

**Pruco Life Insurance Company**  
213 Washington Street, Newark, NJ 07102-2992  
**A Stock Company Subsidiary of**  
The Prudential Insurance Company of America

Insured JOHN DOE

XX XXX XXX **Policy Number**  
MAY 1, 2005 **Contract Date**

Agency R-NK 1

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**Flexible Premium Universal Life Insurance Policy. Insurance payable only upon death. Cash values reflect premium payments, interest credited to the contract fund, and charges. Non-participating.**

We will promptly pay the beneficiary the death benefit described under the Death Benefit provision of this contract if we receive due proof that the Insured died. We make this promise subject to all the provisions of this contract.

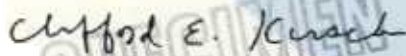
The amount and duration of the death benefit may be fixed or variable, depending on the payment of premiums, any interest credited to the contract fund, and the charges made.

The cash value may increase or decrease daily, depending on the payment of premiums, any interest credited to the contract fund, and the charges made. There is no guaranteed minimum cash value.

If there is ever a question about this contract, please see a Pruco Life Insurance Company representative or contact one of our offices.

**Right to Cancel Contract.** – You may return this contract to us within 10 days after you receive it. (If the purchase of this contract is a replacement under state law, this duration will be extended to the period required by such law, but not to exceed 30 days). All you have to do is take the contract or mail it to one of our offices or to the representative who sold it to you. It will be canceled and we will return your money in accordance with applicable law.

Signed for Pruco Life Insurance Company,  
an Arizona Corporation.



Secretary



President

PLEASE READ YOUR POLICY CAREFULLY; it is a legal contract between you and Pruco Life Insurance Company.

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A copy of the application and any riders or endorsements can be found at the end of the contract.

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**CONTRACT DATA**

**Insured's Information**

[JOHN DOE] [Male], Issue Age [35]

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**Rating Class**

(See Segment Table on Page 4)

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**Basic Contract Information**

Policy Number	[xx xxx xxx]
Contract Date	[May 1, 2005]
Premium Period	During the life of the Insured up to attained age 121
Beneficiary	[Mary Doe, wife]
Loan Interest Rate	4.00%
Preferred Loan Interest Rate	3.25%

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**Type of Death Benefit** (see Death Benefit Provisions)

[Type A]

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**Life Insurance on the Insured**

Basic Insurance Amount	[\$50,000.00]
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**Minimum Initial Premium**

The minimum initial premium due on the Contract Date is [\$72.05].

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CONTRACT DATA CONTINUED ON NEXT PAGE

## CONTRACT DATA CONTINUED

### Contract Limitations

The minimum premium we will accept is \$25.00.

The minimum Basic Insurance Amount is [\$50,000.00.]

The minimum increase in the Basic Insurance Amount is \$25,000.00.

The minimum decrease in Basic Insurance Amount is \$5,000.00.

The minimum amount you may withdraw is \$250.00.

The minimum amount you may borrow is \$250.00.

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### Adjustments to Premium Payments

From each premium paid we will:

subtract a premium-based administrative charge of up to 7.5% of the premium paid.

subtract a charge for sales expenses at a rate of up to 12% of the premium paid.

The remainder of the premium is the invested premium amount.

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### Adjustments to the Contract Fund

On the Contract Date the contract fund is equal to the invested premium amount credited on that date, minus any of the charges described below which may be due on that date.

On each day after the contract date, we will adjust the contract fund by:

adding any invested premium amounts.

adding guaranteed interest at an effective annual rate of 3% (0.00809863% a day).

adding any excess interest at an effective annual rate that Pruco Life declares. (We will not credit excess interest to the amount of any loan.)

adding any additional excess interest. Additional excess interest at an effective annual rate of not more than 0.35% may be credited to policies in force at least 20 years. The additional excess interest is a result of a reduction in the interest margin for profit and expenses. The guaranteed interest rate will not be increased.

CONTRACT DATA CONTINUED ON NEXT PAGE

**CONTRACT DATA CONTINUED**

subtracting any withdrawals.

subtracting an administrative charge of up to \$25.00 for any withdrawals.

subtracting an administrative charge of up to \$25.00 for any change in basic insurance amount.

subtracting any surrender charge that may result from a withdrawal, surrender, or reduction in the basic insurance amount.

And on each monthly date, we will adjust the contract fund by:

subtracting a monthly charge for administrative expenses for the basic insurance amount effective on the contract date of up to:

\$0.12 per \$1,000 of the basic insurance amount plus \$20.00.

subtracting a monthly charge for the cost of insurance (see Cost of Insurance).

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**Schedule of Maximum Surrender Charges**

For a full surrender of the segment effective on <the contract date>, the maximum charge we will deduct from the contract fund is shown below.

For a Surrender Occurring During Target Year	The Maximum Surrender Charge is
1	[\$521.40]
2	[\$479.69]
3	[\$437.98]
4	[\$396.26]
5	[\$354.55]
6	[\$312.84]
7	[\$291.98]
8	[\$271.13]
9	[\$250.27]
10	[\$229.42]

CONTRACT DATA CONTINUED ON NEXT PAGE

**CONTRACT DATA CONTINUED**

For a Surrender Occurring During Target Year	The Maximum Surrender Charge is
11	[\$208.56]
12	[\$187.70]
13	[\$166.85]
14	[\$145.99]
15	[\$125.14]
16	[\$104.28]
17	[\$83.42]
18	[\$62.57]
19	[\$41.71]
20	[\$20.86]
21 and later	[\$0.00]

We may also deduct a surrender charge when you decrease the basic insurance amount, change the type of death benefit, or make a withdrawal. (See Change in Basic Insurance Amount, Changing the Type of Death Benefit, and Withdrawals.)

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END OF CONTRACT DATA



**TABLE(S)**

**Segment Table**

This table is used to compute the charge for the cost of insurance and the surrender charge on decreases in the basic insurance amount. See the Cost of Insurance, Changing the Type of Death Benefit, Withdrawals, and Change in Basic Insurance Amount provisions for details. The information shown below for each segment starts on the effective date of that segment.

<u>Effective Date</u>	<u>Segment, Issue Age, &amp; Rating Class (RC)</u>	<u>Surrender Charge Threshold</u>
Contract Date	\$50,000.00 Basic Insurance Amount Issue Age 35 RC = Nonsmoker	\$50,000.00

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TABLE(S) CONTINUED ON NEXT PAGE

**TABLE(S) CONTINUED**

**Table of Maximum Monthly Insurance Rates per \$1,000 of Net Amount at Risk  
Rating Class: NONSMOKER**

<b>Insured's Attained Age*</b>	<b>Maximum Monthly Rate</b>	<b>Insured's Attained Age*</b>	<b>Maximum Monthly Rate</b>
35	[0.09333]	68	[1.75917]
36	[0.09750]	69	[1.91917]
37	[0.10333]	70	[2.10583]
38	[0.11083]	71	[2.33250]
39	[0.11750]	72	[2.59750]
40	[0.12667]	73	[2.87667]
41	[0.13750]	74	[3.17667]
42	[0.15083]	75	[3.50333]
43	[0.16667]	76	[3.87167]
44	[0.18417]	77	[4.30000]
45	[0.20333]	78	[4.79750]
46	[0.22250]	79	[5.35500]
47	[0.23833]	80	[5.97667]
48	[0.25083]	81	[6.65250]
49	[0.26667]	82	[7.36833]
50	[0.28750]	83	[8.15000]
51	[0.31417]	84	[9.01917]
52	[0.34667]	85	[9.98583]
53	[0.38417]	86	[11.04917]
54	[0.43167]	87	[12.19833]
55	[0.48500]	88	[13.42000]
56	[0.54000]	89	[14.70167]
57	[0.59333]	90	[15.97833]
58	[0.64667]	91	[17.23500]
59	[0.70917]	92	[18.55167]
60	[0.78500]	93	[19.94000]
61	[0.87750]	94	[21.40250]
62	[0.98500]	95	[22.85083]
63	[1.10250]	96	[24.26500]
64	[1.22500]	97	[25.77167]
65	[1.35250]	98	[27.37833]
66	[1.48167]	99	[29.09250]
67	[1.61667]	100	[30.73000]

TABLE(S) CONTINUED ON NEXT PAGE

**TABLE(S) CONTINUED**

<b>Insured's Attained Age*</b>	<b>Maximum Monthly Rate</b>	<b>Insured's Attained Age*</b>	<b>Maximum Monthly Rate</b>
101	[32.18250]	111	[52.48583]
102	[33.72750]	112	[55.23583]
103	[35.37000]	113	[58.14583]
104	[37.10583]	114	[61.22083]
105	[38.93417]	115	[64.46917]
106	[40.87500]	116	[67.89667]
107	[42.93417]	117	[71.51083]
108	[45.11917]	118	[75.31667]
109	[47.43500]	119	[79.30583]
110	[49.88750]	120	[83.33333]

\* For the segment amount(s) effective on the contract date (see Segment Table), the Insured's attained age is the issue age found on page 3 plus the length of time since the contract date.

For any segment amount(s) effective after the contract date, the Insured's attained age is the issue age of that segment plus the length of time since its effective date.

We may charge less than the maximum monthly rates. From time to time, we will consider the need to change the rates we charge. We describe the factors we use to determine such changes under General Provisions.

See the Basis of Computation for a description of the basis we use to compute these rates.

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TABLE(S) CONTINUED ON NEXT PAGE

**TABLE(S) CONTINUED**

**Table of Attained Age Factors**

These factors are used to determine your death benefit as described under Death Benefit Provisions.

These factors apply during each contract year.

<b>Contract Year</b>	<b>Factors</b>	<b>Contract Year</b>	<b>Factors</b>
1	[4.81]	31	[1.84]
2	[4.65]	32	[1.79]
3	[4.49]	33	[1.75]
4	[4.33]	34	[1.70]
5	[4.18]	35	[1.66]
6	[4.04]	36	[1.62]
7	[3.90]	37	[1.58]
8	[3.77]	38	[1.55]
9	[3.64]	39	[1.51]
10	[3.52]	40	[1.48]
11	[3.40]	41	[1.45]
12	[3.29]	42	[1.42]
13	[3.19]	43	[1.39]
14	[3.08]	44	[1.36]
15	[2.98]	45	[1.34]
16	[2.88]	46	[1.32]
17	[2.79]	47	[1.29]
18	[2.70]	48	[1.27]
19	[2.62]	49	[1.25]
20	[2.53]	50	[1.24]
21	[2.46]	51	[1.22]
22	[2.38]	52	[1.20]
23	[2.31]	53	[1.19]
24	[2.24]	54	[1.18]
25	[2.18]	55	[1.17]
26	[2.11]	56	[1.16]
27	[2.05]	57	[1.15]
28	[1.99]	58	[1.14]
29	[1.94]	59	[1.13]
30	[1.89]	60	[1.12]

TABLE(S) CONTINUED ON NEXT PAGE

**TABLE(S) CONTINUED**

<b>Contract Year</b>	<b>Factors</b>	<b>Contract Year</b>	<b>Factors</b>
61	[1.11]	74	[1.06]
62	[1.11]	75	[1.05]
63	[1.10]	76	[1.05]
64	[1.10]	77	[1.05]
65	[1.09]	78	[1.04]
66	[1.09]	79	[1.04]
67	[1.08]	80	[1.04]
68	[1.08]	81	[1.04]
69	[1.07]	82	[1.03]
70	[1.07]	83	[1.03]
71	[1.07]	84	[1.03]
72	[1.06]	85	[1.03]
73	[1.06]	86	[1.02]

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END OF TABLE(S)

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## DEFINITIONS

**We, our, us** and **Pruco Life**. – Pruco Life Insurance Company.

**You** and **Your**. – The owner(s) of the contract.

**Insured**. – The person named as the Insured on the first page. He or she need not be the owner.

**Issue Date**. – The contract date shown on the first page.

**Anniversary** or **contract anniversary**. – The same day and month as the contract date in each later year.

**Contract Year**. – A year that starts on the contract date or on an anniversary.

**Monthly Date**. – The contract date and the same day as the contract date in each later month.

**Contract Month**. – A month that starts on a monthly date.

**Target Year**. – A year beginning on the effective date of a basic insurance amount segment (see Segment Table) and on the same day and month in a later year.

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## THE CONTRACT

### Entire Contract

This policy and any attached copy of an application, including an application requesting a change, form the entire contract. We assume that all statements in an application are made to the best of the knowledge and belief of the person(s) who make them; in the absence of fraud, they are deemed to be representations and not warranties. We rely on those statements when we issue the contract and when we change it. We will not use any statement, unless made in an application, to try to void the contract, to contest a change, or to deny a claim.

### Contract Modifications

Only a Pruco Life officer with the rank or title of vice president may agree to modify this contract, and then only in writing.

### Incontestability

Except as we state in the next sentence, we will not contest this contract after it has been in force during the Insured's lifetime for two years from the issue date. The exceptions are: (1) non-payment of enough premium to pay the required charges; and (2) any change in the contract that requires our approval and that would increase our liability. For any such change, we will not contest the change after it has been in effect for two years during the lifetime of the Insured.

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## OWNERSHIP

Unless a different owner is named in the application, the owner of the contract is the Insured. If a different owner is named, we will show that owner in an endorsement to the contract. This ownership arrangement will remain in effect unless you ask us to change it.

You may change the ownership of the contract by sending us a request in a form that meets our needs. We may ask you to send us the contract to be endorsed. If we receive your request in a form that meets our needs, and the contract if we ask for it, we will file and record the change, and it will take effect as of the date you signed the request.

While the Insured is living, the owner alone is entitled to any contract benefit and value, and to the exercise of any right and privilege granted by the contract or by us.

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## DEATH BENEFIT PROVISIONS

We will pay a benefit to the beneficiary at the Insured's death if this contract is in force at the time of that death; that is, if it has not been surrendered and it is not in default past the grace period.

If the contract is not in default, the amount we will pay will be the death benefit determined as of the date of the Insured's death reduced by any contract debt (described under Loans).

If the contract is in default, and the Insured's death occurs in the grace period (described under Default), we will pay the death benefit reduced by any contract debt and the amount needed to pay charges through the date of death.

If the Insured's death occurs past the grace period, no death benefit is payable.

### **Death Benefit**

This contract has a Type A or Type B death benefit. We show the type of death benefit that applies to this contract under Type of Death Benefit.

If this contract has a Type A death benefit, the death benefit on any date is equal to the greater of: (1) the basic insurance amount, and (2) the contract fund before deduction of any monthly charges due on that date, multiplied by the attained age factor that applies.

If this contract has a Type B death benefit, the death benefit on any date is equal to the greater of: (1) the basic insurance amount plus the contract fund before deduction of any monthly charges due on that date, and (2) the contract fund before deduction of any monthly charges due on that date, multiplied by the attained age factor that applies.

For the purpose of computing the death benefit, if the contract fund is less than zero we will consider it to be zero. Your basic insurance amount and attained age factors are shown in the contract data pages.

### **Additional Death Benefits**

This contract may provide additional benefits, which may be payable on an Insured's death. If it does, they will be listed on a contract data page, and a form describing the benefit will be included in this contract. Any such benefit will be payable only if the contract is not in default past the grace period at the time of the death.

### **Method of Payment**

You may choose to have any death benefit paid in a single sum or under one of the optional modes of settlement shown in the Settlement Options provision.

### **Suicide Exclusion**

If the Insured, whether sane or insane, dies by suicide within two years from the Issue Date, this contract will end and we will return the premiums paid less any contract debt and less any withdrawals.

The following statement applies only with respect to an increase in the basic insurance amount resulting from a request you make in accordance with the Change In Basic Insurance Amount provision of this contract. If the Insured, whether sane or insane, dies by suicide after two years from the issue date but within two years of the effective date of an increase in the basic insurance amount, we will pay, as to the increase in amount, no more than the sum of the premiums paid on and after the effective date of the increase.

### **Interest on Death Benefit**

Any death benefit described above will be credited with interest. The amount will be the greater of: (1) interest calculated in accordance with applicable laws, and (2) interest calculated from the date of death at a rate declared by Pruco Life.

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## CHANGE IN BASIC INSURANCE AMOUNT

You may change the basic insurance amount, subject to our approval and all these conditions and the paragraphs that follow:

1. You must ask for the change in a form that meets our needs.
2. The change must be one permitted by our current underwriting rules.
3. The amount of an increase or decrease must be at least equal to the minimum increase or decrease in basic insurance amount shown under Contract Limitations in the contract data pages.
4. The basic insurance amount after a decrease must be at least equal to the minimum basic insurance amount shown under Contract Limitations in the contract data pages.
5. If we ask you to do so, you must send us the contract to be endorsed.
6. You must prove to us that the Insured is insurable for any increase.
7. The contract must not be in default.
8. We may deny any increase if it would cause the number of segments shown in the Segment Table in the data pages to exceed ninety-nine.
9. We will not permit an increase before the first contract anniversary.
10. You may not decrease the basic insurance amount if any surrender charge on the decrease exceeds the amount in your contract fund less the administrative charge (shown under Adjustments to the Contract Fund) for the decrease.

### **Surrender Charge on Decreases**

We may impose a partial surrender charge if you decrease the basic insurance amount. We describe the method we use to determine the maximum partial surrender charge we will deduct from the contract fund below.

If there is only one segment (see Segment Table), we will reduce that segment's basic insurance amount by the amount of the decrease. If there is more than one segment, we will decrease the basic insurance amount of each segment based on the proportion of its basic insurance amount to the total of all basic insurance segment amounts in effect just before the change.

For any segment incurring a decrease in the basic insurance amount to an amount equal to or greater than the Surrender Charge Threshold shown in the Segment Table, we will not impose a surrender charge. For any segment incurring a decrease in the basic insurance amount to an amount below this threshold, we will subtract the new basic insurance amount from the threshold amount. We will then multiply the surrender charge (see Schedule Of Maximum Surrender Charges for that segment) by the lesser of this difference and the amount of the decrease and divide by the threshold amount and deduct the result from the contract fund.

We may decline the change if we determine it would cause the contract to fail to qualify as life insurance under the applicable tax law. A change will take effect only if we approve your request for it at our Home Office and will take effect on the date we approve it. If we approve the change, we will recompute the contract's charges and values in the appropriate tables. A change in the basic insurance amount may also affect the amount of any extra benefits this contract might have. We will send you new contract data pages showing the amount and effective date of the change and the recomputed charges and values. If the Insured is not living on the effective date, the change will not take effect. We may deduct the administrative charge (shown under Adjustments to the Contract Fund) for the change.



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## **COST OF INSURANCE**

On each monthly date, we will deduct a charge for the cost of insurance from the contract fund. To determine the maximum charge for the cost of insurance, we use the following method:

We determine the maximum cost of insurance rate for each currently effective basic insurance segment amount shown in the Segment Table in the data pages using the maximum monthly rate shown under the Table of Maximum Monthly Insurance Rates for the appropriate rating class. If there is only one basic insurance segment amount currently in effect, we multiply the rate by the net amount at risk (the death benefit minus the contract fund) divided by \$1000 to compute the maximum charge for the cost of insurance.

If there are two or more basic insurance segments currently in effect, we first allocate the total net amount at risk (the death benefit minus the contract fund) to each basic insurance segment based on the proportion of its basic insurance amount to the total of basic insurance amounts for all segments currently in effect. We multiply the rate by the allocated net amount at risk divided by \$1000 for each basic insurance segment and add the results to determine the total maximum charge for the cost of insurance.

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## **CHANGING THE TYPE OF DEATH BENEFIT**

This contract has a Type A or Type B death benefit (see Death Benefit). Subject to our approval, you may change the type of death benefit. We will adjust the basic insurance amount so that the death benefit immediately after the change will remain the same as the death benefit immediately before the change. If there is more than one segment (see Segment Table), we will adjust the basic insurance amount of each segment based on the proportion of its basic insurance amount to the total of basic insurance amounts for all segments in effect just before the adjustment.

### **Type A to B**

If you are changing from a Type A to a Type B death benefit, we will reduce the basic insurance amount by the contract fund on the date the change takes effect.

### **Type B to A**

If you are changing from a Type B to a Type A death benefit, we will increase the basic insurance amount by the contract fund on the date the change takes effect.

We may deduct from the contract fund the administrative charge shown for changes in the basic insurance amount under Adjustments to the Contract Fund. If the change in the type of death benefit results in a reduction in the basic insurance amount, the basic insurance amount after the decrease must be at least equal to the minimum basic insurance amount, which we show under Contract Limitations in the contract data pages. We may deduct from the contract fund a surrender charge for a reduction in the basic insurance amount as described in the Change In Basic Insurance Amount provision.

A change in the type of death benefit will take effect only if we approve your request at our Home Office. If we approve the change, we will recompute the contract's charges, values and limitations shown in the contract data pages. The change will take effect on the monthly date that coincides with or next follows the date we approve your request. We will send you new contract data pages showing the amount and effective date of the change in basic insurance amount and the recomputed charges, values and limitations.

Your request for a change must be in a form that meets our needs. We may require you to send us this contract before we make the change.

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## **BENEFICIARY**

You may designate or change a beneficiary by sending us a request in a form that meets our needs. We may ask you to send us the contract to be endorsed. If we receive your request, and the contract if we ask for it, we will file and record the change and it will take effect as of the date you signed the request. But if we make any payment(s) before we receive the request, we will not have to make the payment(s) again. Any beneficiary's interest is subject to the rights of any assignee we know of.

When a beneficiary is designated, any relationship shown is to the Insured, unless otherwise stated. To show priority, we may use numbered classes, so that the class with first priority is called class 1, the class with next priority is called class 2, and so on. When we use numbered classes, these statements apply to beneficiaries unless the form states otherwise:

1. One who survives the Insured will have the right to be paid only if no one in a prior class survives the Insured.
2. One who has the right to be paid will be the only one paid if no one else in the same class survives the Insured.
3. Two or more in the same class who have the right to be paid will be paid in equal shares.
4. If none survives the Insured, we will pay in one sum to the Insured's estate.

Before we make a payment, we have the right to decide what proof we need of the identity, age, or other facts about any persons designated as beneficiaries. If beneficiaries are not designated by name and we make payment(s) based on that proof, we will not have to make the payment(s) again.

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## PREMIUM PAYMENT

<b>Payment of Premiums</b>	<p>The minimum initial premium shown in the contract data pages is due on or before the contract date. There is no insurance under this contract until that premium is paid. We may require an additional premium if adjustments to premium payments plus any contract fund charges due on or before the payment date exceeds the minimum initial premium.</p> <p>Subject to the limitations below, additional premiums may be paid at any time during the Insured's lifetime up to attained age 121 as long as the contract is not in default beyond the grace period. Premiums may be paid at one of our offices or to one of our authorized representatives. We will give a signed receipt upon request. The minimum premium we will accept is shown on a contract data page. We have the right to refuse to accept a premium payment that would in our opinion cause this contract to fail to qualify as life insurance under applicable tax law. We also have the right to refuse to accept any payment that increases the death benefit by more than it increases the contract fund.</p>
<b>Invested Premium Amount</b>	<p>The invested premium amount is the portion of each premium you pay that we add to the contract fund. It is equal to the premium paid minus the adjustments to premium payments shown on a contract data page.</p>
<b>Crediting the Initial Premium Payment</b>	<p>If we receive the first premium payment on or before the contract date, we will credit the invested premium amount to the contract fund on the contract date.</p> <p>If we receive the first premium payment after the contract date, we will credit the premium amount to the contract fund on the payment date.</p>

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## CONTRACT FUND

	<p>When you make your first premium payment, the invested premium amount, less any charges due on or before that day, becomes your contract fund. Amounts are added to and subtracted from the contract fund as shown under Adjustments to the Contract Fund in the contract data pages. The contract fund is used to pay charges under this contract and will determine, in part, whether this contract will remain in force or go into default. The contract fund is also used to determine your loan and surrender values, the amount you may withdraw, and the death benefit.</p>
<b>Cash Value</b>	<p>The cash value at any time is the contract fund less any surrender charge. We show the maximum surrender charge for each segment (see Segment Table) in the Schedule of Maximum Surrender Charges for that segment. If there are two or more segments, we will add their surrender charges and deduct the total from the contract fund.</p>
<b>Net Cash Value</b>	<p>The net cash value at any time is the cash value less any contract debt.</p> <p>If the contract is in default, the net cash value is zero.</p>
<b>Net Amount at Risk</b>	<p>The net amount at risk is used to determine the cost of insurance as described under Adjustments to the Contract Fund. It is equal to the death benefit (see Death Benefit) minus the contract fund.</p>

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## DEFAULT

**Excess Contract Debt Default**

If contract debt ever grows to be equal to or more than the cash value, the contract will have excess contract debt and will be in default.

**Cash Value Default**

On each monthly date, we will determine the cash value. If the cash value is greater than zero and the contract has no excess contract debt, the contract will remain in force until the next monthly date. If the cash value is zero or less, the contract is in default.

**Notice of Default**

If the contract is in default, we will mail you a notice stating the amount we will need to keep the contract in force. That amount will equal a premium which we estimate will keep the contract in force for three months from the date of default. We grant a 61-day grace period from the date we mail the notice to pay this amount. The contract will remain in force during this period. If that amount is not paid to us by the end of the 61-day grace period, the contract will end and have no value.

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## **REINSTATEMENT**

If this contract ends without value, as described under Default, you may reinstate it. The following conditions must be satisfied:

1. The contract must not have been in default for more than 5 years.
2. You must prove to us that the Insured is insurable for the contract.
3. You must pay us a charge equal to: (a) an amount, if any, required to bring the cash value to zero on the date the contract went into default, plus (b) the deductions from the contract fund during the grace period following the date of default, plus (c) a premium that we estimate will be sufficient after deduction of the charges shown under Adjustments to Premium Payments to cover the deductions from the contract fund for three monthly dates starting on the date of reinstatement.
4. Any existing contract debt on the date of default will be cancelled and will not be reinstated.

The date of reinstatement will be the date we approve your request. We will deduct all required charges from your payment and put the balance in your contract fund. If we approve the reinstatement, we will credit the contract fund with a refund of that part of any surrender charge deducted at the time of default which would have been charged if the contract were surrendered immediately after reinstatement.

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## **SURRENDER**

You may surrender this contract for its net cash value (see Contract Fund). To do so, you must ask us in a form that meets our needs. We may require you to send us the contract.

We will usually pay any net cash value within seven days after we receive your request and the contract (if we require it) at our Home Office. But we have the right to postpone paying it for up to six months. If we do so for more than thirty days, we will pay interest at the rate of 3% a year.

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## WITHDRAWALS

You may make withdrawals from the contract subject to all these conditions and the paragraph that follows:

1. You must ask for the withdrawal in a form that meets our needs.
2. The net cash value after withdrawal may not be less than or equal to zero after deducting (a) any charges associated with the withdrawal and (b) an amount that we estimate will be sufficient to cover the contract fund deductions for two monthly dates following the date of withdrawal.
3. You may not withdraw less than the minimum amount shown under Contract Limitations.
4. The basic insurance amount after withdrawals must be at least equal to the minimum basic insurance amount shown under Contract Limitations.

Any amount withdrawn may not be repaid except as a premium subject to charges.

### **Effect on Contract Fund**

We will reduce your contract fund on the date we approve your request by the withdrawal amount and any charges listed under Adjustments to the Contract Fund.

We may charge an administrative fee as stated under Adjustments to the Contract Fund.

### **Effect on Basic Insurance Amount**

If you have a Type B death benefit, withdrawals will not affect the basic insurance amount.

If you have a Type A death benefit and the withdrawal would cause the net amount at risk (see Contract Fund) to increase, we will reduce the basic insurance amount and, consequently, your death benefit to offset this increase. The reduction in the basic insurance amount will never be more than the withdrawal amount. If we reduce the basic insurance amount, we will recompute the contract's charges, values and limitations. We will send you new contract data pages showing these changes. We may also deduct a surrender charge from the contract fund as described in the Change In Basic Insurance Amount provision.

We will usually pay any withdrawal amount within seven days after we receive your request and the contract (if we require it) at our Home Office. But we have the right to postpone paying it for up to six months. If we do so for more than thirty days, we will pay interest at the rate of 3% a year.

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## LOANS

Subject to the minimum loan requirement and the requirements of this provision, you may at any time borrow any amount up to the current loan value less any existing contract debt.

### **Loan Value**

If the contract is not in default, the loan value at any time is equal to the cash value.

If the contract is in default, it has no loan value.

### **Contract Debt**

Contract debt at any time means the loan on the contract at that time, plus the interest we have charged that is not yet due and that we have not yet added to the loan.

### **Loan Requirements**

For us to approve a loan, the following requirements must be met: you must assign this contract to us as sole security for the loan; the Insured must be living; and the resulting contract debt must not be more than the loan value.

If there is already contract debt when you borrow from us, we will add the new amount you borrow to that debt.

### **Interest Charge**

We will charge interest daily on any loan. Interest is due on each contract anniversary, or when the loan is paid back, whichever comes first. If interest is not paid when due, we will increase the loan amount by any unpaid interest. Except as stated below, we charge interest at an effective annual rate shown under Loan Interest Rate in the contract data pages.

### **Preferred Loans**

A portion of the amount you may borrow on or after the 10th contract anniversary will be considered a Preferred Loan up to an amount equal to the maximum preferred loan amount described below. Preferred Loans are charged interest at an effective annual rate shown under Preferred Loan Interest Rate in the contract data pages.

### **Maximum Preferred Loan Amount**

The maximum preferred loan amount available starting on the 10th contract anniversary is (A) minus (B), where (A) is the total amount you may borrow, and (B) is the total premiums paid less total withdrawals, if any. If (B) is less than zero, we will consider it to be zero.

### **Effect on Contract Fund**

When you take a loan, the amount of the loan continues to be a part of the contract fund and is credited with interest at an effective rate of 3% a year.

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## GENERAL PROVISIONS

<b>Annual Report</b>	Once each contract year we will send you a report. It will show: the current death benefit; the amount of the contract fund; the cash value; any contract debt and the interest rate we are charging; premiums paid, interest credited, charges deducted, and withdrawals taken since the last report. The report may also show any other data that may be required where this contract is delivered.
<b>Payment of Death Claim</b>	If we settle this contract in one sum as a death claim we will usually pay the proceeds within seven days after we receive at our Home Office proof of the Insured's death and any other information we need to pay the claim. But we have the right to postpone paying it for up to six months.
<b>Currency</b>	Any money we pay, or that is paid to us, must be in United States currency. Any amount we owe will be payable at our Corporate Office.
<b>Misstatement of Age or Sex</b>	If the Insured's stated age or sex or both are not correct, we will change each benefit and any amount to be paid to what the most recent deductions from the contract fund would have provided at the Insured's correct age and sex.
<b>Assignment</b>	We will not be deemed to know of an assignment unless we receive it, or a copy of it, at our Home Office. We are not obliged to see that an assignment is valid or sufficient. This contract may not be assigned to any employee benefit plan or program without our consent. This contract may not be assigned if such assignment would violate any federal, state, or local law or regulation prohibiting sex distinct rates for insurance.
<b>Change in Plan</b>	You may be able to have this contract changed to another plan of life insurance. Any change may be made only if we consent, and will be subject to conditions and charges that are then determined.
<b>Factors Subject To Change</b>	Charges deducted from premium payments and the contract fund may change from time to time, subject to the maximums shown in the contract data pages. In deciding whether to change any of these charges, we will periodically consider factors such as mortality, persistency, expenses, taxes and interest and/or investment experience to see if a change in our assumptions is needed. Changes in factors will be by class. All changes will be determined only prospectively; that is, we will not recoup prior losses or distribute prior gains by means of these changes.
<b>Non-Participating</b>	This contract will not share in our profits or surplus earnings. We will pay no dividends on it.
<b>Applicable Tax Law</b>	This contract has been designed to satisfy the definition of life insurance for Federal income tax purposes under Section 7702 of the Internal Revenue Code of 1986, as amended. We reserve the right, however, to decline any change we determine would cause this contract to fail to qualify as life insurance under the applicable tax law. This includes changing the basic insurance amount, withdrawals, and changing the type of death benefit. We also have the right to change this contract, to require additional premium payments, or to make distributions from this contract to the extent necessary to continue to qualify this contract as life insurance. Finally, we reserve the right to take whatever action is necessary to prevent the contract from becoming a modified endowment contract under Section 7702A of the Internal Revenue Code of 1986 unless you have otherwise indicated to us in writing that you want a modified endowment contract.
<b>Age 121</b>	We discontinue the monthly charges from the contract fund on the first contract anniversary on or following the Insured's 121st birthday. You may continue the contract after that anniversary and it will then continue to operate as described in its provisions, (including the Death Benefit and Contract Fund provisions), although you may not make any premium payments and no monthly charges will be deducted from the contract fund. Loans, loan repayments, and withdrawals can continue to be made after age 121.



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## **BASIS OF COMPUTATION**

### **Mortality Basis and Interest Rate**

We compute maximum monthly insurance rates using:

1. the Commissioners 2001 Standard Ordinary Smoker and Nonsmoker Mortality Tables without Ten-Year Select Factors;
2. the issue age, sex, smoker and non-smoker status, and rating class of the Insured and the length of time since the contract date;
3. age last birthday; and
4. an effective interest rate of 3% a year.

### **Minimum Legal Values**

The cash surrender values provided by this contract are at least as large as those set by law where it is delivered. Where required, we have given the insurance regulator a detailed statement of how we compute values and benefits.

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## SETTLEMENT OPTIONS

<b>Options Described</b>	<p>You may choose to have the proceeds (that is, any death benefit or any amount payable upon surrender of the contract) paid in a single sum or under one of the optional modes of settlement described below.</p> <p>If the person who is to receive the proceeds of this contract wishes to take advantage of one of these optional modes, we will furnish, on request, details of the options we describe below or any others we may have available at the time the proceeds become payable.</p>
<b>Option 1 (Instalments for a Fixed Period)</b>	<p>We will make equal payments for up to 25 years. The Option 1 Table shows the minimum amounts we will pay.</p>
<b>Option 2 (Life Income)</b>	<p>We will make equal monthly payments for as long as the person on whose life the settlement is based lives, with payments certain for 120 months. The Option 2 Table shows the minimum amounts we will pay. But, we must have proof of the date of birth of the person on whose life the settlement is based.</p>
<b>Option 3 (Interest Payment)</b>	<p>We will hold an amount at interest. We will pay the interest annually, semi-annually, quarterly, or monthly.</p>
<b>Option 4 (Instalments of a Fixed Amount)</b>	<p>We will make equal annual, semi-annual, quarterly, or monthly payments for as long as the available proceeds provide.</p>
<b>Option 5 (Non-Participating Income)</b>	<p>We will make payments like those of any annuity we then regularly issue that: (1) is based on United States currency; (2) is bought by a single sum; (3) does not provide for dividends; and (4) does not normally provide for deferral of the first payment. Each payment will be at least equal to what we would pay under that kind of annuity with its first payment due on its contract date. If a life income is chosen, we must have proof of the date of birth of any person on whose life the option is based. Option 5 cannot be chosen more than 30 days before the due date of the first payment.</p>
<b>Interest Rate</b>	<p>Payments under Options 1, 3 and 4 will be calculated assuming an effective interest rate of at least 1.5% a year. We may include more interest.</p>

## SETTLEMENT OPTIONS TABLES

OPTION 1 TABLE

OPTION 2 TABLE

MINIMUM AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000, THE FIRST PAYABLE IMMEDIATELY		MINIMUM AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000, THE FIRST PAYABLE IMMEDIATELY					
Number of Years	Monthly Payment	AGE LAST BIRTHDAY	Male	Female	AGE LAST BIRTHDAY	Male	Female
		1	\$83.90	5 and under	\$2.72	\$2.68	48
2	42.26	6	2.73	2.69	49	3.77	3.56
3	28.39	7	2.74	2.69	50	3.83	3.61
4	21.45	8	2.75	2.70	51	3.88	3.66
5	17.28	9	2.76	2.71	52	3.95	3.71
6	14.51	10	2.77	2.72	53	4.01	3.76
7	12.53	11	2.78	2.73	54	4.08	3.82
8	11.04	12	2.79	2.74	55	4.15	3.88
9	9.89	13	2.80	2.75	56	4.22	3.94
10	8.96	14	2.82	2.76	57	4.30	4.01
11	8.21	15	2.83	2.77	58	4.38	4.08
12	7.58	16	2.84	2.78	59	4.47	4.16
13	7.05	17	2.85	2.79	60	4.56	4.24
14	6.59	18	2.87	2.80	61	4.66	4.32
15	6.20	19	2.88	2.81	62	4.76	4.41
16	5.85	20	2.89	2.83	63	4.87	4.50
17	5.55	21	2.91	2.84	64	4.98	4.60
18	5.27	22	2.93	2.85	65	5.10	4.71
19	5.03	23	2.94	2.87	66	5.23	4.82
20	4.81	24	2.96	2.88	67	5.36	4.94
21	4.62	25	2.98	2.90	68	5.49	5.06
22	4.44	26	3.00	2.91	69	5.64	5.19
23	4.28	27	3.01	2.93	70	5.78	5.33
24	4.13	28	3.03	2.94	71	5.94	5.48
25	3.99	29	3.06	2.96	72	6.10	5.63
Multiply the monthly amount By 2.996 for quarterly, 5.981 for semi-annual or 11.919 for annual.		30	3.08	2.98	73	6.26	5.79
		31	3.10	3.00	74	6.43	5.96
		32	3.13	3.02	75	6.60	6.14
		33	3.15	3.04	76	6.78	6.33
		34	3.18	3.07	77	6.95	6.52
		35	3.21	3.09	78	7.13	6.71
		36	3.23	3.11	79	7.31	6.92
		37	3.27	3.14	80	7.49	7.12
		38	3.30	3.16	81	7.67	7.33
		39	3.33	3.19	82	7.85	7.53
		40	3.37	3.22	83	8.02	7.73
		41	3.40	3.25	84	8.18	7.93
		42	3.44	3.29	85	8.33	8.12
		43	3.48	3.32	86	8.48	8.29
		44	3.53	3.35	87	8.62	8.46
45	3.57	3.39	88	8.75	8.61		
46	3.62	3.43	89	8.87	8.75		
47	3.67	3.47	90 and over	8.98	8.88		

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**Flexible Premium Universal Life Insurance Policy. Insurance payable only upon death. Cash values reflect premium payments, interest credited to the contract fund, and charges. Non-participating.**