



Pruco Life Insurance Company
[213 Washington Street, Newark, NJ 07102]
A Prudential Company
[www.prudential.com]
[800-778-2255]

Insured [JOHN DOE]

[XX XXX XXX]
[JULY 1, 2020]

Policy Number
Contract Date

Agency [R-NK 1]

Individual Flexible Premium Universal Life Insurance Policy with Indexed Feature. Insurance payable only upon death. Cash values reflect premium payments, interest credited to the contract fund, index interest on the indexed account(s), and charges. While the values of the policy may be affected by an external index, the policy does not directly participate in any stock, bond or equity investments and the value of any external index does not reflect the payment of dividends. 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 death benefit amount and duration depend on the death benefit option, the payment of premiums, any interest credited to the contract fund, any index interest on the indexed account(s), and the charges made. (See Death Benefit Provisions.)

The cash value may increase or decrease daily, depending on the payment of premiums, any interest credited to the contract fund, any index interest on the indexed account(s), 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 on or before the tenth day after the delivery of the contract. (If the purchase of this contract is a replacement under state law, this duration will be extended to a minimum of 30 days or longer as required by law.) 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 all premiums paid, including fees and charges.

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]

Rating Class

[Nonsmoker]

Basic Contract Information

Policy Number	[xx xxx xxx]
Contract Date	[July 1, 2020]
Premium Period	During the life of the Insured up to attained age 121
Beneficiary	[MARY DOE, wife]

Fixed Loan Interest Rate (years 1-10)	[4.00%]
Fixed Loan Interest Rate (years 11 and later)	[3.05%]

Participating Loan available starting in year	[4]
Maximum Participating Loan Interest Rate	[5.95%]

Guaranteed Alternate Contract Fund Interest Rate	1.00% (0.00272616% a day)
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Insurance Department Contact Information

[State Insurance Department Name]
[Telephone Number: XXX-XXX-XXXX]

Type of Death Benefit (see Death Benefit Provisions)

[Type A]

Life Insurance on the Insured

Basic Insurance Amount	[\$250,000.00]
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[Other Benefit(s) on the Insured (see appropriate form for details)]

[Rider [ICC16 VL 100 B2] - Payment of Net Premium Amount Benefit Upon Insured's Total Disability.]

[Rider [VL 110 B] - Rider For Insured's Accidental Death Benefit.

Amount	[\$25,000.00]]
--------	----------------

[Rider [ICC18 VL 145 B6] - Rider to Provide Acceleration of Death Benefit.]

[Rider [ICC17 PLI 496] - Rider For Payment of an Additional Amount Upon Surrender.]

[Rider [ICC17 PLI 552] - Rider for Excess Loan Protection.]

[Rider [ORD 87241] - Settlement Options to Provide Acceleration of Death Benefits.]

[Insurance on All Other Insureds (see appropriate form for details)]

[Rider [ICC16 VL 182 B] on the life of each dependent child - Level Term Insurance Benefit on Dependent Children.

Amount	[\$25,000.00]]
--------	----------------

[Rider [ICC16 VL 184 B] on the life of each dependent child - Level Term Insurance Benefit on Dependent Children.

Amount	[\$25,000.00]]
--------	----------------

Minimum Initial Premium

The minimum initial premium due on the Contract Date is [\$164.24].

Contract Limitations

The minimum premium we will accept is [\$25.00].

The minimum Basic Insurance Amount is [\$100,000.00].

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

The minimum amount you may withdraw is [\$250.00].

The maximum additional illustrative report charge is [\$25].

[The Type C Limiting Amount is [\$250,000.00].]

[The Type C Death Benefit Factor is [2].]

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Adjustments to Premium Payments

From each premium paid we will:

subtract a premium-based administrative charge of up to 3.75% of the premium paid.

subtract a charge for sales expenses at a rate of up to 8.00% of the premium paid.

The remainder of the premium is the net premium amount.

Adjustments to the Contract Fund

On the Contract Date the contract fund is equal to the net 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 net premium amounts.

adding guaranteed interest to amounts in the fixed account at an effective annual rate of 1% (0.00272616% a day).

adding any excess interest to amounts in the fixed account at an effective annual rate that Pruco Life declares.

adding guaranteed interest to the portion of the contract fund that has been borrowed as a fixed loan at an effective annual rate of [3% (0.00809863% a day)].

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 decrease 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 at an effective annual rate of up to: [0.25% (0.0208% a month)] of the contract fund (excluding the amount of any fixed loan).

subtracting a monthly Advanced Premium Charge at an effective annual rate of up to 0.55% (0.0457% a month) of the contract fund if the total premiums paid have exceeded the Threshold Amount (see Table of Threshold Amounts).

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subtracting a monthly charge for administrative expenses of up to:
[\$0.19] per \$1,000 of the basic insurance amount plus \$20.00.

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

subtracting a monthly charge for the Payment of Net Premium Amount Benefit Upon Insured's Total Disability (Rider [ICC16 VL 100 B2] of [7.485%] of the current total disability benefit as described in the Total Disability Benefit provision of the rider (this charge is waived during periods of total disability as described in the rider).]

subtracting a maximum monthly charge for Insured's Accidental Death Benefit (Rider [VL 110 B]) of [\$1.66].]

subtracting a monthly charge for Rider to Provide Acceleration of Death Benefit (Rider [ICC18 VL 145 B6]). This charge will be waived from the time benefit payments begin.]

subtracting a maximum monthly charge for Level Term Insurance Benefit on Dependent Children (Rider ICC16 VL 182 B) of [\$10.36] payable until [July 1, 2060].]

subtracting a maximum monthly charge for Level Term Insurance Benefit on Dependent Children (Rider ICC16 VL 184 B) of [\$10.36] payable until [July 1, 2060].]

subtracting a single charge for Rider For Payment of an Additional Amount Upon Surrender (Rider [ICC17 PLI 496]) due on the contract date of [\$187.50].]

subtracting a single charge for Rider for Excess Loan Protection ([Rider ICC17 PLI 552]) when the rider is exercised of no more than [3.50%] of the contract fund. Your request to exercise the rider must be dated on or after the later of (a) the fifteenth contract anniversary and (b) the contract anniversary on or after the Insured's 75th birthday. The contract debt must be equal to or greater than 95% of the cash value. Please see the rider for additional details.]

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

adding any Index Interest on the Indexed Account(s).

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CONTRACT DATA CONTINUED**Schedule of Maximum Surrender Charges**

For a full surrender of the contract, the maximum charge we will deduct from the contract fund and the alternate contract fund is shown below.

For a Surrender Occurring During Contract Year	The Maximum Surrender Charge is:
[1	[\$4,272.68
2	\$4,143.60
3	\$4,016.90
4	\$3,892.13
5	\$3,769.30
6	\$3,426.55
7	\$3,083.80
8	\$2,741.08
9	\$2,398.33
10	\$2,055.58
11	\$1,712.85
12	\$1,370.10
13	\$1,027.38
14	\$684.63
15	\$341.88
16] 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 Decrease in Basic Insurance Amount, Changing the Type of Death Benefit, and Withdrawals.)

[Rider To Provide Acceleration Of Death Benefit Information (see Rider [ICC18 VL 145 B6] for details)

[Initial Lifetime Benefit Amount:]	[\$250,000.00]
[Monthly Benefit Percent:]	[2%]
[Initial Daily Benefit Limit:]	[\$380.00]
[Daily Benefit Limit Compound Rate:]	[4%]
[Initial Benefit Size Discount Factor:]	[1.000000]]

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Initial Account Selections

Payment Allocation instructions

[Fixed Account:]	[50%]
[S&P 500 Indexed Account:]	[25%]
[S&P 500 Uncapped Indexed Account:]	[25%]

[Designated Transfers]	[\$1,000.00]
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[S&P 500 Indexed Account:]	[50%]
[S&P 500 Uncapped Indexed Account:]	[50%]
[Specified Number of Designated Transfers:]	[12]

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[S&P 500® Indexed Account]

Type: [Annual Point-to-Point]

Index: [S&P 500® (which excludes dividends) *]

Transfer Date: [The 15th day of each calendar month following the contract date]

Guaranteed Minimum Participation Rate: [100%]
Guaranteed Minimum Index Growth Floor: [0%]
Guaranteed Minimum Index Growth Cap: [3%]

Segment Start Date: [The date money is transferred into an indexed account from the fixed account]

Segment Duration: [One year]
Segment Maturity Date: [One year from the Segment Start Date]

Average Daily Segment Value: [The amount allocated to an indexed account segment on the Segment Start Date less a prorated portion of the amounts withdrawn or deducted during the Segment Duration. The prorating is based on the number of days from the withdrawal or deduction transaction's effective date to the Segment Maturity Date divided by the number of days from the Segment Start Date to the Segment Maturity Date.]

Index Interest: [On each Segment Maturity Date we will determine the Index Interest as the Average Daily Segment Value times the Index Growth Rate. The Index Growth Rate equals: (a) divided by (b), minus 1, then times (c), but not less than (d) and not greater than (e), where:
(a) = the Index value on the Segment Maturity Date
(b) = the Index value on the Segment Start Date
(c) = the Participation Rate
(d) = the Index Growth Floor
(e) = the Index Growth Cap]

CONTRACT DATA CONTINUED ON NEXT PAGE

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[S&P 500® Uncapped Indexed Account]

Type: [Annual Point-to-Point]

Index: [S&P 500® (which excludes dividends) *]

Transfer Date: [The [15th] day of each calendar month following the contract date]

Guaranteed Minimum Participation Rate: [100%]
Guaranteed Minimum Index Growth Floor [0%]
Guaranteed Minimum Index Growth Cap: [NA]
Guaranteed Maximum Index Spread: [30%]

Segment Start Date: [The date money is transferred into an indexed account from the fixed account]

Segment Duration: [One year]

Segment Maturity Date: [One year from the Segment Start Date]

Average Daily Segment Value: [The amount allocated to an indexed account segment on the Segment Start Date less a prorated portion of the amounts withdrawn or deducted during the Segment Duration. The prorating is based on the number of days from the withdrawal or deduction transaction's effective date to the Segment Maturity Date divided by the number of days from the Segment Start Date to the Segment Maturity Date.]

Index Interest: [On each Segment Maturity Date we will determine the Index Interest as the Average Daily Segment Value times the Index Growth Rate. The Index Growth Rate equals: (a) divided by (b), minus 1, then times (c), minus (e), but not less than (d), where:
(a) = the Index value on the Segment Maturity Date
(b) = the Index value on the Segment Start Date
(c) = the Participation Rate
(d) = the Index Growth Floor
(e) = the Index Spread]

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END OF CONTRACT DATA

TABLE(S)

Table of Limited No-Lapse Guarantee Values

The amounts below are not cash amounts that you can realize by surrendering the contract, nor are they death benefits payable. They are amounts used solely to determine whether the contract is protected against default on a monthly date as described under Limited No-Lapse Guarantee.

These values are used to determine the limited no-lapse guarantee as described under Limited No-Lapse Guarantee. The values on contract anniversaries are shown below. On a date that falls between two anniversaries, the value will fall between the values for those anniversaries considering the time that has passed since the last anniversary.

The Limited No-Lapse Guarantee period is the first [20] contract years.

Contract Anniversary	Limited No-Lapse Guarantee Value
Contract Date	[\$0.00
[1st	\$1,879.63
2nd	\$3,815.65
3rd	\$5,809.75
4th	\$7,863.67
5th	\$9,979.21
6th	\$12,158.21
7th	\$14,402.58
8th	\$16,714.28
9th	\$19,095.33
10th	\$21,547.82
11th	\$24,073.88
12th	\$26,675.72
13th	\$29,355.62
14th	\$32,115.92
15th	\$34,959.02
16th	\$37,887.42
17th	\$40,903.67
18th	\$44,010.41
19th	\$47,210.35
20th]	\$50,506.29]

TABLE(S) CONTINUED ON NEXT PAGE

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Table of Maximum Monthly Insurance Rates per \$1,000 of Net Amount at Risk

Contract Year	Maximum Monthly Rate	Contract Year	Maximum Monthly Rate
[1	[0.07666	[34	[0.94083
2	0.08833	35	1.04416
3	0.10000	36	1.16666
4	0.10916	37	1.31166
5	0.11583	38	1.48250
6	0.12166	39	1.67916
7	0.12916	40	1.90166
8	0.13750	41	2.14666
9	0.14583	42	2.41583
10	0.15083	43	2.71333
11	0.15583	44	3.04750
12	0.16166	45	3.43083
13	0.16750	46	3.87583
14	0.17500	47	4.38416
15	0.18333	48	4.96583
16	0.19416	49	5.64000
17	0.21000	50	6.42333
18	0.23000	51	7.33083
19	0.25083	52	8.37666
20	0.27250	53	9.56833
21	0.29333	54	10.88750
22	0.31250	55	12.30583
23	0.33250	56	13.79083
24	0.35416	57	15.29666
25	0.38083	58	16.79500
26	0.41416	59	18.24416
27	0.45833	60	19.57583
28	0.50916	61	20.96666
29	0.56750	62	22.58583
30	0.63083	63	24.32416
31	0.69916	64	26.18833
32	0.77166	65	28.14000
33]	0.85166]	66]	30.07416]

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Contract Year	Maximum Monthly Rate	Contract Year	Maximum Monthly Rate
[67	[31.92166	[77	[52.58000
68	33.75166	78	55.37750
69	35.53083	79	58.31750
70	37.22750	80	61.40583
71	38.80833	81	64.64833
72	40.52583	82	68.05000
73	42.69833	83	71.61666
74	44.98416	84	75.35083
75	47.38916	85	79.25666
76]	49.91916]	86]	83.33333]

We may charge less than the maximum monthly rates. From time to time, we may change the rates we charge. We describe a number of the elements 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.

TABLE(S) CONTINUED ON NEXT PAGE

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**[Table of Maximum Monthly Insurance Rates per \$1,000 of Net Amount at Risk
for Rider to Provide Acceleration of Death Benefit]**

[Contract Year	Maximum Monthly Rate	Contract Year	Maximum Monthly Rate
[1	[0.00512	[34	[0.22491
2	0.00643	35	0.24718
3	0.00839	36	0.26653
4	0.00984	37	0.28641
5	0.01109	38	0.30735
6	0.01225	39	0.32941
7	0.01343	40	0.35310
8	0.01471	41	0.38594
9	0.01613	42	0.42617
10	0.01757	43	0.47076
11	0.01963	44	0.51984
12	0.02196	45	0.57312
13	0.02450	46	0.63881
14	0.02733	47	0.71358
15	0.03028	48	0.79104
16	0.03387	49	0.86848
17	0.03740	50	0.94593
18	0.04127	51	1.05863
19	0.04561	52	1.15187
20	0.05022	53	1.25216
21	0.05528	54	1.35870
22	0.06093	55	1.48341
23	0.06718	56	1.59897
24	0.07438	57	1.71806
25	0.08229	58	1.84069
26	0.09120	59	1.96687
27	0.10133	60	2.09660
28	0.11236	61	2.22990
29	0.12426	62	2.36669
30	0.18802	63	2.50704
31	0.17418	64	2.45690
32	0.18955	65	2.40777
33]	0.20651]	66]	2.35961]]

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[Contract Year	Maximum Monthly Rate	Contract Year	Maximum Monthly Rate
[67	[2.31242	[77	[1.88941
68	2.26617	78	1.85162
69	2.22085	79	1.81460
70	2.17643	80	1.77830
71	2.13291	81	1.74274
72	2.09025	82	1.70789
73	2.04843	83	1.67373
74	2.00747	84	1.64025
75	1.96733	85	1.60745
76]	1.92797]	86]	1.57529]

We may charge less than the maximum monthly rates. From time to time, we may change the rates we charge. We describe a number of the elements we use to determine such changes under General Provisions.]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

**[Table of Additional Amount Factors
for Rider for Payment of an Additional Amount Upon Surrender]**

[Contract Year	Factor
1	[1.22000
2	1.22000
3	1.05000
4	0.80000
5	0.55000
6	0.15000
7 and later	0.00000]]

TABLE(S) CONTINUED ON NEXT PAGE

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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.

Contract Year	Factors	Contract Year	Factors
[1	[5.62	[31	[2.08
2	5.43	32	2.01
3	5.24	33	1.95
4	5.07	34	1.90
5	4.90	35	1.84
6	4.74	36	1.79
7	4.58	37	1.74
8	4.43	38	1.69
9	4.28	39	1.65
10	4.14	40	1.60
11	4.00	41	1.56
12	3.87	42	1.52
13	3.74	43	1.49
14	3.62	44	1.45
15	3.50	45	1.42
16	3.38	46	1.39
17	3.27	47	1.36
18	3.16	48	1.33
19	3.06	49	1.30
20	2.96	50	1.28
21	2.86	51	1.25
22	2.77	52	1.23
23	2.68	53	1.21
24	2.59	54	1.20
25	2.51	55	1.18
26	2.43	56	1.17
27	2.35	57	1.15
28	2.28	58	1.14
29	2.21	59	1.13
30]	2.14]	60]	1.12]

TABLE(S) CONTINUED ON NEXT PAGE

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Contract Year	Factors	Contract Year	Factors
[61	[1.10	[75	[1.02
62	1.09	76	1.02
63	1.07	77	1.02
64	1.05	78	1.02
65	1.02	79	1.02
66	1.02	80	1.02
67	1.02	81	1.02
68	1.02	82	1.02
69	1.02	83	1.02
70	1.02	84	1.02
71	1.02	85	1.02
72	1.02	86	1.02
73	1.02	87]	1.00]
74]	1.02]		

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TABLE(S) CONTINUED

Advanced Premium Charge

“Cumulative Premiums” means the total premiums paid into the contract at any given point in time. The Threshold Amounts in the table below show the cumulative premiums that may be paid through the end of each contract year (subject to the premium limitations described in the Payment of Premiums provision) without being assessed an Advanced Premium Charge. During contract years [1] through [10], if the cumulative premiums exceed the Threshold Amount that applies in the current contract year, we will deduct the Advanced Premium Charge, described on page 3B, on each future monthly date through the end of the Premium Period. During contract years [1] through [10], if the cumulative premiums at the end of each contract year do not exceed the applicable Threshold Amount, the Advanced Premium Charge will never apply. The comparison of the cumulative premiums against the Threshold Amount for the assessment of Advanced Premium Charge is not performed after the end of the [10th] Contract Year.

Table of Threshold Amounts

Contract Year	Threshold Amount
[1	[\$12,486.63
2	\$24,973.26
3	\$37,459.89
4	\$49,946.52
5	\$62,433.15
6	\$74,919.78
7	\$87,406.41
8	\$99,893.04
9	\$112,379.67
10]	\$124,866.30]

END OF TABLE(S)

CONTRACT DATA**Insured's Information**

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

Rating Class

[Nonsmoker]

Basic Contract Information

Policy Number	[xx xxx xxx]
Contract Date	[July 1, 2020]
Premium Period	During the life of the Insured up to attained age 121
Beneficiary	[MARY DOE, wife]

Fixed Loan Interest Rate (years 1-10)	[4.00%]
Fixed Loan Interest Rate (years 11 and later)	[3.05%]

Participating Loan available starting in year	[4]
Maximum Participating Loan Interest Rate	[5.95%]

Guaranteed Alternate Contract Fund Interest Rate	1.00% (0.00272616% a day)
---	---------------------------

Insurance Department Contact Information

[State Insurance Department Name]
[Telephone Number: XXX-XXX-XXXX]

Type of Death Benefit (see Death Benefit Provisions)

[Type A]

Life Insurance on the Insured

Basic Insurance Amount	[\$250,000.00]
------------------------	----------------

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED

[Other Benefit(s) on the Insured (see appropriate form for details)]

[Rider [ICC16 VL 100 B2] - Payment of Net Premium Amount Benefit Upon Insured's Total Disability.]

[Rider [VL 110 B] - Rider For Insured's Accidental Death Benefit.

Amount	[\$25,000.00]]
--------	----------------

[Rider [ICC18 VL 145 B6] - Rider to Provide Acceleration of Death Benefit.]

[Rider [ICC17 PLI 496] - Rider For Payment of an Additional Amount Upon Surrender.]

[Rider [ICC17 PLI 552] - Rider for Excess Loan Protection.]

[Rider [ORD 87241] - Settlement Options to Provide Acceleration of Death Benefits.]

[Insurance on All Other Insureds (see appropriate form for details)]

[Rider [ICC16 VL 182 B] on the life of each dependent child - Level Term Insurance Benefit on Dependent Children.

Amount	[\$25,000.00]]
--------	----------------

[Rider [ICC16 VL 184 B] on the life of each dependent child - Level Term Insurance Benefit on Dependent Children.

Amount	[\$25,000.00]]
--------	----------------

Minimum Initial Premium

The minimum initial premium due on the Contract Date is [\$164.24].

Contract Limitations

The minimum premium we will accept is [\$25.00].

The minimum Basic Insurance Amount is [\$100,000.00].

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

The minimum amount you may withdraw is [\$250.00].

The maximum additional illustrative report charge is [\$25].

[The Type C Limiting Amount is [\$250,000.00].]

[The Type C Death Benefit Factor is [2].]

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED

Adjustments to Premium Payments

From each premium paid we will:

subtract a premium-based administrative charge of up to 3.75% of the premium paid.

subtract a charge for sales expenses at a rate of up to 8.00% of the premium paid.

The remainder of the premium is the net premium amount.

Adjustments to the Contract Fund

On the Contract Date the contract fund is equal to the net 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 net premium amounts.

adding guaranteed interest to amounts in the fixed account at an effective annual rate of 1% (0.00272616% a day).

adding any excess interest to amounts in the fixed account at an effective annual rate that Pruco Life declares.

adding guaranteed interest to the portion of the contract fund that has been borrowed as a fixed loan at an effective annual rate of [3% (0.00809863% a day)].

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 decrease 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 at an effective annual rate of up to: [0.25% (0.0208% a month)] of the contract fund (excluding the amount of any fixed loan).

subtracting a monthly Advanced Premium Charge at an effective annual rate of up to 0.55% (0.0457% a month) of the contract fund if the total premiums paid have exceeded the Threshold Amount (see Table of Threshold Amounts).

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED

subtracting a monthly charge for administrative expenses of up to:
[\$0.19] per \$1,000 of the basic insurance amount plus \$20.00.

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

subtracting a monthly charge for the Payment of Net Premium Amount Benefit Upon Insured's Total Disability (Rider [ICC16 VL 100 B2] of [7.485%] of the current total disability benefit as described in the Total Disability Benefit provision of the rider (this charge is waived during periods of total disability as described in the rider).]

subtracting a maximum monthly charge for Insured's Accidental Death Benefit (Rider [VL 110 B]) of [\$1.66].]

subtracting a monthly charge for Rider to Provide Acceleration of Death Benefit (Rider [ICC18 VL 145 B6]). This charge will be waived from the time benefit payments begin.]

subtracting a maximum monthly charge for Level Term Insurance Benefit on Dependent Children (Rider ICC16 VL 182 B) of [\$10.36] payable until [July 1, 2060].]

subtracting a maximum monthly charge for Level Term Insurance Benefit on Dependent Children (Rider ICC16 VL 184 B) of [\$10.36] payable until [July 1, 2060].]

subtracting a single charge for Rider For Payment of an Additional Amount Upon Surrender (Rider [ICC17 PLI 496]) due on the contract date of [\$187.50].]

subtracting a single charge for Rider for Excess Loan Protection ([Rider ICC17 PLI 552]) when the rider is exercised of no more than [3.50%] of the contract fund. Your request to exercise the rider must be dated on or after the later of (a) the fifteenth contract anniversary and (b) the contract anniversary on or after the Insured's 75th birthday. The contract debt must be equal to or greater than 95% of the cash value. Please see the rider for additional details.]

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

adding any Index Interest on the Indexed Account(s).

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED**Schedule of Maximum Surrender Charges**

For a full surrender of the contract, the maximum charge we will deduct from the contract fund and the alternate contract fund is shown below.

For a Surrender Occurring During Contract Year	The Maximum Surrender Charge is:
[1	[\$4,272.68
2	\$4,143.60
3	\$4,016.90
4	\$3,892.13
5	\$3,769.30
6	\$3,426.55
7	\$3,083.80
8	\$2,741.08
9	\$2,398.33
10	\$2,055.58
11	\$1,712.85
12	\$1,370.10
13	\$1,027.38
14	\$684.63
15	\$341.88
16] 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 Decrease in Basic Insurance Amount, Changing the Type of Death Benefit, and Withdrawals.)

[Rider To Provide Acceleration Of Death Benefit Information (see Rider [ICC18 VL 145 B6] for details)

[Initial Lifetime Benefit Amount:]	[\$250,000.00]
[Monthly Benefit Percent:]	[2%]
[Initial Daily Benefit Limit:]	[\$380.00]
[Daily Benefit Limit Compound Rate:]	[4%]
[Initial Benefit Size Discount Factor:]	[1.000000]

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED

Initial Account Selections

Payment Allocation instructions

[Fixed Account:]	[50%]
[S&P 500 Indexed Account:]	[25%]
[S&P 500 Uncapped Indexed Account:]	[25%]

[Designated Transfers]	[\$1,000.00]
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[S&P 500 Indexed Account:]	[50%]
[S&P 500 Uncapped Indexed Account:]	[50%]
[Specified Number of Designated Transfers:]	[12]

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED

[S&P 500® Indexed Account]

Type: [Annual Point-to-Point]

Index: [S&P 500® (which excludes dividends) *]

Transfer Date: [The 15th day of each calendar month following the contract date]

Guaranteed Minimum Participation Rate: [100%]
Guaranteed Minimum Index Growth Floor: [0%]
Guaranteed Minimum Index Growth Cap: [3%]

Segment Start Date: [The date money is transferred into an indexed account from the fixed account]

Segment Duration: [One year]
Segment Maturity Date: [One year from the Segment Start Date]

Average Daily Segment Value: [The amount allocated to an indexed account segment on the Segment Start Date less a prorated portion of the amounts withdrawn or deducted during the Segment Duration. The prorating is based on the number of days from the withdrawal or deduction transaction's effective date to the Segment Maturity Date divided by the number of days from the Segment Start Date to the Segment Maturity Date.]

Index Interest: [On each Segment Maturity Date we will determine the Index Interest as the Average Daily Segment Value times the Index Growth Rate. The Index Growth Rate equals: (a) divided by (b), minus 1, then times (c), but not less than (d) and not greater than (e), where:
(a) = the Index value on the Segment Maturity Date
(b) = the Index value on the Segment Start Date
(c) = the Participation Rate
(d) = the Index Growth Floor
(e) = the Index Growth Cap]

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED

[S&P 500® Uncapped Indexed Account]

Type: [Annual Point-to-Point]

Index: [S&P 500® (which excludes dividends) *]

Transfer Date: [The [15th] day of each calendar month following the contract date]

Guaranteed Minimum Participation Rate: [100%]
Guaranteed Minimum Index Growth Floor [0%]
Guaranteed Minimum Index Growth Cap: [NA]
Guaranteed Maximum Index Spread: [30%]

Segment Start Date: [The date money is transferred into an indexed account from the fixed account]

Segment Duration: [One year]

Segment Maturity Date: [One year from the Segment Start Date]

Average Daily Segment Value: [The amount allocated to an indexed account segment on the Segment Start Date less a prorated portion of the amounts withdrawn or deducted during the Segment Duration. The prorating is based on the number of days from the withdrawal or deduction transaction's effective date to the Segment Maturity Date divided by the number of days from the Segment Start Date to the Segment Maturity Date.]

Index Interest: [On each Segment Maturity Date we will determine the Index Interest as the Average Daily Segment Value times the Index Growth Rate. The Index Growth Rate equals: (a) divided by (b), minus 1, then times (c), minus (e), but not less than (d), where:
(a) = the Index value on the Segment Maturity Date
(b) = the Index value on the Segment Start Date
(c) = the Participation Rate
(d) = the Index Growth Floor
(e) = the Index Spread]

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED

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END OF CONTRACT DATA

TABLE(S)

Table of Limited No-Lapse Guarantee Values

The amounts below are not cash amounts that you can realize by surrendering the contract, nor are they death benefits payable. They are amounts used solely to determine whether the contract is protected against default on a monthly date as described under Limited No-Lapse Guarantee.

These values are used to determine the limited no-lapse guarantee as described under Limited No-Lapse Guarantee. The values on contract anniversaries are shown below. On a date that falls between two anniversaries, the value will fall between the values for those anniversaries considering the time that has passed since the last anniversary.

The Limited No-Lapse Guarantee period is the first [20] contract years.

Contract Anniversary	Limited No-Lapse Guarantee Value
Contract Date	[\$0.00
[1st	\$1,879.63
2nd	\$3,815.65
3rd	\$5,809.75
4th	\$7,863.67
5th	\$9,979.21
6th	\$12,158.21
7th	\$14,402.58
8th	\$16,714.28
9th	\$19,095.33
10th	\$21,547.82
11th	\$24,073.88
12th	\$26,675.72
13th	\$29,355.62
14th	\$32,115.92
15th	\$34,959.02
16th	\$37,887.42
17th	\$40,903.67
18th	\$44,010.41
19th	\$47,210.35
20th]	\$50,506.29]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

Table of Maximum Monthly Insurance Rates per \$1,000 of Net Amount at Risk

Contract Year	Maximum Monthly Rate	Contract Year	Maximum Monthly Rate
[1	[0.07666	[34	[0.94083
2	0.08833	35	1.04416
3	0.10000	36	1.16666
4	0.10916	37	1.31166
5	0.11583	38	1.48250
6	0.12166	39	1.67916
7	0.12916	40	1.90166
8	0.13750	41	2.14666
9	0.14583	42	2.41583
10	0.15083	43	2.71333
11	0.15583	44	3.04750
12	0.16166	45	3.43083
13	0.16750	46	3.87583
14	0.17500	47	4.38416
15	0.18333	48	4.96583
16	0.19416	49	5.64000
17	0.21000	50	6.42333
18	0.23000	51	7.33083
19	0.25083	52	8.37666
20	0.27250	53	9.56833
21	0.29333	54	10.88750
22	0.31250	55	12.30583
23	0.33250	56	13.79083
24	0.35416	57	15.29666
25	0.38083	58	16.79500
26	0.41416	59	18.24416
27	0.45833	60	19.57583
28	0.50916	61	20.96666
29	0.56750	62	22.58583
30	0.63083	63	24.32416
31	0.69916	64	26.18833
32	0.77166	65	28.14000
33]	0.85166]	66]	30.07416]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

Contract Year	Maximum Monthly Rate	Contract Year	Maximum Monthly Rate
[67	[31.92166	[77	[52.58000
68	33.75166	78	55.37750
69	35.53083	79	58.31750
70	37.22750	80	61.40583
71	38.80833	81	64.64833
72	40.52583	82	68.05000
73	42.69833	83	71.61666
74	44.98416	84	75.35083
75	47.38916	85	79.25666
76]	49.91916]	86]	83.33333]

We may charge less than the maximum monthly rates. From time to time, we may change the rates we charge. We describe a number of the elements 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.

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

**[Table of Maximum Monthly Insurance Rates per \$1,000 of Net Amount at Risk
for Rider to Provide Acceleration of Death Benefit]**

[Contract Year	Maximum Monthly Rate	Contract Year	Maximum Monthly Rate
[1	[0.00512	[34	[0.22491
2	0.00643	35	0.24718
3	0.00839	36	0.26653
4	0.00984	37	0.28641
5	0.01109	38	0.30735
6	0.01225	39	0.32941
7	0.01343	40	0.35310
8	0.01471	41	0.38594
9	0.01613	42	0.42617
10	0.01757	43	0.47076
11	0.01963	44	0.51984
12	0.02196	45	0.57312
13	0.02450	46	0.63881
14	0.02733	47	0.71358
15	0.03028	48	0.79104
16	0.03387	49	0.86848
17	0.03740	50	0.94593
18	0.04127	51	1.05863
19	0.04561	52	1.15187
20	0.05022	53	1.25216
21	0.05528	54	1.35870
22	0.06093	55	1.48341
23	0.06718	56	1.59897
24	0.07438	57	1.71806
25	0.08229	58	1.84069
26	0.09120	59	1.96687
27	0.10133	60	2.09660
28	0.11236	61	2.22990
29	0.12426	62	2.36669
30	0.18802	63	2.50704
31	0.17418	64	2.45690
32	0.18955	65	2.40777
33]	0.20651]	66]	2.35961]]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

[Contract Year	Maximum Monthly Rate	Contract Year	Maximum Monthly Rate
[67	[2.31242	[77	[1.88941
68	2.26617	78	1.85162
69	2.22085	79	1.81460
70	2.17643	80	1.77830
71	2.13291	81	1.74274
72	2.09025	82	1.70789
73	2.04843	83	1.67373
74	2.00747	84	1.64025
75	1.96733	85	1.60745
76]	1.92797]	86]	1.57529]

We may charge less than the maximum monthly rates. From time to time, we may change the rates we charge. We describe a number of the elements we use to determine such changes under General Provisions.]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

**[Table of Additional Amount Factors
for Rider for Payment of an Additional Amount Upon Surrender]**

[Contract Year	Factor
1	[1.22000
2	1.22000
3	1.05000
4	0.80000
5	0.55000
6	0.15000
7 and later	0.00000]]

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.

Contract Year	Factors	Contract Year	Factors
[1	[5.62	[31	[2.08
2	5.43	32	2.01
3	5.24	33	1.95
4	5.07	34	1.90
5	4.90	35	1.84
6	4.74	36	1.79
7	4.58	37	1.74
8	4.43	38	1.69
9	4.28	39	1.65
10	4.14	40	1.60
11	4.00	41	1.56
12	3.87	42	1.52
13	3.74	43	1.49
14	3.62	44	1.45
15	3.50	45	1.42
16	3.38	46	1.39
17	3.27	47	1.36
18	3.16	48	1.33
19	3.06	49	1.30
20	2.96	50	1.28
21	2.86	51	1.25
22	2.77	52	1.23
23	2.68	53	1.21
24	2.59	54	1.20
25	2.51	55	1.18
26	2.43	56	1.17
27	2.35	57	1.15
28	2.28	58	1.14
29	2.21	59	1.13
30]	2.14]	60]	1.12]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

Contract Year	Factors	Contract Year	Factors
[61	[1.10	[75	[1.02
62	1.09	76	1.02
63	1.07	77	1.02
64	1.05	78	1.02
65	1.02	79	1.02
66	1.02	80	1.02
67	1.02	81	1.02
68	1.02	82	1.02
69	1.02	83	1.02
70	1.02	84	1.02
71	1.02	85	1.02
72	1.02	86	1.02
73	1.02	87]	1.00]
74]	1.02]		

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

Advanced Premium Charge

“Cumulative Premiums” means the total premiums paid into the contract at any given point in time. The Threshold Amounts in the table below show the cumulative premiums that may be paid through the end of each contract year (subject to the premium limitations described in the Payment of Premiums provision) without being assessed an Advanced Premium Charge. During contract years [1] through [10], if the cumulative premiums exceed the Threshold Amount that applies in the current contract year, we will deduct the Advanced Premium Charge, described on page 3B, on each future monthly date through the end of the Premium Period. During contract years [1] through [10], if the cumulative premiums at the end of each contract year do not exceed the applicable Threshold Amount, the Advanced Premium Charge will never apply. The comparison of the cumulative premiums against the Threshold Amount for the assessment of Advanced Premium Charge is not performed after the end of the [10th] Contract Year.

Table of Threshold Amounts

Contract Year	Threshold Amount
[1	[\$12,486.63
2	\$24,973.26
3	\$37,459.89
4	\$49,946.52
5	\$62,433.15
6	\$74,919.78
7	\$87,406.41
8	\$99,893.04
9	\$112,379.67
10]	\$124,866.30]

END OF TABLE(S)

DEFINITIONS

We, our, us, the Company 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.

Attained Age. - The Insured's attained age at any time is the issue age plus the number of completed years since the contract date. You will find the Insured's issue age near the top of page 3.

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

Company Representative. - Pruco Life licensed producers and brokers authorized to sell Pruco Life products.

THE CONTRACT

Entire Contract

This policy and any attached copy of a rider, endorsement, and 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, or above, may agree to modify this contract, and then only in writing.

Incontestability

Except for non-payment of enough premium to prevent your policy from lapsing (see Default), we will not contest this contract after it has been in force during the Insured's lifetime for two years from the issue date. We will not contest this contract for statements made in an application for reinstatement after the policy has been in force and the Insured has been alive for two years from the date of reinstatement.

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 at our Home Office and, unless a different future effective date is specified by you, it will take effect on the date you signed the request. Any rights created by your request will not apply to any payments we have made or actions we have taken before the request was received and recorded at our Home Office. If you request an effective date after the date we have received and recorded your request, any rights created by your request will not apply to any payments we have made or actions we have taken prior to your chosen effective date. If the owner is a joint owner, all rights under this contract will be equally shared. If there is a contingent owner, all rights under this policy will remain with the primary owner during the primary owner's lifetime.

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.

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.

Payments received after the Insured's date of death will be returned. Charges will not be deducted for any period after the Insured's 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 greater of the contract fund and the alternate 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 greater of the contract fund and the alternate contract fund, before deduction of any monthly charges due on that date, and (2) the greater of the contract fund and the alternate 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 either the contract fund or the alternate 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 has not been surrendered and 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 without any death benefit paid, and we will return the premiums paid, less any contract debt, and less any withdrawals.

If the Insured, whether sane or insane, dies by suicide within two years from the effective date of this policy's reinstatement, this contract will end without any death benefit paid, and we will return the reinstatement charge and any premiums paid after the reinstatement date, less any contract debt, and less any withdrawals.

Interest on Death Benefit

Any death benefit described above that is requested as a single sum will be credited with interest from the date of death at a rate at least equal to the effective annual rate declared by us for funds left on deposit (see Settlement Options). We will use the rate that is in effect on the date of death.

Interest shall accrue on the death benefit at the rate described above plus additional interest at a rate of 10% annually beginning 31 calendar days from the latest of the following dates:

- (a) the date that we have received due proof of the death of the Insured,
- (b) the date we receive all the information we need to be able to determine the beneficiary(ies) and what we owe them, and
- (c) the date that any legal impediments to the payment of the death benefit have been resolved. Such legal impediments may include, but are not limited to, the establishment of legal guardians, appointment of trustees or executors, or the need for additional information required by state and federal reporting requirements.

We may credit additional interest in accordance with our current guidelines or applicable law at the time of claim.

DECREASE IN BASIC INSURANCE AMOUNT

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

1. You must ask for the decrease in a form that meets our needs.
2. The amount of a decrease must be at least equal to the minimum decrease in basic insurance amount shown under Contract Limitations in the contract data pages.
3. 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.

4. If we ask you to do so, you must send us the contract to be endorsed.
5. The contract must not be in default.
6. 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.

We may decline the decrease if we determine it would cause the contract to fail to qualify as life insurance under the applicable tax law. A decrease 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 decrease, we will recompute the contract's charges and values in the appropriate tables. A decrease 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 decrease and the recomputed charges and values. If the Insured is not living on the effective date, the decrease will not take effect. We may deduct the administrative charge (shown under Adjustments to the Contract Fund) for the decrease.

Surrender Charge on Decreases

We will reduce the basic insurance amount by the amount of the decrease. To determine the surrender charge associated with the decrease, we multiply the surrender charge (see Schedule of Maximum Surrender Charges) by the amount of the decrease, and divide by the basic insurance amount before the decrease.

COST OF INSURANCE

On each monthly date, we will deduct a charge for the cost of insurance from the contract fund and the alternate 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 the basic insurance amount shown in the contract data pages using the maximum monthly rate shown under the Table of Maximum Monthly Insurance Rates. We then multiply the rate by the net amount at risk (see Contract Fund) divided by \$1,000 to compute the maximum charge for the cost of insurance. For the purpose of computing the net amount at risk, if either the contract fund or the alternate contract fund is less than zero, we will consider it to be zero.

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 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 and the alternate contract fund the administrative charge shown for decreases in the basic insurance amount under Adjustments to the Contract Fund. We may deduct from the contract fund and the alternate contract fund a surrender charge for a reduction in the basic insurance amount as described in the Decrease In Basic Insurance Amount provision.

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.

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.

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 at our Home Office, and unless a different future effective date is specified by you, it will take effect on the date you signed the request. Any rights created by your request will not apply to any payment(s) we have made or actions we have taken before your request was received and recorded. If you request an effective date after the date we have received and recorded your request, any rights created by your request will not apply to any payments we have made or actions we have taken prior to your chosen effective date. 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.

PREMIUM PAYMENT

Payment of Premiums

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 exceed the minimum initial premium.

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. A premium may be paid at our Home Office or to any 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 will refund the excess of any premium payment made over the maximum amount that could be paid without disqualifying the policy as life insurance under Section 7702 of the Internal Revenue Code. However, the premium shall not be refunded if it is necessary to continue insurance coverage. We also have the right to refuse to accept any payment that increases the death benefit by more than it increases the contract fund.

While a loan exists, we will treat the amounts you pay as premiums unless you submit to us a written request that they be treated as loan repayments.

Net Premium Amount

The net premium amount is the portion of each premium you pay that we add to the contract fund and the alternate contract fund. It is equal to the premium paid minus the adjustments to premium payments shown on a contract data page.

Crediting the Initial Premium Payment

If we receive the first premium payment on or before the contract date, we will credit the net premium amount to the contract fund and the alternate contract fund on the contract date.

If we receive the first premium payment after the contract date, we will credit the net premium amount to the contract fund and the alternate contract fund on the date we receive your payment.

Allocations

We initially will allocate 100% of any net premium into the fixed account. No index interest will be credited to the fixed account. Amounts may be transferred from the fixed account to an indexed account as described under Transfers.

CONTRACT FUND

When you make your first premium payment, the net 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. Additional amounts credited to the contract fund are nonforfeitable after crediting except indirectly due to surrender charges.

Alternate Contract Fund

On the Contract Date, the alternate contract fund is equal to the net premium amount credited on that date, minus any of the charges described under Adjustments to the Contract Fund which may be due on that date.

On each day after the Contract Date, we adjust the alternate contract fund by adding any net premium amounts and adding guaranteed interest to amounts in the alternate contract fund at an effective annual and daily rate equal to the guaranteed alternate contract fund interest rate shown in the contract data pages and subtracting any withdrawals and any charges described under Adjustments to the Contract Fund which may be due on that date.

On each monthly date, we will adjust the alternate contract fund by subtracting the monthly charges as described in the contract data pages under Adjustments to the Contract Fund.

We will not deduct charges based on a percentage of the contract fund in the determination of the alternate contract fund.

Cash Value

The cash value at any time is the greater of the contract fund and the alternate contract fund, less any surrender charge. We show the maximum surrender charge in the Schedule of Maximum Surrender Charges.

Net Cash Value

The net cash value at any time is the cash value less any contract debt. If the contract is in default, the net cash value is zero.

Net Amount at Risk

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 greater of the contract fund and the alternate contract fund. For the purpose of computing the net amount at risk, if either the contract fund or the alternate contract fund is less than zero we will consider it to be zero.

Deductions From the Contract Fund

Charges and withdrawals deducted from the contract fund are described under Adjustments to the Contract Fund, Decrease in Basic Insurance Amount, Cost of Insurance, Changing the Type of Death Benefit, and Withdrawals. When making such deductions, we will first reduce the fixed account portion of the contract fund, if any, and then we will reduce the most recently created indexed account segments. For multiple index segments created on the same date, amounts will be taken from these index segments in proportion to the value of these segments.

DEFAULT

Excess Contract Debt Default

If your policy has an outstanding loan and 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.

If your policy has an outstanding participating loan, it will not terminate in a contract year as the sole result of change in the interest rate during that contract year; we will maintain coverage during that contract year until the time at which it would otherwise have terminated if there had been no change in the participating loan interest rate during that contract year.

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 unless it remains in force under the Limited No-Lapse Guarantee.

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 initial notice to pay this amount. The contract will remain in force during this period. If that amount is not paid to us or postmarked by the end of the 61-day grace period, the contract will end and have no value. At least 30 days prior to termination of coverage, we will send another notice to your last known address, reiterating the amount you must pay to bring the policy out of default. We will also send a notice to any assignee of record at least 30 days prior to termination of coverage.

LIMITED NO-LAPSE GUARANTEE

On each monthly date during the Limited No-Lapse Guarantee period shown under the Table of Limited No-Lapse Guarantee Values, and while the contract is in force, we will:

1. Accumulate premium payments at 3% annual interest from the Monthly Date on or preceding the date of receipt;
2. Accumulate any withdrawal amounts at 3% annual interest; and
3. If the contract was previously reinstated (see Reinstatement), accumulate at 3% annual interest any loan amount at the time of default. We then subtract amounts 2 and 3 from amount 1 and compare the result to the values shown in or derived from the Table of Limited No-Lapse Guarantee Values for such monthly date. If the result is equal to or greater than the appropriate value and the contract has no excess contract debt, the contract will remain in force until the next monthly date. If the result is less than the appropriate value and any of the events described under Default have occurred, the contract is in default as described under Default.

The Limited No-Lapse Guarantee will not prevent the contract from being in default for excess contract debt.

The Table of Limited No-Lapse Guarantee Values shows such values on contract anniversaries. On a date that falls between two anniversaries, the value will fall between the values for those anniversaries considering the time that has passed since the last anniversary.

The policy's cash value at the end of the Limited No-Lapse Guarantee period may be insufficient to keep the policy in force unless an additional premium payment is made at that time (see Default).

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 at the same rating class that applied at the expiration of the grace period.
3. You must pay us a premium that we estimate will be sufficient, after deduction of the charges shown under Adjustments to the Premium, to cover: (a) an amount, if any, required to bring the net cash value to zero when the grace period expired, plus (b) the deductions from the contract fund for three monthly dates starting on the date of reinstatement. Required payment amounts will reflect any charges due and unpaid from the period during which the policy was supported by a limited no-lapse guarantee in addition to charges due and unpaid during the grace period.
4. Accrued loan interest due when the grace period expired, if any, must also be paid. Any remaining contract debt will be canceled and will not be reinstated.

The date of reinstatement will be the date we approve your request. Upon approval, we will deduct all required charges from your payment and put the balance in your contract fund. We will also credit the contract fund with a refund of that part of any surrender charge deducted at the expiration of the grace period which would have been charged if the contract were surrendered immediately after reinstatement. The amount of your alternate contract fund on reinstatement will equal the amount of the alternate contract fund on the lapse date less the amount of any contract debt plus the amount of the net reinstatement payment. Following reinstatement, all policy charges resume based upon the current contract year and attained age of the Insured.

Any amounts paid or credited upon reinstatement will be allocated to the fixed account.

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.

After the grace period and within thirty days after an anniversary, the net cash value will not be less than the net cash value on that anniversary adjusted for any loan you take out or pay back during those thirty days.

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 contract fund less any surrender charge and less any contract debt 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 and Alternate Contract Fund

On the date we approve your request, we will reduce your contract fund and alternate contract fund by the withdrawal amount and the 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 and the alternate contract fund as described in the Decrease In Basic Insurance Amount provision.

We will usually pay any withdrawal amount within seven days after we receive your request at our Home Office, but we have the right to postpone paying it for up to six months.

LOANS

Subject to 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 Types

There are two types of loans available with this policy: a fixed loan and a participating loan. If your policy has no outstanding loans and you request a loan, unless otherwise specified, we will give you a fixed loan. If there is an existing loan against your policy at the time of any new request, the new loan will be the same type as the existing loan unless you request a loan conversion. If you request a loan conversion, the existing loan and the new loan will be of the type requested. You may request a conversion from one loan type to another only once in any 12-month period. Your policy may not have simultaneously a fixed loan and a participating loan.

Availability

Fixed loans become available at the beginning of the first contract year; participating loans become available at the beginning of the contract year shown in the contract data pages.

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 on a Fixed Loan

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

Interest Charge on a Participating Loan

We will charge interest daily on any participating loan. Interest is due on each contract anniversary, or when the participating loan is paid back or converted, whichever comes first. If interest is not paid when due, we will increase the participating loan amount by any unpaid interest. We charge interest at an annual rate not more than shown under Maximum Participating Loan Interest Rate in the contract data pages. We may change the current participating loan interest rate no more frequently than once per quarter. When you initially take out a participating loan, we will inform you of the current interest rate; if there is an interest rate change, we will notify you in advance of that change.

Effect on Contract Fund – Fixed Loan

When you take a fixed loan, the amount of the fixed loan continues to be a part of the contract fund and is credited with interest as described in the contract data pages.

We will first reduce the amount in the fixed account (if any) by the amount you borrow (including loan interest that is not paid when due), and then the most recently created indexed account segments. When a fixed loan causes a reduction in an indexed account segment, we reserve the right to initiate a transfer restriction period (see Transfers). A deduction from an indexed account segment due solely to an increase in the fixed loan amount as a result of unpaid interest added to the outstanding loan will not trigger the start of a transfer restriction period.

On each monthly date, if there is a fixed loan outstanding at any time during the previous month, we will increase the portion of the contract fund in the fixed account by interest credits accrued on the fixed loan since the last monthly date. When you repay all or part of a fixed loan, we will increase the portion of the contract fund in the fixed account by the amount of that repayment.

We will not increase the portion of the contract fund allocated to the fixed account by fixed loan interest that is paid before we make it part of the fixed loan.

Effect on Contract Fund – Participating Loan

When you take a participating loan, the amount of the participating loan continues to be a part of the contract fund and is credited with interest at the same rate as the unloaned portion of the contract fund; loaned funds from the indexed account continue to participate in the indexed account; and loaned funds from the fixed account continue to earn the fixed account crediting rate, which is credited daily.

Effect on Alternate Contract Fund

When you take a loan, the amount of the loan continues to be a part of the alternate contract fund and is credited with the guaranteed interest rate for the alternate contract fund as described in Alternate Contract Fund.

Postponement of Loans

We reserve the right to postpone paying your loan for up to six months, except for any loan made to pay premiums due on any contracts you have with us.

INTEREST CREDITING OPTIONS

You may allocate the amounts in your policy among the fixed account and indexed account(s). We show the indexed account(s) available to you in the contract data pages. We reserve the right to add additional indexed account(s). If an indexed account is added, we will notify you.

You must provide us with your allocation instructions in a form that meets our needs on or before a transfer date. The initial allocation instructions that you provided to us are shown in the contract data pages and will remain the same unless you request a change.

All funds will be allocated according to your current allocation instructions until you provide new allocation instructions.

Fixed Account

Amounts in the fixed account are credited with guaranteed interest as described in the contract data pages. We may also credit excess interest. All premium payments, reinstatement premiums, loan repayments, loan interest credits, and amounts from matured indexed account segments are initially deposited in the fixed account. Any excess interest credited is nonforfeitable after crediting except indirectly due to surrender charges. Amounts are retained in the fixed account or transferred to indexed account(s) in accordance with your allocation instructions and the policy provisions governing transfers (see Payment Allocation Instructions and Transfers from the Fixed Account).

Indexed Accounts

Amounts in the indexed account(s) are credited with interest as described in the contract data pages. When an indexed account segment matures, the segment may be credited with index interest determined using index values as described below. The value of an indexed account equals the sum of the values in each of that indexed account's segments. The index for an indexed account is shown in the contract data pages (see Index Interest).

Index

The index for each indexed account is shown in the contract data pages. No fewer than one indexed account will be available to you.

Index Value

The index value on any date is the published value of the index, excluding any dividends that may be paid by the firms that comprise the index, as of the close of business on that date. If there is no published closing value for the index on a segment start date or a segment maturity date, we will use the most recent published closing value for the index.

Transfer Dates

Transfer dates are described in the contract data pages. Indexed account segments may be created only on transfer dates.

Payment Allocation Instructions

Net Premium, reinstatement premiums and loan repayments are first allocated to the fixed account. All or a portion of such amounts received by us since the previous transfer date will then be automatically transferred from the fixed account to the selected indexed account(s), according to your most recent payment allocation instructions on file with us. If, on the transfer date, the fixed account value is less than the amounts initially allocated, the payment allocation percentages indicated by you in your most recent instructions on file with us will instead be applied against the fixed account value on that date.

Indexed Account Segments

Each time a transfer is made from the fixed account to an indexed account a new indexed account segment is created. The segment start date is the transfer date on which the transfer from the fixed account is made. The transfer date, segment start date, segment duration, and segment maturity dates are shown in the contract data pages for each indexed account.

On the segment maturity date, index interest is credited as described in the contract data pages. The final value at segment maturity after index interest is credited is then transferred to the fixed account. In accordance with your allocation instructions, the amount can then be transferred from the fixed account to new indexed account segment(s) on that same day. You can submit separate allocation instructions that will direct the proceeds of a maturing index segment into your chosen account(s), including the fixed account and all available indexed accounts. Unless maturing segment instructions are provided, maturing index segment values will allocate to a new segment in the same indexed account. If this policy lapses or terminates before the segment maturity date, no index interest will be credited.

Participation Rate

The participation rate is used in determining index interest for each indexed account segment. The guaranteed minimum participation rate for an indexed account is shown in the contract data pages. We will determine the participation rate for each segment in advance. The participation rate for each segment will not be lower than the guaranteed minimum participation rate shown in the contract data pages for that indexed account. Once an indexed account segment is created, its participation rate will not change.

Index Growth Floor

The index growth floor is used in determining index interest for each indexed account segment. The guaranteed minimum index growth floor for an indexed account is shown in the contract data pages. This rate is credited daily to each indexed account segment. We will determine the index growth floor for each segment in advance. Once an indexed account segment is created, its index growth floor will not change. The index growth floor applicable for any future indexed account segment may change at our discretion. The index growth floor for each segment will not be lower than the guaranteed minimum index growth floor for that indexed account.

Index Growth Cap

The index growth cap is used in determining index interest for certain indexed account segment(s). The guaranteed minimum index growth cap for an applicable indexed account is shown in the contract data pages. We will determine the index growth cap for each segment in advance. Once an indexed account segment is created, its index growth cap will not change. The index growth cap applicable for any future indexed account segment may change at our discretion. The index growth cap for each segment will not be lower than the guaranteed minimum index growth cap for that indexed account.

Index Spread

The index spread (if applicable) is used in determining index interest for certain indexed account segments. The guaranteed maximum index spread for an applicable indexed account is shown in the contract data pages. We will determine the index spread for each segment in advance. The index spread may change at our discretion. The index spread for each segment will not be higher than the guaranteed maximum index spread for that indexed account. Once an indexed account segment is created, its index spread will not change.

Index Interest

Index interest may be credited on each segment maturity date using the indexed account segment's average daily segment value on the segment maturity date, the index value on the segment's start date, the index value on the segment's maturity date, the participation rate, the index growth floor, the index growth cap, and the index spread. The method we use to compute the average daily segment value and index interest are shown in the contract data pages for an indexed account.

Discontinuation of or Substantial Change to an Index

If the index described in the contract data pages is no longer available or if the index calculation is substantially changed, we reserve the right to substitute a replacement index subject to our discretion and approval by the Interstate Insurance Product Regulation Commission. If an index is replaced, we will notify you and any assignee of record of the substitution.

Closure or Replacement of an Indexed Account

At least one indexed account will always be available on your policy, but we reserve the right to close an indexed account at any time. If this happens, no new transfers to that indexed account will be allowed and amounts expiring on segment maturity dates will be moved by us to the fixed account or to an indexed account of your choice, until no value remains in that indexed account. If an indexed account is withdrawn, replaced or closed, we will notify you and any assignee of record.

TRANSFERS

Subject to the limitations described in this policy, you may choose to allocate amounts among the fixed account and indexed account(s). Transfers are permitted only on transfer dates occurring after the tenth day after you receive this contract. We allocate any funds based on your most recent allocation instructions. If any funds are received later than two business days prior to a transfer date, we reserve the right to delay allocating that payment until the following transfer date.

Transfers from the Fixed Account

On each transfer date, we will retain amounts in the fixed account and transfer amounts from the fixed account to the indexed account(s) according to your allocation instructions. If applicable, this shall include any delayed allocation of payments received by us later than two business days prior to the previous transfer date as described above.

Designated Transfers

You may elect to designate a specific dollar amount as a monthly designated transfer from the fixed account to an indexed account(s). If on a transfer date, at the time of transfer, the value of the fixed account is less than the designated amount, the full value of the fixed account will be transferred in proportion to the allocation instructions.

You may elect to add, change or discontinue the designated transfer allocation instructions at any time. We reserve the right to delay the election of, or changes to, any designated transfer allocation instructions that are received later than two business days prior to a transfer date, until the following transfer date.

The designated transfers will terminate at the earliest of the following:

1. the designated transfer allocation instructions are cancelled by the owner;
2. a number of months has elapsed equal to the number of transfers specified by the owner in their current designated transfer instructions;
3. on a future date requested by the owner.

Requested Transfers

You may choose to submit a request to transfer a specified dollar amount or specified percentage from the fixed account to the indexed account(s) at any time. If less than the requested amount is available, the full amount of the fixed account will be transferred. If a percentage is selected it will apply to the fixed account value on the transfer date. The submitted transfer instructions must specify a whole percentage of the transfer amount to be allocated to each indexed account. The sum of these percentages must add up to 100%. Only one requested transfer is allowed per transfer date. If we receive multiple transfer requests since the last transfer date, only the most recent request will be honored. We reserve the right to require a minimum requested transfer amount.

Multiple Transfer Events

When more than one of the following events takes place on the same transfer date, the transactions will be processed in the order shown:

1. Maturing Index Segment Allocation Instructions;
2. Requested Transfer Allocation Instructions;
3. Designated Transfer Allocation Instructions;
4. Payment Allocation Instructions.

Transfers from the Indexed Account(s)

On each segment maturity date, we will credit any index interest to an indexed account segment, then transfer the amounts to the fixed account. If you have chosen to allocate your funds to an indexed account, the amounts will then be transferred that day from the fixed account to new indexed account segment(s) in accordance with your most recent maturing index segment allocation instructions.

Transfer Restriction Period

We reserve the right to initiate a transfer restriction period whenever a fixed loan causes a reduction in an indexed account segment. The transfer restriction period is a 12-month period when no transfers are allowed from the fixed account to an indexed account. This period begins on the date any portion of a loan causes a reduction in an indexed account segment (see Loans). Net premiums and loan repayments received by us during a transfer restriction period will remain in the fixed account until the end of the transfer restriction period. When the transfer restriction period ends, if an indexed account is included in your current allocation instructions on file with us, amounts in the fixed account will be transferred to the indexed account(s) you have selected on the next available transfer date.

GENERAL PROVISIONS

Conformity with Interstate Insurance Product Regulation Commission Standards

The provisions of this contract were approved and issued under the authority of the Interstate Insurance Product Regulation Commission. Any provision of the policy that on the provision's effective date is in conflict with the applicable Interstate Insurance Product Regulation Commission standards for this product type in effect as of the provision's effective date of Commission policy approval will hereby be amended to conform to the applicable Interstate Insurance Product Regulation Commission standards in effect as of the provision's effective date of Commission policy approval.

Annual Report

Once each contract year we will send you, without charge, a report. It will show: the current death benefit; the amount of the contract fund, if any, at the beginning and at the end of the current report period, and the alternate contract fund; the net cash value; any contract debt and the interest rate we are charging; premiums paid, interest credited, index interest, charges deducted, and withdrawals taken since the last report. The report will include the beginning and end dates of the current report, and may also show any other data that may be required where this contract is delivered. The annual report will indicate if the projected contract fund (assuming guaranteed interest and charges) will not be sufficient to maintain insurance in force until the end of the next reporting period unless further premium payments are made. You may also request an illustrative report once each contract year at no cost. We may charge a fee of up to the amount shown in the contract data pages for providing additional illustrative reports.

Payment of Death Claim

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.

Currency

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.

Misstatement of Age or Sex

If the Insured's stated age and/or sex (if applicable) 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/or sex (if applicable).

Assignment

You may request an assignment of your 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. We will not be deemed to know of an assignment unless we receive it, or a copy of it, at our Home Office. 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 assignment at our Home Office, and unless a different future effective date is specified by you, it will take effect on the date you signed the request. We are not obliged to see that an assignment is valid or sufficient. Any rights created by your request will not apply to any payments we have made or actions we have taken before the assignment was received and recorded at our Home Office. If you request an effective date after the date we have received and recorded your request, any rights created by your request will not apply to any payments we have made or actions we have taken prior to your chosen effective date. 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 (if applicable).

Change in Plan

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.

Elements Subject to Change

Subject to any guarantees shown in the contract data pages, we have the right to set and to change from time to time the following elements of the policy: (a) the charge for sales expenses and the premium-based administrative charge that are deducted from each premium paid; (b) the monthly insurance rates used to compute the charge for the cost of insurance, the monthly charges for administrative expenses, and any charges for riders and other administrative charges that may be deducted from the contract fund; (c) the rate of any excess interest credit; and (d) for indexed interest credited to any indexed account, any calculation components, including the indexed accounts' participation rates, growth floors, index spread, and growth caps. We will not change any of the contract charges more frequently than once per year and we will not change the rate of any excess interest and any of the indexed interest calculation components more frequently than once per month.

Any setting of or changes to any contract element described above will consider one or more factors such as, but not limited to, mortality, persistency, policy funding, net amount at risk, expenses, taxes, and investment earnings and profit. Changes will be based on our future expectations with respect to any one or more of the factors we use to determine such changes. Any changes in contract elements will be on a class basis as we determine. All changes will be determined only prospectively.

Non-participating

This contract will not share in our profits or surplus earnings. We will pay no dividends on it.

Applicable Tax Law

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.

Age 121

We discontinue the monthly charges from the contract fund and the alternate 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 except for amounts required to keep the policy in force under the grace period, and no monthly charges will be deducted from the contract fund and the alternate contract fund. Loans, loan repayments, and withdrawals can continue to be made after age 121. Cash value default may not occur on or following such anniversary. Excess contract debt default may occur if contract debt ever grows to be equal to or more than the cash value (See Default).

The contract 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 contract after the Insured reaches age 100.

BASIS OF COMPUTATION

Mortality Basis and Interest Rate

We compute maximum monthly insurance rates using:

1. for issue ages 18 and above, the Commissioners 2017 Standard Ordinary Smoker and Nonsmoker Ultimate Mortality Tables (for issue ages less than 18, we will use the Commissioners 2017 Standard Ordinary Composite Mortality Table through attained age 17 and the Commissioners 2017 Standard Ordinary Nonsmoker Ultimate Mortality Table thereafter); 100% male rates are used for Unisex contracts;
2. the issue age, sex (if applicable), smoker and nonsmoker 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 1% a year.

Minimum Legal Values

The cash surrender values provided by this contract are at least as large as those set by the National Association of Insurance Commissioners Universal Life Insurance Regulation (model #585). We have given the Interstate Insurance Product Regulation Commission a detailed statement of how we compute values and benefits.

SETTLEMENT OPTIONS

Options Described

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.

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.

Any annuity benefits, at the time they commence, will not be less than those that would be provided by the application of the proceeds to purchase a single consideration immediate annuity contract at purchase rates offered by the Company at the time to the same class of annuitants, whether the annuity benefits are payable in fixed or variable amounts or both, if the Company offers a single consideration annuity contract at the time to the same class of annuitants.

Option 1 (Installments for a Fixed Period)

We will make equal payments for up to 25 years. The Option 1 Table shows the minimum amounts we will pay.

Option 2 (Life Income)

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

Option 3 (Interest Payment)

We will hold an amount at interest. We will pay the interest annually, semi-annually, quarterly, or monthly.

Option 4 (Installments of a Fixed Amount)

We will make equal annual, semi-annual, quarterly, or monthly payments for as long as the available proceeds provide.

Option 5 (Non-Participating Income)

We will make payments like those of any annuity we then regularly issue that: (1) is based on United States currency; (2) is bought by a single sum; (3) does not provide for dividends; and (4) does not normally provide for deferral of the first payment. Each payment will be at least equal to what we would pay under that kind of annuity with its first payment due on its contract date. If a life income is chosen, we must have proof of the date of birth of any person on whose life the option is based. Option 5 cannot be chosen more than 30 days before the due date of the first payment.

Interest Rate

Payments under Options 1 and 4 will be calculated assuming an effective interest rate of at least 0.75% a year for periods less than 10 years and 1.5% a year for periods between 10 and 25 years. Payments under Option 3 will be calculated assuming an effective interest rate of at least 0.5% a year.

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

We may include more interest.

SETTLEMENT OPTIONS TABLES

OPTION 1 TABLE

MINIMUM AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000, THE FIRST PAYABLE IMMEDIATELY	
Number of Years	Monthly Payment
1	\$83.62
2	41.97
3	28.08
4	21.14
5	16.97
6	14.20
7	12.22
8	10.73
9	9.57
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28
24	4.13
25	3.99
For Years 1 through 9, multiply the monthly amount by 2.998 for quarterly, 5.991 for semi-annual or 11.959 for annual.	
For Years 10 through 25, multiply the monthly amount by 2.996 for quarterly, 5.981 for semi-annual or 11.919 for annual.	

OPTION 2 TABLE

MINIMUM AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000, THE FIRST PAYABLE IMMEDIATELY					
AGE LAST BIRTHDAY	Male	Female	AGE LAST BIRTHDAY	Male	Female
5 and under	\$2.72	\$2.68	48	\$3.72	\$3.51
6	2.73	2.69	49	3.77	3.56
7	2.74	2.69	50	3.83	3.61
8	2.75	2.70	51	3.88	3.66
9	2.76	2.71	52	3.95	3.71
10	2.77	2.72	53	4.01	3.76
11	2.78	2.73	54	4.08	3.82
12	2.79	2.74	55	4.15	3.88
13	2.80	2.75	56	4.22	3.94
14	2.82	2.76	57	4.30	4.01
15	2.83	2.77	58	4.38	4.08
16	2.84	2.78	59	4.47	4.16
17	2.85	2.79	60	4.56	4.24
18	2.87	2.80	61	4.66	4.32
19	2.88	2.81	62	4.76	4.41
20	2.89	2.83	63	4.87	4.50
21	2.91	2.84	64	4.98	4.60
22	2.93	2.85	65	5.10	4.71
23	2.94	2.87	66	5.23	4.82
24	2.96	2.88	67	5.36	4.94
25	2.98	2.90	68	5.49	5.06
26	3.00	2.91	69	5.64	5.19
27	3.01	2.93	70	5.78	5.33
28	3.03	2.94	71	5.94	5.48
29	3.06	2.96	72	6.10	5.63
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	8.98	8.88
			and over		

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Individual Flexible Premium Universal Life Insurance Policy with Indexed Feature. Insurance payable only upon death. Cash values reflect premium payments, interest credited to the contract fund, index interest on the indexed account(s), and charges. While the values of the policy may be affected by an external index, the policy does not directly participate in any stock, bond or equity investments and the value of any external index does not reflect the payment of dividends. Non-participating.

RIDER TO PROVIDE ACCELERATION OF DEATH BENEFIT

Exercise of an accelerated benefit option under this rider will cause a reduction in, or elimination of, the contract's death benefit, cash value, and loan value. Premiums or charges needed to keep the policy in force will also be reduced based on the reduced death benefit.

Benefits under this rider are intended to receive favorable tax treatment under the Internal Revenue Code Section 101 (g)(1). Accelerated benefit payments due to chronic illness are subject to limits imposed by the federal government and any amounts received in excess of these limits are includible in gross income. The rider is not intended to be a qualified long-term care insurance contract under section 7702B of the Internal Revenue Code nor is it intended to eliminate the need for insurance of these types. Any benefit received under this rider may impact the recipient's eligibility for Medicaid or other governmental benefits. In some circumstances, receipt of accelerated benefits paid under the rider may be taxable as income. We do not provide tax advice. Before electing an accelerated benefit, you should seek the help of a professional tax advisor for assistance with any questions you may have.

RIDER BENEFIT

This rider provides for an acceleration of the death benefit if the Insured is chronically ill or terminally ill. Subject to the provisions of this rider and the rest of the policy, we will make the payments described below if the Insured meets all of the conditions for eligibility. The payment of the accelerated death benefit is not conditioned on the receipt of long-term care or medical services, and there are no restrictions or limitations on the use of the accelerated death benefit proceeds. If any provision of the policy conflicts with this rider, the provisions of this rider will apply.

DEFINITIONS

Where this rider uses terms found in the policy, unless otherwise defined in this rider the terms will have the same meaning as in the policy. The following additional definitions apply to the rider:

Accelerated Benefit – the advance payment of some or all of the death proceeds payable under a life insurance policy when the Insured meets certain eligibility criteria.

Activities of Daily Living include the following activities:

1. **Bathing** – which means washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. **Continence** – which means the ability to maintain control of bowel or bladder function or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for a catheter or colostomy bag.
3. **Dressing** – which means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. **Eating** – which means feeding oneself by getting food into the body from a receptacle, such as a plate, cup, or table or by feeding tube or intravenously.
5. **Toileting** – which means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. **Transferring** – which means the ability to move into or out of a bed, chair or wheelchair.

Benefit Payment – the periodic or lump sum payment of the accelerated benefit as described in this rider.

Benefit Year - a period of twelve months that begins on the monthly date on or following the date you have satisfied all conditions for eligibility. Subsequent benefit years will begin no earlier than the end of the current benefit year.

Benefit Size Discount Factor - a discount factor applied to the monthly charge on policies with high death benefits. The initial benefit size discount factor can be found in the contract data pages of the policy.

Chronically Ill - means the Insured has been certified by a licensed health care practitioner as:

1. being unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity, or
2. requiring substantial supervision for protection from threats to health and safety due to severe cognitive impairment.

Elimination Period - a period of 90 consecutive days after which the Insured becomes eligible to receive accelerated benefit payments if all conditions for eligibility are met and we have approved the claim. The elimination period begins when we receive written certification that the Insured is chronically ill. The elimination period does not apply to terminal illness claims.

Initial Daily Benefit Limit - the per diem limitation in effect on the contract date.

Insured - the person named as the Insured on the first page of the policy. He or she need not be the owner.

Licensed Health Care Practitioner - a physician (as defined in section 1861(r)(1) of the Social Security Act), or any registered nurse, licensed social worker, or other individual whom the United States Secretary of the Treasury may prescribe by regulation. The licensed health care practitioner must be acting within the scope of his/her license when providing a certification that the Insured is chronically ill. May not be the Insured, the policyowner, or a family member of the policyowner or Insured.

Licensed Physician - a physician (as defined in section 1861(r)(1) of the Social Security Act). The licensed physician must be acting within the scope of his/her license when providing a certification that the Insured is terminally ill. May not be the Insured, the policy owner, or a family member of the policy owner or Insured.

Lifetime Benefit Amount - the maximum amount that can be accelerated during the lifetime of the Insured under the Chronic Illness Option of this rider. For purposes of benefit payments, it is determined at time of claim.

Monthly Benefit Percent - A factor used in the calculation of the Maximum Monthly Benefit Payment. It is set at issue and will not change. The Monthly Benefit Percent can be found in the contract data pages.

Maximum Monthly Benefit Payment - the maximum amount that may be paid to you on a monthly basis once a claim has been approved. This payment amount will be recalculated at the beginning of every benefit year.

Monthly Date - the contract date and the same day as the contract date in each later month.

Per Diem Limitation - a maximum allowable amount declared annually by the Internal Revenue Service for chronic illness payments under section 7702B of the Internal Revenue Code.

Recertification - means a signed statement completed by a licensed health care practitioner, at your or the Insured's expense, certifying that the Insured is chronically ill as defined in this rider. The written recertification must include due proof of the Insured's chronic illness. Recertification must be received each year in order for you to continue receiving benefit payments under the Chronic Illness Option beyond a benefit year. The recertification will be effective as of the start of the new benefit year.

Reduction Factor - equals 1 minus the quotient of the gross chronic illness benefit payment amount divided by the death benefit prior to payment.

Severe Cognitive Impairment - means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) measured by clinical evidence and standardized tests that reliably measure impairment in the individual's (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning.

Substantial Assistance - means hands-on assistance and standby assistance. Hands-on assistance means the physical assistance of another person without which the individual would be unable to perform the activity of daily living. Standby assistance means the presence of another person within arm's reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while the individual is performing the activity of daily living.

Substantial Supervision - means continual supervision by another person that is necessary to protect the severely cognitively impaired individual from threats to health or safety.

Terminally Ill - means the Insured has a medical condition that is reasonably expected to result in the Insured's death within 6 months or less.

Written Certification - for terminal illness, means a signed statement completed by a licensed physician, at your or the Insured's expense, certifying that the Insured is terminally ill as defined in this rider. For chronic illness, written certification means a signed statement completed by a licensed health care practitioner, at your or the Insured's expense, certifying that the Insured is chronically ill as defined in this rider. The written certification must also include due proof of the Insured's terminal illness or chronic illness. Certification for each chronic illness claim will be effective as of the first day of the benefit year.

ENTIRE CONTRACT AND CONTRACT CHANGES

The policy to which this rider is attached and any attached copy of this rider and other riders, endorsements and applications, including an application requesting a change, form the entire contract. No agent has the authority to change the policy or to waive any of its provisions.

INCONTESTABILITY

We shall not contest this rider after it has been in force during the lifetime of the insured for two years from its date of issue, and it may only be contested based on a statement made in the application for this rider and the policy to which it is attached, if the statement is attached to the contract. The statement upon which the contest is made shall be material to the risk accepted or the hazard assumed by us.

TERMINAL ILLNESS OPTION

Conditions for Eligibility

You are eligible to accelerate all or part of the policy's death benefit under the Terminal Illness Option when all of the following conditions have been met:

1. The policy must be in force and the Insured must be living;
2. We must receive due proof of the Insured's terminal illness that includes written certification from a licensed physician that the Insured is terminally ill;
3. We must receive authorization from the Insured to obtain copies of any relevant medical records that we require.

Benefit Payment

You may choose to receive a single lump sum benefit payment as an acceleration of the entire death benefit, or you may choose a one-time payment of a partial amount. We reserve the right to set a minimum of no more than \$50,000 on the amount of the death benefit you may exercise under the Terminal Illness Option.

If you choose to accelerate all or part of the death benefit and the Insured meets the eligibility conditions, we will make a benefit payment equaling:

1. The present value of the accelerated benefit assuming the Insured's remaining life expectancy and a discount factor, less
2. Any due and unpaid premiums, including the premium for the month in which an accelerated benefit is approved, less
3. A processing charge that will not exceed \$150.

The discount factor we will use for determining the present value of the accelerated benefit will not exceed the greater of (i) the yield on 90-day Federal treasury bills and (ii) the maximum statutory adjustable policy loan interest rate. We will make this determination based on information current as of the time we approve your request for accelerated benefits.

Payment of the accelerated death benefit is due immediately upon receipt of due written proof of eligibility. We will make a partial or full payment under the Terminal Illness Option when we receive written certification that the Insured is terminally ill and we have approved the claim (see Notice and Proof of Claim on page 8). If there is an outstanding loan at the time the benefit payment is made, a portion of the payment will be used to reduce the loan in the same proportion as the reduction in the death benefit.

Payment will be made to the policyowner or the policyowner's estate while the Insured is living unless otherwise designated. If the Insured dies after the claim has been made but before we make the payment, we will cancel the claim and pay the policy death benefit to the beneficiary(ies) designated in the policy. If the Insured dies after a partial payment has been made, we will deduct the amount already accelerated from the death benefit and pay the remaining amount to the beneficiary(ies).

Effect of Terminal Illness Benefit on Policy

If you accelerate all of the available death benefit, the policy and all other benefits under the policy based on the Insured's life will end. If you accelerate part of the death benefit, the policy and other benefits remain in force as described below. After the partial acceleration, you may make one additional full acceleration of the death benefit.

If you accelerate only a part of the death benefit, the remaining death benefit must be no less than \$25,000. The policy will stay in force and the death benefit will be reduced. Policy values and the amount of insurance will be reduced in the same proportion as the reduction in the death benefit. Premiums or charges needed to keep the policy in force will be reduced. The new premiums or charges will be the ones that would apply if the policy had been issued at the reduced amount and the Insured's issue age. A portion of the payment will be used to reduce any contract debt in the same proportion as the reduction in the death benefit.

Once you have exercised the Terminal Illness Option, whether you have accelerated all or only a part of the death benefit, you will no longer be eligible for the Chronic Illness Option. If you are receiving benefit payments under the Chronic Illness Option when you choose to exercise the Terminal Illness Option, any benefit payments you may be receiving under the Chronic Illness Option will end. If you have been receiving benefit payments under the Chronic Illness Option, the death benefit amount that we use to determine your payment under the Terminal Illness Option will be the reduced death benefit as described under Effect of Chronic Illness Benefit on Policy.

Effect of Terminal Illness Benefit on Other Riders

After a partial acceleration of the death benefit has been made, if the contract includes the Rider To Provide Lapse Protection, that rider will continue in force. The no-lapse contract fund will be reduced proportionately based on the reduction in the death benefit. Monthly charges will continue to be deducted from the no-lapse contract fund, but will be reduced based on the reduction of the death benefit amount (see Effect of Terminal Illness Benefit on Policy).

If the contract includes a rider for Level Term Insurance Benefit on Dependent Children that rider will stay in effect after a partial acceleration.

Any accidental death benefit rider on the contract will not be affected by the payment of a partial accelerated benefit.

After a partial acceleration of the death benefit has been made, any other riders included will remain in force.

If you accelerate all of the death benefit, any rider for Level Term Insurance Benefit on Dependent Children in the contract will become paid up. Any accidental death benefit rider on the contract and any riders based on the Insured's life will end.

CHRONIC ILLNESS OPTION

Conditions for Eligibility

You are eligible to receive an accelerated death benefit under the Chronic Illness Option when the following conditions have been met:

1. The policy must be in force and the Insured must be living;
2. You must not have received a benefit payment under the Terminal Illness Option;
3. We must receive due proof of the Insured's chronic illness that includes written certification from a licensed health care practitioner that the Insured is chronically ill;
4. The elimination period must be satisfied unless waived (see Waiver of Elimination Period).
5. We must receive authorization from the Insured to obtain copies of any relevant medical records that we require.

We have the right to complete, at our discretion and expense, a personal interview with and assessment of the Insured and/or to have the Insured examined by a licensed health care practitioner of our choice, while a claim is pending or during a benefit period to confirm due proof of the Insured's chronic illness. We may also contact the Insured's licensed health care practitioner for confirmation of continued chronic illness. If there is a difference in opinion between the Insured's licensed health care practitioner and ours, eligibility will be determined by a third medical opinion provided by a licensed health care practitioner who is mutually agreed upon by the Insured and the Company.

Waiver of Elimination Period

The elimination period will be waived by us if the following conditions have been met:

1. The licensed health care practitioner certifies that the Insured is chronically ill and not expected to recover from the chronic illness during his/her lifetime; and
2. All other conditions of eligibility have been met and we approve the claim for benefits.

Benefit Payments

You may choose to receive a benefit payment each month, or you may choose to receive an annual payment for each benefit year. The total of the benefits payable for all contract years is up to the lifetime benefit amount (see Lifetime Benefit Amount).

If the benefit payments will, over time, cause the total payments to exceed the lifetime benefit amount, we will reduce the amount of the final payment so that the total payments under the rider equal the lifetime benefit amount (see Monthly Benefit Payment and Annual Payment).

When Payments Begin: Subject to receipt of due written proof of eligibility including satisfaction of the elimination period, unless waived (see Waiver of Elimination Period), we will begin benefit payments on the monthly date on or following the date we approve the claim. The first benefit payment will include benefits payable retroactive to the monthly date on or following the date all conditions for eligibility were satisfied. You must provide evidence that the Insured meets all the eligibility requirements prior to every benefit year (see Conditions for Eligibility, Notice and Proof of Claim, and Recertification).

If a monthly date falls on a non-business day, the benefit payment will be made on the next following business day.

Subsequent benefit payments will be payable as follows provided all conditions for eligibility are met:

1. Each monthly benefit payment in a benefit year will be payable on each monthly date following the date of the first benefit payment; and
2. Annual benefit payments will be paid on the monthly date at the beginning of each subsequent benefit year following the date of the first benefit payment.

If the policy is in default but not past the grace period at the time of claim, the first benefit payment will be reduced by the amount needed to bring the policy out of default (see Default). If the amount needed to bring the policy out of default is more than the amount of the first benefit payment net of the amount allocated to reduce any policy loan, the first benefit payment will be increased to an amount that will bring the policy out of default.

If there is an outstanding loan on the policy, a portion of each benefit payment will be used to reduce the loan on a pro-rata basis. If at any time while chronic illness benefits are being paid, contract debt exceeds the cash value of the policy, the amount of that excess will be deducted from the net benefits paid. If no benefits are payable during that month, or the excess contract debt exceeds the benefit payment, the contract will be in default and a payment will be required to keep the contract in force (see Default).

Payments will be made to the policyowner or the policyowner's estate while the Insured is living unless otherwise designated. If the Insured dies after the claim has been made, but before we begin making payments, we will cancel the claim and pay the policy death benefit to the beneficiary(ies) designated in the policy. If the Insured dies while payments are being made, we will deduct the amounts already accelerated from the death benefit and pay the remaining amount to the beneficiary(ies).

When Payments End: Benefit payments will be made until the earliest of:

1. The date you request in writing that we discontinue the benefit payments;
2. The date the Insured no longer meets the eligibility requirements;
3. The end of the benefit year unless a recertification is received for the following year;
4. The date the lifetime benefit amount is exhausted;
5. The date a claim is approved under the Terminal Illness Option; or
6. Any of the events under Termination occur.

The policy may still be in force when payments end. The death benefit and policy values will have been reduced as a result of any payments made prior to the date we stop payments or the rider terminates.

If you request that we discontinue benefit payments under the Chronic Illness Option, and at a later date want to resume the payments, you may do so, provided you give us evidence the Insured meets all of the conditions for eligibility and the lifetime benefit amount has not been exhausted.

Lifetime Benefit Amount: The lifetime benefit amount is the maximum amount of life insurance that you can accelerate under the Chronic Illness Option of this rider. It is equal to the policy's death benefit at time of claim and will not increase after benefit payments begin. Any transactions you make that increase or decrease the death benefit of the policy prior to your initial claim will similarly affect the lifetime benefit amount. The initial lifetime benefit amount can be found in the contract data pages.

When you receive monthly benefit payments the remaining lifetime benefit amount that can be accelerated will be reduced each month by the amount of the monthly benefit payment. An annual benefit payment will reduce the remaining amount by twelve times the maximum monthly benefit payment amount for that benefit year. The reductions in the remaining lifetime benefit amount that reflect deduction of payments will be made prior to any pro-rata adjustment for loan repayment (see Effect of Chronic Illness Benefit on Policy). Any decrease to the basic insurance amount of the policy occurring after benefits have been paid under the Chronic Illness Option of this rider will also reduce the lifetime benefit amount and the remaining benefits available under the Chronic Illness Option of this rider.

Monthly Benefit Payment: At the beginning of each benefit year, we will calculate the maximum monthly benefit payment for that year as described below. At the beginning of each subsequent benefit year, we will recalculate the maximum monthly payment amount.

Subject to a minimum payment of \$500, if you choose to receive payments monthly, you may notify us prior to the beginning of each benefit year that you choose to receive less than the maximum monthly benefit payment amount. The monthly benefit payment amount may not be changed during the benefit year.

We determine the maximum monthly benefit payment amount each benefit year. The maximum monthly benefit payment is equal to the lowest of:

1. The lifetime benefit amount multiplied by the monthly benefit percent;
2. The per diem limitation in effect at the start date of the current benefit year times 30; and
3. The initial daily benefit limit compounded annually on each anniversary at the daily benefit limit compound rate times 30.

The monthly benefit percent, initial daily benefit limit, and the daily benefit limit compound rate can be found in the contract data pages in the policy.

Annual Payment: You may choose to receive the benefit payments on an annual basis. The annual benefit payment will equal the sum of the present value of each maximum monthly benefit payment for the benefit year. The payment amount will be discounted prior to any pro-rata adjustment for loan repayment (see Effect of Chronic Illness Benefit on Policy). The interest rate used to determine present value will be the one in effect on the benefit year start date and will not exceed the greater of:

1. The current yield on 90-day Federal Treasury bills.
2. The current maximum statutory adjustable policy loan interest rate.

Effect of Chronic Illness Benefit on Policy

After we approve a claim and before benefit payments are made, the type of death benefit for the policy must be a Type A death benefit (see Death Benefit Provisions in your contract). The type of death benefit is shown in a contract data page. If your policy has a Type B or Type C death benefit, before benefit payments are made, the policy will be changed to a Type A death benefit. Once you have exercised the Chronic Illness Option, the policy's death benefit type must remain Type A, even if benefit payments are discontinued for any reason.

If your policy is a variable life insurance policy, the following will also apply:

1. At the time you make your claim, you must authorize transfer of all amounts from the variable investment options to the fixed interest rate investment option. Any premium payments or loan repayments you make must also be allocated 100% to the fixed interest rate investment option. Funds must remain in the fixed interest rate investment option while your claim is reviewed and while you are receiving benefits. Fund transfers will not be allowed.
2. When the rider is terminated, or if benefits are discontinued, if your policy is still in force, you must notify us if you wish to transfer funds from the fixed interest rate investment option to your choice of variable investment options (see Transfers). At this time, the initial transfer of funds from the fixed investment option to variable investment option(s) will not be counted as one of the 12 transfers allowed by your policy for that year.

While benefit payments are being made, the policy will remain in force in accordance with its terms. Monthly charges will be waived while benefit payments are being made, but if you have an outstanding loan, interest on the loan will continue to accrue (see Lapse Protection). You may continue to make premium payments.

The following policy values will be reduced proportionately by multiplying each by the reduction factor:

1. Basic insurance amount.
2. Contract fund.
3. Alternate contract fund (if applicable).
4. Surrender charges.
5. No-lapse contract fund (if applicable).
6. Outstanding loan.

You may choose to repay any contract debt before benefit payments begin. If there is an outstanding loan at the beginning of a benefit year or you take a loan during a benefit year, a portion of each benefit payment will be used to reduce the loan on a pro-rata basis. While you are receiving benefit payments, you may not take a withdrawal or decrease the policy's basic insurance amount.

If you choose to exercise the Terminal Illness Option, whether for a partial or a full acceleration, after you have begun receiving benefit payments under the Chronic Illness Option any benefit payments you may be receiving under the Chronic Illness Option will end. We will use the reduced basic insurance amount as described above to determine the accelerated payment amount under the Terminal Illness Option.

Effect of Chronic Illness Benefit on Other Riders

If the policy includes the Rider To Provide Lapse Protection, that rider will continue in force while benefit payments are being made. Monthly no-lapse charges will also be waived while benefit payments are being made and after you have received 25 monthly benefit payments or the annual equivalent (see Lapse Protection).

If the policy includes a rider for Level Term Insurance Benefit on Dependent Children, that rider will stay in effect.

While there is a death benefit remaining, any accidental death benefit rider on the policy will not be affected by the payment of the accelerated benefit. Any other riders included will remain in force.

After the full death benefit has been accelerated, any rider for Level Term Insurance Benefit on Dependent Children will become paid up, and any accidental death benefit and any riders based on the Insured's life will end.

NOTICE AND PROOF OF CLAIM

Notice of Claim

To submit a claim for a benefit payment under this rider, notice of claim may be given to us at any time.

Claim Forms

Within 15 days of receiving notice of claim, we will provide you with any forms you will need to provide due proof of the Insured's terminal or chronic illness. If such forms are not provided within 15 days after your request, it is considered that you have complied with the claim requirements if you submit written proof covering the occurrence, the character and the extent of the occurrence for which the claim is made.

Recertification for Chronic Illness Option

Due written proof that the Insured is chronically ill and recertification by a licensed health care practitioner is required every year for benefit payments to continue under the Chronic Illness Option. Approximately ninety days prior to the end of each benefit year, we will send you a request for written recertification and proof of the Insured's chronic illness. For continuous monthly benefits you must send us the information we ask for prior to the start of the next benefit year to satisfy us that the Insured continues to meet the conditions for eligibility. The new benefit year will begin following the end date of the prior benefit year.

If recertification is received within 90 days after the end of a preceding benefit year, the new benefit year will begin on the monthly date on or following the date on which we receive the recertification. Any request for benefits under this rider received more than 90 days after the end of the current benefit year will be treated as a new claim and the new benefit year will begin on the monthly date on or following the date on which all conditions of eligibility are met, including satisfaction of the elimination period unless waived (see Waiver of Elimination Period), and we approve the claim.

CHARGE FOR RIDER BENEFITS

On each monthly date, we will deduct a charge for this rider from the contract fund and, if the policy includes the Rider To Provide Lapse Protection, from the no-lapse contract fund. The monthly charge is equal to the product of the factors A, B, and C, where:

- A. Equals the cost of insurance rate per \$1,000 for this rider;
- B. Equals the benefit size discount factor; and
- C. Equals the net amount at risk (see Contract Fund in your policy) divided by \$1,000

The maximum cost of insurance for this rider and the benefit size discount factor can be found in the contract data pages.

If the policy includes the Rider To Provide Lapse Protection the monthly charge for this rider will be deducted from the no-lapse contract fund. The monthly charge is equal to the product of the factors A, B, and C, where:

- A. Equals the no-lapse cost of insurance rate per \$1,000 for this rider;
- B. Equals the benefit size discount factor; and
- C. Equals the no-lapse amount at risk divided by \$1,000

The no-lapse cost of insurance rates can be found in the data pages for the Rider to Provide Lapse Protection.

When we make a benefit payment under the Terminal Illness Option, we will deduct a processing charge of up to \$150, and the monthly charges for this rider will end.

LAPSE PROTECTION

The monthly charge for this rider will be permanently waived following approval of the initial Chronic Illness Option claim under this rider. In addition, while you are receiving benefit payments under the Chronic Illness Option, we will waive all other monthly charges that would normally be deducted from the contract fund and no-lapse contract fund, if applicable, in order to prevent the policy from going into default. We will continue to waive monthly charges until you notify us to discontinue benefit payments, the Insured fails to recertify, or this rider terminates. Once you have received 25 monthly benefit payments or the annual equivalent, all monthly charges for this contract will be permanently waived as long as this rider is in effect, even if benefit payments are no longer being made. However, if you request that we remove this rider, choose to discontinue benefit payments, or if the Insured no longer has a chronic illness or fails to recertify before you have received 25 monthly benefit payments or the annual equivalent, deductions and monthly charges from the contract fund and no-lapse contract fund, if applicable, will resume and you may need to make additional payments into the policy to protect it from lapse.

REINSTATEMENT

If this rider is in effect when the policy has lapsed, this rider may be reinstated when the policy is reinstated. The reinstatement will be subject to all the terms and conditions of reinstatement in the policy to which this rider is attached.

WRITTEN CONSENT

Before the options in this rider can be exercised, you must also provide the consent, in writing, of any assignee and irrevocable beneficiary(ies) on the policy authorizing the acceleration of the policy's death benefit.

STATEMENT OF EFFECT OF PAYMENT OF ACCELERATED BENEFIT

At time of claim, we will advise you in writing of the amount of benefit available to you under the option you have chosen and the effect on the policy at that time, including details about the effect the acceleration of death benefits will have on the policy values, such as cash value, death benefit, charges, and policy loans.

REPORT OF ACCELERATED BENEFITS PAID

We will provide a written report of the amount of accelerated benefits to be paid, and the effect of those payments on the remaining amount of benefits available to you for acceleration under the option, the policy death benefit, policy charges, cash value and contract fund value.

TERMINATION

This rider will end on the earliest of:

1. The date the grace period ends if the policy is in default;
2. The date you request in writing that we remove the rider;
3. The date a payment of a full accelerated death benefit is made due to terminal illness;
4. The date of the Insured's death; or
5. The date the policy ends under the Right to Cancel, Death Benefit, Surrender, Conversion, Change in Plan, or Cancellation provisions.

Termination of this rider shall not prejudice the payment of benefits for any eligible terminal or chronic illness claims that occurred while this rider was in force. If you request that we remove this rider, all benefits and restrictions under this rider will cease.

Rider attached to and made part of this contract on the Contract Date.

Pruco Life Insurance Company,

By

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Secretary

RIDER FOR PAYMENT OF AN ADDITIONAL AMOUNT UPON SURRENDER

Benefit

An Additional Amount may be payable to you upon surrender of this contract for its net cash value if all the conditions of this rider are satisfied.

We determine the Additional Amount at the time we receive your request for surrender in the following manner:

We compute the result of (a) times (b) where (a) is the surrender charge (shown under the Schedule of Maximum Surrender Charges) and (b) is the Additional Amount Factor for the basic insurance amount in effect at the time we receive your request for surrender.

If the net cash value is greater than or equal to zero, the Additional Amount is the amount computed above.

If the net cash value is not greater than or equal to zero, the Additional Amount is the sum of the net cash value and the amount computed above.

The guaranteed minimum Additional Amount Factors are shown in the Table of Additional Amount Factors. At any time upon request, we will tell you the current Additional Amount Factor. We will notify you in the annual report of the Additional Amount payable upon surrender as of that date.

Factors Subject To Change

Additional Amount Factors may change from time to time. In deciding whether to change any Additional Amount Factors, we will consider one or more factors such as, but not limited to, mortality, persistency, policy funding, net amount at risk, expenses, taxes and investment earnings and profit. Changes will be based on our future expectations with respect to any one or more of the factors we use to determine such changes. Any changes in the Additional Amount Factors will be on a class basis as we determine. All changes will be determined only prospectively; that is, we will not recoup prior losses or distribute prior gains by means of these changes.

Benefit Charges

A single charge for this benefit is deducted from the contract fund on the contract date. The amount of that charge is shown under Adjustments to the Contract Fund in the contract data pages.

Death Benefit

If the policy to which this rider is attached has a Type A or Type B death benefit, item (2) in the sixth and seventh paragraphs under Death Benefit Provisions is replaced with: (2) the greater of the contract fund and the alternate contract fund before deduction of any monthly charges due on that date plus the result of (a) minus (b) where (a) is any Additional Amount described in the Rider For Payment of an Additional Amount Upon Surrender and (b) is the current maximum surrender charge (see Contract Fund), multiplied by the attained age factor that applies. If the result of (a) minus (b) is less than zero, we consider it to be zero.

Conditions

1. This contract must not be in default.
2. You must ask for the surrender in writing in a form that meets our needs.
3. The surrender is not the subject of an exchange pursuant to Section 1035 of the United States Internal Revenue Code.

Termination

This rider will end on the earliest of:

1. the end of the grace period if the contract is in default and the premium required to bring it out of default has not been paid;
2. the date the contract is surrendered for its net cash value; and
3. the date the contract ends for any other reason.

Rider attached to and made part of this contract on the Contract Date.

Pruco Life Insurance Company,

By

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Secretary

ENDORSEMENT

This endorsement modifies the Death Benefit Provisions of the policy to which it is attached.

Type C Death Benefit

This endorsement adds a Type C death benefit to the Type A and Type B death benefits described in this contract under Death Benefit Provisions. We show the type of death benefit that applies to this contract under Type of Death Benefit.

If this contract has a Type C death benefit, the death benefit on any date is equal to the greater of (1) and (2) where: (1) is the basic insurance amount plus the lesser of (a) the total premiums paid minus total withdrawals from this contract, and (b) the greater of the alternate contract fund and the contract fund before deduction of any monthly charges due on that date plus the product of the Type C Limiting Amount multiplied by the Type C Death Benefit Factor both found in the Contract Limitations section of the contract data pages, and (2) is the greater of the alternate contract fund and the contract fund before deduction of any monthly charges due on that date, plus the result of (a) minus (b) with the difference then multiplied by the attained age factor that applies, where (a) is any additional amount described in the Rider For Payment of an Additional Amount Upon Surrender and (b) is the current maximum surrender charge (see Contract Fund). For the purpose of determining the Type C death benefit, the total premiums paid will not include any charge to reinstate this contract as described under Reinstatement.

For the purpose of computing the death benefit, if either the contract fund or the alternate contract fund is less than zero we will consider it to be zero. If the result of (a) minus (b) in Item (2) above 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.

Changing From Type C Death Benefit

When changing from a Type C death benefit, the total premiums paid will not include any charge to reinstate this contract.

Type C to A

If you are changing from a Type C to a Type A death benefit, we will change the basic insurance amount by adding the lesser of (a) the total premiums paid minus total withdrawals from this contract and (b) the greater of the alternate contract fund and the contract fund before deduction of any monthly charge due on that date plus the product of the Type C Limiting Amount multiplied by the Type C Death Benefit Factor, both determined on the date the change takes effect.

Type C to B

If you are changing from a Type C to a Type B death benefit, we first find the difference between (1) the greater of the alternate contract fund and the contract fund and (2) the lesser of (a) the total premiums paid minus total withdrawals from this contract, and (b) the greater of the alternate contract fund and the contract fund before deduction of any monthly charge due on that date plus the product of the Type C Limiting Amount multiplied by the Type C Death Benefit Factor, both determined on the date the change takes effect. If (2) is larger than (1), we will increase the basic insurance amount by that difference. If (1) is larger than (2), we will reduce the basic insurance amount by that difference.

Changing To Type C Death Benefit

Changes to a Type C death benefit are not permitted.

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 also deduct a surrender charge and administrative charge as described in the Decrease 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 to change the type of death benefit must be in a form that meets our needs. We may require you to send us this contract before we make the change.

Pruco Life Insurance Company,

By

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Secretary

ENDORSEMENT

This endorsement modifies the Death Benefit Provisions of the policy to which it is attached.

Type C Death Benefit

This endorsement adds a Type C death benefit to the Type A and Type B death benefits described in this contract under Death Benefit Provisions. We show the type of death benefit that applies to this contract under Type of Death Benefit.

If this contract has a Type C death benefit, the death benefit on any date is equal to the greater of (1) and (2) where: (1) is the basic insurance amount plus the lesser of (a) the total premiums paid minus total withdrawals from this contract, and (b) the greater of the alternate contract fund and the contract fund before deduction of any monthly charges due on that date plus the product of the Type C Limiting Amount multiplied by the Type C Death Benefit Factor both found in the Contract Limitations section of the contract data pages, and (2) is the greater of the alternate contract fund and 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 determining the Type C death benefit, the total premiums paid will not include any charge to reinstate this contract as described under Reinstatement.

For the purpose of computing the death benefit, if either the contract fund or the alternate 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.

Changing From Type C Death Benefit

When changing from a Type C death benefit, the total premiums paid will not include any charge to reinstate this contract.

Type C to A

If you are changing from a Type C to a Type A death benefit, we will change the basic insurance amount by adding the lesser of (a) the total premiums paid minus total withdrawals from this contract and (b) the greater of the alternate contract fund and the contract fund before deduction of any monthly charge due on that date plus the product of the Type C Limiting Amount multiplied by the Type C Death Benefit Factor, both determined on the date the change takes effect.

Type C to B

If you are changing from a Type C to a Type B death benefit, we first find the difference between (1) the greater of the alternate contract fund and the contract fund and (2) the lesser of (a) the total premiums paid minus total withdrawals from this contract, and (b) the greater of the alternate contract fund and the contract fund before deduction of any monthly charge due on that date plus the product of the Type C Limiting Amount multiplied by the Type C Death Benefit Factor, both determined on the date the change takes effect. If (2) is larger than (1), we will increase the basic insurance amount by that difference. If (1) is larger than (2), we will reduce the basic insurance amount by that difference.

Changing To Type C Death Benefit

Changes to a Type C death benefit are not permitted.

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 also deduct a surrender charge and administrative charge as described in the Decrease 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 to change the type of death benefit must be in a form that meets our needs. We may require you to send us this contract before we make the change.

Pruco Life Insurance Company,

By

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Secretary

RIDER FOR PAYMENT OF NET PREMIUM AMOUNT BENEFIT UPON INSURED'S TOTAL DISABILITY

This benefit is a part of this contract only if it is listed on a contract data page. In the text of this rider, when we use the words this contract, we mean the entire contract of which this rider forms a part. This rider does not have any cash or loan values.

Total Disability Benefit

Subject to the conditions and exceptions stated below, after we have approved a claim, we will pay net premium amounts into the contract fund and alternate contract fund on each monthly date while the Insured is totally disabled.

The amounts of these payments will equal the greater of (A) the amounts shown under the Schedule of Disability Benefits in this rider, and (B) the total of all charges deducted on each monthly date as shown under Adjustments to the Contract Fund.

This is subject to all the provisions of this rider and the rest of this contract. Payments made by us will be used to increase the accumulated premiums described in Limited No-Lapse Guarantee.

The Schedule of Disability Benefits in this rider will change if (1) we approve your request to change the basic insurance amount, (2) you change the type of death benefit, (3) you make a withdrawal that would cause us to change the basic insurance amount or (4) you change or cancel any rider for which we show a charge under Adjustments to the Contract Fund. We will send you a new Schedule of Disability Benefits showing the recomputed amount(s) and the effective date of the change.

Total Disability Defined

When we use the terms total disability and totally disabled in this benefit we mean that: (1) until the Insured has stayed totally disabled for two years, the Insured cannot, due to sickness or injury, perform any of the duties of his or her regular occupation; but (2) after the Insured has stayed totally disabled for two years, the Insured cannot, due to sickness or injury, perform any gainful work for which the Insured is reasonably fitted by education, training or experience.

We will regard an Insured as totally disabled, even if working or able to work, if the Insured incurs, during a period in which premiums are eligible to be paid by us as we describe below, one of the following: (1) permanent and complete blindness of both eyes; or (2) physical severance of both hands at or above the wrists or both feet at or above the ankles; or (3) physical severance of one hand at or above the wrist and one foot at or above the ankle.

Net Premium Amounts Eligible to Be Paid by Us

If the Insured becomes totally disabled before the anniversary on which the Insured attains age 60, and that total disability begins: (1) on or after the anniversary on which the Insured attains age 5, if the contract date was before that birthday; or (2) on or after the contract date, if that date was on or after the Insured's 5th birthday, we will make payments under this benefit on each monthly date while the Insured remains totally disabled.

If the Insured becomes totally disabled on or after the anniversary on which the Insured attains age 60, we will only make payments before the first contract anniversary following the Insured's 65th birthday and while the Insured is totally disabled.

If the Insured becomes totally disabled on or after the anniversary on which the Insured attains age 65, we will not make any payments during that period of total disability.

Conditions

We will not pay any premiums into the contract until we approve a claim. Once approved, we will pay into the contract as of each monthly date the net premium amount as described under Total Disability Benefit for monthly dates on and after the onset of total disability and through the date of approval.

Before we will approve a claim, all of these conditions must be met: (1) the Insured must become totally disabled while this contract is in force and not in default past the last day of the grace period; (2) the Insured must be totally disabled for a period of at least six continuous months while living; and (3) we must receive proof of total disability in a form satisfactory to us. Until we approve the claim, charges shall continue to be deducted from the contract fund when due as described under Adjustments to the Contract Fund. If total disability begins during a grace period, sufficient funds will be required to be added to the contract fund to ensure that any overdue monthly deductions can be taken to avoid a lapse of insurance coverage before we approve the claim.

Exceptions

We will not pay any premiums into the contract if the Insured becomes totally disabled from: (1) an injury the Insured causes to himself or herself, on purpose; or (2) sickness or injury due to service on or after the date of this rider in the armed forces of any country(ies) at war. The word war means declared or undeclared war and includes resistance to armed aggression.

Successive Disabilities

Here is what happens if the Insured has at least one payment made by us while totally disabled, then gets well, and then becomes totally disabled again. In this case, we will not apply the six-month continuous disability period that would otherwise be required by Condition (2) and will consider the second period of total disability to be part of the first period unless: (A) the Insured has done gainful work, for which the Insured is reasonably fitted, for at least six months between the periods; or (B) the Insured became totally disabled the second time from an entirely different cause.

If we do not apply the six-month period required by Condition (2), we also will not count the days when there was not total disability as part of the two year period when total disability means the Insured cannot do any of the duties of the Insured's regular occupation.

Notice and Proof of Claim

Notice and proof of any claim should be given to us, if possible, while the Insured is living and totally disabled. We may also require proof at reasonable intervals that the Insured is still totally disabled. During the first two years after we approve the claim, we will not require proof of continued disability more frequently than once every 30 days. After the Insured has been continuously totally disabled for two years, we will not ask for proof of continued total disability more than once a year; and we will require no further proof of continued total disability after the first contract anniversary following the Insured's 65th birthday if the Insured has then been continuously totally disabled for at least five years. As a part of any proof, we have the right to require that the Insured be examined at our expense by doctors of our choice.

Benefit Charges

The monthly charge for this benefit is deducted on each monthly date from the contract fund. The amount of that charge is described under Adjustments to the Contract Fund. If we approve a claim for this benefit, benefit charges will be waived while the Insured is totally disabled.

Premiums Paid During Total Disability

You may make premium payments if you wish, as provided in the Premium Payment section of the contract even when we are making payments under this benefit.

When We Will Stop Paying Net Premium Amounts

We will stop paying net premium amounts if: (1) total disability ends; or (2) we ask for proof that the Insured is totally disabled and we do not receive it by the date requested; or (3) we require that the Insured be examined and the Insured fails to do so. We will also stop paying net premium amounts on and after the contract anniversary on or immediately following the Insured's 121st birthday. If the Insured becomes totally disabled on or after the first contract anniversary on or after the Insured's 60th birthday, we will stop making payments after the contract anniversary following the Insured's 65th birthday.

Termination

This benefit will end on the earliest of:

1. the date we receive a written request from the owner;
2. the end of the grace period if the contract is in default;
3. the end of the day before the anniversary on which the Insured attains age 65 unless the Insured is totally disabled at that time; and
4. the date the contract ends for any other reason.

Rider attached to and made part of this contract on the Contract Date.

Pruco Life Insurance Company,

By

[]

Secretary

PROCESSING DATE: [XXX XX, XXXX]

POLICY NO. [XX XXX XXX]

**SCHEDULE OF DISABILITY BENEFITS
FOR
RIDER FOR PAYMENT OF NET PREMIUM AMOUNT BENEFIT
UPON INSURED'S TOTAL DISABILITY**

Please refer to the rider provision entitled Total Disability Benefit for a description of this schedule.

Starting on the Contract Date	[\$160.91]
Changing on [AUG 1, 2046] to	[\$148.48]
Changing on [AUG 1, 2056] to	[\$136.67]
Changing on [AUG 1, 2081] to	[\$134.78]
Ceasing on [AUG 1, 2102.]	

PROCESSING DATE: [XXX XX, XXXX]

POLICY NO. [XX XXX XXX]

**SCHEDULE OF DISABILITY BENEFITS
FOR
RIDER FOR PAYMENT OF NET PREMIUM AMOUNT BENEFIT
UPON INSURED'S TOTAL DISABILITY**

Please refer to the rider provision entitled Total Disability Benefit for a description of this schedule.

Starting on the Contract Date	[\$160.91]
Changing on [AUG 1, 2046] to	[\$148.48]
Changing on [AUG 1, 2056] to	[\$136.67]
Changing on [AUG 1, 2081] to	[\$134.78]
Ceasing on [AUG 1, 2102.]	

RIDER FOR INSURED'S ACCIDENTAL DEATH BENEFIT

This benefit is a part of this contract only if it is listed on a contract data page.

Benefit Subject to all the provisions of this benefit and of the rest of this contract, we will pay the amount of this benefit that we show on a contract data page for the Insured's accidental loss of life.

Payment of Benefit We will include any payment under this benefit in the death benefit of this contract.

Conditions Both of these conditions must be met: (1) We must receive due proof that the Insured's death was the direct result, independent of all other causes, of accidental bodily injury that occurred on or after the contract date. (2) The death must occur (a) no more than 90 days after the injury; (b) while the contract is in force; and (c) before the contract anniversary on or after the Insured's 100th birthday.

Exclusions We will not pay a benefit under this rider for death caused or contributed to by: (1) suicide or attempted suicide while sane or insane; or (2) infirmity or disease of mind or body or treatment for it; or (3) any infection other than one caused by an accidental cut or wound.

Even if death is caused by accidental bodily injury, we will not pay a benefit for it under this rider if it is caused or contributed to by: (1) service in the armed forces of any country at war; or (2) war or any act of war; or (3) travel by, or descent from, any aircraft if the Insured had any duties or acted in any capacity other than as a passenger at any time during the flight. But we will ignore (3) if all these statements are true of the aircraft: (a) It has fixed wings and a permitted gross takeoff weight of at least 75,000 pounds. (b) It is operated by an air carrier that is certificated under the laws of the United States or Canada to carry passengers to or from places in those countries. (c) It is not being operated for any armed forces for training or other purposes. As used here, the word "aircraft" includes rocket craft or any other vehicle for flight in or beyond the earth's atmosphere. The word "war" means declared or undeclared war and includes resistance to armed aggression.

Benefit Charges The monthly charge for this benefit is deducted on each monthly date from the contract fund. The amount of that charge is stated under Adjustments to the Contract Fund in the contract data pages.

Termination This benefit will end on the earliest of:

1. the end of the last day of the grace period if the contract is in default;
2. the date the contract is surrendered for its net cash value;
3. the end of the day before the first contract anniversary on or after the Insured's 100th birthday; and
4. the date the contract ends for any other reason.

Further, if you ask us in a form that meets our needs, we will cancel this benefit as of the first monthly date on or after the date we receive your request. Monthly charges due then and later will be reduced accordingly.

This Supplementary Benefit rider is attached to this contract on the Contract Date.

Pruco Life Insurance Company,

By **SECRET**
Secretary

FINAL APPROVED FORM

CONTRACT DATA

Insured's Information

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

Rating Class

[Non-smoker]

Basic Contract Information

Policy Number	[xx xxx xx]
Contract Date	[January 1, 2000]
Premium Period	Life of the Insured
Beneficiary	[Mary Doe, wife]

Loan Interest Rate	5.00%
Preferred Loan Interest Rate	4.25%

Type of Death Benefit (see Death Benefit Provisions)

Type [A]

Life Insurance on the Insured

Basic Insurance Amount	[\$50,000.00]
------------------------	---------------

Other Benefit(s) on the Insured (see appropriate form for details)

[Rider VL 110 B - Rider For Insured's Accidental Death Benefit.]

Amount	[\$25,000.00]
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Minimum Initial Premium

The minimum initial premium due on the Contract Date is [\$54.27].

Contract Limitations

The minimum premium we will accept is \$25.00.

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED

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

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.

The surrender charge threshold is \$[50,000.00].

Adjustments to Premium Payments

From each premium paid we will:

subtract a charge of up to 7.5% for any taxes attributable to premiums. For purposes of this charge, the term "taxes attributable to premiums" shall include: (a) any federal, state or local income tax, (b) any premium, excise, or business tax, and (c) any other type of tax (or component thereof) measured by or based upon the amount of premium received by us.

subtract a charge for sales expenses from premiums paid at a rate of up to 8%.

The remainder of the premium is the invested premium amount.

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.

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED

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 4% (0.01074598% a day).

adding any excess interest.

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 decrease 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 of up to \$0.15 per \$1000 of the basic insurance amount plus \$20.00.

subtracting a monthly charge for the cost of insurance of up to the maximum monthly rate (see Table of Maximum Monthly Insurance Rates) multiplied by the coverage amount divided by \$1000. The coverage amount is equal to the death benefit (see Death Benefit) minus the contract fund.

[subtracting a maximum monthly charge for Insured's Accidental Death Benefit (Rider VL 110 B) of [\$1.68].]

CONTRACT DATA CONTINUED ON NEXT PAGE

CONTRACT DATA CONTINUED**Schedule of Maximum Surrender Charges**

For a full surrender during the contract year indicated, the maximum charge we will deduct from the contract fund is shown below.

For a Surrender Occurring At the Start of Contract Year	The Maximum Surrender Charge is
1	[\$698.40]
2	[\$663.48]
3	[\$628.56]
4	[\$593.64]
5	[\$558.72]
6	[\$523.80]
7	[\$488.88]
8	[\$453.96]
9	[\$419.04]
10	[\$384.12]
11	[\$349.20]
12	[\$314.28]
13	[\$279.36]
14	[\$244.44]
15	[\$209.52]
16	[\$174.60]
17	[\$139.68]
18	[\$104.76]
19	[\$69.84]
20	[\$34.92]
21 and later	[0.00]

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

END OF CONTRACT DATA

TABLE(S)

Table of Death Benefit Guarantee Values

These values are used to determine the death benefit guarantee as described under Death Benefit Guarantee. The values on contract anniversaries are shown below. On a date that falls between two anniversaries, the value will fall between the values for those anniversaries considering the time that has passed since the last anniversary.

The Death Benefit Guarantee period is (the first XX contract years)(during the lifetime of the Insured).

Contract Anniversary	Death Benefit Guarantee Value
Contract Date	[\$0]
1st	[\$462.28]
2nd	[\$943.05]
3rd	[\$1,443.05]
4th	[\$1,963.05]
5th	[\$2,503.85]
6th	[\$3,066.28]
7th	[\$3,651.21]
8th	[\$4,259.54]
9th	[\$4,892.20]
10th	[\$5,550.17]
11th	[\$8,457.56]
12th	[\$9,422.98]
13th	[\$10,427.02]
14th	[\$11,471.22]
15th	[\$12,557.19]
16th	[\$13,686.60]
17th	[\$14,861.18]
18th	[\$16,082.75]
19th	[\$17,353.18]
20th	[\$18,674.43]
21st	[\$27,479.44]
22nd	[\$29,438.18]
23rd	[\$31,475.27]
24th	[\$33,593.84]
25th	[\$35,797.15]
26th	[\$38,088.60]
27th	[\$40,471.70]
28th	[\$42,950.13]
29th	[\$45,527.70]
30th	[\$48,208.37]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

Contract Anniversary	Death Benefit Guarantee Value
31st	[\$50,996.26]
32nd	[\$53,895.67]
33rd	[\$56,911.06]
34th	[\$60,047.06]
35th	[\$63,308.50]
36th	[\$66,700.40]
37th	[\$70,227.98]
38th	[\$73,896.66]
39th	[\$77,712.09]
40th	[\$81,680.13]
41st	[\$85,806.90]
42nd	[\$90,098.74]
43rd	[\$94,562.25]
44th	[\$99,204.30]
45th	[\$104,032.03]
46th	[\$109,052.87]
47th	[\$114,274.54]
48th	[\$119,705.08]
49th	[\$125,352.84]
50th	[\$131,226.51]
51st	[\$137,335.13]
52nd	[\$143,688.10]
53rd	[\$150,295.18]
54th	[\$157,166.55]
55th	[\$164,312.77]
56th	[\$171,744.84]
57th	[\$179,474.19]
58th	[\$187,512.72]
59th	[\$195,872.79]
60th	[\$204,567.26]
61st	[\$213,609.51]
62nd	[\$223,013.45]
63rd	[\$232,793.55]
64th	[\$242,964.85]
65th	[\$253,543.00]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

Table of Maximum Monthly Insurance Rates per \$1,000

Contract Year	Maximum Monthly Rate	Contract Year	Maximum Monthly Rate
1	[0.14417]	34	[2.49333]
2	[0.15167]	35	[2.74833]
3	[0.16167]	36	[3.03667]
4	[0.17250]	37	[3.36583]
5	[0.18417]	38	[3.74583]
6	[0.19833]	39	[4.17583]
7	[0.21333]	40	[4.64833]
8	[0.22917]	41	[5.15333]
9	[0.24667]	42	[5.68667]
10	[0.26583]	43	[6.24417]
11	[0.28750]	44	[6.82917]
12	[0.31083]	45	[7.46000]
13	[0.33583]	46	[8.15667]
14	[0.36333]	47	[8.93750]
15	[0.39333]	48	[9.81833]
16	[0.42750]	49	[10.79500]
17	[0.46667]	50	[11.84833]
18	[0.51167]	51	[12.95417]
19	[0.56333]	52	[14.09833]
20	[0.62083]	53	[15.26333]
21	[0.68500]	54	[16.44417]
22	[0.75500]	55	[17.65750]
23	[0.82917]	56	[18.92083]
24	[0.91167]	57	[20.26333]
25	[1.00417]	58	[21.73500]
26	[1.10750]	59	[23.47917]
27	[1.22250]	60	[25.81917]
28	[1.35500]	61	[29.32167]
29	[1.50500]	62	[35.08250]
30	[1.67167]	63	[45.08333]
31	[1.85417]	64	[62.09583]
32	[2.05167]	65	[83.33333]
33	[2.26333]		

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.

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

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

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 starting on the contract anniversary when the insured's attained age is as shown.

Insured's Attained Age	Factors	Insured's Attained Age	Factors
35	[4.22]	68	[1.57]
36	[4.08]	69	[1.54]
37	[3.95]	70	[1.50]
38	[3.82]	71	[1.47]
39	[3.69]	72	[1.44]
40	[3.57]	73	[1.41]
41	[3.45]	74	[1.39]
42	[3.34]	75	[1.36]
43	[3.23]	76	[1.34]
44	[3.13]	77	[1.32]
45	[3.03]	78	[1.30]
46	[2.93]	79	[1.28]
47	[2.84]	80	[1.26]
48	[2.75]	81	[1.24]
49	[2.67]	82	[1.23]
50	[2.58]	83	[1.21]
51	[2.50]	84	[1.20]
52	[2.43]	85	[1.18]
53	[2.35]	86	[1.17]
54	[2.28]	87	[1.16]
55	[2.22]	88	[1.15]
56	[2.15]	89	[1.14]
57	[2.09]	90	[1.13]
58	[2.03]	91	[1.12]
59	[1.98]	92	[1.11]
60	[1.92]	93	[1.10]
61	[1.87]	94	[1.09]
62	[1.82]	95	[1.07]
63	[1.77]	96	[1.06]
64	[1.73]	97	[1.05]
65	[1.69]	98	[1.03]
66	[1.65]	99	[1.02]
67	[1.61]		

END OF TABLE(S)

RIDER FOR LEVEL TERM INSURANCE BENEFIT ON DEPENDENT CHILDREN

This benefit is a part of this contract only if it is listed on a contract data page. If any provision of the policy conflicts with this rider, the provisions of this rider will apply.

Benefit

We will pay the amount of term insurance under this benefit if we receive due proof that a dependent child died while this contract was in force on a premium-paying basis and before the term insurance provided by the benefit on his or her life ends. But our payment is subject to all the provisions of this benefit and of the rest of this contract.

The phrase dependent child means the Insured's child, stepchild, or legally adopted child who: (1) has reached the 14th day after his or her date of birth; (2) has not reached the first contract anniversary on or after his or her 25th birthday; and either (3) is named in the application for this contract and on the date of the application has not reached his or her 18th birthday; or (4) is acquired by the Insured after the date of the application but before the child's 18th birthday.

We show the amount of term insurance under this benefit on a contract data page. The insurance on each dependent child's life will end on the earliest of: (1) the end of the day before the first contract anniversary on or after the child's 25th birthday; (2) the end of the day before the first contract anniversary on or after the Insured's 75th birthday; and (3) the end of the last day before the contract date of any other contract to which the insurance on the dependent child is converted or changed.

Benefit Charges

The monthly charge for this benefit is deducted each month from the contract fund. The amount of that charge is shown under Adjustments to the Contract Fund. Monthly charges for this benefit stop on the earlier of the date of the Insured's death, and the first contract anniversary on or after the Insured's 75th birthday.

PAID-UP INSURANCE

Paid-up Insurance on a Dependent Child

If the Insured dies while this contract is in force and not in default past the last day of the grace period, any term insurance provided by this benefit on a dependent child's life will become paid-up term insurance. While this paid-up insurance is in effect, the contract will remain in force. The paid-up insurance will have cash values but no loan value.

If this benefit becomes paid-up, it may be surrendered for its net cash value. This will be the net value on the date of surrender of the paid-up insurance. But, within 30 days after a contract anniversary, the net cash value will not be less than it was on that anniversary. To compute this net cash value, we use the Commissioners 2017 Standard Ordinary Mortality Table for males and females (100% male rates are used for unisex contracts). We use continuous functions based on age last birthday. We use an effective interest rate of 3.5% a year.

We will usually pay any 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.

CONVERSION OF INSURANCE ON A DEPENDENT CHILD

Right to Convert

The insurance on each dependent child may be converted under this rider to a new contract of life insurance. The insurance on each child's life may be converted only once, and once converted, all coverage under this rider on such child will end. Except as we state in the next paragraph, a conversion may be made only on (a) the day the insurance ends as described in the last paragraph under Benefit above, and (b) each contract anniversary on or immediately following his or her 18th, 22nd, and 25th birthdays provided that such anniversary occurs before the insurance ends. It will not be necessary to prove that the child is insurable.

Conditions

The right to convert to a new contract is subject to these conditions: (1) The insurance on the child must be converted while the contract is in force and not in default past the last day of the grace period. (2) The amount of the new contract must meet the minimum as we describe under Contract Specifications. (3) We must receive a written application for the new contract no later than the date the insurance may be converted.

The new contract will not take effect unless the premium for it is paid while the child is living and within 31 days after its contract date. If the premium is paid as we state, it will be deemed that the insurance under the new contract took effect on its contract date.

Premium Credit

When the insurance on a dependent child is converted, we will allow a premium credit on the first premium for the new contract. The credit is equal to the lesser of \$1.00 for each full \$1,000 of the term insurance under this benefit and \$1.00 for each full \$1,000 of the new contract's basic amount of insurance.

Contract Date

The date of the new contract will be the day after the date the insurance on the dependent child is converted.

Contract Specifications

The new contract will be in the standard, non-smoking rating class. We will set the issue age and the premiums for the new contract in accordance with our regular rules in use on its contract date.

Except as we state in the next sentence, the new contract may be any life policy we or the Prudential Insurance Company of America regularly issue on its contract date for the standard, non-smoking rating class, requested amount, issue age, and sex (if applicable). It may not be: one that insures anyone in addition to the child; one that includes or provides for term insurance, other than extended insurance; or one with any benefit other than the basic insurance benefit and the waiver of monthly charges benefit we refer to below.

The basic amount of the new contract may be any amount as long as it is at least \$25,000 and not more than five times the amount of insurance on the child's life under this benefit. If the amount requested is smaller than the smallest amount we would regularly issue on the requested plan, we will make available at least one policy for a minimum basic amount of \$25,000.

If asked, we will include a benefit for waiving monthly charges in the event of the disability of the person insured if we would include a rider benefit we refer to below in other contracts like the new one.

To be eligible for the waiver of monthly charges benefit, the disability must start on or after the new contract date. And we will not waive any monthly charges under the new contract unless it has a benefit for waiving monthly charges in the event of disability, even if we have waived monthly charges under this contract.

Any benefit for waiving monthly charges in the new contract will be the same one with the same provisions that we put in other contracts like it on the new contract date. In any of these paragraphs, when we refer to other contracts, we mean contracts we would regularly issue on the same plan as the new contract and for the standard, non-smoking rating class, requested amount, issue age and sex (if applicable).

The Incontestability and Suicide Exclusion provisions of the new contract will be measured from the issue date of the original policy.

MISCELLANEOUS PROVISIONS

Beneficiary

The word beneficiary where we use it in this contract without qualification means the beneficiary for insurance payable upon the death of the Insured.

On the contract date, the following two statements apply, unless we issue the contract with an endorsement that states otherwise: (1) The beneficiary for insurance payable upon the death of a dependent child will be the Insured if living, otherwise the beneficiary for this insurance named in the application. (2) If no such beneficiary is living when insurance under this benefit becomes payable, we will make the payment in one sum to the estate of the later to die of the Insured and such beneficiary.

You may designate or change a beneficiary for insurance payable upon the death of a dependent child 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 at our Home Office and, unless a different future effective date is specified by you, it will take effect on the date you signed the request. Any rights created by your request will not apply to any payment(s) we have made or actions we have taken before your request was received and recorded. If you request an effective date after the date we have received and recorded your request, any rights created by your request will not apply to any payments we have made or actions we have taken prior to your chosen effective date. 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.

Reinstatement

If this contract is reinstated, it will not include the insurance that we provide under this benefit on the dependent children unless you prove to us on or within 15 days after the date of reinstatement that each child who is to be insured is insurable for the benefit. If you do not submit such proof for any child, the benefit may be reinstated if all the other conditions are met to reinstate the contract. Any child for whom proof is not submitted, however, will not be insured under the reinstated benefit, and you may be required to send the contract to us for endorsement.

Incontestability

Except for non-payment of premium, we will not contest this benefit with respect to the insurance on any dependent child's life after it has been in force during the child's lifetime for two years from the issue date. We will not contest this rider for statements made in an application for reinstatement after the policy has been in force and the Insured has been alive for two years from the date of reinstatement.

Termination of Benefit

This benefit will end on the earliest of:

1. the end of the last day of the grace period if the contract is in default;
2. the end of the day before the first contract anniversary on or after the Insured's 75th birthday;
3. the date the contract is surrendered for its net cash value if it has one or the paid-up insurance, if any, under the benefit is surrendered; and
4. the date the contract ends for any other reason.

Further, if you ask us in the premium period in a form that meets our needs, we will cancel the benefit as of the first monthly date on or after the date we receive your request. Monthly charges due then and later will be reduced accordingly.

This Supplementary Benefit rider attached to and made part of this contract on the Contract Date

Pruco Life Insurance Company,

By

 SPECIMEN

Secretary

RIDER FOR EXCESS LOAN PROTECTION

This benefit is a part of this contract only if it is listed on a contract data page. This rider does not have any cash or loan values. If any provision of the policy conflicts with this rider, the provisions of this rider will apply.

Rider Benefit

After the rider is exercised, we will waive any monthly charges or unpaid loan interest that would otherwise cause the contract debt to exceed the cash value (see Excess Contract Debt Default). This contract will not enter default (see Default) after the rider is exercised. You may exercise the rider only after all of the conditions stated below are met.

Benefit Charges

When the rider is exercised, we will deduct a one-time charge from the contract fund. The amount of that charge is described under Adjustments to the Contract Fund. There is no charge if the rider is not exercised.

Conditions

Your right to exercise this rider is subject to all of these conditions:

1. Your request to exercise the rider must be dated on or after the later of (a) the fifteenth contract anniversary and (b) the contract anniversary on or after the Insured's 75th birthday. If the contract to which this rider is attached is a survivorship contract, your request to exercise the rider must be dated on or after the later of (a) the fifteenth contract anniversary and (b) the contract anniversary on or after the younger Insured's 75th birthday.
2. Contract debt (see Contract Debt) must be greater than the basic insurance amount.
3. Contract debt must be equal to or greater than 95% of the cash value.
4. There must be sufficient net cash value (cash value less contract debt) to pay the one-time benefit charge.
5. The death benefit qualification test you elected for this contract must be the guideline premium test. This election is made at the time that this contract is issued and may not be changed.
6. This contract must not be a modified endowment contract.
7. Exercising the rider must not cause this contract to become a modified endowment contract or cause this contract to fail to qualify as life insurance under the applicable tax law (see Applicable Tax Law).

Exercising the Rider

At least 31 days before the end of the contract's grace period you will receive a written notice that your contract may be eligible to exercise this rider. If all of the above conditions are satisfied, you may request to exercise the rider by submitting a written request in a form that meets our needs, prior to the end of the 61-day grace period which begins on the date we mail the notice of default. The exercise of the rider will be effective on the monthly date on or after the date we receive your written request at our Home Office. Your request to exercise this rider is irrevocable. Once the rider is exercised you will receive written notification of the changes impacting the contract.

Effect on the Contract

Once the rider is exercised, all of the following apply:

1. You may not make any further withdrawals.
2. You may not make any further changes to the basic insurance amount.
3. You may not make any further premium payments.
4. You may not make any further changes to the type of death benefit.
5. If the contract to which this rider is attached is a variable contract, any amounts in the variable investment options will be transferred to the Fixed Rate Option, and you may not make any further transfers into the variable investment options.
6. Any riders and benefits and their associated charges will terminate.

Effect on the Basic Insurance Amount

On the date the rider is exercised, if the death benefit option is not the Type A option, it will be changed to the Type A option. The basic insurance amount will be set to equal the contract death benefit at that time.

Effect on the Death Benefit

On and after the date the rider is exercised, the death benefit will be the greater of (a) the Type A death benefit (see Death Benefit) and (b) the amount of contract debt multiplied by the attained age factor that applies. The attained age factors are shown in the contract data pages.

Reinstatement

If the policy has lapsed and is reinstated, this rider may be reinstated as part of the policy. The reinstatement will be subject to all the terms and conditions of reinstatement in the policy to which the rider is attached.

Termination

This benefit will end on the earliest of:

1. the end of the grace period if the contract is in default;
2. the contract anniversary immediately following the Insured's 121st birthday or, if the contract to which this rider is attached is a survivorship contract, the contract anniversary immediately following the younger Insured's 121st birthday;
3. the date the contract ends for any other reason.

Rider attached to and made part of this contract on the Contract Date.

Pruco Life Insurance Company,

By

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Secretary