

		<p>(5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted.</p> <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <p>(6) The Group Contract has not ended.</p> <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
WV	The Certificate Fund	<p>The Certificate Fund section was modified to the following:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and <ol style="list-style-type: none"> a. interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p> <p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p>

		<p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
WV	Transfers	<p>The Transfers section was modified to the following:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 273 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
WV	Full Surrender	<p>The Full Surrender section was modified to the following:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p>

		<p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
WV	Partial Withdrawals	<p>The PARTIAL WITHDRAWALS section was modified to the following: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
WV	Loans	<p>The Loans section was modified to the following: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p> <p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p>

		<p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
WV	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY section was modified to the following:</p> <p>If you meet the conditions below:</p> <p>(1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled.</p> <p>(2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below.</p> <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <p>(1) You lose sight in both eyes. The loss must be total and permanent.</p> <p>(2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or</p> <p>(3) Due to Sickness, Injury or both, you are not able to perform the material and substantial duties of your current occupation; and.</p> <p>(4) Due to Sickness, Injury or both, you are not able to perform, the material and substantial duties of an occupation for which you are or become qualified by reason of education, training or experience.</p>

		<p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p> <p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p> <p>Effect of Conversion: An individual contract issued under Section M will be in place of all rights under this Section K.</p>
--	--	---

WV	Conversion Privilege	<p>The CONVERSION PRIVILEGE section was modified to the following:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <p>(1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class.</p> <p>(2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise.</p> <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <p>(1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage.</p> <p>(2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice.</p> <p>(3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium ends at the end of the ninety-first day after the person ceases to be insured for that coverage.</p> <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <p>(1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus</p> <p>(2) the amount of the person's Certificate Fund needed to cancel any loan due; minus</p> <p>(3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends.</p> <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <p>(1) Within 90 days after the person's Face Amount of Insurance ends; and</p> <p>(2) While the person has the right to convert the Face Amount of Insurance to an individual contract.</p> <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <p>(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and</p> <p>(2) is one that Prudential usually issues at the age and amount applied for.</p> <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the person's Face Amount of Insurance ends because your membership in a Covered Class ends, the contract may be issued with preliminary term insurance which extends for not more than one year starting with its effective date.</p>
----	----------------------	---

		<p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
WV	General Provisions	<p>The General Provisions section was modified to the following:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p> <ol style="list-style-type: none"> (1) within two years from the date a person became a Covered Person, it is limited to: <ol style="list-style-type: none"> (a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund. (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase. <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p> <p>Beneficiary; Mode of Settlement: Any death benefit under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.</p>
WV	When Insurance Ends	<p>The When Insurance Ends section was modified to the following:</p> <p>PARTICIPANT INSURANCE</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <ol style="list-style-type: none"> (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance. (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance. (3) The Group Contract ends. (4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period. (5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end. <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>

WY	Variable Universal Life Coverage	<p>The following was modified to the For Participants section:</p> <p>This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies.</p>
WY	Contributions	<p>The following was modified to the Contributions section:</p> <p>The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.</p> <p>You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The Initial Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.</p> <p>Prudential reserves the right not to accept, or to return, lump sum contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.</p> <p>Default: On the first Business Day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of that day and deduct from that amount the charges described under Section C of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.</p> <p>The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.</p> <p>Grace Period: You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.</p> <p>Reinstatement: If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:</p> <ol style="list-style-type: none"> (1) You must request reinstatement within three years from the end of the Grace Period. (2) The Insurance must not have been surrendered for its Cash Surrender Value. (3) You have given evidence of the Covered Person's insurability that satisfies Prudential. (4) The Cash Surrender Value must not have been used to buy paid-up insurance .

		<p>(5) You must pay a contribution at least equal to (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted.</p> <p>If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.</p> <p>(6) The Group Contract has not ended.</p> <p>If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.</p>
WY	Certificate Fund	<p>The following was modified to the Certificate Fund section:</p> <p>Allocations: For the first 30 days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to the Fixed Account. Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the Participant for the Covered Person must be at least 5% of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.</p> <p>On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10), (11) and (12) below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:</p> <ol style="list-style-type: none"> (1) any Net Contribution credited on that day; (2) any increase due to investment results in the value of the variable investment options; (3) guaranteed interest at an effective rate of 4% a year on that part of the Certificate Fund that is in the Fixed Account; (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and (7) interest credited to any Loan Account as described in Section J of the Coverage. <p>and less these items applicable as of that date:</p> <ol style="list-style-type: none"> (6) any decrease due to investments results in the value of the variable investment options; (7) a charge against the variable investment options at a rate of .00123% a day (0.45% a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245% a day (0.90% a year); (8) A charge against the variable investment options for investment management fees and expenses; (9) any amount charged against the variable investment options for local, state or federal taxes; (10) a charge for the cost of insurance; (11) any charges for administration; (12) charges for any additional insurance benefits; (13) any partial withdrawals; (14) any transaction charges that may result from a partial withdrawal, additional statement request or transfer. <p>Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.</p>

		<p>Guaranteed Interest: Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be .01074598% a day (4% a year).</p> <p>Excess Interest: Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.</p> <p>Charge for Cost of Insurance: On the first Business Day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage. The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is determined prospectively and is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate – Age Last Birthday.</p> <p>Charge for Administration: On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.</p> <p>Deduction of Charges: Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.</p>
WY	Transfers	<p>The following was modified to the Transfers section:</p> <p>You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account as often as twelve times during a Certificate Year without charge, unless the Insurance is in default. The minimum amount that can be transferred is \$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%. To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first 30 days following the Effective Date of the Certificate.</p> <p>You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:</p> <ol style="list-style-type: none"> (1) Only 253 transfers from the Fixed Account can be made each Certificate Year; (2) The maximum amount that can be transferred is the greater of \$5,000 or 100% of the amount in the Fixed Account. <p>Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.</p> <p>Delayed Transfers: Prudential usually transfers the Covered Person's amounts on the date it receives the Participant's request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency.</p>
WY	Full Surrender	<p>The following was modified to the Full Surrender section:</p> <p>You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.</p>

		<p>Delayed Surrender: Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p>
WY	Partial Withdrawals	<p>The following was modified to the Partial Withdrawals section: You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) You must ask for the partial withdrawal on a form acceptable to Prudential. (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make the next monthly deductions from the Certificate Fund. (4) The amount withdrawn must be at least \$200. (5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts. <p>Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.</p> <p>Delayed Withdrawals: Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>An amount withdrawn may not be repaid except as a contribution subject to charges.</p>
WY	Loans	<p>The following was modified to the Loans section: You may make a request to borrow from a Covered Person's Certificate Fund.</p> <p>Loan Requirements: Loans are subject to these terms:</p> <ol style="list-style-type: none"> (1) The Covered Person's Insurance must be in force and not in default. (2) The Covered Person's Certificate Debt must not be more than the Loan Value. (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least \$0.01. (4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts. <p>If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.</p> <p>Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by 90% and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make the next monthly deductions from the Certificate Fund.</p> <p>Interest Charge: Interest charged on any loan will accrue daily at an annual rate of no less than 5% and no more than 8%. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the Participant 31 days before the interest on the loan becomes due.</p> <p>Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. Prudential will notify you if the rate is to be changed.</p>

		<p>Effect of a Loan: A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less 2%.; and (b) 4%.</p> <p>Repayment: You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations, unless you select specific accounts. While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.</p> <p>Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.</p> <p>Excess Certificate Debt: If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make the next month's deductions, the Insurance is in default. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B if the minimum contribution is not made.</p> <p>Delayed Loans: Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.</p>
WY	Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability	<p>The following was modified to the EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY section:</p> <p>If you meet the conditions below:</p> <ol style="list-style-type: none"> (1) The Variable Universal Life Coverage, including any additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled. (2) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below. <p>The conditions are:</p> <ol style="list-style-type: none"> a. You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage. b. You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability. <p>Total Disability: You are "Totally Disabled" when:</p> <ol style="list-style-type: none"> (1) You lose sight in both eyes. The loss must be total and permanent. (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job.

		<p>The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice that:</p> <ol style="list-style-type: none"> (1) You have met the above conditions; and (2) You are still Totally Disabled; and (3) Your Total Disability has continued for at least nine months. <p>Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.</p> <p>Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.</p> <p>Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.</p> <p>If you die while the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:</p> <ol style="list-style-type: none"> (1) Your Total Disability continued until that person's death; and (2) All of the above conditions have been met. <p>If you die within one year after your Total Disability started and before you give Prudential notice of Total Disability, written proof of Total Disability and written notice of your death must be given to Prudential within one year after the death.</p> <p>This extension ends if and when:</p> <ol style="list-style-type: none"> (1) Your Total Disability ends or you reach age 80; or (2) You fail to furnish any required proof that your Total Disability continues; or (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year. <p>If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.</p> <p>The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Participants.</p> <p>Effect of Conversion: An individual contract issued under Section M will be in place of all rights under this Section K.</p>
--	--	---

WY	Paid-Up Insurance	<p>The following was modified to the PAID-UP INSURANCE section:</p> <p>You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.</p> <p>The election will take effect at the end of the first Business Day on which Prudential receives the form.</p> <p>This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.</p> <p>The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.</p> <p>All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.</p> <p>Dividends: Prudential will determine that part of the dividend, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provisions of the Group Contract.</p> <p>Change in Beneficiary: If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.</p>
WY	Conversion Privilege	<p>The following was modified to the Conversion Privilege section:</p> <p>If all or part of a person's Face Amount of Insurance under the Variable Universal Life Coverage ends for one of the reasons stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:</p> <ol style="list-style-type: none"> (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class. (2) All Face Amount of Insurance that applies to you under the Group Contract for your class ends by amendment or otherwise. <p>Any such conversions are subject to the rest of this Section M.</p> <p>Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:</p> <ol style="list-style-type: none"> (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage.

		<p>(2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice.</p> <p>(3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days.</p> <p>Individual Contract Rules: The individual contract must conform to the following:</p> <p>Amount: Not more than:</p> <p>(1) the total amount of the person's insurance under this Variable Universal Life Coverage (Face Amount of Insurance plus Certificate Fund) just before the Face Amount of Insurance ends; minus</p> <p>(2) the amount of the person's Certificate Fund needed to cancel any loan due; minus</p> <p>(3) the amount of the person's paid-up insurance under the Variable Universal Life Coverage purchased by using the person's Certificate Fund just after the Face Amount of Insurance ends.</p> <p>If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.</p> <p>But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.</p> <p>Or, if the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 45 days.</p> <p>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:</p> <p>(1) Within 90 days after the person's Face Amount of Insurance ends; and</p> <p>(2) While the person has the right to convert the Face Amount of Insurance to an individual contract.</p> <p>It is included even if the person did not apply for conversion. But it is reduced by the amount of any extended death benefit protection which applies.</p> <p>Form: Any form of a life insurance contract that:</p> <p>(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and</p> <p>(2) is one that Prudential usually issues at the age and amount applied for.</p> <p>This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.</p> <p>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.</p> <p>Effective Date: The day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.</p>
WY	General Provisions	<p>The following was modified to the General Provisions section:</p> <p>Suicide: If a Covered Person dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:</p>

		<p>(1) within two years from the date a person became a Covered Person, it is limited to:</p> <p>(a) the sum of the contributions paid, minus (b) any loans and the interest charged to it; minus (c) any amounts which have been withdrawn from that person's Certificate Fund.</p> <p>(2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the aggregate cost of insurance amount paid for that increase.</p> <p>Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each Contract Year and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$20.00 for its cost.</p> <p>Payment of Death Claim: If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.</p> <p>Beneficiary; Mode of Settlement: Any death benefit under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.</p>
WY	When Insurance Ends	<p>The following was modified to the When Insurance Ends section:</p> <p>PARTICIPANT INSURANCE</p> <p>The Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract will end on the first of these to occur:</p> <p>(1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance.</p> <p>(2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance.</p> <p>(3) The Group Contract ends.</p> <p>(4) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Contribution required to provide the person's Variable Universal Life Coverage during the grace period.</p> <p>(5) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of the person's Variable Universal Life Coverage end.</p> <p>Attainment of Age 100: When a Covered Person attains age 100, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.</p> <p>Any additional provisions that may have been part of the Variable Universal Life Coverage will end.</p>

To Learn More About *Group Variable Universal Life*

The statement of additional information ("SAI") is legally a part of this prospectus, both of which are filed with the Securities and Exchange Commission ("SEC") under the Securities Act of 1933, Registration No. 333-01031. The SAI contains additional information about the Prudential Variable Contract Account GI-2. The SEC maintains a Web site (<http://www.sec.gov>) that contains the **Prudential Group Variable Universal Life** SAI, material incorporated by reference, and other information about us. Copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following email address: publicinfo@sec.gov.

You can call us at 1-800-562-9874 to ask us questions, request information about the Contract, and obtain copies of the SAI or other documents without charge. You can request a copy by writing to us at:

P.O. Box 8769
Philadelphia, PA 19176-8769

Group Variable Universal Life Insurance (contract series 89759) is issued by The Prudential Insurance Company of America, 751 Broad Street, Newark, NJ 07102 and is distributed by Prudential Investment Management Services LLC (PIMS), 655 Broad Street, Newark, NJ 07102-4410, each being a Prudential Financial company and each is solely responsible for its financial condition and contractual obligation. Aon Insurance Services is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695) (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators, and Berkely Insurance Agency; and in NY, AIS Affinity Insurance Agency. Securities offered through Aon Securities LLC, Member FINRA/SIPC, 1100 Virginia Drive, Suite 250, Fort Washington, PA 19034-3278, 1-800-223-7473. The Plan Agent of the AICPA Insurance Trust is Aon Insurance Services. Aon Securities LLC and Aon Insurance Services are not affiliated with either Prudential or PIMS.

AB Variable Product Series Fund, Inc.

AB VPS Sustainable International Thematic Portfolio
(Class A Shares)



AB Variable Products Series Fund, Inc.

Sustainable International Thematic Portfolio—Class A

(formerly, International Growth Portfolio)

Before you invest, you may want to review the Portfolio's Prospectus, which contains more information about the Portfolio and its risks. The Portfolio's Prospectus and Statement of Additional Information, both dated May 1, 2022, as may be amended or supplemented, are incorporated by reference into this Summary Prospectus. For free paper or electronic copies of the Portfolio's Prospectus, reports to shareholders and other information about the Portfolio, go to www.abfunds.com/go/prospectus, email a request to prerequest@alliancebernstein.com, call (800) 227-4618, or ask any insurance company that offers shares of the Portfolio. The Portfolio's reports to shareholders are also available at www.abfunds.com/go/VSITA.

INVESTMENT OBJECTIVE

The Portfolio's investment objective is long-term growth of capital.

FEES AND EXPENSES OF THE PORTFOLIO

This table describes the fees and expenses that you may pay if you buy, hold and sell shares of the Portfolio. The table and Examples below do not reflect deductions at the separate account level or contract level for any charges that may be incurred under a contract. Contractholders that invest in the Portfolio should refer to the variable contract prospectus for a description of fees and expenses that apply to Contractholders. Inclusion of these charges would increase the fees and expenses in the Annual Portfolio Operating Expenses table and Examples below.

Shareholder Fees (fees paid directly from your investment)

N/A

Annual Portfolio Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

Management Fees	.75%
Other Expenses:	
Transfer Agent	.01%
Other Expenses	.52%
Total Other Expenses	.53%
Total Portfolio Operating Expenses	1.28%
Fee Waiver and/or Expense Reimbursement(a)	(.05)%
Total Portfolio Operating Expenses After Fee Waiver and/or Expense Reimbursement	1.23%

(a) The Adviser has contractually agreed to waive its management fee and/or to bear expenses of the Portfolio in order to reduce total Portfolio operating expenses, on an annualized basis, by .05% of the Portfolio's average daily net assets. The fee waiver and/or expense reimbursement agreement will remain in effect until May 1, 2023 and may only be terminated or changed with the consent of the Portfolio's Board of Directors. In addition, the agreement will be automatically extended for one-year terms unless the Adviser provides notice of termination to the Portfolio at least 60 days prior to the end of the period.

Examples

The Examples are intended to help you compare the cost of investing in the Portfolio with the cost of investing in other mutual funds. The Examples assume that you invest \$10,000 in the Portfolio for the time periods indicated and then redeem all of your shares at the end of those periods. The Examples also assume that your investment has a 5% return each year, that the Portfolio's operating expenses stay the same and that any fee waiver and/or expense limitation is in effect for only the first year. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After 1 Year	\$ 125
After 3 Years	\$ 401
After 5 Years	\$ 697
After 10 Years	\$1,541

Portfolio Turnover

The Portfolio pays transaction costs, such as commissions, when it buys or sells securities (or “turns over” its portfolio). A higher portfolio turnover rate may indicate higher transaction costs. These transaction costs, which are not reflected in the Annual Portfolio Operating Expenses or in the Examples, affect the Portfolio’s performance. During the most recent fiscal year, the Portfolio’s portfolio turnover rate was 25% of the average value of its portfolio.

PRINCIPAL STRATEGIES

The Portfolio invests primarily in a focused international portfolio of equity securities of companies whose business activities the Adviser believes position the company to benefit from certain sustainable investment themes that align with one or more of the United Nations Sustainable Development Goals (“SDGs”). These themes principally include the advancement of climate, health and empowerment. Under normal circumstances, the Portfolio invests at least 80% of its net assets in equity securities of issuers located outside of the United States that satisfy the Portfolio’s sustainable thematic criteria and in derivative instruments related to such securities. An issuer that derives at least 25% of its total revenues from activities consistent with the achievement of the SDGs meets such criteria, although many of the issuers in which the Portfolio invests will derive a much greater portion of their revenues from such activities.

The Adviser employs a combination of “top-down” and “bottom-up” investment processes with the goal of identifying, based on its internal research and analysis, securities of companies worldwide that fit into sustainable investment themes. First, the Adviser identifies through its “top-down” process the sustainable investment themes. In addition to this “top-down” thematic approach, the Adviser then uses a “bottom-up” analysis of individual companies that focuses on prospective earnings growth, valuation, and quality of company management and on evaluating a company’s risks, including those related to environmental, social and corporate governance (“ESG”) factors. ESG factors, which can vary across companies and industries, may include environmental impact, corporate governance, ethical business practices, diversity and employee practices, product safety, supply chain management and community impact. Eligible investments include securities of issuers that the Adviser believes will maximize total return while also contributing to positive societal impact aligned with one or more SDGs. While the Adviser emphasizes focusing on individual companies with favorable ESG attributes over the use of broad-based negative screens (*e.g.*, disqualifying business activities) in assessing a company’s exposure to ESG factors, the Portfolio will not invest in companies that derive revenue from direct involvement in alcohol, coal, gambling, pornography, prisons, tobacco or weapons.

The Adviser normally considers a large universe of mid- to large-capitalization companies worldwide for investment, but may invest in companies of any size. The Portfolio invests, under normal circumstances, in the equity securities of companies located in at least three countries (and normally substantially more) other than the United States. The Portfolio invests in securities of companies in both developed and emerging market countries, with the stock selection process determining the geographic distribution of the Portfolio’s investments. The Portfolio also invests in the equity securities of companies located in the United States with exposure to international markets. The Portfolio may sell securities that no longer meet the investment criteria described above.

Currency exposures can have a dramatic impact on equity returns, significantly adding to returns in some years and greatly diminishing them in others. The Adviser may seek to hedge the currency exposure resulting from a securities position when it finds the currency exposure unattractive. To hedge all or a portion of its currency risk, the Portfolio may, from time to time, invest in currency-related derivatives, including forward currency exchange contracts, futures contracts, options on futures contracts, swaps and options. Decisions regarding portfolio investments and whether or not to hedge foreign currency exposures are evaluated separately by the Adviser.

The Portfolio may enter into other derivatives transactions, such as options, futures contracts, forwards, and swaps. The Portfolio may use options strategies involving the purchase and/or writing of various combinations of call and/or put options, including on individual securities and stock indices or futures contracts (including futures contracts on individual securities and stock indices). These transactions may be used, for example, in an effort to earn extra income, to adjust exposure to individual securities or markets, or to protect all or a portion of the Portfolio’s portfolio from a decline in value, sometimes within certain ranges.

PRINCIPAL RISKS

- **Market Risk:** The value of the Portfolio’s assets will fluctuate as the stock or bond market fluctuates. The value of its investments may decline, sometimes rapidly and unpredictably, simply because of economic changes or other events, including public health crises (including the occurrence of a contagious disease or illness) and regional and global conflicts, that affect large portions of the market. It includes the risk that a particular style of investing, such as the Portfolio’s growth approach, may underperform the market generally.
- **Focused Portfolio Risk:** Investments in a limited number of companies may have more risk because changes in the value of a single security may have a more significant effect, either negative or positive, on the Portfolio’s net asset value than would be the case if the Portfolio were invested in a larger number of companies.

- **Sector Risk:** The Portfolio may have more risk than a more diversified portfolio because it may invest to a significant extent in one or more particular market sectors, such as the information technology or financial services sector. To the extent it does so, market or economic factors affecting the relevant sector(s) could have a major effect on the value of the Portfolio’s investments.
- **ESG Risk:** Applying ESG and sustainability criteria to the investment process may exclude securities of certain issuers for non-investment reasons and, therefore, the Portfolio may forgo some market opportunities available to funds that do not use ESG or sustainability criteria. Securities of companies with ESG practices may shift into and out of favor depending on market and economic conditions, and the Portfolio’s performance may at times be better or worse than the performance of funds that do not use ESG or sustainability criteria. Furthermore, “sustainability” is not a uniformly defined characteristic, and the Portfolio’s sustainability criteria may differ from those used by other funds. In addition, in evaluating an investment, the investment adviser is dependent upon information and data that may be incomplete, inaccurate or unavailable, which could adversely affect the analysis of the ESG and sustainability factors relevant to a particular investment.
- **Foreign (Non-U.S.) Risk:** Investments in securities of non-U.S. issuers may involve more risk than those of U.S. issuers. These securities may fluctuate more widely in price and may be more difficult to trade due to adverse market, economic, political, regulatory or other factors.
- **Emerging Market Risk:** Investments in emerging market countries may have more risk because the markets are less developed and less liquid, and because these investments may be subject to increased economic, political, regulatory or other uncertainties.
- **Currency Risk:** Fluctuations in currency exchange rates may negatively affect the value of the Portfolio’s investments or reduce its returns.
- **Capitalization Risk:** Investments in small- and mid-capitalization companies may be more volatile than investments in large-capitalization companies. Investments in small- and mid-capitalization companies may have additional risks because these companies have limited product lines, markets or financial resources.
- **Derivatives Risk:** Derivatives may be difficult to price or unwind and leveraged so that small changes may produce disproportionate losses for the Portfolio. Derivatives, especially over-the-counter derivatives, are also subject to counterparty risk, which is the risk that the counterparty (the party on the other side of the transaction) on a derivative transaction will be unable or unwilling to honor its contractual obligations to the Portfolio.
- **Management Risk:** The Portfolio is subject to management risk because it is an actively-managed investment fund. The Adviser will apply its investment techniques and risk analyses in making investment decisions for the Portfolio, but there is no guarantee that its techniques will produce the intended results. Some of these techniques may incorporate, or rely upon, quantitative models, but there is no guarantee that these models will generate accurate forecasts, reduce risk or otherwise perform as expected.

As with all investments, you may lose money by investing in the Portfolio.

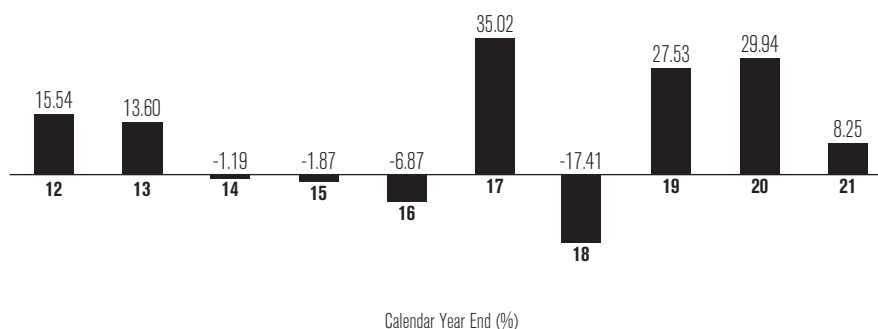
BAR CHART AND PERFORMANCE INFORMATION

The bar chart and performance information provide an indication of the historical risk of an investment in the Portfolio by showing:

- how the Portfolio’s performance changed from year to year over ten years; and
- how the Portfolio’s average annual returns for one, five and ten years compare to those of a broad-based securities market index.

The performance information does not take into account separate account charges. If separate account charges were included, an investor’s return would be lower. The Portfolio’s past performance, of course, does not necessarily indicate how it will perform in the future.

Bar Chart



During the period shown in the bar chart, the Portfolio’s:

Best Quarter was up 23.91%, 2nd quarter, 2020; and Worst Quarter was down -18.99%, 1st quarter, 2020.

Performance Table

Average Annual Total Returns

(For the periods ended December 31, 2021)

	1 Year	5 Years	10 Years
Portfolio	8.25%	14.87%	9.02%
MSCI AC World Index (ex. U.S.) (reflects no deduction for fees, expenses, or taxes except the reinvestment of dividends net of non-U.S. withholding taxes)	7.82%	9.61%	7.28%
MSCI World Index (ex. U.S.)* (reflects no deduction for fees, expenses, or taxes except the reinvestment of dividends net of non-U.S. withholding taxes)	12.62%	9.63%	7.84%

* The information for the MSCI World Index (ex. U.S.) is presented to show how the Portfolio's performance compares with the returns of an index of securities similar to those in which the Portfolio invests.

INVESTMENT ADVISER

AllianceBernstein L.P. is the investment adviser for the Portfolio.

PORTFOLIO MANAGERS

The following table lists the persons responsible for day-to-day management of the Portfolio's portfolio:

Employee	Length of Service	Title
William Johnston	Since May 2022	Senior Vice President of the Adviser
Daniel C. Roarty	Since 2012	Senior Vice President of the Adviser

PURCHASE AND SALE OF PORTFOLIO SHARES

The Portfolio offers its shares through the separate accounts of participating life insurance companies ("Insurers"). You may only purchase and sell shares through these separate accounts. See the prospectus of the separate account of the Insurer for information on the purchase and sale of the Portfolio's shares.

TAX INFORMATION

The Portfolio may pay income dividends or make capital gains distributions. The income and capital gains distributions are expected to be made in shares of the Portfolio. See the prospectus of the separate account of the Insurer for federal income tax information.

PAYMENTS TO INSURERS AND OTHER FINANCIAL INTERMEDIARIES

If you purchase shares of the Portfolio through an Insurer or other financial intermediary, the Portfolio and its related companies may pay the intermediary for the sale of Portfolio shares and related services. These payments may create a conflict of interest by influencing the Insurer or other financial intermediary and your salesperson to recommend the Portfolio over another investment. Ask your salesperson or visit your financial intermediary's website for more information.

Deutsche DWS Variable Series II

DWS Small Mid Cap Value VIP
(Class A Shares)



Summary Prospectus | May 1, 2022

DWS Small Mid Cap Value VIP

Class A

Before you invest, you may want to review the fund’s prospectus, which contains more information about the fund and its risks. You can find the fund’s prospectus, reports to shareholders, Statement of Additional Information and other information about the fund online at dws.com/vipros. You can also get this information at no cost by e-mailing a request to service@dws.com, calling (800) 728-3337 or by contacting your insurance company. The Prospectus and Statement of Additional Information, both dated May 1, 2022, as may be revised or supplemented from time to time, are incorporated by reference into this Summary Prospectus.

INVESTMENT OBJECTIVE

The fund seeks long-term capital appreciation.

FEES AND EXPENSES

This table describes the fees and expenses you may pay if you buy and hold shares of the fund. This information does not reflect fees associated with the separate account that invests in the fund or any variable life insurance policy or variable annuity contract for which the fund is an investment option. These fees will increase expenses.

SHAREHOLDER FEES

(paid directly from your investment) None

ANNUAL FUND OPERATING EXPENSES

(expenses that you pay each year as a % of the value of your investment)

Management fee	0.65
Distribution/service (12b-1) fees	None
Other expenses	0.20
Total annual fund operating expenses	0.85
Fee waiver/expense reimbursement	0.02
Total annual fund operating expenses after fee waiver/expense reimbursement	0.83

The Advisor has contractually agreed through April 30, 2023 to waive its fees and/or reimburse certain operating expenses of the fund to the extent necessary to maintain the fund’s total annual operating expenses (excluding certain expenses such as extraordinary expenses, taxes, brokerage and interest expenses and acquired funds fees and expenses) at a ratio no higher than 0.83% for Class A shares. The agreement may only be terminated with the consent of the fund’s Board.

EXAMPLE

This Example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The Example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods. The

Example also assumes that your investment has a 5% return each year and that the fund’s operating expenses (including one year of capped expenses in each period) remain the same. This example does not reflect any fees or sales charges imposed by a variable contract for which the fund is an investment option. If they were included, your costs would be higher.

Although your actual costs may be higher or lower, based on these assumptions your costs would be:

1 Year	3 Years	5 Years	10 Years
\$85	\$269	\$469	\$1,047

PORTFOLIO TURNOVER

The fund pays transaction costs, such as commissions, when it buys and sells securities (or “turns over” its portfolio). A higher portfolio turnover may indicate higher transaction costs. These costs are not reflected in annual fund operating expenses or in the expense example, and can affect the fund’s performance. During the most recent fiscal year, the fund’s portfolio turnover rate was 32% of the average value of its portfolio.

PRINCIPAL INVESTMENT STRATEGIES

Main investments. Under normal circumstances, the fund invests at least 80% of net assets, plus the amount of any borrowings for investment purposes, in undervalued common stocks of small and mid-size US companies. The fund defines small companies as those that are similar in market value to those in the Russell 2000[®] Value Index. While the market capitalization of the Russell 2000[®] Value Index changes throughout the year, as of February 28, 2022, the market capitalization range of the Russell 2000[®] Value Index was between \$29.26 million and \$11.82 billion. Under normal circumstances, the Russell 2000[®] Value Index is reconstituted annually every June. The fund defines mid-size companies as those that are similar in market value to those in the Russell Midcap[®] Value Index. While the market capitalization range of the Russell Midcap[®] Value Index changes throughout the year, as of

February 28, 2022, the market capitalization range of the Russell Midcap[®] Value Index was between \$607.5 million and \$58.19 billion. Under normal circumstances, the Russell Midcap[®] Value Index is reconstituted annually every June. The fund intends to invest primarily in companies whose market capitalizations fall within the normal range of each index at the time of investment.

While the fund invests mainly in US stocks, it could invest up to 20% of net assets in foreign securities.

The fund's equity investments are mainly common stocks but may also include other types of equities such as preferred or convertible stocks. The fund may also invest in initial public offerings and real estate investment trusts (REITs).

Management process. In choosing stocks, portfolio management uses proprietary quantitative models to identify and acquire holdings for the fund. The quantitative models are research based and identify primarily fundamental factors, including valuation, momentum, profitability, earnings and sales growth, which have been effective sources of return historically. These are dynamic models with different factor weights for different industry groupings. The fund's portfolio is constructed based on this quantitative process that strives to maximize returns while maintaining a risk profile similar to the fund's benchmark index.

Portfolio management may sell a security when its quantitative model indicates that other investments are more attractive, when the company no longer meets performance or risk expectations, or to maintain portfolio characteristics similar to the fund's benchmark.

All investment decisions are made within risk parameters set by portfolio management. The factors considered and models used by portfolio management may be adjusted from time to time and may favor different types of securities from different industries and companies at different times.

Portfolio management may also consider financially material environmental, social and governance (ESG) factors.

Securities lending. The fund may lend securities (up to one-third of total assets) to approved institutions, such as registered broker-dealers, banks and pooled investment vehicles.

MAIN RISKS

There are several risk factors that could hurt the fund's performance, cause you to lose money or cause the fund's performance to trail that of other investments. The fund may not achieve its investment objective, and is not intended to be a complete investment program. An investment in the fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency.

Stock market risk. When stock prices fall, you should expect the value of your investment to fall as well. Stock prices can be hurt by poor management on the part of the stock's issuer, shrinking product demand and other business risks. These may affect single companies as well as groups of companies. The market as a whole may not favor the types of investments the fund makes, which could adversely affect a stock's price, regardless of how well the company performs, or the fund's ability to sell a stock at an attractive price. There is a chance that stock prices overall will decline because stock markets tend to move in cycles, with periods of rising and falling prices. Events in the US and global financial markets, including actions taken by the US Federal Reserve or foreign central banks to stimulate or stabilize economic growth, may at times result in unusually high market volatility which could negatively affect performance. High market volatility may also result from significant shifts in momentum of one or more specific stocks due to unusual increases or decreases in trading activity. Momentum can change quickly, and securities subject to shifts in momentum may be more volatile than the market as a whole and returns on such securities may drop precipitously. To the extent that the fund invests in a particular geographic region, capitalization or sector, the fund's performance may be affected by the general performance of that region, capitalization or sector.

Market disruption risk. Geopolitical and other events, including war, terrorism, economic uncertainty, trade disputes, public health crises and related geopolitical events have led, and in the future may lead, to disruptions in the US and world economies and markets, which may increase financial market volatility and have significant adverse direct or indirect effects on the fund and its investments. Market disruptions could cause the fund to lose money, experience significant redemptions, and encounter operational difficulties. Although multiple asset classes may be affected by a market disruption, the duration and effects may not be the same for all types of assets.

Russia's recent military incursions in Ukraine have led to, and may lead to additional sanctions being levied by the United States, European Union and other countries against Russia. Russia's military incursion and the resulting sanctions could adversely affect global energy and financial markets and thus could affect the value of the fund's investments, even beyond any direct exposure the fund may have to Russian issuers or the adjoining geographic regions. The extent and duration of the military action, sanctions and resulting market disruptions are impossible to predict, but could be substantial.

Other market disruption events include the pandemic spread of the novel coronavirus known as COVID-19, and the significant uncertainty, market volatility, decreased economic and other activity, increased government activity, including economic stimulus measures, and supply chain disruptions that it has caused. The full effects,

duration and costs of the COVID-19 pandemic are impossible to predict, and the circumstances surrounding the COVID-19 pandemic will continue to evolve including the risk of future increased rates of infection due to significant portions of the population remaining unvaccinated and/or the lack of effectiveness of current vaccines against new variants. The pandemic has affected and may continue to affect certain countries, industries, economic sectors, companies and investment products more than others, may exacerbate existing economic, political, or social tensions and may increase the probability of an economic recession or depression. The fund and its investments may be adversely affected by the effects of the COVID-19 pandemic, and the pandemic may result in the fund and its service providers experiencing operational difficulties in coordinating a remote workforce and implementing their business continuity plans, among others.

Market disruptions, such as those caused by Russian military action and the COVID 19 pandemic, may magnify the impact of each of the other risks described in this "MAIN RISKS" section and may increase volatility in one or more markets in which the fund invests leading to the potential for greater losses for the fund.

Small company risk. Small company stocks tend to be more volatile than medium-sized or large company stocks. Because stock analysts are less likely to follow small companies, less information about them is available to investors. Industry-wide reversals may have a greater impact on small companies, since they may lack the financial resources of larger companies. Small company stocks are typically less liquid than large company stocks.

Medium-sized company risk. Medium-sized company stocks tend to be more volatile than large company stocks. Because stock analysts are less likely to follow medium-sized companies, less information about them is available to investors. Industry-wide reversals may have a greater impact on medium-sized companies, since they lack the financial resources of larger companies. Medium-sized company stocks are typically less liquid than large company stocks.

Value investing risk. As a category, value stocks may underperform growth stocks (and the stock market as a whole) over any period of time. In addition, value stocks selected for investment by portfolio management may not perform as anticipated.

Security selection risk. The securities in the fund's portfolio may decline in value. Portfolio management could be wrong in its analysis of industries, companies, economic trends, ESG factors, the relative attractiveness of different securities or other matters.

Quantitative model risk. The fund's strategy relies heavily on quantitative models and the analysis of specific metrics to construct the fund's portfolio. The impact of these metrics on a stock's performance can be difficult to predict, and stocks that previously possessed certain desirable

quantitative characteristics may not continue to demonstrate those same characteristics in the future. In addition, relying on quantitative models entails the risk that the models themselves may be limited or incorrect, that the data on which the models rely may be incorrect or incomplete, and that the Advisor may not be successful in selecting companies for investment or determining the weighting of particular stocks in the fund's portfolio. Any of these factors could cause the fund to underperform funds with similar strategies that do not select stocks based on quantitative analysis.

Focus risk. To the extent that the fund focuses its investments in particular industries, asset classes or sectors of the economy, any market price movements, regulatory or technological changes, or economic conditions affecting companies in those industries, asset classes or sectors may have a significant impact on the fund's performance.

Foreign investment risk. The fund faces the risks inherent in foreign investing. Adverse political, economic or social developments, as well as US and foreign government actions such as the imposition of tariffs, economic and trade sanctions or embargoes, could undermine the value of the fund's investments, prevent the fund from realizing the full value of its investments or prevent the fund from selling securities it holds. In June 2016, citizens of the United Kingdom approved a referendum to leave the European Union (EU) and in March 2017, the United Kingdom initiated the formal process of withdrawing from the EU. On January 31, 2020, the United Kingdom officially withdrew from the EU pursuant to a withdrawal agreement, providing for a transition period in which the United Kingdom negotiated and finalized a trade deal with the EU, the EU-UK Trade and Cooperation Agreement (the Trade Agreement). As a result, as of January 1, 2021 the United Kingdom is no longer part of the EU customs union and single market, nor is it subject to EU policies and international agreements. Among other things, the Trade Agreement provides for zero tariffs and zero quotas on all goods that comply with appropriate rules of origin and establishes the treatment and level of access the United Kingdom and EU have agreed to grant each other's service suppliers and investors. In addition to trade in goods and services and investment, the Trade Agreement also covers digital trade, intellectual property, public procurement, aviation and road transport, energy, fisheries, social security coordination, law enforcement and judicial cooperation in criminal matters, thematic cooperation and participation in EU programs. Even with the Trade Agreement in place, the United Kingdom's withdrawal from the EU may create new barriers to trade in goods and services and to cross-border mobility and exchanges, including with respect to trade in financial services which is not comprehensively addressed in the Trade Agreement and remains subject to negotiation between the United Kingdom and the EU. The long-term impact of the United Kingdom's withdrawal from the EU is still unknown and could have adverse economic

and political effects on the United Kingdom, the EU and its member countries, and the global economy, including financial markets and asset valuations.

Financial reporting standards for companies based in foreign markets differ from those in the US. Additionally, foreign securities markets generally are smaller and less liquid than US markets. To the extent that the fund invests in non-US dollar denominated foreign securities, changes in currency exchange rates may affect the US dollar value of foreign securities or the income or gain received on these securities. In addition, because non-US markets may be open on days when the fund does not price its shares, the value of the securities in the fund's portfolio may change on days when shareholders will not be able to purchase or sell the fund's shares.

Real estate securities risk. The value of real estate securities in general, and REITs in particular, are subject to the same risks as direct investments and will depend on the value of the underlying properties or the underlying loans or interest. The value of these securities will rise and fall in response to many factors, including economic conditions, the demand for rental property and interest rates. In particular, the value of these securities may decline when interest rates rise and will also be affected by the real estate market and by the management of the underlying properties. Real estate companies may be adversely affected by the recent pandemic spread of the novel coronavirus known as COVID-19, which has led to decreased economic activity, widespread business and other closures and rapid increases in unemployment that may cause increased defaults on rent, loans or other obligations and increase the probability of an economic recession or depression. Highly leveraged real estate companies are particularly vulnerable to the effects of an economic downturn (including an economic downturn caused by the COVID-19 pandemic). REITs may be more volatile and/or more illiquid than other types of equity securities.

Pricing risk. If market conditions make it difficult to value some investments, the fund may value these investments using more subjective methods, such as fair value pricing. In such cases, the value determined for an investment could be different from the value realized upon such investment's sale. As a result, you could pay more than the market value when buying fund shares or receive less than the market value when selling fund shares.

Securities lending risk. Securities lending involves the risk that the fund may lose money because the borrower of the loaned securities fails to return the securities in a timely manner or at all. The fund could also lose money in the event of a decline in the value of the collateral provided for the loaned securities, or a decline in the value of any investments made with cash collateral or even a loss of rights in the collateral should the borrower of the securities fail financially while holding the securities.

Counterparty risk. A financial institution or other counterparty with whom the fund does business, or that underwrites, distributes or guarantees any investments or contracts that the fund owns or is otherwise exposed to, may decline in financial health and become unable to honor its commitments. This could cause losses for the fund or could delay the return or delivery of collateral or other assets to the fund.

Liquidity risk. In certain situations, it may be difficult or impossible to sell an investment and/or the fund may sell certain investments at a price or time that is not advantageous in order to meet redemption requests or other cash needs. Unusual market conditions, such as an unusually high volume of redemptions or other similar conditions could increase liquidity risk for the fund.

IPO risk. Prices of securities bought in an initial public offering (IPO) may rise and fall rapidly, often because of investor perceptions rather than economic reasons. To the extent a mutual fund is small in size, its IPO investments may have a significant impact on its performance since they may represent a larger proportion of the fund's overall portfolio as compared to the portfolio of a larger fund.

Operational and technology risk. Cyber-attacks, disruptions or failures that affect the fund's service providers or counterparties, issuers of securities held by the fund, or other market participants may adversely affect the fund and its shareholders, including by causing losses for the fund or impairing fund operations. For example, the fund's or its service providers' assets or sensitive or confidential information may be misappropriated, data may be corrupted and operations may be disrupted (e.g., cyber-attacks, operational failures or broader disruptions may cause the release of private shareholder information or confidential fund information, interfere with the processing of shareholder transactions, impact the ability to calculate the fund's net asset value and impede trading). Market events and disruptions also may trigger a volume of transactions that overloads current information technology and communication systems and processes, impacting the ability to conduct the fund's operations.

While the fund and its service providers may establish business continuity and other plans and processes that seek to address the possibility of and fallout from cyber-attacks, disruptions or failures, there are inherent limitations in such plans and systems, including that they do not apply to third parties, such as fund counterparties, issuers of securities held by the fund or other market participants, as well as the possibility that certain risks have not been identified or that unknown threats may emerge in the future and there is no assurance that such plans and processes will be effective. Among other situations, disruptions (for example, pandemics or health crises) that cause prolonged periods of remote work or significant employee absences at the fund's service providers could impact the ability to conduct the fund's operations. In addition, the fund cannot directly control any

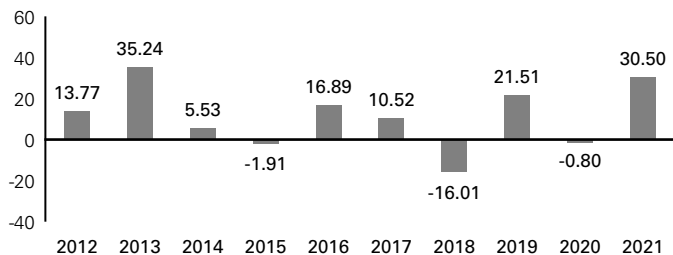
cybersecurity plans and systems put in place by its service providers, fund counterparties, issuers of securities held by the fund or other market participants.

PAST PERFORMANCE

How a fund's returns vary from year to year can give an idea of its risk; so can comparing fund performance to overall market performance (as measured by an appropriate market index). Past performance may not indicate future results. All performance figures below assume that dividends and distributions were reinvested. For more recent performance figures, go to dws.com (the Web site does not form a part of this prospectus) or call the telephone number included in this prospectus. This information does not reflect fees associated with the separate account that invests in the fund or any variable life insurance policy or variable annuity contract for which the fund is an investment option. These fees will reduce returns.

Prior to September 3, 2013, the fund had a subadvisor and a different investment management team that operated with a different investment strategy. Performance would have been different if the fund's current investment strategy had been in effect.

CALENDAR YEAR TOTAL RETURNS (%) (CLASS A)



	Returns	Period ending
Best Quarter	25.65%	December 31, 2020
Worst Quarter	-34.19%	March 31, 2020
Year-to-Date	-3.88%	March 31, 2022

AVERAGE ANNUAL TOTAL RETURNS

(For periods ended 12/31/2021 expressed as a %)

	Class Inception	1 Year	5 Years	10 Years
Class A before tax	5/1/1996	30.50	7.87	10.52
Russell 2500 Value Index (reflects no deduction for fees, expenses or taxes)		27.78	9.88	12.43

MANAGEMENT

Investment Advisor

DWS Investment Management Americas, Inc.

Portfolio Manager(s)

Pankaj Bhatnagar, PhD, Head of Investment Strategy Equity. Portfolio Manager of the fund. Began managing the fund in 2019.

Arno V. Puskar, Senior Portfolio Manager Equity. Portfolio Manager of the fund. Began managing the fund in 2019.

PURCHASE AND SALE OF FUND SHARES

The fund is intended for use in a variable insurance product. You should contact the sponsoring insurance company for information on how to purchase and sell shares of the fund.

TAX INFORMATION

The fund normally distributes its net investment income and realized capital gains, if any, to its shareholders, the separate accounts of participating insurance companies. These distributions may not be taxable to the holders of variable annuity contracts and variable life insurance policies. For information concerning the federal income tax consequences for the holders of such contracts or policies, holders should consult the prospectus used in connection with the issuance of their particular contracts or policies.

PAYMENTS TO FINANCIAL INTERMEDIARIES

If you purchase shares of the fund through selected affiliated and unaffiliated brokers, dealers, participating insurance companies or other financial intermediaries, the fund, the Advisor, and/or the Advisor's affiliates, may pay the financial intermediary for the sale of fund shares and related services. These payments may create a conflict of interest by influencing the financial intermediary and your salesperson to recommend the fund over another investment. Ask your salesperson or visit your insurance company's Web site for more information.

(This page intentionally left blank.)

Lazard Retirement Series, Inc.

Lazard Retirement Emerging Markets Equity Portfolio
(Service Shares)

Lazard Retirement Series Summary Prospectus

April 29, 2022

Before you invest, you may want to review the Portfolio's Prospectus, which contains more information about the Portfolio and its risks. The Portfolio's Prospectus and Statement of Additional Information ("SAI"), both dated April 29, 2022 (as revised or supplemented), are incorporated by reference into this Summary Prospectus. You can find the Portfolio's Prospectus, SAI and other information about the Portfolio online at https://www.lazardassetmanagement.com/us/en_us/funds/list/mutual-funds/42. You can also get this information at no cost by calling (800) 823-6300 or by sending an e-mail request to Contact.US@Lazard.com.

Lazard Retirement Emerging Markets Equity Portfolio

Investment Objective

The Portfolio seeks long-term capital appreciation.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy, hold and sell shares of the Portfolio, a series of Lazard Retirement Series, Inc., but does not reflect the fees or charges imposed by the separate accounts of certain insurance companies (the "Participating Insurance Companies") under variable annuity contracts or variable life insurance policies (the "Policies" and each, a "Policy"). If such fees and charges were reflected, the figures in the table would be higher.

	Service Shares	Investor Shares
Annual Portfolio Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)		
Management Fees	1.00%	1.00%
Distribution and Service (12b-1) Fees	.25%	None
Other Expenses	.13%	.14%
Total Annual Portfolio Operating Expenses	1.38%	1.14%

Example

This Example is intended to help you compare the cost of investing in the Portfolio with the cost of investing in other mutual funds.

The Example assumes that you invest \$10,000 in the Portfolio for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the Portfolio's operating expenses remain the same. The Example does not reflect fees and expenses imposed by the Participating Insurance Companies under the Policies; if they were reflected, the figures in the Example would be higher. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 year	3 years	5 years	10 years
Service Shares	\$ 140	\$ 437	\$ 755	\$ 1,657
Investor Shares	\$ 116	\$ 362	\$ 628	\$ 1,386

Portfolio Turnover

The Portfolio pays transaction costs, such as commissions, when it buys and sells securities (or “turns over” its portfolio). A higher portfolio turnover rate may indicate higher transaction costs. These costs, which are not reflected in annual portfolio operating expenses or in the Example, affect the Portfolio’s performance. During the most recent fiscal year, the Portfolio’s portfolio turnover rate was 35% of the average value of its portfolio.

Principal Investment Strategies

The Portfolio invests primarily in equity securities, principally common stocks, of non-US companies whose principal activities are located in emerging market countries and that Lazard Asset Management LLC (the “Investment Manager”) believes are undervalued based on their earnings, cash flow or asset values.

Emerging market countries include all countries represented by the MSCI Emerging Markets Index, which currently includes: Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Kuwait, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Saudi Arabia, South Africa, Taiwan, Thailand, Turkey and United Arab Emirates.

Under normal circumstances, the Portfolio invests at least 80% of its assets in equity securities of companies whose principal business activities are located in emerging market countries. In addition to common stocks, such equity securities also may include American Depositary Receipts (“ADRs”), Global Depositary Receipts and European Depositary Receipts. In addition, implementation of the Portfolio’s investment strategy may, during certain periods, result in the investment of a significant portion of the Portfolio’s assets in a particular market sector.

Principal Investment Risks

The value of your investment in the Portfolio will fluctuate, which means you could lose money.

Market Risk. The Portfolio may incur losses due to declines in one or more markets in which it invests. These declines may be the result of, among other things, political, regulatory, market, economic or social developments affecting the relevant market(s). To the extent that such developments impact specific industries, market sectors, countries or geographic regions, the Portfolio’s investments in such industries, market sectors, countries and/or geographic regions can be expected to be particularly affected, especially if such investments are a significant portion of its investment portfolio. In addition, turbulence in financial markets and reduced liquidity in equity, credit and/or fixed income markets may negatively affect many issuers, which could adversely affect the Portfolio. Global economies and financial markets are increasingly interconnected, and conditions and events in one country, region or financial market may adversely impact issuers worldwide. As a result, local, regional or global events such as war, acts of terrorism, the spread of infectious illness or other public health issues, recessions or other events could have a significant negative impact on global economic and market conditions. The coronavirus disease 2019 (COVID-19) global pandemic and the aggressive responses taken by many governments or voluntarily imposed by private parties, including closing borders, restricting travel and imposing prolonged quarantines or similar restrictions, as well as the closure of, or operational changes to, many retail and other businesses, has had negative impacts, and in many cases severe negative impacts, on markets worldwide. It is not known how long the effects of such impacts, or any future impacts of other significant events described above, will or would last, but there could be a prolonged period of global economic slowdown, which may be expected to impact the Portfolio and its investments.

Issuer Risk. The value of a security may decline for a number of reasons which directly relate to the issuer, such as management performance, financial leverage and reduced demand for the issuer’s goods or services, as well as the historical and prospective earnings of the issuer and the value of its assets or factors unrelated to the issuer’s value, such as investor perception.

Non-US Securities Risk. The Portfolio's performance will be influenced by political, social and economic factors affecting the non-US countries and companies in which the Portfolio invests. Non-US securities carry special risks, such as less developed or less efficient trading markets, political instability, a lack of company information, differing auditing and legal standards, and, potentially, less liquidity.

Emerging Market Risk. Emerging market countries generally have economic structures that are less diverse and mature, and political systems that are less stable, than those of developed countries. The economies of countries with emerging markets may be based predominantly on only a few industries, may be highly vulnerable to changes in local or global trade conditions, and may suffer from extreme debt burdens or volatile inflation rates. The securities markets of emerging market countries have historically been extremely volatile and less liquid than more developed markets. These market conditions may continue or worsen. Investments in these countries may be subject to political, economic, legal, market and currency risks. Significant devaluation of emerging market currencies against the US dollar may occur subsequent to acquisition of investments denominated in emerging market currencies.

Foreign Currency Risk. Investments denominated in currencies other than US dollars may experience a decline in value, in US dollar terms, due solely to fluctuations in currency exchange rates. The Portfolio's investments denominated in such currencies (particularly currencies of emerging markets countries), as well as any investments in currencies themselves, could be adversely affected by delays in, or a refusal to grant, repatriation of funds or conversion of currencies. Irrespective of any foreign currency exposure hedging, the Portfolio may experience a decline in the value of its portfolio securities, in US dollar terms, due solely to fluctuations in currency exchange rates. The Investment Manager does not intend to actively hedge the Portfolio's foreign currency exposure.

Depository Receipts Risk. ADRs and similar depository receipts typically will be subject to certain of the risks associated with direct investments in the securities of non-US companies, because their values depend on the performance of the underlying non-US securities. However, currency fluctuations will impact investments in depository receipts differently than direct investments in non-US dollar-denominated non-US securities, because a depository receipt will not appreciate in value solely as a result of appreciation in the currency in which the underlying non-US dollar security is denominated.

Large Cap Companies Risk. Investments in large cap companies may underperform other segments of the market when such other segments are in favor or because such companies may be less responsive to competitive challenges and opportunities and may be unable to attain high growth rates during periods of economic expansion.

Small and Mid Cap Companies Risk. Small and mid cap companies carry additional risks because their earnings tend to be less predictable, their share prices more volatile and their securities less liquid than larger, more established companies. The shares of small and mid cap companies tend to trade less frequently than those of larger companies, which can have an adverse effect on the pricing of these securities and on the ability to sell these securities when the Investment Manager deems it appropriate.

Value Investing Risk. Value investments are believed by the Investment Manager to be undervalued, but may not realize their perceived value for extended periods of time or may never realize their perceived value. These securities may respond differently to market and other developments than other types of securities.

Sector Risk. Implementation of the Portfolio's investment strategy may, during certain periods, result in the investment of a significant portion of the Portfolio's assets in a particular market sector, such as companies in the financials sector, and the Portfolio would be expected to be affected by developments in that sector. Companies in the financials sector can be significantly affected by, among other things: government regulation; changes in interest rates and/or monetary policy and general economic conditions; the availability and cost of capital; capital

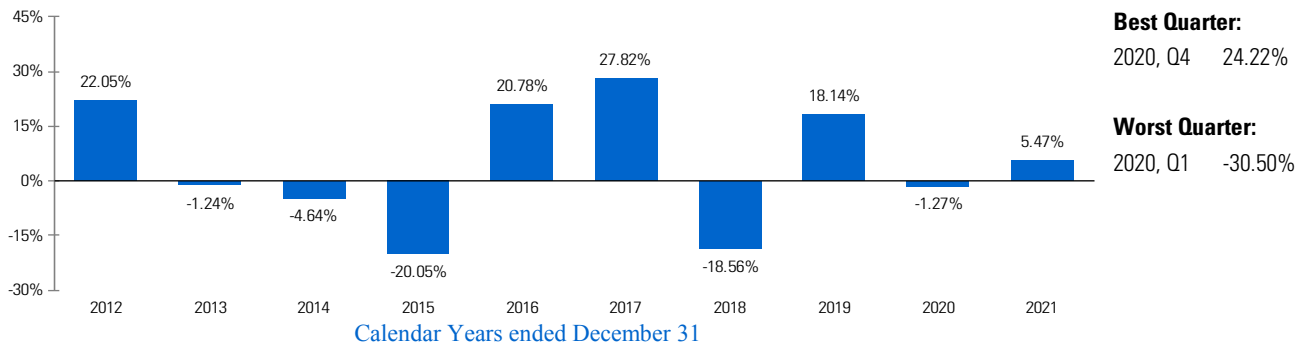
requirements; decreased liquidity in credit markets; and the rate of defaults on corporate, consumer and government debt.

Securities Selection Risk. Securities and other investments selected by the Investment Manager for the Portfolio may not perform to expectations. This could result in the Portfolio’s underperformance compared to other funds with similar investment objectives or strategies.

Performance Bar Chart and Table
Year-by-Year Total Returns for Service Shares

As of 12/31

The accompanying bar chart and table provide some indication of the risks of investing in Lazard Retirement Emerging Markets Equity Portfolio by showing the Portfolio’s year-by-year performance and its average annual performance compared to that of a broad measure of market performance. The bar chart shows how the performance of the Portfolio’s Service Shares has varied from year to year over the past 10 calendar years. Performance information does not reflect the fees or charges imposed by the Participating Insurance Companies under the Policies, and such fees will have the effect of reducing performance. Updated performance information is available at www.lazardassetmanagement.com or by calling (800) 823-6300. The Portfolio’s past performance is not necessarily an indication of how the Portfolio will perform in the future.



Average Annual Total Returns

(for the periods ended December 31, 2021)

	Inception Date	1 Year	5 Years	10 Years	Life of Portfolio
Service Shares	11/04/1997	5.47%	5.07%	3.58%	6.48%
Investor Shares	05/01/2006	5.80%	5.34%	3.84%	4.21%
MSCI Emerging Markets Index (reflects no deduction for fees, expenses or taxes)		-2.54%	9.87%	5.49%	6.81% (Service) 4.78% (Investor)

Management

Investment Manager

Lazard Asset Management LLC

Portfolio Managers/Analysts

James M. Donald, portfolio manager/analyst on the Investment Manager's Emerging Markets Equity team and Head of the Emerging Markets Group, has been with the Portfolio since November 2001.

Rohit Chopra, portfolio manager/analyst on the Investment Manager's Emerging Markets Equity team, has been with the Portfolio since May 2007.

Monika Shrestha, portfolio manager/analyst on the Investment Manager's Emerging Markets Equity team, has been with the Portfolio since December 2014.

Ganesh Ramachandran, portfolio manager/analyst on the Investment Manager's Emerging Income and Emerging Markets Equity teams, has been with the Portfolio since July 2020.

John R. Reinsberg, portfolio manager/analyst on various of the Investment Manager's Global Equity and International Equity teams, has been with the Portfolio since November 1997.

Purchase and Sale of Portfolio Shares

Portfolio shares are currently offered only to Participating Insurance Companies. Portfolio shares may be sold each business day by the separate accounts of the Participating Insurance Companies.

Tax Information

Owners of the Policies offered by the separate accounts of Participating Insurance Companies should consult the prospectuses or other disclosure documents of the separate accounts regarding the federal tax consequences of investing in a Portfolio through a separate account.

Financial Intermediary Compensation

Payments to Participating Insurance Companies and Financial Intermediaries

The Portfolios and the Investment Manager and its affiliates may pay Participating Insurance Companies, or their affiliates, for the sale of Portfolio shares and related services. Participating Insurance Companies, or their affiliates, may pay broker-dealers or other financial intermediaries that sell Policies for the sale of shares of a Portfolio and related services. When received by a Participating Insurance Company, such payments may be a factor that the Participating Insurance Company considers in including a Portfolio as an investment option in its Policies. The prospectus or other disclosure document for the Policies may contain additional information about these payments. When received by a financial intermediary, such payments may create a conflict of interest by influencing the financial intermediary and salespersons to recommend a Portfolio over other mutual funds available as investment options under a Policy. Ask the salesperson or visit the financial intermediary's website for more information.

(This page intentionally left blank.)

Lazard Retirement Series, Inc.

Lazard Retirement International Equity Portfolio
(Service Shares)

Lazard Retirement Series Summary Prospectus

April 29, 2022

Before you invest, you may want to review the Portfolio's Prospectus, which contains more information about the Portfolio and its risks. The Portfolio's Prospectus and Statement of Additional Information ("SAI"), both dated April 29, 2022 (as revised or supplemented), are incorporated by reference into this Summary Prospectus. You can find the Portfolio's Prospectus, SAI and other information about the Portfolio online at https://www.lazardassetmanagement.com/us/en_us/funds/list/mutual-funds/42. You can also get this information at no cost by calling (800) 823-6300 or by sending an e-mail request to Contact.US@Lazard.com.

Lazard Retirement International Equity Portfolio

Investment Objective

The Portfolio seeks long-term capital appreciation.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy, hold and sell shares of the Portfolio, a series of Lazard Retirement Series, Inc. (the "Fund"), but does not reflect the fees or charges imposed by the separate accounts of certain insurance companies (the "Participating Insurance Companies") under variable annuity contracts or variable life insurance policies (the "Policies" and each, a "Policy"). If such fees and charges were reflected, the figures in the table would be higher.

	Service Shares	Investor Shares
Annual Portfolio Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)		
Management Fees	.75%	.75%
Distribution and Service (12b-1) Fees	.25%	None
Other Expenses	.18%	.18% ¹
Total Annual Portfolio Operating Expenses	1.18%	.93%
Fee Waiver and/or Expense Reimbursement ²	.08%	.08%
Total Annual Portfolio Operating Expenses After Fee Waiver and/or Expense Reimbursement	1.10%	.85%

¹ Based on estimated amounts for the current fiscal year, using the amounts for Service Shares from the last fiscal year.

² Reflects a contractual agreement by Lazard Asset Management LLC (the "Investment Manager") to waive its fee and, if necessary, reimburse the Portfolio until April 29, 2023, to the extent Total Annual Portfolio Operating Expenses exceed 1.10% and .85% of the average daily net assets of the Portfolio's Service Shares and Investor Shares, respectively, exclusive of taxes, brokerage, interest on borrowings, fees and expenses of "Acquired Funds," fees and expenses related to filing foreign tax reclaims and extraordinary expenses. This expense limitation agreement can only be amended by agreement of the Fund, upon approval by the Fund's Board of Directors, and the Investment Manager to lower the net amount shown and will terminate automatically in the event of termination of the Management Agreement between the Investment Manager and the Fund, on behalf of the Portfolio.

Example

This Example is intended to help you compare the cost of investing in the Portfolio with the cost of investing in other mutual funds.

The Example assumes that you invest \$10,000 in the Portfolio for the time periods indicated and then hold or redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the Portfolio's operating expenses remain the same, giving effect to the expense limitation agreement in year one only. The Example does not reflect fees and expenses imposed by the Participating Insurance Companies under the Policies; if they were reflected, the figures in the Example would be higher. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 year	3 years	5 years	10 years
Service Shares	\$ 112	\$ 367	\$ 641	\$ 1,425
Investor Shares	\$ 87	\$ 288	\$ 507	\$ 1,136

Portfolio Turnover

The Portfolio pays transaction costs, such as commissions, when it buys and sells securities (or “turns over” its portfolio). A higher portfolio turnover rate may indicate higher transaction costs. These costs, which are not reflected in annual portfolio operating expenses or in the Example, affect the Portfolio’s performance. During the most recent fiscal year, the Portfolio’s portfolio turnover rate was 37% of the average value of its portfolio.

Principal Investment Strategies

The Portfolio invests primarily in equity securities, principally common stocks, of relatively large non-US companies with market capitalizations in the range of companies included in the MSCI® Europe, Australasia and Far East (“EAFE®”) Index (ranging from approximately \$1.2 billion to \$367.7 billion as of March 31, 2022) that the Investment Manager believes are undervalued based on their earnings, cash flow or asset values.

In choosing stocks for the Portfolio, the Investment Manager looks for established companies in economically developed countries and may invest up to 15% of the Portfolio’s assets in securities of companies whose principal business activities are located in emerging market countries. Under normal circumstances, the Portfolio invests at least 80% of its assets in equity securities.

Principal Investment Risks

The value of your investment in the Portfolio will fluctuate, which means you could lose money.

Market Risk. The Portfolio may incur losses due to declines in one or more markets in which it invests. These declines may be the result of, among other things, political, regulatory, market, economic or social developments affecting the relevant market(s). To the extent that such developments impact specific industries, market sectors, countries or geographic regions, the Portfolio’s investments in such industries, market sectors, countries and/or geographic regions can be expected to be particularly affected, especially if such investments are a significant portion of its investment portfolio. In addition, turbulence in financial markets and reduced liquidity in equity, credit and/or fixed income markets may negatively affect many issuers, which could adversely affect the Portfolio. Global economies and financial markets are increasingly interconnected, and conditions and events in one country, region or financial market may adversely impact issuers worldwide. As a result, local, regional or global events such as war, acts of terrorism, the spread of infectious illness or other public health issues, recessions or other events could have a significant negative impact on global economic and market conditions. The coronavirus disease 2019 (COVID-19) global pandemic and the aggressive responses taken by many governments or voluntarily imposed by private parties, including closing borders, restricting travel and imposing prolonged quarantines or similar restrictions, as well as the closure of, or operational changes to, many retail and other businesses, has had negative impacts, and in many cases severe negative impacts, on markets worldwide. It is not known how long the effects of such impacts, or any future impacts of other significant events described above, will or would last, but there could be a prolonged period of global economic slowdown, which may be expected to impact the Portfolio and its investments.

Issuer Risk. The value of a security may decline for a number of reasons which directly relate to the issuer, such as management performance, financial leverage and reduced demand for the issuer’s goods or services, as well as the historical and prospective earnings of the issuer and the value of its assets or factors unrelated to the issuer’s value, such as investor perception.

Non-US Securities Risk. The Portfolio's performance will be influenced by political, social and economic factors affecting the non-US countries and companies in which the Portfolio invests. Non-US securities carry special risks, such as less developed or less efficient trading markets, political instability, a lack of company information, differing auditing and legal standards, and, potentially, less liquidity.

Emerging Market Risk. Emerging market countries generally have economic structures that are less diverse and mature, and political systems that are less stable, than those of developed countries. The economies of countries with emerging markets may be based predominantly on only a few industries, may be highly vulnerable to changes in local or global trade conditions, and may suffer from extreme debt burdens or volatile inflation rates. The securities markets of emerging market countries have historically been extremely volatile and less liquid than more developed markets. These market conditions may continue or worsen. Investments in these countries may be subject to political, economic, legal, market and currency risks. Significant devaluation of emerging market currencies against the US dollar may occur subsequent to acquisition of investments denominated in emerging market currencies.

Foreign Currency Risk. Investments denominated in currencies other than US dollars may experience a decline in value, in US dollar terms, due solely to fluctuations in currency exchange rates. The Portfolio's investments denominated in such currencies (particularly currencies of emerging markets countries), as well as any investments in currencies themselves, could be adversely affected by delays in, or a refusal to grant, repatriation of funds or conversion of currencies. Irrespective of any foreign currency exposure hedging, the Portfolio may experience a decline in the value of its portfolio securities, in US dollar terms, due solely to fluctuations in currency exchange rates. The Investment Manager does not intend to actively hedge the Portfolio's foreign currency exposure.

Value Investing Risk. Value investments are believed by the Investment Manager to be undervalued, but may not realize their perceived value for extended periods of time or may never realize their perceived value. These securities may respond differently to market and other developments than other types of securities.

Large Cap Companies Risk. Investments in large cap companies may underperform other segments of the market when such other segments are in favor or because such companies may be less responsive to competitive challenges and opportunities and may be unable to attain high growth rates during periods of economic expansion.

Small and Mid Cap Companies Risk. Small and mid cap companies carry additional risks because their earnings tend to be less predictable, their share prices more volatile and their securities less liquid than larger, more established companies. The shares of small and mid cap companies tend to trade less frequently than those of larger companies, which can have an adverse effect on the pricing of these securities and on the ability to sell these securities when the Investment Manager deems it appropriate.

Securities Selection Risk. Securities and other investments selected by the Investment Manager for the Portfolio may not perform to expectations. This could result in the Portfolio's underperformance compared to other funds with similar investment objectives or strategies.

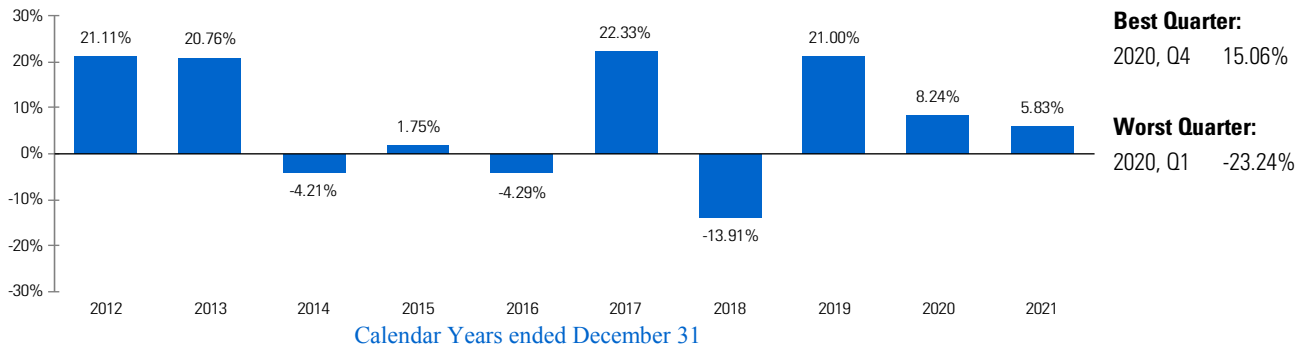
Performance Bar Chart and Table Year-by-Year Total Returns for Service Shares

As of 12/31

The accompanying bar chart and table provide some indication of the risks of investing in Lazard Retirement International Equity Portfolio by showing the Portfolio's year-by-year performance and its average annual performance compared to that of a broad measure of market performance. The bar chart shows how the performance of the Portfolio's Service Shares has varied from year to year over the past 10 calendar years. Performance information does not reflect the fees or charges imposed by the Participating Insurance Companies

under the Policies, and such fees will have the effect of reducing performance. Updated performance information is available at www.lazardassetmanagement.com or by calling (800) 823-6300. The Portfolio's past performance is not necessarily an indication of how the Portfolio will perform in the future.

As a new share Class, past performance information is not available for Investor Shares as of the date of this Prospectus. Investor Shares would have had annual returns substantially similar to those of Service Shares because the shares are invested in the same portfolio of securities, and the annual returns would differ only to the extent of the different expense ratios of the Classes.



Average Annual Total Returns

(for the periods ended December 31, 2021)

	Inception Date	1 Year	5 Years	10 Years	Life of Portfolio
Service Shares	09/01/1998	5.83%	7.86%	7.13%	4.51%
MSCI EAFE Index (reflects no deduction for fees, expenses or taxes)		11.26%	9.55%	8.03%	5.41%

Management

Investment Manager

Lazard Asset Management LLC

Portfolio Managers/Analysts

Michael G. Fry, portfolio manager/analyst on various of the Investment Manager's International Equity teams, has been with the Portfolio since November 2005.

Michael A. Bennett, portfolio manager/analyst on various of the Investment Manager's International Equity teams, has been with the Portfolio since May 2003.

Kevin J. Matthews, portfolio manager/analyst on various of the Investment Manager's International Equity teams, has been with the Portfolio since May 2013.

Michael Powers, portfolio manager/analyst on various of the Investment Manager's International Equity teams, has been with the Portfolio since May 2003.

Giles Edwards, portfolio manager/analyst on various of the Investment Manager's International teams, has been with the Portfolio since May 2019.

Paul Selvey-Clinton, portfolio manager/analyst on the Investment Manager's European Equity, International Equity and International Equity Select teams, has been with the Portfolio since February 2022.

John R. Reinsberg, portfolio manager/analyst on various of the Investment Manager's Global Equity and International Equity teams, has been with the Portfolio since September 1998.

Purchase and Sale of Portfolio Shares

Portfolio shares are currently offered only to Participating Insurance Companies. Portfolio shares may be sold each business day by the separate accounts of the Participating Insurance Companies.

Tax Information

Owners of the Policies offered by the separate accounts of Participating Insurance Companies should consult the prospectuses or other disclosure documents of the separate accounts regarding the federal tax consequences of investing in a Portfolio through a separate account.

Financial Intermediary Compensation

Payments to Participating Insurance Companies and Financial Intermediaries

The Portfolios and the Investment Manager and its affiliates may pay Participating Insurance Companies, or their affiliates, for the sale of Portfolio shares and related services. Participating Insurance Companies, or their affiliates, may pay broker-dealers or other financial intermediaries that sell Policies for the sale of shares of a Portfolio and related services. When received by a Participating Insurance Company, such payments may be a factor that the Participating Insurance Company considers in including a Portfolio as an investment option in its Policies. The prospectus or other disclosure document for the Policies may contain additional information about these payments. When received by a financial intermediary, such payments may create a conflict of interest by influencing the financial intermediary and salespersons to recommend a Portfolio over other mutual funds available as investment options under a Policy. Ask the salesperson or visit the financial intermediary's website for more information.

(This page intentionally left blank.)

Prudential Series Fund

PSF PGIM Government Money Market Portfolio
(Class I Shares)

PSF PGIM GOVERNMENT MONEY MARKET PORTFOLIO



SUMMARY PROSPECTUS • APRIL 25, 2022

Before you invest, you may want to review the Portfolio's Prospectus, which contains more information about the Portfolio and its risks. You can find the Portfolio's Prospectus, Statement of Additional Information (SAI), Annual Report and other information about the Portfolio online at www.prudential.com/variableinsuranceportfolios. You can also get this information at no cost by calling 1-800-346-3778 or by sending an e-mail to service@prudential.com. The Portfolio's Prospectus and SAI, both dated April 25, 2022, as supplemented and amended from time to time, and the Portfolio's most recent shareholder report, dated December 31, 2021 are all hereby incorporated by reference into (legally made a part of) this Summary Prospectus.

INVESTMENT OBJECTIVE

The investment objective of the Portfolio is the maximum current income that is consistent with the stability of capital and the maintenance of liquidity.

PORTFOLIO FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you invest in shares of the Portfolio. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the table. See your Contract prospectus for more information about Contract charges.

Annual Portfolio Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)		
	Class I Shares	Class III Shares
Management Fees	0.30%	0.30%
+ Distribution and/or Service Fees (12b-1 Fees)	None	0.25%
+ Other Expenses	0.02%	0.03%
= Total Annual Portfolio Operating Expenses*	0.32%	0.58%

*Differences in the Total Annual Portfolio Operating Expenses shown in the table above and in the Portfolio's Financial Highlights are attributable to a voluntary fee and/or expense waiver arrangement, which is not reflected in the table above.

Example. The following example is intended to help you compare the cost of investing in the Portfolio with the cost of investing in other mutual funds. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the example. See your Contract prospectus for more information about Contract charges.

The example assumes that you invest \$10,000 in the Portfolio for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and that the Portfolio's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

	1 Year	3 Years	5 Years	10 Years
PSF PGIM Government Money Market Portfolio (formerly, Government Money Market Portfolio) Class I Shares	\$33	\$103	\$180	\$406
PSF PGIM Government Money Market Portfolio (formerly, Government Money Market Portfolio) Class III Shares	\$59	\$186	\$324	\$726

INVESTMENTS, RISKS AND PERFORMANCE

Principal Investment Strategies. The Portfolio invests at least 99.5% of its total assets in cash, government securities, and/or repurchase agreements that are fully collateralized with cash or government securities. Government securities include US Treasury bills, notes, and other obligations issued or guaranteed as to principal and interest by the US Government or its agencies or instrumentalities. The Portfolio has a policy that requires it to invest under normal conditions, at least 80% of its net assets in government securities and/or repurchase agreements that are collateralized by government securities.

In managing the Portfolio's assets, the subadviser uses a combination of top-down economic analysis and bottom up research in conjunction with proprietary quantitative models and risk management systems. In the top down economic analysis, the subadviser develops views on economic, policy and market trends. In its bottom up research, the subadviser

develops an internal rating and outlook on issuers. The rating and outlook is determined based on a thorough review of the financial health and trends of the issuer. The subadviser may also consider investment factors such as expected total return, yield, spread and potential for price appreciation as well as credit quality, maturity and risk.

The Portfolio invests only in securities that have remaining maturities of 397 days or less, or securities otherwise permitted to be purchased because of maturity shortening provisions under applicable regulations. The Portfolio seeks to invest in securities that present minimal credit risk. The Portfolio may invest significantly in securities with floating or variable rates of interest.

The Portfolio seeks to maintain a stable net asset value of \$10.00 per share. In other words, the Portfolio attempts to operate so that shareholders do not lose any of the principal amount they invest in the Portfolio. Of course, there can be no assurance that the Portfolio will achieve its goal of a stable net asset value, and shares of the Portfolio are neither insured nor guaranteed by the US government or any other entity. For instance, the issuer or guarantor of a portfolio security or the other party to a contract could default on its obligation, and this could cause the Portfolio's net asset value per share to fall below \$10.00. In addition, the income earned by the Portfolio will fluctuate based on market conditions, interest rates and other factors.

In a low interest rate environment, the yield of the Portfolio, after the deduction of operating expenses, may be negative even though the yield before deducting such expenses is positive. A negative yield may also cause the Portfolio's net asset value per share to fall below \$10.00. PGIM Investments LLC may decide to reimburse certain of these expenses to the Portfolio in order to maintain a positive yield, however it is under no obligation to do so and may cease doing so at any time without prior notice.

The Trust's Board of Trustees (the Board) has determined that the Portfolio, as a "government money market fund", is not subject to liquidity fees and/or redemption gates on redemptions. The Board has reserved the power to change this determination with respect to liquidity fees and/or redemption gates, but such change would become effective only after providing appropriate prior notice to shareholders.

Principal Risks of Investing in the Portfolio. The risks summarized below are the principal risks of investing in the Portfolio. You could lose money by investing in the Portfolio. Although the Portfolio seeks to preserve the value of your investment at \$10.00 per share, it cannot guarantee it will do so. An investment in the Portfolio is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Portfolio's sponsor has no legal obligation to provide financial support to the Portfolio, and you should not expect that the sponsor will provide financial support to the Portfolio at any time. The order of the below risk factors does not indicate the significance of any particular risk factor.

Adjustable and Floating-Rate Securities Risk. The value of adjustable and floating-rate securities may lag behind the value of fixed-rate securities when interest rates change. Variable and floating-rate bonds are subject to credit risk, market risk and interest rate risk. In addition, the absence of an active market for these securities could make it difficult for the Portfolio to dispose of them if the issuer defaults.

Credit Risk. This is the risk that the issuer, the guarantor or the insurer of a fixed income security, or the counterparty to a contract, may be unable or unwilling to make timely principal and interest payments, or to otherwise honor its obligations. Additionally, fixed income securities could lose value due to a loss of confidence in the ability of the issuer, guarantor, insurer or counterparty to pay back debt. The lower the credit quality of a bond, the more sensitive it is to credit risk.

Economic and Market Events Risk. Events in the US and global financial markets, including actions taken by the US Federal Reserve or foreign central banks to stimulate or stabilize economic growth, may at times result in periods of unusually high volatility in a market or a segment of a market, which could negatively impact performance. Reduced liquidity in credit and fixed income markets could adversely affect issuers worldwide.

Expense Risk. The actual cost of investing in the Portfolio may be higher than the expenses shown in the "Annual Portfolio Operating Expenses" table above for a variety of reasons, including, for example, if the Portfolio's average net assets decrease.

Fixed Income Securities Risk. Investment in fixed income securities involves a variety of risks, including that: an issuer or guarantor of a security will be unable or unwilling to pay obligations when due; due to decreases in liquidity, the Portfolio may be unable to sell its securities holdings within a reasonable time at the price it values the security or at any price; and the Portfolio's investment may decrease in value when interest rates rise. Volatility in interest rates and in fixed income markets may increase the risk that the Portfolio's investment in fixed income securities will go down in value. Risks associated with changing interest rates are currently heightened because any increase or decrease may be sudden and significant, with unpredictable effects on the markets and the Portfolio's investments. Changes in interest rates may also affect the liquidity of the Portfolio's investments in fixed income securities.

Interest Rate Risk. The value of your investment may go down when interest rates rise. A rise in interest rates tends to have a greater impact on the prices of longer term or duration securities. When interest rates fall, the issuers of debt obligations may prepay principal more quickly than expected, and the Portfolio may be required to reinvest the proceeds at a lower

interest rate. This is referred to as “prepayment risk.” When interest rates rise, debt obligations may be repaid more slowly than expected, and the value of the Portfolio’s holdings may fall sharply. This is referred to as “extension risk.” The Portfolio currently faces a heightened level of interest rate risk because interest rates in the US are at or near historic lows, which increases the risk associated with rising interest rates. Interest rates may begin to increase in the future, possibly suddenly and significantly, with unpredictable effects on the markets and the Portfolio’s investments. The Portfolio may lose money if short-term or long-term interest rates rise sharply or in a manner not anticipated by the subadviser.

Market and Management Risk. Markets in which the Portfolio invests may experience volatility and go down in value, and possibly sharply and unpredictably. Investment techniques, risk analyses and investment strategies, which may include quantitative models or methods, used by a subadviser in making investment decisions for the Portfolio are subject to human error and may not produce the intended or desired results. The value of the Portfolio’s investments may be negatively affected by the occurrence of domestic or global events, including war, terrorism, environmental disasters, natural disasters or events, political or civil instability, and public health emergencies (such as the spread of infectious diseases, pandemics, or epidemics), among others. Such events may reduce consumer demand or economic output, result in market closures, travel restrictions or quarantines, and significantly adversely impact the economy. There is no guarantee that the investment objective of the Portfolio will be achieved.

Prepayment or Call Risk. Prepayment or call risk is the risk that issuers will prepay fixed-rate obligations held by the Portfolio when interest rates fall, forcing a Portfolio to reinvest in obligations with lower interest rates than the original obligations. Mortgage-related securities and asset-backed securities are particularly subject to prepayment risk.

Regulatory Risk. The Portfolio is subject to a variety of laws and regulations which govern its operations. The Portfolio is subject to regulation by the Securities and Exchange Commission (the SEC), and depending on the Portfolio, the Commodity Futures Trading Commission (the CFTC). Similarly, the businesses and other issuers of the securities and other instruments in which the Portfolio invests are also subject to considerable regulation. Changes in laws and regulations may materially impact the Portfolio, a security, business, sector or market.

US Government Securities Risk. US Government securities may be adversely affected by changes in interest rates, a default by, or decline in the credit quality of, the US Government, and may not be backed by the full faith and credit of the US Government.

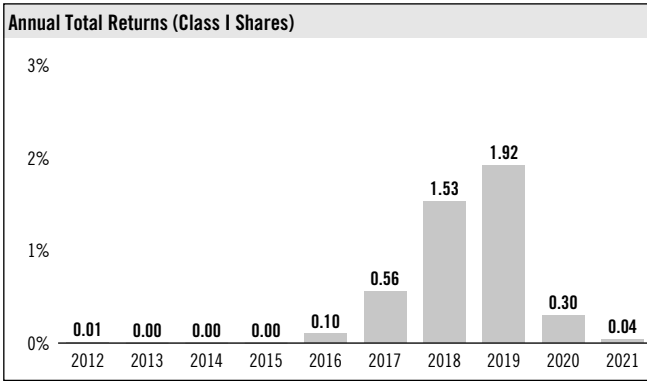
Yield Risk. The amount of income received by a Portfolio will go up or down depending on day-to-day variations in short-term interest rates, and when interest rates are very low, the Portfolio’s expenses could absorb all or a significant portion of the Portfolio’s income. If interest rates increase, the Portfolio’s yield may not increase proportionately. For example, the Portfolio’s investment manager may discontinue any temporary voluntary fee limitation.

Past Performance. The bar chart and table provide some indication of the risks of investing in the Portfolio by showing changes in the Portfolio’s performance from year to year and by showing how the Portfolio’s average annual returns for 1, 5, and 10 years compare with those of a broad measure of market performance. Past performance does not mean that the Portfolio will achieve similar results in the future.

The annual returns and average annual returns shown in the chart and table are after deduction of expenses and do not include Contract charges. If Contract charges were included, the returns shown would have been lower than those shown. Consult your Contract prospectus for information about Contract charges.

Annual return information is provided only for Class I shares. Because all of the Portfolio’s shares are invested in the same portfolio of securities, annual returns for Class III shares would be lower because Class III shares do not have the same expenses as Class I shares.

Note: Prior to September 12, 2016, the Portfolio operated under the name “Money Market Portfolio” as a prime money market fund and invested in certain types of securities that, as a government money market fund, the Portfolio is no longer permitted to hold. Consequently, the performance information below may have been different if the current investment limitations had been in effect during the period prior to the Portfolio’s conversion to a government money market fund.



Best Quarter:		Worst Quarter:	
0.53%	2 nd Quarter 2019	0.00%	4 th Quarter 2020

Average Annual Total Returns (For the periods ended December 31, 2021)

	1 Year	5 Years	10 Years	Since Inception	Inception Date
PSF PGIM Government Money Market Class I Shares	0.04%	0.87%	0.44%	-	-
PSF PGIM Government Money Market Class III Shares	0.04%	N/A	N/A	0.03%	5/18/20
Index					
Lipper US Government Money Market Index (reflects no deduction for fees, expenses or taxes)	0.01%	0.72%	0.37%	-	-
7-Day Yield (as of December 31, 2021)					
PSF PGIM Government Money Market Portfolio					0.0%
iMoneyNet Govt & Agency Retail Average					0.01%*

*Source: The iMoneyNet Govt & Agency Retail Average is comprised of 174 funds that reported a 7-day net yield on 12/31/2021.

MANAGEMENT OF THE PORTFOLIO

Investment Manager	Subadviser
PGIM Investments LLC	PGIM Fixed Income

TAX INFORMATION

Contract owners should consult their Contract prospectus for information on the federal tax consequences to them. In addition, Contract owners may wish to consult with their own tax advisors as to the tax consequences of investments in the Contracts and the Portfolio, including the application of state and local taxes. The Portfolio currently intends to be treated as a partnership for federal income tax purposes. As a result, the Portfolio's income, gains, losses, deductions, and credits are "passed through" pro rata directly to the Participating Insurance Companies and retain the same character for federal income tax purposes.

FINANCIAL INTERMEDIARY COMPENSATION

If you purchase your Contract through a broker-dealer or other financial intermediary (such as a bank), the Participating Insurance Company, the Portfolio or their related companies may pay the intermediary for the sale of the Contract, the selection of the Portfolio and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Contract over another investment or insurance product, or to recommend the Portfolio over another investment option under the Contract. Ask your salesperson or visit your financial intermediary's website for more information.

By Mail:	The Prudential Series Fund, 655 Broad Street, Newark, NJ 07102
By Telephone:	1-800-346-3778
On the Internet:	www.prudential.com/variableinsuranceportfolios



Prudential Series Fund

PSF PGIM High Yield Bond Portfolio
(Class I Shares)

PSF PGIM HIGH YIELD BOND PORTFOLIO



SUMMARY PROSPECTUS • APRIL 25, 2022

Before you invest, you may want to review the Portfolio's Prospectus, which contains more information about the Portfolio and its risks. You can find the Portfolio's Prospectus, Statement of Additional Information (SAI), Annual Report and other information about the Portfolio online at www.prudential.com/variableinsuranceportfolios. You can also get this information at no cost by calling 1-800-346-3778 or by sending an e-mail to service@prudential.com. The Portfolio's Prospectus and SAI, both dated April 25, 2022, as supplemented and amended from time to time, and the Portfolio's most recent shareholder report, dated December 31, 2021 are all hereby incorporated by reference into (legally made a part of) this Summary Prospectus.

INVESTMENT OBJECTIVE

The investment objective of the Portfolio is a high total return.

PORTFOLIO FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you invest in shares of the Portfolio. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the table. See your Contract prospectus for more information about Contract charges.

Annual Portfolio Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)		
	Class I Shares	Class III Shares
Management Fees	0.55%	0.55%
+ Distribution and/or Service Fees (12b-1 Fees)	None	0.25%
+ Other Expenses	0.04%	0.04% ⁽¹⁾
= Total Annual Portfolio Operating Expenses	0.59%	0.84%
- Fee Waiver and/or Expense Reimbursement	(0.02)%	(0.02)%
= Total Annual Portfolio Operating Expenses After Fee Waiver and/or Expense Reimbursement ⁽²⁾	0.57%	0.82%

⁽¹⁾ Other expenses have been updated from the most recent annual report to reflect current expenses.

⁽²⁾ The Manager has contractually agreed to waive a portion of its management fee and/or reimburse certain expenses of the Portfolio so that the Portfolio's management fee plus other expenses (exclusive of certain expenses as described more fully in the Trust's Statement of Additional Information) do not exceed 0.57% of the Portfolio's average daily net assets through June 30, 2023. Where applicable, the Manager agrees to waive management fee or shared operating expenses on any share class to the same extent that it waives such expenses on any other share class. Expenses waived/reimbursed by the Manager may be recouped by the Manager within the same fiscal year during which such waiver/reimbursement is made if such recoupment can be realized without exceeding the expense limit in effect at the time of the recoupment for that fiscal year. This arrangement may not be terminated or modified without the prior approval of the Trust's Board of Trustees.

Example. The following example is intended to help you compare the cost of investing in the Portfolio with the cost of investing in other mutual funds. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the example. See your Contract prospectus for more information about Contract charges.

The example assumes that you invest \$10,000 in the Portfolio for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and that the Portfolio's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

	1 Year	3 Years	5 Years	10 Years
PSF PGIM High Yield Bond Portfolio (formerly, High Yield Bond Portfolio) Class I Shares	\$58	\$187	\$327	\$736
PSF PGIM High Yield Bond Portfolio (formerly, High Yield Bond Portfolio) Class III Shares	\$84	\$266	\$464	\$1,035

Portfolio Turnover. The Portfolio pays transaction costs, such as commissions, when it buys and sells securities (or “turns over” its portfolio). A higher portfolio turnover rate may indicate higher transaction costs. These costs, which are not reflected in annual portfolio operating expenses or in the example, affect the Portfolio’s performance. During the Portfolio’s most recent fiscal year ended December 31, the Portfolio’s portfolio turnover rate was 48% of the average value of its portfolio.

INVESTMENTS, RISKS AND PERFORMANCE

Principal Investment Strategies. In pursuing its investment objective, the Portfolio normally invests at least 80% of its assets (net assets plus any borrowings made for investment purposes) in medium to lower rated debt investments. Such high-yield/high risk debt investments are often referred to as high-yield bonds or “junk bonds” and are riskier than higher rated bonds.

Lower rated and comparable unrated investments tend to offer better yields than higher rated investments with the same maturities because the issuer’s financial condition may not have been as strong as that of higher rated issuers. The Portfolio may also invest up to 30% of its total assets in US dollar-denominated securities of foreign issuers. The Portfolio may invest up to 15% of its total assets in securities and instruments that are economically tied to emerging market countries. The Portfolio may invest in a security based upon the expected total return rather than the yield of such security.

In managing the Portfolio’s assets, the subadviser uses a combination of top-down economic analysis and bottom-up research in conjunction with proprietary quantitative models and risk management systems. In the top-down economic analysis, the subadviser develops views on economic, policy and market trends. In its bottom-up research, the subadviser develops an internal rating and outlook on issuers. The rating and outlook is determined based on a thorough review of the financial health and trends of the issuer. The subadviser may also consider investment factors such as expected total return, yield, spread and potential for price appreciation as well as credit quality, maturity and risk.

Principal Risks of Investing in the Portfolio. The risks summarized below are the principal risks of investing in the Portfolio. All investments have risks to some degree, and it is possible that you could lose money by investing in the Portfolio. An investment in the Portfolio is not a deposit with a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. While the Portfolio makes every effort to achieve its objective, the Portfolio cannot guarantee success. The order of the below risk factors does not indicate the significance of any particular risk factor.

Bank Loan Investments Risk. The Portfolio’s ability to receive payments of principal and interest and other amounts in connection with loans (whether through participations, assignments or otherwise) will depend primarily on the financial condition of the borrower. The failure by the Portfolio to receive scheduled interest or principal payments on a loan because of a default, bankruptcy or any other reason would adversely affect the income of the Portfolio and would likely reduce the value of its assets. Even with loans secured by collateral, there is the risk that the value of the collateral may decline, may be insufficient to meet the obligations of the borrower, or be difficult to liquidate. In the event of a default, the Portfolio may have difficulty collecting on any collateral and would not have the ability to collect on any collateral for an uncollateralized loan. Further, the Portfolio’s access to collateral, if any, may be limited by bankruptcy laws. In addition, loan participations generally are subject to restrictions on transfer, and only limited opportunities may exist to sell loan participations in secondary markets. As a result, it may be difficult for the Portfolio to value loans or sell loans at an acceptable price when it wants to sell them. Loans trade in an over-the-counter market, and confirmation and settlement, which are effected through standardized procedures and documentation, may take significantly longer than seven days to complete. To the extent the Portfolio invests in loans of non-U.S. issuers, the risks of investing in non-U.S. issuers are applicable. Loans may not be considered to be “securities” and as a result may not benefit from the protections of the federal securities laws, including anti-fraud protections and those with respect to the use of material non-public information, so that purchasers, such as the Portfolio, may not have the benefit of these protections.

Covenant-Lite Risk. Some of the loans or debt obligations in which the Portfolio may invest or get exposure to may be “covenant-lite”, which means the loans or obligations contain fewer financial maintenance covenants than other loans or obligations (in some cases, none) and do not include terms which allow the lender to monitor the borrower’s performance and declare a default if certain criteria are breached. An investment by the Portfolio in a covenant-lite loan may potentially hinder the ability to reprice credit risk associated with the issuer and reduce the ability to restructure a problematic loan and mitigate potential loss. The Portfolio may also experience difficulty, expenses or delays in enforcing its rights on its holdings of covenant-lite loans or obligations. As a result of these risks, the Portfolio’s exposure to losses may be increased, which could result in an adverse impact on the Portfolio’s net income and NAV.

Derivatives Risk. A derivative is a financial contract, the value of which depends upon, or is derived from, the value of one or more underlying investments, such as an asset, reference rate, or index. The use of derivatives is a highly specialized activity that involves a variety of risks in addition to and greater than those associated with investing directly in securities, including the risk that: the party on the other side of a derivative transaction will be unable to honor its financial obligation; leverage created by investing in derivatives may result in losses to the Portfolio; derivatives may be difficult or impossible for the Portfolio to buy or sell at an opportune time or price, and may be difficult to terminate or

otherwise offset; derivatives used for hedging may reduce or magnify losses but also may reduce or eliminate gains; and the price of commodity-linked derivatives may be more volatile than the prices of traditional equity and debt securities.

Economic and Market Events Risk. Events in the US and global financial markets, including actions taken by the US Federal Reserve or foreign central banks to stimulate or stabilize economic growth, may at times result in periods of unusually high volatility in a market or a segment of a market, which could negatively impact performance. Reduced liquidity in credit and fixed income markets could adversely affect issuers worldwide.

Emerging Markets Risk. The risks of non-US investments are greater for investments in or exposed to emerging markets. Emerging market countries typically have economic, political and social systems that are less developed, and can be expected to be less stable, than those of more developed countries. As a result, there could be less information available about issuers in emerging market countries, which could negatively affect the ability of the Manager or a Portfolio's Subadviser(s) to evaluate local companies or their potential impact on a Portfolio's performance. For example, the economies of such countries can be subject to currency devaluations and rapid and unpredictable (and in some cases, extremely high) rates of inflation or deflation. Low trading volumes may result in a lack of liquidity, price volatility and valuation difficulties. Regulatory regimes outside of the US may not require or enforce corporate governance standards comparable to that of the US, which may result in less protections for investors in such issuers and make such issuers more susceptible to actions not in the best interest of the issuer or its investors. Emerging market countries may have policies that restrict investments by foreign investors, or that prevent foreign investors from withdrawing their money at will, which may make it difficult for a Portfolio to invest in such countries or increase the administrative costs of such investments. Countries with emerging markets can be found in regions such as Asia, Latin America, Eastern Europe and Africa. A Portfolio may invest in some emerging markets through trading structures or protocols that subject it to risks such as those associated with decreased liquidity, custody of assets, different settlement and clearance procedures and asserting legal title under a developing legal and regulatory regime to a greater degree than in developed markets or even in other emerging markets.

Equity and Equity-Related Securities Risk. From time to time, the Fund may purchase or hold equity or equity-related securities incidental to the purchase or ownership of fixed income instruments or in connection with a reorganization of a borrower. These include common stock, preferred stock or securities that may be converted into or exchanged for common stock—known as convertible securities—like rights and warrants.

Expense Risk. The actual cost of investing in the Portfolio may be higher than the expenses shown in the "Annual Portfolio Operating Expenses" table above for a variety of reasons, including, for example, if the Portfolio's average net assets decrease.

Fixed Income Securities Risk. Investment in fixed income securities involves a variety of risks, including that: an issuer or guarantor of a security will be unable or unwilling to pay obligations when due; due to decreases in liquidity, the Portfolio may be unable to sell its securities holdings within a reasonable time at the price it values the security or at any price; and the Portfolio's investment may decrease in value when interest rates rise. Volatility in interest rates and in fixed income markets may increase the risk that the Portfolio's investment in fixed income securities will go down in value. Risks associated with changing interest rates are currently heightened because any increase or decrease may be sudden and significant, with unpredictable effects on the markets and the Portfolio's investments. Changes in interest rates may also affect the liquidity of the Portfolio's investments in fixed income securities.

Foreign Investment Risk. Investments in foreign securities generally involve more risk than investments in securities of US issuers, including: changes in currency exchange rates may affect the value of foreign securities held by the Portfolio; foreign markets generally are more volatile than, and generally are not subject to regulatory requirements comparable to, US markets; foreign financial reporting standards usually differ from those in the US; foreign exchanges are often less liquid than US markets; political or social developments may adversely affect the value of foreign securities; foreign holdings may be subject to special taxation and limitations on repatriating investment proceeds; and certain events in foreign markets may adversely affect foreign and domestic issuers, including military conflict (including Russia's military invasion in Ukraine), geopolitical developments (including trading and tariff arrangements, sanctions and cybersecurity attacks), interruptions in the global supply chain, natural disasters and outbreaks of infectious diseases.

High Yield Risk. Investments in fixed income securities rated below investment grade and unrated securities of similar credit quality (i.e., high yield securities or junk bonds) may be more sensitive to interest rate, credit, call and liquidity risks than investments in investment grade securities, and have predominantly speculative characteristics.

Liquidity and Valuation Risk. The Portfolio may hold one or more securities for which there are no or few buyers and sellers or the securities are subject to limitations on transfer. The Portfolio may be unable to sell those portfolio holdings at the desired time or price, and may have difficulty determining the value of such securities for the purpose of determining the Portfolio's net asset value. In such cases, investments owned by the Portfolio may be valued at fair value pursuant to guidelines established by the Trust's Board of Trustees. No assurance can be given that the fair value prices accurately reflect the value of the security. The Portfolio is subject to a liquidity risk management program, which limits the ability of the Portfolio to invest in illiquid investments.

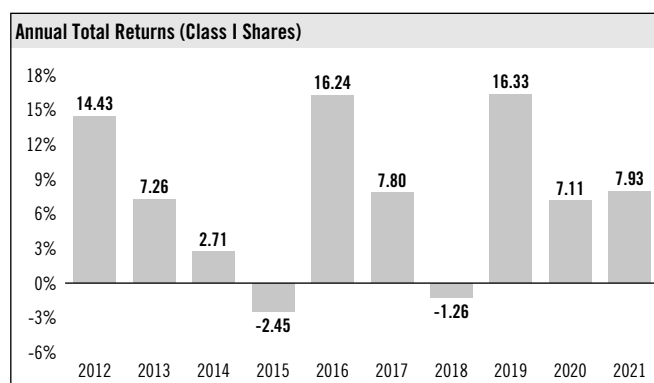
Market and Management Risk. Markets in which the Portfolio invests may experience volatility and go down in value, and possibly sharply and unpredictably. Investment techniques, risk analyses and investment strategies, which may include quantitative models or methods, used by a subadviser in making investment decisions for the Portfolio are subject to human error and may not produce the intended or desired results. The value of the Portfolio's investments may be negatively affected by the occurrence of domestic or global events, including war, terrorism, environmental disasters, natural disasters or events, political or civil instability, and public health emergencies (such as the spread of infectious diseases, pandemics, or epidemics), among others. Such events may reduce consumer demand or economic output, result in market closures, travel restrictions or quarantines, and significantly adversely impact the economy. There is no guarantee that the investment objective of the Portfolio will be achieved.

Regulatory Risk. The Portfolio is subject to a variety of laws and regulations which govern its operations. The Portfolio is subject to regulation by the Securities and Exchange Commission (the SEC), and depending on the Portfolio, the Commodity Futures Trading Commission (the CFTC). Similarly, the businesses and other issuers of the securities and other instruments in which the Portfolio invests are also subject to considerable regulation. Changes in laws and regulations may materially impact the Portfolio, a security, business, sector or market.

Past Performance. The bar chart and table provide some indication of the risks of investing in the Portfolio by showing changes in the Portfolio's performance from year to year and by showing how the Portfolio's average annual returns for 1, 5, and 10 years compare with those of a broad measure of market performance. Past performance does not mean that the Portfolio will achieve similar results in the future.

The annual returns and average annual returns shown in the chart and table are after deduction of expenses and do not include Contract charges. If Contract charges were included, the returns shown would have been lower than those shown. Consult your Contract prospectus for information about Contract charges.

Annual return information is provided only for Class I shares. Because all of the Portfolio's shares are invested in the same portfolio of securities, annual returns for Class III shares would be lower because Class III shares do not have the same expenses as Class I shares.



Best Quarter:		Worst Quarter:	
11.72%	2 nd Quarter 2020	-14.21%	1 st Quarter 2020

Average Annual Total Returns (For the periods ended December 31, 2021)

	1 Year	5 Years	10 Years
PSF PGIM High Yield Bond Class I Shares	7.93%	7.44%	7.42%
Index			
Bloomberg Barclays US High Yield 1% Issuer Capped Index (reflects no deduction for fees, expenses or taxes)	5.16%	6.13%	6.72%

MANAGEMENT OF THE PORTFOLIO

Investment Manager	Subadviser	Portfolio Managers	Title	Service Date
PGIM Investments LLC	PGIM Fixed Income	Robert Cignarella, CFA	Managing Director and Head of U.S. High Yield for PGIM Fixed Income	May 2014
		Robert Spano, CFA, CPA	Principal and a High Yield Portfolio Manager	September 2007
	PGIM Limited	Ryan Kelly, CFA	Principal and a High Yield Portfolio Manager	February 2012
		Brian Clapp, CFA	Principal and a High Yield Portfolio Manager	May 2013

Investment Manager	Subadviser	Portfolio Managers	Title	Service Date
		Michael Gormally	Vice President and a High Yield portfolio manager and trader	April 2022

TAX INFORMATION

Contract owners should consult their Contract prospectus for information on the federal tax consequences to them. In addition, Contract owners may wish to consult with their own tax advisors as to the tax consequences of investments in the Contracts and the Portfolio, including the application of state and local taxes. The Portfolio currently intends to be treated as a partnership for federal income tax purposes. As a result, the Portfolio's income, gains, losses, deductions, and credits are "passed through" pro rata directly to the Participating Insurance Companies and retain the same character for federal income tax purposes.

FINANCIAL INTERMEDIARY COMPENSATION

If you purchase your Contract through a broker-dealer or other financial intermediary (such as a bank), the Participating Insurance Company, the Portfolio or their related companies may pay the intermediary for the sale of the Contract, the selection of the Portfolio and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Contract over another investment or insurance product, or to recommend the Portfolio over another investment option under the Contract. Ask your salesperson or visit your financial intermediary's website for more information.

By Mail:	The Prudential Series Fund, 655 Broad Street, Newark, NJ 07102
By Telephone:	1-800-346-3778
On the Internet:	www.prudential.com/variableinsuranceportfolios



Prudential Series Fund

PSF PGIM Jennison Focused Blend Portfolio
(Class I Shares)

PSF PGIM JENNISON FOCUSED BLEND PORTFOLIO



SUMMARY PROSPECTUS • APRIL 25, 2022

Before you invest, you may want to review the Portfolio's Prospectus, which contains more information about the Portfolio and its risks. You can find the Portfolio's Prospectus, Statement of Additional Information (SAI), Annual Report and other information about the Portfolio online at www.prudential.com/variableinsuranceportfolios. You can also get this information at no cost by calling 1-800-346-3778 or by sending an e-mail to service@prudential.com. The Portfolio's Prospectus and SAI, both dated April 25, 2022, as supplemented and amended from time to time, and the Portfolio's most recent shareholder report, dated December 31, 2021 are all hereby incorporated by reference into (legally made a part of) this Summary Prospectus.

INVESTMENT OBJECTIVE

The investment objective of the Portfolio is long-term growth of capital.

PORTFOLIO FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you invest in shares of the Portfolio. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the table. See your Contract prospectus for more information about Contract charges.

Annual Portfolio Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)			
	Class I Shares	Class II Shares	Class III Shares
Management Fees	0.75%	0.75%	0.75%
+ Distribution and/or Service Fees (12b-1 Fees)	None	0.25%	0.25%
+ Administration Fees	None	0.15%	None
+ Other Expenses	0.09%	0.09%	0.09%
= Total Annual Portfolio Operating Expenses	0.84%	1.24%	1.09%

Example. The following example is intended to help you compare the cost of investing in the Portfolio with the cost of investing in other mutual funds. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the example. See your Contract prospectus for more information about Contract charges.

The example assumes that you invest \$10,000 in the Portfolio for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and that the Portfolio's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

	1 Year	3 Years	5 Years	10 Years
PSF PGIM Jennison Focused Blend Portfolio (formerly, Jennison 20/20 Focus Portfolio) Class I Shares	\$86	\$268	\$466	\$1,037
PSF PGIM Jennison Focused Blend Portfolio (formerly, Jennison 20/20 Focus Portfolio) Class II Shares	\$126	\$393	\$681	\$1,500
PSF PGIM Jennison Focused Blend Portfolio (formerly, Jennison 20/20 Focus Portfolio) Class III Shares	\$111	\$347	\$601	\$1,329

Portfolio Turnover. The Portfolio pays transaction costs, such as commissions, when it buys and sells securities (or "turns over" its portfolio). A higher portfolio turnover rate may indicate higher transaction costs. These costs, which are not reflected in annual portfolio operating expenses or in the example, affect the Portfolio's performance. During the Portfolio's most recent fiscal year ended December 31, the Portfolio's portfolio turnover rate was 66% of the average value of its portfolio.

INVESTMENTS, RISKS AND PERFORMANCE

Principal Investment Strategies. The Portfolio invests primarily in equity and equity-related securities, which may range up to 70 US companies that are selected by the Portfolio's two portfolio managers (approximately 20-35 by each) as having strong capital appreciation potential.

Each portfolio manager is responsible for selecting the securities within his discipline. The growth portfolio manager believes that growth in earnings and cash flows drives share prices over the long term; that excess returns are generated by investing in market-leading companies that create economic value through long-duration competitive advantages; and that a deeply researched understanding of company and industry fundamentals leads to successful stock selection. The growth portfolio manager looks for companies with unique business models that build sustainable competitive advantages; catalysts that drive growth rates well above that of the market; superior financial characteristics; and attractive long-term valuations. The growth portfolio manager seeks to capture acceleration or duration of growth that is not fully reflected in a stock's price. The value portfolio manager seeks investments in companies he believes are being valued at a discount to their intrinsic value. A company's valuation is very important in this determination, as are the durability of a company's free cash flow and earnings growth. A disciplined process to manage risk in both security selection and portfolio construction is a critical component of the value portfolio manager's investment process.

Principal Risks of Investing in the Portfolio. The risks summarized below are the principal risks of investing in the Portfolio. All investments have risks to some degree, and it is possible that you could lose money by investing in the Portfolio. An investment in the Portfolio is not a deposit with a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. While the Portfolio makes every effort to achieve its objective, the Portfolio cannot guarantee success. The order of the below risk factors does not indicate the significance of any particular risk factor.

Blend Style Risk. The Portfolio's blend investment style may subject the Portfolio to risks of both value and growth investing. The portion of the Portfolio's portfolio that makes investments pursuant to a growth strategy may be subject to above-average fluctuations as a result of seeking high-quality stocks with good future growth prospects. The portion of the Portfolio's portfolio that makes investments pursuant to a value strategy may be subject to the risk that the market may not recognize a security's intrinsic value for long periods of time or that a stock judged to be undervalued may actually be appropriately priced. Issuers of value stocks may have experienced adverse business developments or may be subject to special risks that have caused the stock to be out of favor. If the Portfolio's assessment of market conditions or a company's value is inaccurate, the Portfolio could suffer losses or produce poor performance relative to other funds. Historically, growth stocks have performed best during later stages of economic expansion and value stocks have performed best during periods of economic recovery. Therefore, both styles may over time go in and out of favor with the markets. At times when a style is out of favor, that portion of the portfolio may lag the other portion of the portfolio, which may cause the overall Portfolio to underperform the market in general, its benchmark and other mutual funds. Growth and value stocks have historically produced similar long-term results, though each category has periods when it outperforms the other.

Economic and Market Events Risk. Events in the US and global financial markets, including actions taken by the US Federal Reserve or foreign central banks to stimulate or stabilize economic growth, may at times result in periods of unusually high volatility in a market or a segment of a market, which could negatively impact performance. Reduced liquidity in credit and fixed income markets could adversely affect issuers worldwide.

Equity Securities Risk. The value of a particular stock or equity-related security held by the Portfolio could fluctuate, perhaps greatly, in response to a number of factors, such as changes in the issuer's financial condition or the value of the equity markets or a sector of those markets. Such events may result in losses to the Portfolio. In addition, due to decreases in liquidity, the Portfolio may be unable to sell its securities holdings within a reasonable time at the price it values the security or at any price.

Expense Risk. The actual cost of investing in the Portfolio may be higher than the expenses shown in the "Annual Portfolio Operating Expenses" table above for a variety of reasons, including, for example, if the Portfolio's average net assets decrease.

Focus Risk. The Portfolio focuses or may focus its investments in particular countries, regions, industries, sectors, markets, or types of investments and may accumulate large positions in such areas. As a result, the Portfolio's performance may be more sensitive to a small group of related holdings and adverse developments in such areas than a portfolio more broadly invested, although the increasing interconnectivity between economies and financial markets throughout the world increases the likelihood that events or conditions in one country or region will adversely impact markets or issuers in other countries or regions.

Foreign Investment Risk. Investments in foreign securities generally involve more risk than investments in securities of US issuers, including: changes in currency exchange rates may affect the value of foreign securities held by the Portfolio; foreign markets generally are more volatile than, and generally are not subject to regulatory requirements comparable to, US markets; foreign financial reporting standards usually differ from those in the US; foreign exchanges are often less liquid than US markets; political or social developments may adversely affect the value of foreign securities; foreign holdings may be subject to special taxation and limitations on repatriating investment proceeds; and certain events in foreign markets may adversely affect foreign and domestic issuers, including military conflict (including Russia's military invasion in Ukraine), geopolitical developments (including trading and tariff arrangements, sanctions and cybersecurity attacks), interruptions in the global supply chain, natural disasters and outbreaks of infectious diseases.

Market and Management Risk. Markets in which the Portfolio invests may experience volatility and go down in value, and possibly sharply and unpredictably. Investment techniques, risk analyses and investment strategies, which may include quantitative models or methods, used by a subadviser in making investment decisions for the Portfolio are subject to human error and may not produce the intended or desired results. The value of the Portfolio's investments may be negatively affected by the occurrence of domestic or global events, including war, terrorism, environmental disasters, natural disasters or events, political or civil instability, and public health emergencies (such as the spread of infectious diseases, pandemics, or epidemics), among others. Such events may reduce consumer demand or economic output, result in market closures, travel restrictions or quarantines, and significantly adversely impact the economy. There is no guarantee that the investment objective of the Portfolio will be achieved.

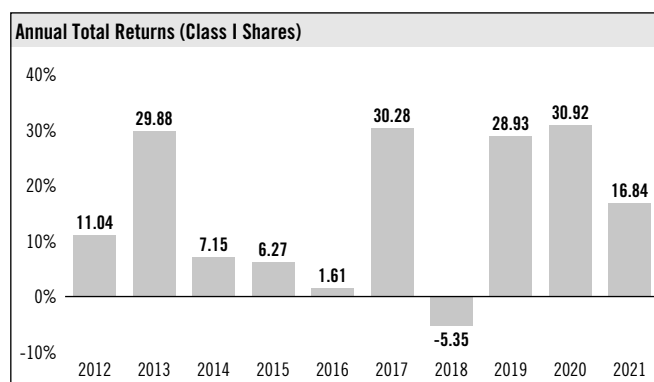
Real Estate Risk. Investments in real estate investment trusts (REITs) and real estate-linked derivative instruments are subject to risks similar to those associated with direct ownership of real estate. Poor performance by the manager of the REIT and adverse changes to or inability to qualify with favorable tax laws will adversely affect the Portfolio. In addition, some REITs have limited diversification because they invest in a limited number of properties, a narrow geographic area, or a single type of property.

Regulatory Risk. The Portfolio is subject to a variety of laws and regulations which govern its operations. The Portfolio is subject to regulation by the Securities and Exchange Commission (the SEC), and depending on the Portfolio, the Commodity Futures Trading Commission (the CFTC). Similarly, the businesses and other issuers of the securities and other instruments in which the Portfolio invests are also subject to considerable regulation. Changes in laws and regulations may materially impact the Portfolio, a security, business, sector or market.

Past Performance. The bar chart and table provide some indication of the risks of investing in the Portfolio by showing changes in the Portfolio's performance from year to year and by showing how the Portfolio's average annual returns for 1, 5, and 10 years compare with those of a broad measure of market performance. Past performance does not mean that the Portfolio will achieve similar results in the future.

The annual returns and average annual returns shown in the chart and table are after deduction of expenses and do not include Contract charges. If Contract charges were included, the returns shown would have been lower than those shown. Consult your Contract prospectus for information about Contract charges.

The table also demonstrates how the Portfolio's performance compares to the returns of the Russell 1000 Index which includes stocks of companies with similar investment objectives. Annual return information is provided for Class I shares. Because all of the Portfolio's shares are invested in the same portfolio of securities, returns for Class II and Class III shares would be lower because Class II and Class III shares do not have the same expenses as Class I shares.



Best Quarter:		Worst Quarter:	
24.25%	2 nd Quarter 2020	-17.13%	1 st Quarter 2020

Average Annual Total Returns (For the periods ended December 31, 2021)			
	1 Year	5 Years	10 Years
PSF PGIM Jennison Focused Blend Class I Shares	16.84%	19.45%	15.04%
PSF PGIM Jennison Focused Blend Class II Shares	16.35%	18.97%	14.58%
Index			
S&P 500 Index (reflects no deduction for fees, expenses or taxes)	28.70%	18.47%	16.54%
Russell 1000 Index (reflects no deduction for fees, expenses or taxes)	26.45%	18.43%	16.54%

MANAGEMENT OF THE PORTFOLIO

Investment Manager	Subadviser	Portfolio Managers	Title	Service Date
PGIM Investments LLC	Jennison Associates LLC	Spiro "Sig" Segalas	President & CIO	February 1999

Investment Manager	Subadviser	Portfolio Managers	Title	Service Date
		Kathleen A. McCarragher	Managing Director	May 2019
		Natasha Kuhlkin, CFA	Managing Director	May 2019
		Rebecca Irwin	Managing Director	May 2019
		Warren N. Koontz, Jr., CFA	Managing Director	September 2014
		Joseph C. Esposito, CFA	Managing Director	May 2019

TAX INFORMATION

Contract owners should consult their Contract prospectus for information on the federal tax consequences to them. In addition, Contract owners may wish to consult with their own tax advisors as to the tax consequences of investments in the Contracts and the Portfolio, including the application of state and local taxes. The Portfolio currently intends to be treated as a partnership for federal income tax purposes. As a result, the Portfolio's income, gains, losses, deductions, and credits are "passed through" pro rata directly to the Participating Insurance Companies and retain the same character for federal income tax purposes.

FINANCIAL INTERMEDIARY COMPENSATION

If you purchase your Contract through a broker-dealer or other financial intermediary (such as a bank), the Participating Insurance Company, the Portfolio or their related companies may pay the intermediary for the sale of the Contract, the selection of the Portfolio and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Contract over another investment or insurance product, or to recommend the Portfolio over another investment option under the Contract. Ask your salesperson or visit your financial intermediary's website for more information.

By Mail:	The Prudential Series Fund, 655 Broad Street, Newark, NJ 07102
By Telephone:	1-800-346-3778
On the Internet:	www.prudential.com/variableinsuranceportfolios



Prudential Series Fund

PSF PGIM Jennison Value Portfolio
(Class I Shares)



Before you invest, you may want to review the Portfolio's Prospectus, which contains more information about the Portfolio and its risks. You can find the Portfolio's Prospectus, Statement of Additional Information (SAI), Annual Report and other information about the Portfolio online at www.prudential.com/variableinsuranceportfolios. You can also get this information at no cost by calling 1-800-346-3778 or by sending an e-mail to service@prudential.com. The Portfolio's Prospectus and SAI, both dated April 25, 2022, as supplemented and amended from time to time, and the Portfolio's most recent shareholder report, dated December 31, 2021 are all hereby incorporated by reference into (legally made a part of) this Summary Prospectus.

INVESTMENT OBJECTIVE

The investment objective of the Portfolio is to seek capital appreciation.

PORTFOLIO FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you invest in shares of the Portfolio. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the table. See your Contract prospectus for more information about Contract charges.

Annual Portfolio Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)			
	Class I Shares	Class II Shares	Class III Shares
Management Fees	0.40%	0.40%	0.40%
+ Distribution and/or Service Fees (12b-1 Fees)	None	0.25%	0.25%
+ Administration Fees	None	0.15%	None
+ Other Expenses	0.02%	0.02%	0.01%
= Total Annual Portfolio Operating Expenses	0.42%	0.82%	0.66%

Example. The following example is intended to help you compare the cost of investing in the Portfolio with the cost of investing in other mutual funds. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the example. See your Contract prospectus for more information about Contract charges.

The example assumes that you invest \$10,000 in the Portfolio for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and that the Portfolio's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

	1 Year	3 Years	5 Years	10 Years
PSF PGIM Jennison Value Portfolio (formerly, Value Portfolio) Class I Shares	\$43	\$135	\$235	\$530
PSF PGIM Jennison Value Portfolio (formerly, Value Portfolio) Class II Shares	\$84	\$262	\$455	\$1,014
PSF PGIM Jennison Value Portfolio (formerly, Value Portfolio) Class III Shares	\$67	\$211	\$368	\$822

Portfolio Turnover. The Portfolio pays transaction costs, such as commissions, when it buys and sells securities (or "turns over" its portfolio). A higher portfolio turnover rate may indicate higher transaction costs. These costs, which are not reflected in annual portfolio operating expenses or in the example, affect the Portfolio's performance. During the Portfolio's most recent fiscal year ended December 31, the Portfolio's portfolio turnover rate was 17% of the average value of its portfolio.

INVESTMENTS, RISKS AND PERFORMANCE

Principal Investment Strategies. The Portfolio normally invests at least 65% of its total assets in equity and equity-related securities, with an emphasis on securities of large capitalization companies. The Portfolio defines large capitalization companies as those companies with market capitalizations, to be within the market capitalization of the Russell 1000[®]

Value Index (measured at the time of purchase). The Portfolio seeks companies that it believes are being valued at a discount to their intrinsic value. A company's valuation is very important in this determination, as are the durability of a company's free cash flow and earnings growth. A disciplined process to manage risk in both security selection and portfolio construction is a critical component of the value portfolio manager's investment process. The Portfolio may invest up to 25% of its total assets in real estate investment trusts (REITs) and up to 30% of its total assets in foreign securities.

Principal Risks of Investing in the Portfolio. The risks summarized below are the principal risks of investing in the Portfolio. All investments have risks to some degree, and it is possible that you could lose money by investing in the Portfolio. An investment in the Portfolio is not a deposit with a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. While the Portfolio makes every effort to achieve its objective, the Portfolio cannot guarantee success. The order of the below risk factors does not indicate the significance of any particular risk factor.

Economic and Market Events Risk. Events in the US and global financial markets, including actions taken by the US Federal Reserve or foreign central banks to stimulate or stabilize economic growth, may at times result in periods of unusually high volatility in a market or a segment of a market, which could negatively impact performance. Reduced liquidity in credit and fixed income markets could adversely affect issuers worldwide.

Equity Securities Risk. The value of a particular stock or equity-related security held by the Portfolio could fluctuate, perhaps greatly, in response to a number of factors, such as changes in the issuer's financial condition or the value of the equity markets or a sector of those markets. Such events may result in losses to the Portfolio. In addition, due to decreases in liquidity, the Portfolio may be unable to sell its securities holdings within a reasonable time at the price it values the security or at any price.

Expense Risk. The actual cost of investing in the Portfolio may be higher than the expenses shown in the "Annual Portfolio Operating Expenses" table above for a variety of reasons, including, for example, if the Portfolio's average net assets decrease.

Foreign Investment Risk. Investments in foreign securities generally involve more risk than investments in securities of US issuers, including: changes in currency exchange rates may affect the value of foreign securities held by the Portfolio; foreign markets generally are more volatile than, and generally are not subject to regulatory requirements comparable to, US markets; foreign financial reporting standards usually differ from those in the US; foreign exchanges are often less liquid than US markets; political or social developments may adversely affect the value of foreign securities; foreign holdings may be subject to special taxation and limitations on repatriating investment proceeds; and certain events in foreign markets may adversely affect foreign and domestic issuers, including military conflict (including Russia's military invasion in Ukraine), geopolitical developments (including trading and tariff arrangements, sanctions and cybersecurity attacks), interruptions in the global supply chain, natural disasters and outbreaks of infectious diseases.

Investment Style Risk. Securities held by the Portfolio as a result of a particular investment style, such as growth or value, tend to perform differently (i.e., better or worse than other segments of, or the overall, stock market) depending on market and economic conditions and investor sentiment. At times when the investment style is out of favor, the Portfolio may underperform other funds that invest in similar asset classes but use different investment styles.

Large Company Risk. Large-capitalization stocks as a group could fall out of favor with the market, causing the Portfolio to underperform investments that focus on small- or medium-capitalization stocks. Larger, more established companies may be slow to respond to challenges and may grow more slowly than smaller companies.

Market and Management Risk. Markets in which the Portfolio invests may experience volatility and go down in value, and possibly sharply and unpredictably. Investment techniques, risk analyses and investment strategies, which may include quantitative models or methods, used by a subadviser in making investment decisions for the Portfolio are subject to human error and may not produce the intended or desired results. The value of the Portfolio's investments may be negatively affected by the occurrence of domestic or global events, including war, terrorism, environmental disasters, natural disasters or events, political or civil instability, and public health emergencies (such as the spread of infectious diseases, pandemics, or epidemics), among others. Such events may reduce consumer demand or economic output, result in market closures, travel restrictions or quarantines, and significantly adversely impact the economy. There is no guarantee that the investment objective of the Portfolio will be achieved.

Real Estate Risk. Investments in real estate investment trusts (REITs) and real estate-linked derivative instruments are subject to risks similar to those associated with direct ownership of real estate. Poor performance by the manager of the REIT and adverse changes to or inability to qualify with favorable tax laws will adversely affect the Portfolio. In addition, some REITs have limited diversification because they invest in a limited number of properties, a narrow geographic area, or a single type of property.

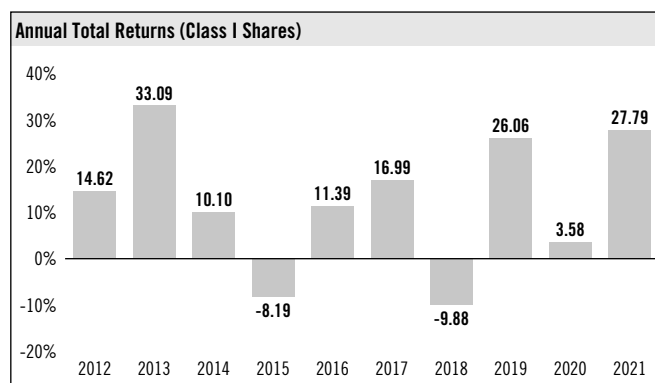
Regulatory Risk. The Portfolio is subject to a variety of laws and regulations which govern its operations. The Portfolio is subject to regulation by the Securities and Exchange Commission (the SEC), and depending on the Portfolio, the Commodity Futures Trading Commission (the CFTC). Similarly, the businesses and other issuers of the securities and other

instruments in which the Portfolio invests are also subject to considerable regulation. Changes in laws and regulations may materially impact the Portfolio, a security, business, sector or market.

Past Performance. The bar chart and table provide some indication of the risks of investing in the Portfolio by showing changes in the Portfolio's performance from year to year and by showing how the Portfolio's average annual returns for 1, 5, and 10 years compare with those of a broad measure of market performance. Past performance does not mean that the Portfolio will achieve similar results in the future.

The annual returns and average annual returns shown in the chart and table are after deduction of expenses and do not include Contract charges. If Contract charges were included, the returns shown would have been lower than those shown. Consult your Contract prospectus for information about Contract charges.

The table also demonstrates how the Portfolio's performance compares to the returns of the Russell 1000 Value Index which includes stocks of companies with similar investment objectives. Annual return information is provided only for Class I shares. Because all of the Portfolio's shares are invested in the same portfolio of securities, annual returns for Class II and Class III shares would be lower because Class II and Class III shares do not have the same expenses as Class I shares.



Best Quarter:		Worst Quarter:	
15.96%	2 nd Quarter 2020	-26.87%	1 st Quarter 2020

Average Annual Total Returns (For the periods ended December 31, 2021)			
	1 Year	5 Years	10 Years
PSF PGIM Jennison Value Class I Shares	27.79%	11.96%	11.69%
PSF PGIM Jennison Value Class II Shares	27.28%	11.51%	11.24%
Index			
S&P 500 Index (reflects no deduction for fees, expenses or taxes)	28.70%	18.47%	16.54%
Russell 1000 Value Index (reflects no deduction for fees, expenses or taxes)	25.16%	11.16%	12.97%

MANAGEMENT OF THE PORTFOLIO

Investment Manager	Subadviser	Portfolio Managers	Title	Service Date
PGIM Investments LLC	Jennison Associates LLC	Warren N. Koontz, Jr., CFA	Managing Director	September 2014
		Joseph C. Esposito, CFA	Managing Director	May 2017

TAX INFORMATION

Contract owners should consult their Contract prospectus for information on the federal tax consequences to them. In addition, Contract owners may wish to consult with their own tax advisors as to the tax consequences of investments in the Contracts and the Portfolio, including the application of state and local taxes. The Portfolio currently intends to be treated as a partnership for federal income tax purposes. As a result, the Portfolio's income, gains, losses, deductions, and credits are "passed through" pro rata directly to the Participating Insurance Companies and retain the same character for federal income tax purposes.

FINANCIAL INTERMEDIARY COMPENSATION

If you purchase your Contract through a broker-dealer or other financial intermediary (such as a bank), the Participating Insurance Company, the Portfolio or their related companies may pay the intermediary for the sale of the Contract, the selection of the Portfolio and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Contract over another investment or insurance product, or to recommend the Portfolio over another investment option under the Contract. Ask your salesperson or visit your financial intermediary's website for more information.

By Mail:	The Prudential Series Fund, 655 Broad Street, Newark, NJ 07102
By Telephone:	1-800-346-3778
On the Internet:	www.prudential.com/variableinsuranceportfolios



Prudential Series Fund

PSF Small-Cap Stock Index Portfolio
(Class I Shares)

PSF SMALL-CAP STOCK INDEX PORTFOLIO



SUMMARY PROSPECTUS • APRIL 25, 2022

Before you invest, you may want to review the Portfolio's Prospectus, which contains more information about the Portfolio and its risks. You can find the Portfolio's Prospectus, Statement of Additional Information (SAI), Annual Report and other information about the Portfolio online at www.prudential.com/variableinsuranceportfolios. You can also get this information at no cost by calling 1-800-346-3778 or by sending an e-mail to service@prudential.com. The Portfolio's Prospectus and SAI, both dated April 25, 2022, as supplemented and amended from time to time, and the Portfolio's most recent shareholder report, dated December 31, 2021 are all hereby incorporated by reference into (legally made a part of) this Summary Prospectus.

INVESTMENT OBJECTIVE

The investment objective of the Portfolio is long-term growth of capital.

PORTFOLIO FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you invest in shares of the Portfolio. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the table. See your Contract prospectus for more information about Contract charges.

Annual Portfolio Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)		
	Class I Shares	Class III Shares
Management Fees	0.35%	0.35%
+ Distribution and/or Service Fees (12b-1 Fees)	None	0.25%
+ Other Expenses	0.03%	0.02%
= Total Annual Portfolio Operating Expenses	0.38%	0.62%

Example. The following example is intended to help you compare the cost of investing in the Portfolio with the cost of investing in other mutual funds. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the example. See your Contract prospectus for more information about Contract charges.

The example assumes that you invest \$10,000 in the Portfolio for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and that the Portfolio's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

	1 Year	3 Years	5 Years	10 Years
PSF Small-Cap Stock Index Portfolio (formerly, Small Capitalization Stock Portfolio) Class I Shares	\$39	\$122	\$213	\$480
PSF Small-Cap Stock Index Portfolio (formerly, Small Capitalization Stock Portfolio) Class III Shares	\$63	\$199	\$346	\$774

Portfolio Turnover. The Portfolio pays transaction costs, such as commissions, when it buys and sells securities (or "turns over" its portfolio). A higher portfolio turnover rate may indicate higher transaction costs. These costs, which are not reflected in annual portfolio operating expenses or in the example, affect the Portfolio's performance. During the Portfolio's most recent fiscal year ended December 31, the Portfolio's portfolio turnover rate was 18% of the average value of its portfolio.

INVESTMENTS, RISKS AND PERFORMANCE

Principal Investment Strategies. In pursuing its investment objective, the Portfolio normally invests at least 80% of its assets (net assets plus any borrowings made for investment purposes) in all or a representative sample of the stocks in the S&P SmallCap 600 Index.

The Portfolio invests primarily in equity securities of publicly-traded companies with small market capitalizations. The Portfolio is not “managed” in the traditional sense of using market and economic analyses to select stocks. Rather, the holdings and weightings that comprise the Portfolio’s assets are generally based on that of the benchmark S&P SmallCap 600 Index.

Principal Risks of Investing in the Portfolio. The risks summarized below are the principal risks of investing in the Portfolio. All investments have risks to some degree, and it is possible that you could lose money by investing in the Portfolio. An investment in the Portfolio is not a deposit with a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. While the Portfolio makes every effort to achieve its objective, the Portfolio cannot guarantee success. The order of the below risk factors does not indicate the significance of any particular risk factor.

Derivatives Risk. A derivative is a financial contract, the value of which depends upon, or is derived from, the value of one or more underlying investments, such as an asset, reference rate, or index. The use of derivatives is a highly specialized activity that involves a variety of risks in addition to and greater than those associated with investing directly in securities, including the risk that: the party on the other side of a derivative transaction will be unable to honor its financial obligation; leverage created by investing in derivatives may result in losses to the Portfolio; derivatives may be difficult or impossible for the Portfolio to buy or sell at an opportune time or price, and may be difficult to terminate or otherwise offset; derivatives used for hedging may reduce or magnify losses but also may reduce or eliminate gains; and the price of commodity-linked derivatives may be more volatile than the prices of traditional equity and debt securities.

Economic and Market Events Risk. Events in the US and global financial markets, including actions taken by the US Federal Reserve or foreign central banks to stimulate or stabilize economic growth, may at times result in periods of unusually high volatility in a market or a segment of a market, which could negatively impact performance. Reduced liquidity in credit and fixed income markets could adversely affect issuers worldwide.

Equity Securities Risk. The value of a particular stock or equity-related security held by the Portfolio could fluctuate, perhaps greatly, in response to a number of factors, such as changes in the issuer’s financial condition or the value of the equity markets or a sector of those markets. Such events may result in losses to the Portfolio. In addition, due to decreases in liquidity, the Portfolio may be unable to sell its securities holdings within a reasonable time at the price it values the security or at any price.

Expense Risk. The actual cost of investing in the Portfolio may be higher than the expenses shown in the “Annual Portfolio Operating Expenses” table above for a variety of reasons, including, for example, if the Portfolio’s average net assets decrease.

Index Tracking Risk. The Portfolio’s ability to track the performance and/or holdings and weightings of an index with a high degree of correlation may be affected by, among other things, transaction costs and shareholder purchases and redemptions.

Liquidity and Valuation Risk. The Portfolio may hold one or more securities for which there are no or few buyers and sellers or the securities are subject to limitations on transfer. The Portfolio may be unable to sell those portfolio holdings at the desired time or price, and may have difficulty determining the value of such securities for the purpose of determining the Portfolio’s net asset value. In such cases, investments owned by the Portfolio may be valued at fair value pursuant to guidelines established by the Trust’s Board of Trustees. No assurance can be given that the fair value prices accurately reflect the value of the security. The Portfolio is subject to a liquidity risk management program, which limits the ability of the Portfolio to invest in illiquid investments.

Market and Management Risk. Markets in which the Portfolio invests may experience volatility and go down in value, and possibly sharply and unpredictably. Investment techniques, risk analyses and investment strategies, which may include quantitative models or methods, used by a subadviser in making investment decisions for the Portfolio are subject to human error and may not produce the intended or desired results. The value of the Portfolio’s investments may be negatively affected by the occurrence of domestic or global events, including war, terrorism, environmental disasters, natural disasters or events, political or civil instability, and public health emergencies (such as the spread of infectious diseases, pandemics, or epidemics), among others. Such events may reduce consumer demand or economic output, result in market closures, travel restrictions or quarantines, and significantly adversely impact the economy. There is no guarantee that the investment objective of the Portfolio will be achieved.

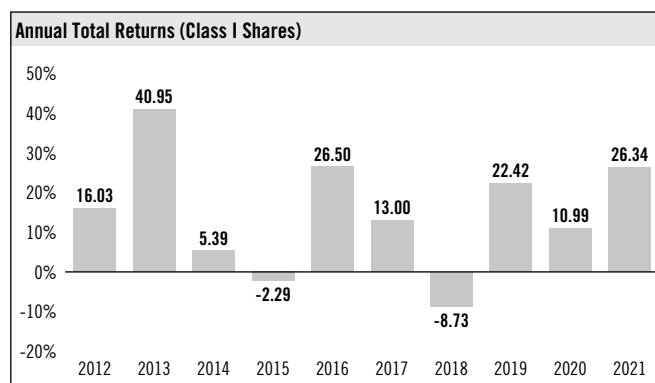
Regulatory Risk. The Portfolio is subject to a variety of laws and regulations which govern its operations. The Portfolio is subject to regulation by the Securities and Exchange Commission (the SEC), and depending on the Portfolio, the Commodity Futures Trading Commission (the CFTC). Similarly, the businesses and other issuers of the securities and other instruments in which the Portfolio invests are also subject to considerable regulation. Changes in laws and regulations may materially impact the Portfolio, a security, business, sector or market.

Small Sized Company Risk. Securities of small sized companies tend to be less liquid than those of larger, more established companies, which can have an adverse effect on the price of these securities and on the Portfolio's ability to sell these securities. The market price of such investments also may rise more in response to buying demand and fall more in response to selling pressure and be more volatile than investments in larger companies.

Past Performance. The bar chart and table provide some indication of the risks of investing in the Portfolio by showing changes in the Portfolio's performance from year to year and by showing how the Portfolio's average annual returns for 1, 5, and 10 years compare with those of a broad measure of market performance. Past performance does not mean that the Portfolio will achieve similar results in the future.

The annual returns and average annual returns shown in the chart and table are after deduction of expenses and do not include Contract charges. If Contract charges were included, the returns shown would have been lower than those shown. Consult your Contract prospectus for information about Contract charges.

Annual return information is provided only for Class I shares. Because all of the Portfolio's shares are invested in the same portfolio of securities, annual returns for Class III shares would be lower because Class III shares do not have the same expenses as Class I shares.



Best Quarter:		Worst Quarter:	
31.17%	4 th Quarter 2020	-32.67%	1 st Quarter 2020

Average Annual Total Returns (For the periods ended December 31, 2021)

	1 Year	5 Years	10 Years
PSF Small-Cap Stock Index Class I Shares	26.34%	12.10%	14.20%
Index			
S&P SmallCap 600 Index (reflects no deduction for fees, expenses or taxes)	26.82%	12.42%	14.50%

MANAGEMENT OF THE PORTFOLIO

Investment Manager	Subadviser	Portfolio Managers	Title	Service Date
PGIM Investments LLC	PGIM Quantitative Solutions LLC	Edward Louie	Vice President, Portfolio Manager	September 2016
		Edward J. Lithgow, CFA	Vice President, Portfolio Manager	May 2017
		Stacie Mintz, CFA	Managing Director, Co-Head of the Quantitative Equity team and Portfolio Manager	February 2021

TAX INFORMATION

Contract owners should consult their Contract prospectus for information on the federal tax consequences to them. In addition, Contract owners may wish to consult with their own tax advisors as to the tax consequences of investments in the Contracts and the Portfolio, including the application of state and local taxes. The Portfolio currently intends to be treated as a partnership for federal income tax purposes. As a result, the Portfolio's income, gains, losses, deductions, and credits are "passed through" pro rata directly to the Participating Insurance Companies and retain the same character for federal income tax purposes.

FINANCIAL INTERMEDIARY COMPENSATION

If you purchase your Contract through a broker-dealer or other financial intermediary (such as a bank), the Participating Insurance Company, the Portfolio or their related companies may pay the intermediary for the sale of the Contract, the selection of the Portfolio and related services. These payments may create a conflict of interest by influencing the

broker-dealer or other intermediary and your salesperson to recommend the Contract over another investment or insurance product, or to recommend the Portfolio over another investment option under the Contract. Ask your salesperson or visit your financial intermediary's website for more information.

By Mail:	The Prudential Series Fund, 655 Broad Street, Newark, NJ 07102
By Telephone:	1-800-346-3778
On the Internet:	www.prudential.com/variableinsuranceportfolios



Prudential Series Fund

PSF Stock Index Portfolio
(Class I Shares)

PSF STOCK INDEX PORTFOLIO



SUMMARY PROSPECTUS • APRIL 25, 2022

Before you invest, you may want to review the Portfolio's Prospectus, which contains more information about the Portfolio and its risks. You can find the Portfolio's Prospectus, Statement of Additional Information (SAI), Annual Report and other information about the Portfolio online at www.prudential.com/variableinsuranceportfolios. You can also get this information at no cost by calling 1-800-346-3778 or by sending an e-mail to service@prudential.com. The Portfolio's Prospectus and SAI, both dated April 25, 2022, as supplemented and amended from time to time, and the Portfolio's most recent shareholder report, dated December 31, 2021 are all hereby incorporated by reference into (legally made a part of) this Summary Prospectus.

INVESTMENT OBJECTIVE

The investment objective of the Portfolio is to achieve investment results that generally correspond to the performance of publicly-traded common stocks.

PORTFOLIO FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you invest in shares of the Portfolio. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the table. See your Contract prospectus for more information about Contract charges.

Annual Portfolio Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)		
	Class I Shares	Class III Shares
Management Fees	0.28%	0.28%
+ Distribution and/or Service Fees (12b-1 Fees)	None	0.25%
+ Other Expenses	0.01%	0.01%
= Total Annual Portfolio Operating Expenses	0.29%	0.54%

Example. The following example is intended to help you compare the cost of investing in the Portfolio with the cost of investing in other mutual funds. The table does not include Contract charges. Because Contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the example. See your Contract prospectus for more information about Contract charges.

The example assumes that you invest \$10,000 in the Portfolio for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and that the Portfolio's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

	1 Year	3 Years	5 Years	10 Years
PSF Stock Index Portfolio (formerly, Stock Index Portfolio) Class I Shares	\$30	\$93	\$163	\$368
PSF Stock Index Portfolio (formerly, Stock Index Portfolio) Class III Shares	\$55	\$173	\$302	\$677

Portfolio Turnover. The Portfolio pays transaction costs, such as commissions, when it buys and sells securities (or "turns over" its portfolio). A higher portfolio turnover rate may indicate higher transaction costs. These costs, which are not reflected in annual portfolio operating expenses or in the example, affect the Portfolio's performance. During the Portfolio's most recent fiscal year ended December 31, the Portfolio's portfolio turnover rate was 2% of the average value of its portfolio.

INVESTMENTS, RISKS AND PERFORMANCE

Principal Investment Strategies. In pursuing its investment objective, the Portfolio normally invests at least 80% its assets (net assets plus any borrowings made for investment purposes) in common stocks of companies that comprise the S&P 500 Index.

The S&P 500 Index represents more than 70% of the total market value of all publicly-traded common stocks. The Portfolio is not “managed” in the traditional sense of using market and economic analyses to select stocks. Rather, the portfolio managers generally purchase stocks in proportion to their weighting in the S&P 500 Index.

Principal Risks of Investing in the Portfolio. The risks summarized below are the principal risks of investing in the Portfolio. All investments have risks to some degree, and it is possible that you could lose money by investing in the Portfolio. An investment in the Portfolio is not a deposit with a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. While the Portfolio makes every effort to achieve its objective, the Portfolio cannot guarantee success. The order of the below risk factors does not indicate the significance of any particular risk factor.

Derivatives Risk. A derivative is a financial contract, the value of which depends upon, or is derived from, the value of one or more underlying investments, such as an asset, reference rate, or index. The use of derivatives is a highly specialized activity that involves a variety of risks in addition to and greater than those associated with investing directly in securities, including the risk that: the party on the other side of a derivative transaction will be unable to honor its financial obligation; leverage created by investing in derivatives may result in losses to the Portfolio; derivatives may be difficult or impossible for the Portfolio to buy or sell at an opportune time or price, and may be difficult to terminate or otherwise offset; derivatives used for hedging may reduce or magnify losses but also may reduce or eliminate gains; and the price of commodity-linked derivatives may be more volatile than the prices of traditional equity and debt securities.

Economic and Market Events Risk. Events in the US and global financial markets, including actions taken by the US Federal Reserve or foreign central banks to stimulate or stabilize economic growth, may at times result in periods of unusually high volatility in a market or a segment of a market, which could negatively impact performance. Reduced liquidity in credit and fixed income markets could adversely affect issuers worldwide.

Equity Securities Risk. The value of a particular stock or equity-related security held by the Portfolio could fluctuate, perhaps greatly, in response to a number of factors, such as changes in the issuer’s financial condition or the value of the equity markets or a sector of those markets. Such events may result in losses to the Portfolio. In addition, due to decreases in liquidity, the Portfolio may be unable to sell its securities holdings within a reasonable time at the price it values the security or at any price.

Expense Risk. The actual cost of investing in the Portfolio may be higher than the expenses shown in the “Annual Portfolio Operating Expenses” table above for a variety of reasons, including, for example, if the Portfolio’s average net assets decrease.

Index Tracking Risk. The Portfolio’s ability to track the performance and/or holdings and weightings of an index with a high degree of correlation may be affected by, among other things, transaction costs and shareholder purchases and redemptions.

Large Company Risk. Large-capitalization stocks as a group could fall out of favor with the market, causing the Portfolio to underperform investments that focus on small- or medium-capitalization stocks. Larger, more established companies may be slow to respond to challenges and may grow more slowly than smaller companies.

Liquidity and Valuation Risk. The Portfolio may hold one or more securities for which there are no or few buyers and sellers or the securities are subject to limitations on transfer. The Portfolio may be unable to sell those portfolio holdings at the desired time or price, and may have difficulty determining the value of such securities for the purpose of determining the Portfolio’s net asset value. In such cases, investments owned by the Portfolio may be valued at fair value pursuant to guidelines established by the Trust’s Board of Trustees. No assurance can be given that the fair value prices accurately reflect the value of the security. The Portfolio is subject to a liquidity risk management program, which limits the ability of the Portfolio to invest in illiquid investments.

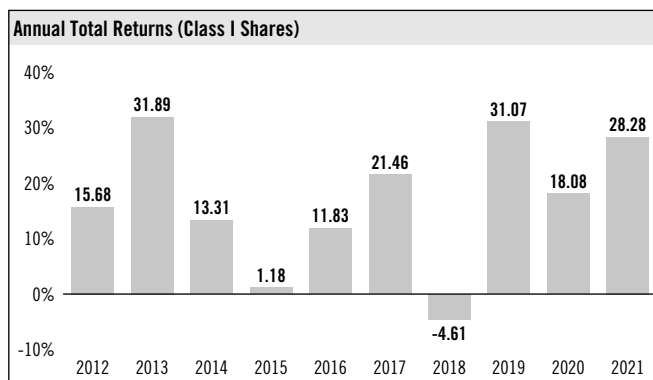
Market and Management Risk. Markets in which the Portfolio invests may experience volatility and go down in value, and possibly sharply and unpredictably. Investment techniques, risk analyses and investment strategies, which may include quantitative models or methods, used by a subadviser in making investment decisions for the Portfolio are subject to human error and may not produce the intended or desired results. The value of the Portfolio’s investments may be negatively affected by the occurrence of domestic or global events, including war, terrorism, environmental disasters, natural disasters or events, political or civil instability, and public health emergencies (such as the spread of infectious diseases, pandemics, or epidemics), among others. Such events may reduce consumer demand or economic output, result in market closures, travel restrictions or quarantines, and significantly adversely impact the economy. There is no guarantee that the investment objective of the Portfolio will be achieved.

Regulatory Risk. The Portfolio is subject to a variety of laws and regulations which govern its operations. The Portfolio is subject to regulation by the Securities and Exchange Commission (the SEC), and depending on the Portfolio, the Commodity Futures Trading Commission (the CFTC). Similarly, the businesses and other issuers of the securities and other instruments in which the Portfolio invests are also subject to considerable regulation. Changes in laws and regulations may materially impact the Portfolio, a security, business, sector or market.

Past Performance. The bar chart and table provide some indication of the risks of investing in the Portfolio by showing changes in the Portfolio's performance from year to year and by showing how the Portfolio's average annual returns for 1, 5, and 10 years compare with those of a broad measure of market performance. Past performance does not mean that the Portfolio will achieve similar results in the future.

The annual returns and average annual returns shown in the chart and table are after deduction of expenses and do not include Contract charges. If Contract charges were included, the returns shown would have been lower than those shown. Consult your Contract prospectus for information about Contract charges.

Annual return information is provided only for Class I shares. Because all of the Portfolio's shares are invested in the same portfolio of securities, annual returns for Class III shares would be lower because Class III shares do not have the same expenses as Class I shares.



Best Quarter:		Worst Quarter:	
20.51%	2 nd Quarter 2020	-19.67%	1 st Quarter 2020

Average Annual Total Returns (For the periods ended December 31, 2021)

	1 Year	5 Years	10 Years
PSF Stock Index Class I shares	28.28%	18.13%	16.23%
Index			
S&P 500 Index (reflects no deduction for fees, expenses or taxes)	28.70%	18.47%	16.54%

MANAGEMENT OF THE PORTFOLIO

Investment Manager	Subadviser	Portfolio Managers	Title	Service Date
PGIM Investments LLC	PGIM Quantitative Solutions LLC	Edward Louie	Vice President, Portfolio Manager	September 2016
		Edward J. Lithgow, CFA	Vice President, Portfolio Manager	May 2017
		Stacie Mintz, CFA	Managing Director, Co-Head of the Quantitative Equity team and Portfolio Manager	February 2021

TAX INFORMATION

Contract owners should consult their Contract prospectus for information on the federal tax consequences to them. In addition, Contract owners may wish to consult with their own tax advisors as to the tax consequences of investments in the Contracts and the Portfolio, including the application of state and local taxes. The Portfolio currently intends to be treated as a partnership for federal income tax purposes. As a result, the Portfolio's income, gains, losses, deductions, and credits are "passed through" pro rata directly to the Participating Insurance Companies and retain the same character for federal income tax purposes.

FINANCIAL INTERMEDIARY COMPENSATION

If you purchase your Contract through a broker-dealer or other financial intermediary (such as a bank), the Participating Insurance Company, the Portfolio or their related companies may pay the intermediary for the sale of the Contract, the selection of the Portfolio and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Contract over another investment or insurance product, or to recommend the Portfolio over another investment option under the Contract. Ask your salesperson or visit your financial intermediary's website for more information.

By Mail:	The Prudential Series Fund, 655 Broad Street, Newark, NJ 07102
By Telephone:	1-800-346-3778
On the Internet:	www.prudential.com/variableinsuranceportfolios



T. Rowe Price Equity Series, Inc.

T. Rowe Price All-Cap Opportunities Portfolio



SUMMARY PROSPECTUS

May 1, 2022

T. ROWE PRICE

All-Cap Opportunities Portfolio

The fund is only available as an investment option for variable annuity and variable life insurance contracts.

The Securities and Exchange Commission (SEC) has not approved or disapproved these securities or passed upon the adequacy of this prospectus. Any representation to the contrary is a criminal offense.

Before you invest, you may want to review the fund's prospectus, which contains more information about the fund and its risks. You can find the fund's prospectus, shareholder reports, and other information about the fund online at [troweprice.com/prospectus](https://www.troweprice.com/prospectus). You can also get this information at no cost by calling **1-800-638-8790**, by sending an e-mail request to info@troweprice.com, or by contacting your insurance company. This Summary Prospectus incorporates by reference the fund's prospectus, dated May 1, 2022, as amended or supplemented, and Statement of Additional Information, dated May 1, 2022, as amended or supplemented.

Investment Objective(s)

The fund seeks to provide long-term capital growth by investing primarily in the common stocks of growth companies.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy, hold, and sell shares of the fund. **There may be additional expenses that apply, as described in your insurance contract prospectus, which are not reflected in the table or the example below.**

Fees and Expenses of the Fund

	Annual fund operating expenses (expenses that you pay each year as a percentage of the value of your investment)
Management fees	0.85 % ^a
Other expenses	—
Total annual fund operating expenses	0.85
Fee waiver/expense reimbursement	(0.05) ^a
Total annual fund operating expenses after fee waiver/expense reimbursement	0.80^a

^a T. Rowe Price Associates, Inc., has contractually agreed (at least through April 30, 2023) to waive a portion of the fund's management fees in order to limit the fund's management fees to 0.80% of the fund's average daily net assets. Thereafter, this agreement will automatically renew for one-year terms unless terminated or modified by the fund's Board of Directors. Fees waived and expenses paid under this agreement are not subject to reimbursement to T. Rowe Price Associates, Inc., by the fund.

Example This example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods, that your investment has a 5% return each year, and that the fund's operating expenses remain the same. The example also assumes that any current expense limitation arrangement remains in place for the period noted in the previous table; therefore, the figures have been adjusted to reflect fee waivers or expense reimbursements only in the periods for which the expense limitation arrangement is expected to continue. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	3 Years	5 Years	10 Years
	\$ 82	\$ 266	\$ 466	\$ 1,044

Portfolio Turnover The fund pays transaction costs, such as commissions, when it buys and sells securities (or "turns over" its portfolio). A higher portfolio turnover rate may indicate higher transaction costs and may result in higher taxes when the fund's shares are held in a taxable account. These costs, which are not reflected in annual fund operating expenses or in the example, affect the fund's performance. During the most recent fiscal year, the fund's portfolio turnover rate was 73.1% of the average value of its portfolio.

Investments, Risks, and Performance

Principal Investment Strategies

The fund invests primarily (at least 65% of its total assets) in common stocks of U.S. companies operating in those sectors of the economy that, in T. Rowe Price's view, are the fastest growing or have the greatest growth potential. While the fund generally takes a growth approach to stock selection, the fund has the flexibility to opportunistically invest in companies with either growth or value characteristics. The U.S. economy continues to evolve, in part because of the application of new technologies and scientific advances. Growing companies that are positioned to benefit from dynamic technological, social, medical, and business developments that help define the current U.S. economic landscape can be found across an array of industries. The fund's allocation to industry sectors will generally reflect such factors as the overall revenue growth of the component companies in a sector and the sector's contribution to U.S. gross domestic product from year to year.

Holdings range from large-cap to small-cap companies. In selecting stocks, the adviser looks for many characteristics, typically including, but not limited to:

- earnings growth rates that generally exceed that of the average company in the Russell 3000[®] Index;
- favorable company fundamentals, such as a strong balance sheet, sound business strategy, and promising competitive positioning;
- effective management; or

- stock valuations, such as price/earnings or price/cash flow ratios, that seem reasonable relative to the company's prospects.

The fund may at times invest significantly in certain sectors, such as the information technology, consumer discretionary, and healthcare sectors.

While most assets will typically be invested in U.S. common stocks, the fund may invest in foreign stocks in keeping with its objective(s).

Principal Risks

As with any fund, there is no guarantee that the fund will achieve its objective(s). The fund's share price fluctuates, which means you could lose money by investing in the fund. The principal risks of investing in this fund, which may be even greater in bad or uncertain market conditions, are summarized as follows:

Stock investing Stocks generally fluctuate in value more than bonds and may decline significantly over short time periods. There is a chance that stock prices overall will decline because stock markets tend to move in cycles, with periods of rising and falling prices. The value of stocks held by the fund may decline due to general weakness or volatility in the stock markets in which the fund invests or because of factors that affect a particular company or industry.

Growth investing The fund's growth approach to investing could cause it to underperform other stock funds that employ a different investment style. Growth stocks tend to be more volatile than certain other types of stocks, and their prices may fluctuate more dramatically than the overall stock market. A stock with growth characteristics can have sharp price declines due to decreases in current or expected earnings and may lack dividends that can help cushion its share price in a declining market.

Market conditions The value of the fund's investments may decrease, sometimes rapidly or unexpectedly, due to factors affecting an issuer held by the fund, particular industries, or the overall securities markets. A variety of factors can increase the volatility of the fund's holdings and markets generally, including political or regulatory developments, recessions, inflation, rapid interest rate changes, war, military conflict, or acts of terrorism, natural disasters, and outbreaks of infectious illnesses or other widespread public health issues such as the coronavirus pandemic and related governmental and public responses (including sanctions). Certain events may cause instability across global markets, including reduced liquidity and disruptions in trading markets, while some events may affect certain geographic regions, countries, sectors, and industries more significantly than others. Government intervention in markets may impact interest rates, market volatility, and security pricing. These adverse developments may cause broad declines in market value due to short-term market movements or for significantly longer periods during more prolonged market downturns.

Sector exposure At times, the fund may have a significant portion of its assets invested in securities of issuers conducting business in a broadly related group of industries within the same economic sector. Issuers in the same economic sector may be similarly affected by economic or market events, making the fund more vulnerable to unfavorable developments in that economic sector than funds that invest more broadly.

Information technology sector Information technology companies face intense competition, both domestically and internationally, which may have an adverse effect on their profit margins. Like other technology companies, information technology companies may have limited product lines, markets, financial resources, or personnel. The products of information technology companies may face obsolescence due to rapid technological developments, frequent new product introduction, unpredictable changes in growth rates, and competition for the services of qualified personnel. Companies in the information technology sector are heavily dependent on patent and intellectual property rights. The loss or impairment of these rights may adversely affect the profitability of these companies.

Consumer discretionary sector Companies in the consumer discretionary sector are generally considered to sell nonessential goods and services, and their stocks tend to be more cyclical than consumer staples stocks. Since consumer discretionary companies produce products that consumers do not need to purchase, their sales and profits tend to grow when the economy is growing and lag when consumers are worried about the economy.

Healthcare sector The profitability of healthcare companies may be adversely affected by extensive government regulations, restrictions on government reimbursement for medical expenses, rising costs of medical products and services, pricing pressure, an increased emphasis on outpatient services, a limited number of products, industry innovation, changes in technologies and other market developments. A number of issuers in the healthcare sector have recently merged or otherwise experienced consolidation. The effects of this trend toward consolidation are unknown and may be far-reaching. Many healthcare companies are heavily dependent on patent protection. The expiration of a company's patents may adversely affect that company's profitability. Many healthcare companies are subject to extensive litigation based on product liability and similar claims. Healthcare companies are subject to competitive forces that may make it difficult to raise prices and, in fact, may result in price discounting. Many new products in the

healthcare sector may be subject to regulatory approvals. The process of obtaining such approvals may be long and costly, and such efforts ultimately may be unsuccessful. Companies in the healthcare sector may be thinly capitalized and may be susceptible to product obsolescence.

Foreign investing Investments in the securities of non-U.S. issuers may be adversely affected by local, political, social, and economic conditions overseas; greater volatility; reduced liquidity; or decreases in foreign currency values relative to the U.S. dollar. The risks of investing outside the U.S. are heightened for any investments in emerging markets, which are susceptible to greater volatility than investments in developed markets.

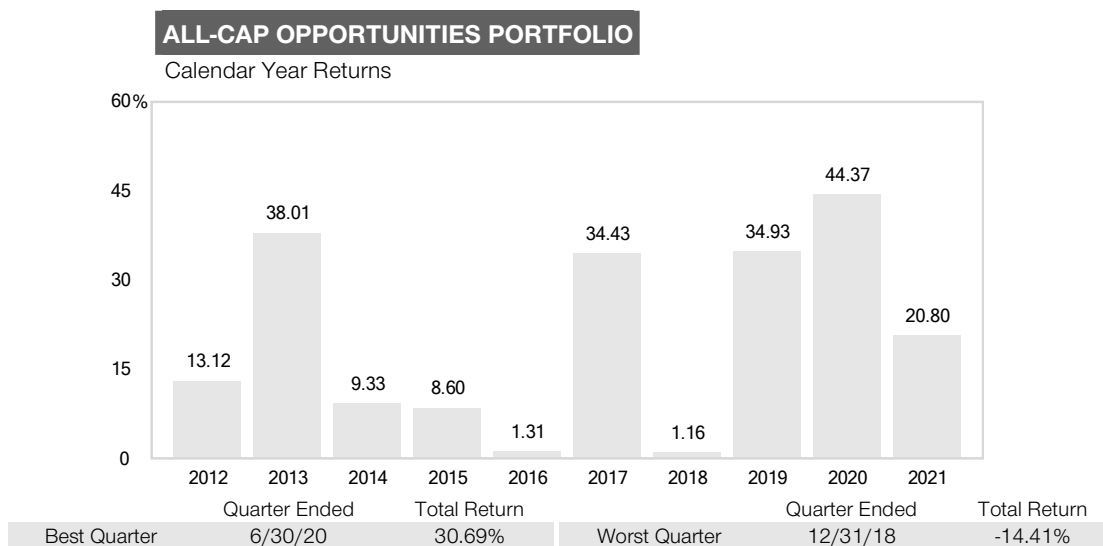
Active management The fund's overall investment program and holdings selected by the fund's investment adviser may underperform the broad markets, relevant indices, or other funds with similar objectives and investment strategies.

Cybersecurity breaches The fund could be harmed by intentional cyberattacks and other cybersecurity breaches, including unauthorized access to the fund's assets, customer data and confidential shareholder information, or other proprietary information. In addition, a cybersecurity breach could cause one of the fund's service providers or financial intermediaries to suffer unauthorized data access, data corruption, or loss of operational functionality.

Performance

The following performance information provides some indication of the risks of investing in the fund. The fund's performance information represents only past performance and is not necessarily an indication of future results.

The following bar chart illustrates how much returns can differ from year to year by showing calendar year returns and the best and worst calendar quarter returns during those years for the fund.



The following table shows the average annual total returns for the fund, and also compares the returns with the returns of a relevant broad-based market index, as well as with the returns of one or more comparative indexes that have investment characteristics similar to those of the fund, if applicable.

Average Annual Total Returns

	Periods ended December 31, 2021			Inception date
	1 Year	5 Years	10 Years	
All-Cap Opportunities Portfolio	20.80 %	26.19 %	19.64 %	03/31/1994
Russell 3000® Index (reflects no deduction for fees, expenses, or taxes)	25.66	17.97	16.30	
Lipper Variable Annuity Underlying Multi-Cap Growth Funds Average	14.22	22.39	17.46	

Updated performance information is available through troweprice.com.

Management

Investment Adviser T. Rowe Price Associates, Inc. (T. Rowe Price or Price Associates)

Portfolio Manager	Title	Managed Fund Since	Joined Investment Adviser
Justin P. White	Chair of Investment Advisory Committee	2016	2008

Purchase and Sale of Fund Shares

The fund is not sold directly to the general public but is instead offered as an underlying investment option for variable annuity or variable life insurance contracts. Although the fund does not require a minimum amount for initial or subsequent purchases from insurance companies, your insurance company may impose investment minimums for your purchases of the fund.

You may purchase, redeem, or exchange shares of the fund on any day the New York Stock Exchange is open for business. You must purchase, redeem, and exchange shares through your insurance company.

Tax Information

The fund distributes any dividends and capital gains to its shareholders, which are the insurance company separate accounts that sponsor your variable annuity or variable life insurance contract. Variable product owners seeking to understand the tax consequences of their investment, including redemptions of fund shares and the impact of dividend and capital gains distributions by the fund, should consult with the insurance company that issued their variable product or refer to their variable annuity or variable life insurance contract prospectus.

Payments to Insurance Companies, Broker-Dealers, and Other Financial Intermediaries

The fund is generally available only through variable annuity or variable life insurance contracts. The fund and/or its related companies may make payments to a sponsoring insurance company or other financial intermediary for the sale of fund shares and related services. These payments may create a conflict of interest by influencing the insurance company or other financial intermediary to recommend the fund over another investment option or by influencing an insurance company to include the fund as an underlying investment option in a variable contract. The prospectus (or other offering document) for your variable contract may contain additional information about these payments. Ask your insurance company or financial intermediary, or visit your insurance company's or financial intermediary's website, for more information.

T.RowePrice®

T. Rowe Price Associates, Inc.
100 East Pratt Street
Baltimore, MD 21202

E302-045 5/1/22

T. Rowe Price Equity Series, Inc.

T. Rowe Price Mid-Cap Growth Portfolio



SUMMARY PROSPECTUS

May 1, 2022

T. ROWE PRICE

Mid-Cap Growth Portfolio

Mid-Cap Growth Portfolio

Mid-Cap Growth Portfolio—II Class

The fund is only available as an investment option for variable annuity and variable life insurance contracts.

The Securities and Exchange Commission (SEC) has not approved or disapproved these securities or passed upon the adequacy of this prospectus. Any representation to the contrary is a criminal offense.

Before you invest, you may want to review the fund's prospectus, which contains more information about the fund and its risks. You can find the fund's prospectus, shareholder reports, and other information about the fund online at troweprice.com/prospectus. You can also get this information at no cost by calling **1-800-638-8790**, by sending an e-mail request to info@troweprice.com, or by contacting your insurance company. This Summary Prospectus incorporates by reference the fund's prospectus, dated May 1, 2022, as amended or supplemented, and Statement of Additional Information, dated May 1, 2022, as amended or supplemented.

Investment Objective(s)

The fund seeks to provide long-term capital appreciation by investing in mid-cap stocks with potential for above-average earnings growth.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy, hold, and sell shares of the fund. **There may be additional expenses that apply, as described in your insurance contract prospectus, which are not reflected in the table or the example below.**

Fees and Expenses of the Fund

	Portfolio	Portfolio—II Class
Annual fund operating expenses (expenses that you pay each year as a percentage of the value of your investment)		
Management fees	0.85 % ^a	0.85 % ^a
Distribution and service (12b-1) fees	—	0.25
Other expenses	—	—
Total annual fund operating expenses	0.85	1.10
Fee waiver/expense reimbursement	(0.01) ^a	(0.01) ^a
Total annual fund operating expenses after fee waiver/expense reimbursement	0.84^a	1.09^a

^a T. Rowe Price Associates, Inc., has contractually agreed (at least through April 30, 2023) to waive a portion of the fund's management fees in order to limit the fund's management fees to 0.84% of the fund's average daily net assets. Thereafter, this agreement will automatically renew for one-year terms unless terminated or modified by the fund's Board of Directors. Fees waived and expenses paid under this agreement are not subject to reimbursement to T. Rowe Price Associates, Inc., by the fund.

Example This example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods, that your investment has a 5% return each year, and that the fund's operating expenses remain the same. The example also assumes that any current expense limitation arrangement remains in place for the period noted in the previous table; therefore, the figures have been adjusted to reflect fee waivers or expense reimbursements only in the periods for which the expense limitation arrangement is expected to continue. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	3 Years	5 Years	10 Years
Portfolio	\$ 86	\$ 270	\$ 470	\$ 1,048
Portfolio—II Class	111	\$ 349	\$ 606	\$ 1,341

Portfolio Turnover The fund pays transaction costs, such as commissions, when it buys and sells securities (or "turns over" its portfolio). A higher portfolio turnover rate may indicate higher transaction costs and may result in higher taxes when the fund's shares are held in a taxable account. These costs, which are not reflected in annual fund operating expenses or in the example, affect the fund's performance. During the most recent fiscal year, the fund's portfolio turnover rate was 18.8% of the average value of its portfolio.

Investments, Risks, and Performance

Principal Investment Strategies

The fund will normally invest at least 80% of its net assets (including any borrowings for investment purposes) in a diversified portfolio of common stocks of mid-cap companies whose earnings T. Rowe Price expects to grow at a faster rate than the average company.

The fund defines mid-cap companies as those whose market capitalization (number of shares outstanding multiplied by share price) falls within the range of either the S&P MidCap 400[®] Index or the Russell Midcap[®] Growth Index. As of December 31, 2021, the market capitalization ranges for the S&P MidCap 400[®] Index and the Russell Midcap[®] Growth Index were approximately \$1.74 billion to \$33.68 billion, and \$1.22 billion to \$58.76 billion, respectively. The market capitalization of the companies in the fund's portfolio and the S&P and Russell indices changes over time; the fund will not automatically sell or cease to purchase stock of a company it holds just because the company's market capitalization grows or falls outside these index ranges.

As “growth” investors, the fund’s manager believes that when a company’s earnings grow faster than both inflation and the overall economy, the market will eventually reward it with a higher stock price.

In selecting investments, we generally favor companies with one or more of the following:

- proven products or services;
- a record of above-average earnings growth;
- demonstrated potential to sustain earnings growth;
- connection to an industry experiencing increasing demand; or
- stock prices that appear to undervalue their growth prospects.

The fund’s investments may include holdings in privately held companies and companies that only recently began to trade publicly.

Principal Risks

As with any fund, there is no guarantee that the fund will achieve its objective(s). The fund’s share price fluctuates, which means you could lose money by investing in the fund. The principal risks of investing in this fund, which may be even greater in bad or uncertain market conditions, are summarized as follows:

Mid-cap stocks Investments in securities issued by mid-cap companies are likely to be more volatile than investments in securities issued by larger companies. Medium-sized companies may have less seasoned management, narrower product lines, and less capital reserves and liquidity than larger companies, and are therefore more sensitive to economic, market, and industry changes.

Growth investing The fund’s growth approach to investing could cause it to underperform other stock funds that employ a different investment style. Growth stocks tend to be more volatile than certain other types of stocks, and their prices may fluctuate more dramatically than the overall stock market. A stock with growth characteristics can have sharp price declines due to decreases in current or expected earnings and may lack dividends that can help cushion its share price in a declining market.

Stock investing Stocks generally fluctuate in value more than bonds and may decline significantly over short time periods. There is a chance that stock prices overall will decline because stock markets tend to move in cycles, with periods of rising and falling prices. The value of stocks held by the fund may decline due to general weakness or volatility in the stock markets in which the fund invests or because of factors that affect a particular company or industry.

Market conditions The value of the fund’s investments may decrease, sometimes rapidly or unexpectedly, due to factors affecting an issuer held by the fund, particular industries, or the overall securities markets. A variety of factors can increase the volatility of the fund’s holdings and markets generally, including political or regulatory developments, recessions, inflation, rapid interest rate changes, war, military conflict, or acts of terrorism, natural disasters, and outbreaks of infectious illnesses or other widespread public health issues such as the coronavirus pandemic and related governmental and public responses (including sanctions). Certain events may cause instability across global markets, including reduced liquidity and disruptions in trading markets, while some events may affect certain geographic regions, countries, sectors, and industries more significantly than others. Government intervention in markets may impact interest rates, market volatility, and security pricing. These adverse developments may cause broad declines in market value due to short-term market movements or for significantly longer periods during more prolonged market downturns.

Sector exposure At times, the fund may have a significant portion of its assets invested in securities of issuers conducting business in a broadly related group of industries within the same economic sector. Issuers in the same economic sector may be similarly affected by economic or market events, making the fund more vulnerable to unfavorable developments in that economic sector than funds that invest more broadly.

Private placements and IPOs Investments in the stocks of privately held companies and in companies that only recently began to publicly trade, such as initial public offerings or IPOs, involve greater risks than investments in stocks of companies that have traded publicly on an exchange for extended time periods. There is significantly less information available about these companies’ business models, quality of management, earnings growth potential, and other criteria that are normally considered when evaluating the investment prospects of a company. Private placements and other restricted securities held by the fund are typically considered to be illiquid and tend to be difficult to value since there are no market prices and less overall financial information available. The adviser evaluates a variety of factors when assigning a value to these holdings, but the determination involves some degree of subjectivity and the value assigned for the fund may differ from the value assigned by other mutual funds holding the same security.

Liquidity A particular investment or an entire market segment may become less liquid or even illiquid, sometimes abruptly, which could limit the fund’s ability to purchase or sell holdings in a timely manner at a desired price. An inability to sell a portfolio holding

can adversely affect the fund's overall value or prevent the fund from being able to take advantage of other investment opportunities. Liquidity risk may be magnified during periods of substantial market volatility and unexpected episodes of illiquidity may limit the fund's ability to pay redemption proceeds without selling holdings at an unfavorable time or at a suitable price. Large redemptions may also have a negative impact on the fund's overall liquidity.

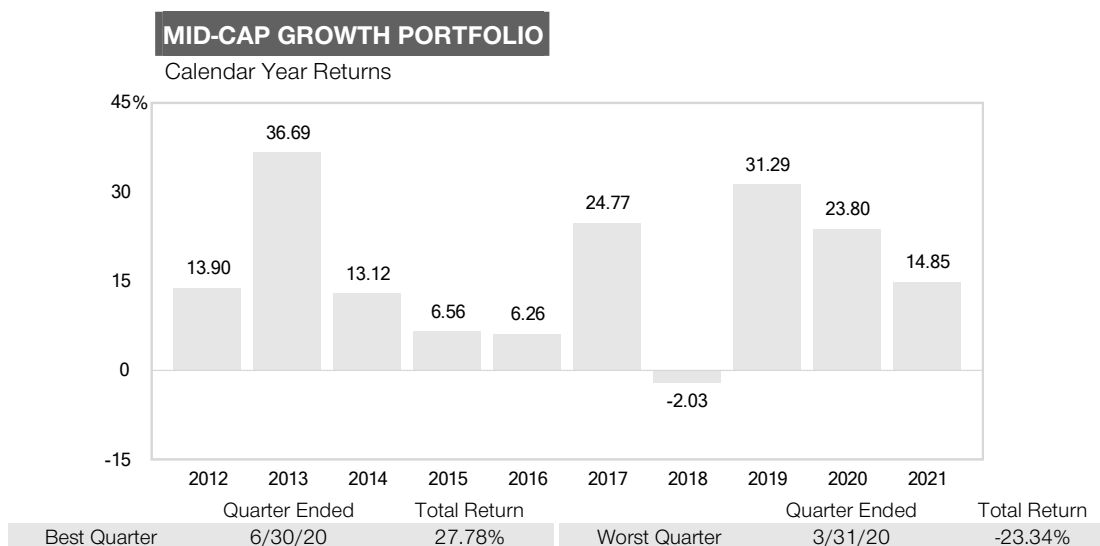
Active management The fund's overall investment program and holdings selected by the fund's investment adviser may underperform the broad markets, relevant indices, or other funds with similar objectives and investment strategies.

Cybersecurity breaches The fund could be harmed by intentional cyberattacks and other cybersecurity breaches, including unauthorized access to the fund's assets, customer data and confidential shareholder information, or other proprietary information. In addition, a cybersecurity breach could cause one of the fund's service providers or financial intermediaries to suffer unauthorized data access, data corruption, or loss of operational functionality.

Performance

The following performance information provides some indication of the risks of investing in the fund. The fund's performance information represents only past performance and is not necessarily an indication of future results.

The following bar chart illustrates how much returns can differ from year to year by showing calendar year returns and the best and worst calendar quarter returns during those years for the fund's Portfolio Class. Returns for other share classes vary since they have different expenses.



The following table shows the average annual total returns for the fund, and also compares the returns with the returns of a relevant broad-based market index, as well as with the returns of one or more comparative indexes that have investment characteristics similar to those of the fund, if applicable.

Average Annual Total Returns

	Periods ended December 31, 2021			Inception date
	1 Year	5 Years	10 Years	
Portfolio	14.85 %	17.94 %	16.36 %	12/31/1996
Portfolio—II Class	14.57	17.64	16.07	04/30/2002
Russell Midcap® Growth Index (reflects no deduction for fees, expenses, or taxes)	12.73	19.83	16.63	
Lipper Variable Annuity Underlying Mid-Cap Growth Funds Average	13.32	19.96	15.78	

Updated performance information is available through troweprice.com.

Management

Investment Adviser T. Rowe Price Associates, Inc. (T. Rowe Price or Price Associates)

Investment Subadviser T. Rowe Price Investment Management, Inc. (Price Investment Management)

Portfolio Manager	Title	Managed Fund Since	Joined Investment Adviser
Brian W.H. Berghuis	Chair of Investment Advisory Committee	1996	1985

Purchase and Sale of Fund Shares

The fund is not sold directly to the general public but is instead offered as an underlying investment option for variable annuity or variable life insurance contracts. Although the fund does not require a minimum amount for initial or subsequent purchases from insurance companies, your insurance company may impose investment minimums for your purchases of the fund.

You may purchase, redeem, or exchange shares of the fund on any day the New York Stock Exchange is open for business. You must purchase, redeem, and exchange shares through your insurance company.

Tax Information

The fund distributes any dividends and capital gains to its shareholders, which are the insurance company separate accounts that sponsor your variable annuity or variable life insurance contract. Variable product owners seeking to understand the tax consequences of their investment, including redemptions of fund shares and the impact of dividend and capital gains distributions by the fund, should consult with the insurance company that issued their variable product or refer to their variable annuity or variable life insurance contract prospectus.

Payments to Insurance Companies, Broker-Dealers, and Other Financial Intermediaries

The fund is generally available only through variable annuity or variable life insurance contracts. The fund and/or its related companies may make payments to a sponsoring insurance company or other financial intermediary for the sale of fund shares and related services. These payments may create a conflict of interest by influencing the insurance company or other financial intermediary to recommend the fund over another investment option or by influencing an insurance company to include the fund as an underlying investment option in a variable contract. The prospectus (or other offering document) for your variable contract may contain additional information about these payments. Ask your insurance company or financial intermediary, or visit your insurance company's or financial intermediary's website, for more information.

T.RowePrice®

T. Rowe Price Associates, Inc.
100 East Pratt Street
Baltimore, MD 21202

E305-045 5/1/22

T. Rowe Price Equity Series, Inc.

T. Rowe Price Moderate Allocation Portfolio



SUMMARY PROSPECTUS

May 1, 2022

T. ROWE PRICE

Moderate Allocation Portfolio

The fund is only available as an investment option for variable annuity and variable life insurance contracts.

The Securities and Exchange Commission (SEC) has not approved or disapproved these securities or passed upon the adequacy of this prospectus. Any representation to the contrary is a criminal offense.

Before you invest, you may want to review the fund's prospectus, which contains more information about the fund and its risks. You can find the fund's prospectus, shareholder reports, and other information about the fund online at [troweprice.com/prospectus](https://www.troweprice.com/prospectus). You can also get this information at no cost by calling **1-800-638-8790**, by sending an e-mail request to info@troweprice.com, or by contacting your insurance company. This Summary Prospectus incorporates by reference the fund's prospectus, dated May 1, 2022, as amended or supplemented, and Statement of Additional Information, dated May 1, 2022, as amended or supplemented.

Investment Objective(s)

The fund seeks the highest total return over time consistent with an emphasis on both capital appreciation and income.

Fees and Expenses

This table describes the fees and expenses that you may pay if you buy, hold, and sell shares of the fund. **There may be additional expenses that apply, as described in your insurance contract prospectus, which are not reflected in the table or the example below.**

Fees and Expenses of the Fund

	Annual fund operating expenses (expenses that you pay each year as a percentage of the value of your investment)
Management fees	0.90% ^a
Other expenses	—
Acquired fund fees and expenses	0.14
Total annual fund operating expenses	1.04 ^b
Fee waiver/expense reimbursement	(0.19) ^{a,c}
Total annual fund operating expenses after fee waiver/expense reimbursement	0.85^{a,b}

^a T. Rowe Price Associates, Inc., has contractually agreed (at least through April 30, 2023) to waive a portion of the fund's management fees in order to limit the fund's management fees to 0.85% of the fund's average daily net assets. Thereafter, this agreement will automatically renew for one-year terms unless terminated by the fund's Board of Directors. Fees waived and expenses paid under this agreement are not subject to reimbursement to T. Rowe Price Associates, Inc., by the fund.

^b The figures shown in the fee table do not match the "Ratios to average net assets" shown in the Financial Highlights table, as those figures do not include acquired fund fees and expenses and exclude expenses permanently waived as a result of investments in other T. Rowe Price Funds.

^c T. Rowe Price Associates, Inc., is required to permanently waive a portion of its management fee charged to the fund in an amount sufficient to fully offset that portion of management fee paid by each underlying T. Rowe Price Fund related to the fund's investment therein. The amount of the waiver will vary each fiscal year in proportion to the amount invested in other T. Rowe Price Funds.

Example This example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods, that your investment has a 5% return each year, and that the fund's operating expenses remain the same. The example also assumes that any current expense limitation arrangement remains in place for the period noted in the previous table; therefore, the figures have been adjusted to reflect fee waivers or expense reimbursements only in the periods for which the expense limitation arrangement is expected to continue. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	1 Year	3 Years	5 Years	10 Years
	\$ 87	\$ 282	\$ 494	\$ 1,103

Portfolio Turnover The fund pays transaction costs, such as commissions, when it buys and sells securities (or "turns over" its portfolio). A higher portfolio turnover rate may indicate higher transaction costs and may result in higher taxes when the fund's shares are held in a taxable account. These costs, which are not reflected in annual fund operating expenses or in the example, affect the fund's performance. During the most recent fiscal year, the fund's portfolio turnover rate was 82.3% of the average value of its portfolio.

Investments, Risks, and Performance

Principal Investment Strategies

The fund pursues its objective by investing in a diversified portfolio typically consisting of approximately 60% stocks and 40% bonds, money market securities and cash reserves. Domestic stocks are drawn from the overall U.S. market. International stocks are selected primarily from large companies in developed markets but may also include investments in emerging markets. Bonds, which may be issued by U.S. or foreign issuers and issued with fixed or floating interest rates, are primarily investment grade (i.e., assigned one of the four highest credit ratings by established rating agencies) and are chosen across the entire government, corporate, and mortgage-

backed securities markets. Maturities generally reflect the adviser's outlook for interest rates. The fund may invest up to 40% of its total assets in foreign securities.

The adviser may decide to overweight or underweight a particular asset class based on its outlook for the economy and financial markets. Under normal conditions, the fund's allocation to the broad asset classes will be within the following ranges, each as a percentage of the fund's net assets: stocks (50-70%) and bonds and money markets (30-50%). When deciding upon allocations within these prescribed limits, the adviser may favor stocks when strong economic growth is expected and may favor fixed income securities if the economy is expected to slow sufficiently to hurt corporate profit growth. The adviser may adjust the fund's portfolio and overall risk profile by making tactical decisions to overweight or underweight particular asset classes or sectors based on its outlook for the global economy and securities markets. When selecting particular stocks, the adviser examines relative values and prospects among growth- and value-oriented stocks, domestic and international stocks, small- to large-cap stocks, and stocks of companies involved in activities related to commodities and other real assets. This process draws heavily upon the adviser's proprietary stock research expertise. While the fund maintains a diversified portfolio, its portfolio manager may, at any particular time, shift stock selection toward markets or market sectors that appear to offer attractive value and appreciation potential.

A similar security selection process applies to bonds. When deciding whether to adjust duration, credit risk exposure, or allocations among the various sectors (for example, high yield "junk" bonds, mortgage- and asset-backed securities, international bonds, and emerging markets bonds), the adviser weighs such factors as the outlook for inflation and the economy, corporate earnings, expected interest rate movements and currency valuations, and the yield advantage that lower-rated bonds may offer over investment-grade bonds.

Principal Risks

As with any fund, there is no guarantee that the fund will achieve its objective(s). The fund's share price fluctuates, which means you could lose money by investing in the fund. The fund has partial exposure to a variety of risks in proportion to the amount it invests in stocks, bonds, and money market securities. The principal risks of investing in this fund, which may be even greater in bad or uncertain market conditions, are summarized as follows:

Stock investing Stocks generally fluctuate in value more than bonds and may decline significantly over short time periods. There is a chance that stock prices overall will decline because stock markets tend to move in cycles, with periods of rising and falling prices. The value of stocks held by the fund may decline due to general weakness or volatility in the stock markets in which the fund invests or because of factors that affect a particular company or industry.

Fixed income markets Economic and other market developments can adversely affect the fixed income securities markets. At times, participants in these markets may develop concerns about the ability of certain issuers of debt instruments to make timely principal and interest payments, or they may develop concerns about the ability of financial institutions that make markets in certain debt instruments to facilitate an orderly market. Those concerns could cause increased volatility and reduced liquidity in particular securities or in the overall fixed income markets and the related derivatives markets. A lack of liquidity or other adverse credit market conditions may hamper the fund's ability to sell the debt instruments in which it invests or to find and purchase suitable debt instruments.

Market conditions The value of the fund's investments may decrease, sometimes rapidly or unexpectedly, due to factors affecting an issuer held by the fund, particular industries, or the overall securities markets. A variety of factors can increase the volatility of the fund's holdings and markets generally, including political or regulatory developments, recessions, inflation, rapid interest rate changes, war, military conflict, or acts of terrorism, natural disasters, and outbreaks of infectious illnesses or other widespread public health issues such as the coronavirus pandemic and related governmental and public responses (including sanctions). Certain events may cause instability across global markets, including reduced liquidity and disruptions in trading markets, while some events may affect certain geographic regions, countries, sectors, and industries more significantly than others. Government intervention in markets may impact interest rates, market volatility, and security pricing. These adverse developments may cause broad declines in market value due to short-term market movements or for significantly longer periods during more prolonged market downturns.

Interest rates The prices of, and the income generated by, debt instruments held by the fund may be affected by changes in interest rates. A rise in interest rates typically causes the price of a fixed rate debt instrument to fall and its yield to rise. Conversely, a decline in interest rates typically causes the price of a fixed rate debt instrument to rise and the yield to fall. Generally, funds with longer weighted average maturities and durations carry greater interest rate risk. Changes in monetary policy made by central banks and/or governments, such as the discontinuation and replacement of benchmark rates, are likely to affect the level of interest rates.

Prepayments and extensions The fund is subject to prepayment risks because the principal on mortgage-backed securities, other asset-backed securities, or any debt instrument with an embedded call option may be prepaid at any time, which could reduce the security's yield and market value. The rate of prepayments tends to increase as interest rates fall, which could cause the average maturity of the portfolio to shorten. Extension risk may result from a rise in interest rates, which tends to make mortgage-backed securities, asset-backed securities, and other callable debt instruments more volatile.

Credit quality An issuer of a debt instrument could suffer an adverse change in financial condition that results in a payment default (failure to make scheduled interest or principal payments), rating downgrade, or inability to meet a financial obligation. Securities that are rated below investment grade carry greater risk of default and should be considered speculative.

International investing Investing in the securities of non-U.S. issuers involves special risks not typically associated with investing in U.S. issuers. Non-U.S. securities tend to be more volatile and have lower overall liquidity than investments in U.S. securities and may lose value because of adverse local, political, social, or economic developments overseas, or due to changes in the exchange rates between foreign currencies and the U.S. dollar. In addition, investments outside the U.S. are subject to settlement practices and regulatory and financial reporting standards that differ from those of the U.S. The risks of investing outside the U.S. are heightened for any investments in emerging markets, which are susceptible to greater volatility than investments in developed markets.

Emerging markets Investments in emerging market countries are subject to greater risk and overall volatility than investments in the U.S. and other developed markets. Emerging market countries tend to have economic structures that are less diverse and mature, less developed legal and regulatory regimes, and political systems that are less stable, than those of developed countries. In addition to the risks associated with investing outside the U.S., emerging markets are more susceptible to governmental interference, political and economic uncertainty, local taxes and restrictions on the fund's investments, less efficient trading markets with lower overall liquidity, and more volatile currency exchange rates.

Liquidity The fund may not be able to meet requests to redeem shares issued by the fund without significant dilution of the remaining shareholders' interests in the fund. In addition, the fund may not be able to sell a holding in a timely manner at a desired price. Reduced liquidity in the bond markets can result from a number of events, such as limited trading activity, reductions in bond inventory, and rapid or unexpected changes in interest rates. Markets with lower overall liquidity could lead to greater price volatility and limit the fund's ability to sell a holding at a suitable price.

Sector exposure At times, the fund may have a significant portion of its assets invested in securities of issuers conducting business in a broadly related group of industries within the same economic sector. Issuers in the same economic sector may be similarly affected by economic or market events, making the fund more vulnerable to unfavorable developments in that economic sector than funds that invest more broadly.

Active management The fund's overall investment program and holdings selected by the fund's investment adviser may underperform the broad markets, relevant indices, or other funds with similar objectives and investment strategies.

Cybersecurity breaches The fund could be harmed by intentional cyberattacks and other cybersecurity breaches, including unauthorized access to the fund's assets, customer data and confidential shareholder information, or other proprietary information. In addition, a cybersecurity breach could cause one of the fund's service providers or financial intermediaries to suffer unauthorized data access, data corruption, or loss of operational functionality.

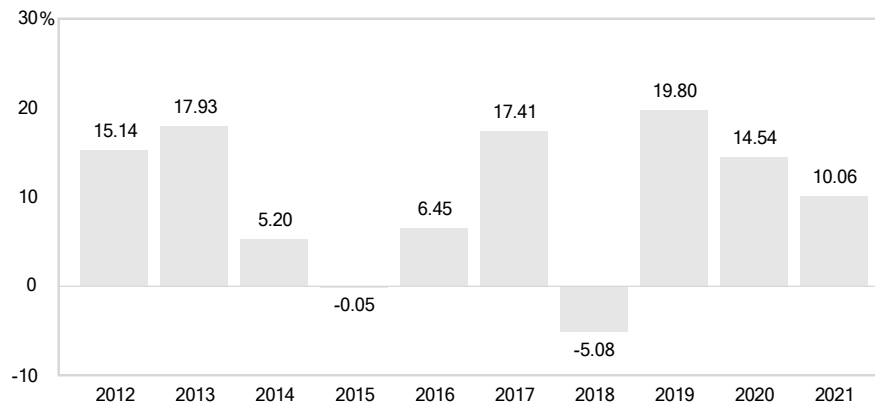
Performance

The following performance information provides some indication of the risks of investing in the fund. The fund's performance information represents only past performance and is not necessarily an indication of future results.

The following bar chart illustrates how much returns can differ from year to year by showing calendar year returns and the best and worst calendar quarter returns during those years for the fund.

MODERATE ALLOCATION PORTFOLIO

Calendar Year Returns



Best Quarter	Quarter Ended	Total Return	Worst Quarter	Quarter Ended	Total Return
	6/30/20	15.64%		3/31/20	-15.50%

The following table shows the average annual total returns for the fund, and also compares the returns with the returns of a relevant broad-based market index, as well as with the returns of one or more comparative indexes that have investment characteristics similar to those of the fund, if applicable.

Average Annual Total Returns

	Periods ended December 31, 2021			Inception date
	1 Year	5 Years	10 Years	
Moderate Allocation Portfolio	10.06 %	10.98 %	9.85 %	12/30/1994
Morningstar Moderate Target Risk Index (reflects no deduction for fees, expenses, or taxes)	10.19	10.07	8.75	
Russell 3000® Index (reflects no deduction for fees, expenses, or taxes)	25.66	17.97	16.30	

Updated performance information is available through troweprice.com.

Management

Investment Adviser T. Rowe Price Associates, Inc. (T. Rowe Price or Price Associates)

Investment Subadviser T. Rowe Price Investment Management, Inc. (Price Investment Management)

Investment Subadviser T. Rowe Price Hong Kong Limited (Price Hong Kong)

Portfolio Manager	Title	Managed Fund Since	Joined Investment Adviser
Charles M. Shriver	Cochair of Investment Advisory Committee	2011	1991
Toby M. Thompson	Cochair of Investment Advisory Committee	2020	1993*

* Mr. Thompson originally joined T. Rowe Price in 1993 and returned in 2010.

Purchase and Sale of Fund Shares

The fund is not sold directly to the general public but is instead offered as an underlying investment option for variable annuity or variable life insurance contracts. Although the fund does not require a minimum amount for initial or subsequent purchases from insurance companies, your insurance company may impose investment minimums for your purchases of the fund.

You may purchase, redeem, or exchange shares of the fund on any day the New York Stock Exchange is open for business. You must purchase, redeem, and exchange shares through your insurance company.

Tax Information

The fund distributes any dividends and capital gains to its shareholders, which are the insurance company separate accounts that sponsor your variable annuity or variable life insurance contract. Variable product owners seeking to understand the tax consequences of their investment, including redemptions of fund shares and the impact of dividend and capital gains distributions by the fund, should consult with the insurance company that issued their variable product or refer to their variable annuity or variable life insurance contract prospectus.

Payments to Insurance Companies, Broker-Dealers, and Other Financial Intermediaries

The fund is generally available only through variable annuity or variable life insurance contracts. The fund and/or its related companies may make payments to a sponsoring insurance company or other financial intermediary for the sale of fund shares and related services. These payments may create a conflict of interest by influencing the insurance company or other financial intermediary to recommend the fund over another investment option or by influencing an insurance company to include the fund as an underlying investment option in a variable contract. The prospectus (or other offering document) for your variable contract may contain additional information about these payments. Ask your insurance company or financial intermediary, or visit your insurance company's or financial intermediary's website, for more information.

T.RowePrice®

T. Rowe Price Associates, Inc.
100 East Pratt Street
Baltimore, MD 21202

E304-045 5/1/22

(This page intentionally left blank.)

(This page intentionally left blank.)

(This page intentionally left blank.)

Group Variable Universal Life



Group Variable Universal Life Insurance (contract series 89759) is issued by The Prudential Insurance Company of America, 751 Broad Street, Newark, NJ 07102 and is distributed by Prudential Investment Management Services LLC (PIMS), 655 Broad Street, Newark, NJ 07102-4410, each being a Prudential Financial company and each is solely responsible for its financial condition and contractual obligation. Aon Insurance Services is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695) (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators, and Berkely Insurance Agency; and in NY, AIS Affinity Insurance Agency. Securities offered through Aon Securities LLC, Member FINRA/SIPC, 1100 Virginia Drive, Suite 250, Fort Washington, PA 19034-3278, 1-800-223-7473. The Plan Agent of the AICPA Insurance Trust is Aon Insurance Services. Aon Securities LLC and Aon Insurance Services are not affiliated with either Prudential or PIMS.

Prudential, Prudential Financial, the Rock logo, and the Rock Prudential logo are registered service marks of The Prudential Insurance Company of America, and its affiliates.

If you would like to receive this document electronically next time, please sign up for electronic delivery at www.prudential.com/gulgvul now.

GL2022106 Ed. 5/2022



Prudential
Bring Your Challenges®