



Continuing Your Group Term Life Insurance Coverage



Prudential
Bring Your Challenges®

INTRODUCTION

Now that **YOU*** may no longer be eligible for group life insurance coverage through the **GROUP CONTRACT HOLDER**, **YOU** may be wondering what rights **YOU** have to continue **YOUR** life insurance coverage. **YOU** do have the right to convert **YOUR** group life insurance coverage to a **CONVERSION POLICY** as described in the section entitled **CONVERSIONS**, page 2.

Depending upon the terms of **YOUR** specific **GROUP LIFE INSURANCE CERTIFICATE** and/or where **YOU** live, **YOU** may also have the right to:

- Transfer **YOUR** group life insurance coverage under the **GROUP CONTRACT** to another group life insurance contract. (See section entitled **PORTABILITY**, page 11.)
- Continue **YOUR** group life insurance coverage under the **EXTENDED DEATH BENEFIT** and **WAIVER OF PREMIUM** provision of **YOUR GROUP LIFE INSURANCE CERTIFICATE** if **YOU** are eligible. (See section entitled **WAIVER OF PREMIUM**, page 17.)
- Continue **YOUR** group life insurance coverage under the **GROUP CONTRACT** but only if **YOU** reside in Minnesota. (See section entitled **MINNESOTA CONTINUATION**, page 18.)

If **YOU** are an employee of the State of New Jersey, **YOU** have special rights to continue **YOUR** group life insurance coverage. (See section entitled **STATE OF NEW JERSEY**, page 19.)

If **YOU** are a current or former military service member, or current or former spouse of a service member, **YOU** may be able to convert **YOUR** group life insurance coverage under the Servicemembers' Group Life Insurance Program or the Veterans' Group Life Insurance Program to a **CONVERSION POLICY**. (See section entitled **SERVICEMEMBERS/RESERVISTS**, page 19.)

*All words that appear in gray capitalized font throughout this brochure are defined on pages 27-28.

CONVERSION

What Is Conversion?

CONVERSION is the right, under **YOUR** group life insurance certificate, to obtain a **CONVERSION POLICY** without answering any health questions.

Who Is Eligible for Conversion?

Employee Life Insurance Coverage

YOU are eligible to convert the group life insurance coverage on **YOUR** life to a **CONVERSION POLICY** without answering any health questions if **YOUR** group life insurance coverage ended because:

1. **YOUR** employment ended; OR
2. **YOU** are no longer in a **COVERED CLASS**; OR
3. All of the group life insurance coverage under the **GROUP CONTRACT** for **YOUR COVERED CLASS** ended provided **YOU** have been covered under the **GROUP CONTRACT** (or for that insurance and any **PRUDENTIAL** rider or **GROUP CONTRACT** replaced by that insurance) for at least five years, OR
4. All of the group life insurance coverage under the **GROUP CONTRACT** ended, provided **YOU** have been covered under the **GROUP CONTRACT** (or for that insurance and any **PRUDENTIAL** rider or **GROUP CONTRACT** replaced by that insurance) for at least five years.
5. If the amount of **YOUR** group life insurance coverage is reduced in accordance with the terms of the **GROUP CONTRACT** and **YOU** are a resident of New York or **YOUR** group life insurance certificate permits, **YOU** may convert any reduced amount of group life insurance coverage to a **CONVERSION POLICY**.

Dependent Life Insurance Coverage

YOU or **YOUR QUALIFIED DEPENDENT** is eligible to convert the group life insurance coverage on **YOUR QUALIFIED DEPENDENT**'s life to a **CONVERSION POLICY** without answering any health questions if the group life insurance coverage on that **QUALIFIED DEPENDENT** ended because:

For spouses, civil union partners or domestic partners:

1. The individual is no longer **YOUR QUALIFIED DEPENDENT** because of divorce, annulment, or termination of the relationship; OR

2. **YOUR** employment ended; OR
3. **YOU** are no longer in a **COVERED CLASS** that is eligible for dependent life insurance coverage; OR
4. All of the dependent life insurance coverage under the **GROUP CONTRACT** ended.

For children:

1. The **CHILD** has attained the **LIMITING AGE** under the **GROUP CONTRACT**; OR
2. **YOUR** employment ended; OR
3. **YOU** are no longer in a **COVERED CLASS** that is eligible for dependent life insurance coverage; OR
4. All of the dependent life insurance coverage under the **GROUP CONTRACT** ended.

How Do I Convert My Group Life Insurance Coverage to a CONVERSION POLICY?

When **YOUR** group life insurance coverage ends, the **GROUP CONTRACT HOLDER** or its representative should provide **YOU** with notice of **YOUR** conversion right. If **YOU** are interested in exercising this right, **YOU** should obtain a Conversion Request Form by calling 1-877-889-2070, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern time, or online at www.prudential.com/GICONVERSIONS. Complete and submit a Conversion Request Form for each person who lost coverage and would like a **CONVERSION POLICY** to PRUDENTIAL along with the initial premium.

How Long Do I Have to Decide Whether I Want to Convert My Group Life Insurance Coverage to a CONVERSION POLICY?

The time period within which to exercise **YOUR** conversion right will depend upon when **YOU** received notice of **YOUR** conversion right.

If **YOU** received **YOUR** Notice of Conversion Rights within 15 calendar days after **YOUR** group life insurance coverage ended, **YOUR** completed Conversion Request Form(s) and initial premium **MUST** be postmarked no later than 31 calendar days after **YOUR** group life insurance ended.

If **YOU** received **YOUR** Notice of Conversion Right more than 15 but less than 92 calendar days after **YOUR** group life insurance coverage ended, then **YOUR** completed Conversion Request Form(s) and initial premium **MUST** be postmarked no later than 15 calendar days after **YOU** received **YOUR** Notice of Conversion Right.

If **YOU** receive **YOUR** Notice of Conversion Right more than 91 calendar days after **YOUR** group life insurance ended, then **YOUR** right to convert **YOUR** group life insurance coverage to a **CONVERSION POLICY** may have expired. In addition, if **YOU** fail to complete and return the Conversion Request Form along with the initial premium to PRUDENTIAL in a timely manner, **YOUR** right to convert **YOUR** group life insurance coverage to a **CONVERSION POLICY** will expire.

What Amount of Group Life Insurance Coverage Can I Convert to a **CONVERSION POLICY** Without Answering Any Health Questions?

The amount of group life insurance coverage **YOU** can convert to a **CONVERSION POLICY** will be dependent upon the reason **YOUR** group life insurance ended.

Group Life Insurance Coverage Termination Reason	Person Losing Group Life Insurance Coverage	Amount of Group Life Insurance Coverage Eligible for CONVERSION
Termination of YOUR Employment	YOU QUALIFIED DEPENDENTS	The amount of YOUR employee life insurance coverage ending The amount of dependent life insurance coverage ending
YOU are no longer in a COVERED CLASS	YOU QUALIFIED DEPENDENTS	The amount of YOUR employee life insurance coverage ending The amount of dependent life insurance coverage ending
YOU are no longer in a COVERED CLASS eligible for dependent life insurance coverage	QUALIFIED DEPENDENTS	The amount of dependent life insurance coverage ending
All of the group life insurance coverage under the GROUP CONTRACT ends	YOU QUALIFIED DEPENDENTS	If YOUR coverage has been in force for five years, the lesser of the amount of YOUR employee life insurance coverage and \$10,000 reduced by the amount off any new group insurance for which YOU become eligible within 31 days after termination of the Prudential group life insurance policy.

Group Life Insurance Coverage Termination Reason	Person Losing Group Life Insurance Coverage	Amount of Group Life Insurance Coverage Eligible for CONVERSION
The amount of YOUR group life insurance coverage is reduced in accordance with the terms of the GROUP CONTRACT	YOU	The amount of YOUR group life insurance coverage ending
Divorce, annulment, or termination of relationship	QUALIFIED DEPENDENTS	The amount of dependent life insurance coverage ending
Attainment of the LIMITING AGE	QUALIFIED DEPENDENTS	The amount of dependent life insurance coverage ending

What Type of CONVERSION POLICY Will I Receive?

The type of **CONVERSION POLICY YOU** receive will depend upon where **YOU** live and **YOUR** age on the effective date of **YOUR** policy. If **YOU** live in any state other than New York and West Virginia, **YOU** will receive a whole life insurance policy without disability or supplementary benefits, such as accidental death and dismemberment, waiver of premium, and the like.

Currently, PRUDENTIAL has two types of **CONVERSION POLICIES** available—the PRUDENTIAL Guaranteed Life Insurance policy (“**PGL POLICY**”) and the Single Premium Life policy (“**SPL POLICY**”).

If **YOU** are less than 76 years of age when **YOUR** group life insurance coverage ends, **YOU** have the right to convert **YOUR** group life insurance coverage to the **PGL POLICY**. The **PGL POLICY** is a whole life insurance policy with a guaranteed cash value. Premiums for the **PGL POLICY** are level and payable until the policy anniversary after **YOU** attain age 85. Thereafter the **PGL POLICY** will remain in force without any additional premium payment until **YOUR** death. The **PGL POLICY** is a non-participating policy, which means dividends will not be paid on that policy.

Upon **YOUR** death, the face amount of the **CONVERSION POLICY** will be payable less any outstanding loan.

If **YOU** have any questions concerning the **PGL POLICY**, call the number indicated on the cover letter. When requesting information, please state **YOUR** date of birth, the **GROUP CONTRACT** control number, and the name of the **GROUP CONTRACT HOLDER**.

If **YOU** are the age of 76 or above when **YOUR** group life insurance ends, **YOU** only have the right to convert to the **SPL POLICY**. The

SPL POLICY is a whole life insurance policy with a guaranteed cash value. A single premium payment is required at the time **YOU** complete and submit the Single Pay Life Insurance Request Form. Thereafter the **SPL POLICY** will remain in force without any additional premium payment until **YOUR** death. The **SPL POLICY** is a nonparticipating policy, which means dividends will not be paid on that policy.

Upon **YOUR** death, the face amount of the **CONVERSION POLICY** will be payable less any outstanding loan.

If **YOU** have any questions concerning the **SPL POLICY**, please contact our customer service area at 1-877-889-2070, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern time, for rate information. (If **YOU** are using a telecommunications device for the hearing impaired (TDD), please call 1-800-496-1214. When requesting information, please state **YOUR** date of birth, the **GROUP CONTRACT** control number, and the name of the **GROUP CONTRACT HOLDER**.

If **YOU** are a New York or West Virginia resident, under age 76, who exercises their conversion right, **YOU** will initially receive a **PGL POLICY** with an **INTERIM TERM RIDER**. This allows **YOU** to convert **YOUR** group life insurance coverage to a **PGL POLICY** by first obtaining term life insurance coverage for up to one year. After one year of term life insurance coverage, **YOU** have the option of ceasing premium payment and **YOUR PGL POLICY** will end for non-payment of premium or **YOU** can begin to pay the premium for whole life insurance coverage.

To be eligible for the **PGL POLICY** with an **INTERIM TERM RIDER** all of the following rules apply:

1. The **INTERIM TERM RIDER** is limited to a period of one year; and
2. The full premium for the **INTERIM TERM RIDER** must be paid in advance; and
3. **YOU** must be less than 76 years of age when **YOUR** group life insurance coverage and when the **INTERIM TERM RIDER** will end; and
4. The premium for the whole life insurance coverage that begins at the expiration of the **INTERIM TERM LIFE RIDER** will be based on **YOUR** attained age at the end of the **INTERIM TERM RIDER** period.

Please contact our customer service area at 1-877-889-2070, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Eastern time, for rate information. (If **YOU** are using a telecommunications device for the hearing impaired [TDD], please call 1-800-496-1214.)

How Much Will My CONVERSION POLICY Cost?

Premium for a **CONVERSION POLICY** will be based upon all of the following:

1. The type of **CONVERSION POLICY – PGL POLICY OR SPL POLICY**; and
2. Amount of life insurance selected; and
3. **YOUR** age on the effective date of **YOUR** policy; and
4. Frequency of payment (Annual, Semi-Annual, Quarterly, or Prumatic); and
5. Whether or not your policy includes an Accidental Death Benefit rider.

For the **PGL POLICY** premium rates, please see the rate tables that begin on page 23 of this brochure. To receive a **SPL POLICY** quote, please contact our customer service area at 1-877-889-2070, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Eastern time. (If **YOU** are using a telecommunications device for the hearing impaired [TDD], please call 1-800-496-1214.)

Acceptance and negotiation of **YOUR** premium payment for a **CONVERSION POLICY** by PRUDENTIAL is not a guarantee that a **CONVERSION POLICY** will be issued as requested on the Conversion Request Form. All conditions precedent to issuance of a **CONVERSION POLICY**, including, without limitation, confirmation of **YOUR** eligibility for a **CONVERSION POLICY**, confirmation of the maximum amount of coverage eligible for conversion, completion of all reasonably required paperwork, and payment of any premium due, must be received by PRUDENTIAL in a timely manner. A delay in submitting required information, documentation, or additional premium will not extend the conversion time period specified above.

What Is an Accelerated Benefit Option?¹

If **YOUR GROUP LIFE INSURANCE CERTIFICATE** has an **ACCELERATED BENEFIT OPTION (ABO)** provision, that provision is not available as a rider to a **CONVERSION POLICY**.

Further, any part of **YOUR** group life insurance benefit distributed under the **ABO** provision of **YOUR GROUP LIFE INSURANCE CERTIFICATE** will reduce the amount of group life insurance coverage eligible to be continued under a **CONVERSION POLICY**. For example, if **YOU** have \$100,000 of group life insurance coverage and elect to receive 50% of that amount under the **ABO** provision of **YOUR GROUP LIFE INSURANCE CERTIFICATE**, the amount of group life insurance coverage available for **CONVERSION** is \$50,000.

When Will My CONVERSION POLICY Be Effective?

YOUR CONVERSION POLICY will be effective on the 32nd calendar day after **YOUR** group life insurance coverage ended.

What Happens If I Die Within 31 Calendar Days After My Group Life Insurance Coverage Ended?

If **YOU** die within 31 calendar days after **YOUR** group life insurance coverage ended and while **YOU** are entitled to **CONVERSION**, then a life insurance claim will be processed under the **GROUP CONTRACT**. The amount of any benefit determined to be payable under the **GROUP CONTRACT** is equal to the amount of group life insurance coverage **YOU** had under the **GROUP CONTRACT** immediately after that coverage ended. If a benefit is payable under the **GROUP CONTRACT**, then it will be paid even if **YOU** have not exercised **YOUR** conversion right under the **GROUP CONTRACT**.

Am I Eligible to Apply for Any Other Type of Individual Life Insurance Policy?

Yes. In addition to obtaining a **CONVERSION POLICY** by exercising **YOUR** conversion right under **YOUR GROUP LIFE INSURANCE CERTIFICATE**, **YOU** also have the option of applying for an individual life insurance policy, potentially with a better rate, by meeting with a **PRUDENTIAL** agent and providing satisfactory evidence of insurability. **YOU** can pursue this option while still preserving **YOUR** conversion rights under **YOUR GROUP LIFE INSURANCE CERTIFICATE** through the Dual Application Process.

Through the Dual Application Process, **YOU** will complete both a New Business Application and the Conversion Request Form, and the **PRUDENTIAL** agent will submit both plus an initial premium payment to **PRUDENTIAL**. **PRUDENTIAL** will place **YOUR** Conversion Request Form on hold until a decision is made on **YOUR** New Business

Application. If **YOUR** New Business Application is approved, a New Business individual life insurance policy will be issued to **YOU** and **YOUR** Conversion Request Form will be declined. If **YOUR** New Business Application is denied, **YOUR** Conversion Request Form will be processed by PRUDENTIAL and either a **PGL POLICY** or **SPL POLICY** will be issued to **YOU**. Throughout this process, PRUDENTIAL will be in contact with the PRUDENTIAL agent.

Can I Obtain an AD&D Rider to My CONVERSION POLICY?

If **YOU** had AD&D coverage under **YOUR GROUP LIFE INSURANCE CERTIFICATE**, **YOU** may purchase an Accidental Death Benefits Rider to **YOUR PGL POLICY**.

An Accidental Death Benefit Rider is not available if:

1. **YOU** did not have AD&D coverage under **YOUR GROUP LIFE INSURANCE CERTIFICATE**, or
2. **YOU** reside in Florida or Massachusetts; or
3. **YOU** are more than age 70 when **YOUR** group life insurance coverage ended.

The amount of AD&D coverage under an Accidental Death Benefits Rider can range from \$25,000 to \$500,000 of coverage. However, the amount of coverage under an Accidental Death Benefit Rider cannot exceed the total amount of life insurance coverage under the **CONVERSION POLICY**.

Premium rates for an equal amount of life insurance and AD&D coverage under a **CONVERSION POLICY** with an Accidental Death Benefit Rider are shown in the Rates Tables beginning on page 24 of this brochure under the heading "With ADB."

The amount of coverage under the Accidental Death Benefits Rider does not have to match the amount of life insurance coverage under the **CONVERSION POLICY**. If the amount of life insurance coverage is different from the amount of AD&D coverage, please contact our customer service area at 1-877-889-2070, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Eastern time, to obtain the correct premium quote. (If **YOU** are using a telecommunications device for the hearing impaired [TDD], please call 1-800-496-1214.)

Are Any Other Options or Benefits Available to Me If I Convert My Group Life Insurance Coverage to a CONVERSION POLICY?

No. Once **YOU** exercise **YOUR** conversion right, PRUDENTIAL's issuance of the **CONVERSION POLICY** terminates any other rights or benefits **YOU** may have to continue **YOUR** group life insurance coverage, including **PORTABILITY**, **EXTENDED DEATH BENEFIT**, and **WAIVER OF PREMIUM**, and **MINNESOTA CONTINUATION**, under **YOUR GROUP LIFE INSURANCE CERTIFICATE**.

Is the CONVERSION Process the Same If I Live Outside the U.S.?

It is not a requirement that **YOU** be a U.S. citizen in order to exercise **YOUR** conversion right under **YOUR GROUP LIFE INSURANCE CERTIFICATE**. If **YOU** were an insured employee based in the U.S. with a **CONVERSION** right, **YOU** have the right to convert **YOUR** group life insurance coverage to a **CONVERSION POLICY** even if **YOU** relocate to outside of the U.S. (provided the insurance laws in the foreign country in which **YOU** reside allow **YOU** to exercise **YOUR** conversion right).

If **YOU** reside outside the U.S., all premiums for a **CONVERSION POLICY** must be paid in U.S. dollars and it is required that all banking must be done through a U.S. bank.

If **YOU** are approved for and purchased a New Business individual life insurance policy in a foreign country from PRUDENTIAL instead of a **CONVERSION POLICY**, then premiums for the New Business individual life insurance policy must be paid in that foreign country's currency.

What Documents Are Needed for Conversion?

The documents that will need to be provided as part of the Conversion process are:

- Notice of Conversion Right; and
- Completed and signed Conversion Request Form; and
- Initial premium, and

- If premium will be remitted monthly, completed and signed electronic funds transfer document; and
- If Conversion is being completed on behalf of another person, please provide supporting documents such as a copy of the Power of Attorney or Guardianship papers.

PORTABILITY

What Is PORTABILITY?

PORTABILITY is a right under certain **GROUP LIFE INSURANCE CERTIFICATES** to continue **YOUR** group life insurance coverage under the **PORTABILITY GROUP CONTRACT**, another group life insurance contract. **YOU** may not need to answer any health questions.

If **YOU** have the **PORTABILITY** right in **YOUR GROUP LIFE INSURANCE CERTIFICATE** and **YOU** choose to exercise it, **YOU** will receive a new **GROUP LIFE INSURANCE CERTIFICATE** under the **PORTABILITY GROUP CONTRACT**. Benefits, coverage amounts, and coverage provisions under the **PORTABILITY GROUP CONTRACT** may be different from what was available under **YOUR GROUP LIFE INSURANCE CERTIFICATE** under the **GROUP CONTRACT**.

Who Is Eligible for PORTABILITY?

Employee Life Insurance Coverage

YOU are eligible to exercise the **PORTABILITY RIGHT** under **YOUR GROUP LIFE INSURANCE CERTIFICATE** when:

1. **YOUR** employment ends; OR
2. **YOU** are no longer in a **COVERED CLASS**; OR
3. All of the group life insurance coverage under the **GROUP CONTRACT** for **YOUR COVERED CLASS** ends, provided **YOU** have been covered under the **GROUP CONTRACT** (or for that insurance and any **PRUDENTIAL** rider or **GROUP CONTRACT** replaced by that insurance) for at least five years, OR
4. All of the group life insurance coverage under the **GROUP CONTRACT** ends, provided **YOU** have been covered under the **GROUP CONTRACT** (or for that insurance and any **PRUDENTIAL** rider or **GROUP CONTRACT** replaced by that insurance) for at least five years.

Dependent Life Insurance Coverage

YOU or **YOUR QUALIFIED DEPENDENT** is eligible to exercise the **PORTABILITY** option if the group life insurance on that **QUALIFIED DEPENDENT** ends because:

For spouses, civil union partners, or domestic partners

1. The individual is no longer **YOUR QUALIFIED DEPENDENT** because of divorce, annulment, or termination of the relationship; OR
2. **YOUR** employment ends or **YOU** are no longer in a **COVERED CLASS** that is eligible for dependent life insurance coverage; OR
3. All of the dependent life insurance coverage under the **GROUP CONTRACT** ends.

For children:

1. The **CHILD** has attained the **LIMITING AGE** under the **GROUP CONTRACT**; OR
2. **YOUR** employment ends or **YOU** are no longer in a **COVERED CLASS** that is eligible for dependent life insurance coverage; OR
3. All of the dependent life insurance coverage under the **GROUP CONTRACT** ends.

Can I Exercise My PORTABILITY Option If I Am Disabled or Retiring?

Some **GROUP CONTRACTS** permit disabled insureds as well as retirees to exercise a **PORTABILITY** right under such **GROUP CONTRACTS**, while other **GROUP CONTRACTS** do not contain a **PORTABILITY** right. The **GROUP CONTRACT HOLDER** decides whether its **GROUP CONTRACT** will contain a **PORTABILITY** right and whether disabled insureds or retirees have a **PORTABILITY** right under their **GROUP CONTRACT**. Please consult **YOUR GROUP LIFE INSURANCE CERTIFICATE** for details. If **YOU** are interested in learning more about **YOUR PORTABILITY** right, including how to exercise that right, please contact our customer service area at 1-800-778-3827, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Eastern time. (If **YOU** are using a telecommunications device for the hearing impaired [TDD], please call 1-800-496-1214.)

How Do I Exercise the PORTABILITY Right Under My GROUP LIFE INSURANCE CERTIFICATE?

When **YOUR** group life insurance coverage ended, if there is a **PORTABILITY** right, the **GROUP CONTRACT HOLDER** or its representative should provide **YOU** with notice of **YOUR PORTABILITY** rights, in addition to **YOUR CONVERSION** right. If **YOU** are interested in exercising **YOUR PORTABILITY** right, **YOU** can obtain a **PORTABILITY** Request Form by calling 1-800-778-3827, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern time. Complete and submit the **PORTABILITY** Request Form for each person who lost coverage and would like term life insurance coverage under the **PORTABILITY GROUP POLICY** along with the initial premium.

How Long Do I Have To Decide Whether I Want To Exercise My PORTABILITY Right Under My GROUP LIFE INSURANCE CERTIFICATE?

YOU must exercise **YOUR PORTABILITY** right within 31 calendar days after **YOUR** group life insurance coverage ends. If **YOU** do not exercise **YOUR PORTABILITY** right within this time period, the **PORTABILITY** right will expire. But, if **YOU** have the right to convert **YOUR** group life insurance coverage to a **CONVERSION POLICY**, **YOU** have until the longer of:

- (1) 31 calendar days after **YOUR** group life insurance ended; and
- (2) the number of days during which **YOU** have the right to convert **YOUR** group life insurance coverage to a **CONVERSION POLICY**.

What Amount of Group Life Insurance Coverage Can I Port to the PORTABILITY GROUP CONTRACT?

Employee	From \$20,000 to five times YOUR annual earnings provided YOUR total amount of term life insurance under the PORTABILITY GROUP CONTRACT cannot exceed \$1,000,000
Dependent	From \$20,000 to five times YOUR annual earnings provided YOUR total amount of term life insurance under the PORTABILITY GROUP CONTRACT cannot exceed \$1,000,000

What Type of Life Insurance Will I Receive If I Exercise My Portability Right?

YOU will receive group term life insurance coverage.

When Will My PORTABILITY Life Insurance Coverage Be Effective?

YOUR PORTABILITY life insurance coverage will be effective 31 calendar days after **YOUR** group life insurance coverage under the **GROUP CONTRACT** ended.

Do I Need to Answer Any Health Questions?

Generally, **YOU** do not have to answer any health questions. However, if **YOU** elect to answer health questions, **YOU** may be eligible for a lower premium for **YOUR PORTABILITY** life insurance coverage.

Are Any Other Options or Benefits Available to Me If I Port My Group Life Insurance Coverage to the PORTABILITY GROUP CONTRACT?

No. Once **YOU** exercise **YOUR PORTABILITY** right, PRUDENTIAL's issuance of **YOUR PORTABILITY LIFE INSURANCE CERTIFICATE** terminates any other rights or benefits **YOU** may have to continue **YOUR** group life insurance coverage, including **CONVERSION**, **EXTENDED DEATH BENEFIT** and **WAIVER OF PREMIUM**, and **MINNESOTA CONTINUATION**.

EXTENDED DEATH BENEFIT

What Is EXTENDED DEATH BENEFIT?

If an insured employee, who is less than 60 years old, becomes unable to work at any job or occupation because of sickness or injury, that employee may have an **EXTENDED DEATH BENEFIT**. Under the **EXTENDED DEATH BENEFIT**, the group life insurance coverage on the insured employee will be continued for up to one year without the payment of premium.

Who Is Eligible for the EXTENDED DEATH BENEFIT?

Generally only an insured employee who:

- (1) Becomes **TOTALLY DISABLED** while a **COVERED PERSON**; and
- (2) Is less than age 60 when **YOUR TOTAL DISABILITY** starts.

How Long Do I Have to Apply for EXTENDED DEATH BENEFIT?

YOU do not have to apply for **EXTENDED DEATH BENEFIT**. It is automatic if **YOU** are **TOTALLY DISABLED**.

What Amount of Group Life Insurance Coverage Will Be Continued Under the EXTENDED DEATH BENEFIT?

The amount of group life insurance **YOU** had in force on the date **YOU** became **TOTALLY DISABLED** will be continued, subject to the terms of **YOUR GROUP LIFE INSURANCE CERTIFICATE**.

Will My EXTENDED DEATH BENEFIT End?

Yes. It will end when **YOU** are no longer **TOTALLY DISABLED** or one year after **YOU** became **TOTALLY DISABLED**, whichever occurs first.

What Happens When My EXTENDED DEATH BENEFIT Ends?

If **YOU** are still in a **COVERED CLASS** under the **GROUP CONTRACT** and no longer **TOTALLY DISABLED**, **YOUR** group life insurance coverage will continue subject to terms of the **GROUP CONTRACT** and any required premium contributions from **YOU**. If **YOU** fail to make any required premium contributions, **YOUR** group life insurance coverage will end for non-payment of premium.

If **YOU** are no longer in a **COVERED CLASS**, **YOU** may be eligible to convert **YOUR** group life insurance coverage to a **CONVERSION POLICY**; or port **YOUR** group life insurance coverage to the **PORTABILITY GROUP CONTRACT**; or, if **YOU** are a Minnesota resident, continue **YOUR** group life insurance coverage pursuant to Minnesota Continuation.

If **YOU** are still **TOTALLY DISABLED**, **YOU** may apply for **WAIVER OF PREMIUM**, if this feature is available under **YOUR GROUP LIFE INSURANCE CERTIFICATE**.

WAIVER OF PREMIUM

What Is WAIVER OF PREMIUM?

If an insured employee, who is less than 60 years old, has been continuously unable to work at any job or occupation for a specified period of time, usually nine months, that employee may request that the employee's group life insurance coverage remain in force without the payment of premium. This is called **WAIVER OF PREMIUM**.

Who Is Eligible for WAIVER OF PREMIUM?

Generally only an insured employee who:

- (1) Becomes **TOTALLY DISABLED** before attaining 60 years of age; and
- (2) Has been continuously **TOTALLY DISABLED** for a specific period of time, usually nine months.

Consult **YOUR GROUP LIFE INSURANCE CERTIFICATE** for additional details, including how long an insured employee must be continuously **TOTALLY DISABLED**.

How Long Do I Have to Apply for WAIVER OF PREMIUM?

YOU have one year from the date **YOU** became **TOTALLY DISABLED** to apply for **WAIVER OF PREMIUM**. Thereafter, **YOUR** right to seek **WAIVER OF PREMIUM** will expire.

When Will My WAIVER OF PREMIUM Become Effective?

YOU must submit a claim for **WAIVER OF PREMIUM**. If **YOUR** claim is approved, **YOU** will be notified, in writing, of the effective date of **YOUR WAIVER OF PREMIUM**.

Will My WAIVER OF PREMIUM End?

Yes. It will generally end when the first of the following events occur:

- (1) **YOU** are no longer **TOTALLY DISABLED**; OR
- (2) **YOU** attain age 65, OR
- (3) **YOU** fail to furnish any required proof that **YOUR TOTAL DISABILITY** continues; OR

(4) **YOU** fail to submit to a medical exam by **DOCTORS** named by **PRUDENTIAL** when and as often as **PRUDENTIAL** requires. After two full years of this protection, **PRUDENTIAL** will not require an exam more than once each calendar year.

What Happens When WAIVER OF PREMIUM Ends?

Generally **YOU** would no longer be in a **COVERED CLASS**. Thus **YOU** would be eligible to convert **YOUR** group life insurance coverage to a **CONVERSION POLICY**.

While My Group Life Insurance Coverage Is Being Continued While I Am Approved for WAIVER OF PREMIUM, Can I Convert My Group Life Insurance Coverage to a CONVERSION POLICY or Exercise Any PORTABILITY Right I May Have?

No. Only after **YOUR WAIVER OF PREMIUM** ends do **YOU** have the right to convert **YOUR** group life insurance coverage to a **CONVERSION POLICY** or to exercise any **PORTABILITY** right **YOU** may have under **YOUR GROUP LIFE INSURANCE CERTIFICATE**.

MINNESOTA CONTINUATION

What Is MINNESOTA CONTINUATION?

Residents of Minnesota may continue their group life insurance coverage for 18 months under the **GROUP CONTRACT** by electing to continue to pay the premium for that coverage.

The Insured employee usually pays the **GROUP CONTRACT HOLDER** directly unless the **GROUP CONTRACT HOLDER** has purchased recordkeeping services from **PRUDENTIAL**. If the **GROUP CONTRACT HOLDER** has purchased such services, **PRUDENTIAL** will bill and collect the premium on behalf of the **GROUP CONTRACT HOLDER**.

After an insured employee has exercised his or her **MINNESOTA CONTINUATION** right for 18 months, the insured employee is eligible to convert the group life insurance coverage to a **CONVERSION POLICY** as described above or exercise any **PORTABILITY** right the insured employee may have under the employee's **GROUP LIFE INSURANCE CERTIFICATE**.

STATE OF NEW JERSEY EMPLOYEES ONLY

If **YOUR** Group Life Insurance Coverage is through the State of New Jersey, a New Jersey municipality, or an agency of the State of New Jersey, **YOU MUST** complete and return your Conversion Request Form to PRUDENTIAL along with **YOUR** initial premium payment no later than 31 days after **YOUR** Group Life Insurance Coverage ended. Please note, **YOUR CONVERSION** right under **YOUR** State of New Jersey group life insurance coverage expires 31 days, not 92 days, after **YOUR** Group Life Insurance Coverage ends.

If **YOU** have any questions about the conversion process and do not have a PRUDENTIAL Representative assisting **YOU**, please call our Conversion Office at 1-855-364-7783, weekdays from 8:00 a.m. to 8:00 p.m. Eastern time.

SERVICE MEMBERS/RESERVISTS

The Office of Servicemembers' Group Life Insurance (OSGLI) was established to administer the Servicemembers' Group Life Insurance (SGLI) program under a contract with the Department of Veterans Affairs. The rules governing this program are established by Title 38 of the U.S. Code of Federal Regulations.

Who Can Convert?

Service Members/Reservists:

If **YOU** wish to convert Servicemembers' Group Life Insurance (SGLI) coverage to a PRUDENTIAL **CONVERSION POLICY**, **YOU** must submit **YOUR** Conversion Request Form, first month's premium, and the applicable documents listed under the section titled, "What Documents are Needed for **CONVERSION**" to a Prudential office within 120 days of your separation date.

If you have Family Servicemembers' Group Life Insurance (FSGLI) coverage, you have 120 days from the events outlined on the next page to convert your policy.

Veterans:

If **YOU** wish to convert Veterans' Group Life Insurance (VGLI) coverage to a **PRUDENTIAL CONVERSION POLICY**, **YOU** must submit **YOUR** Conversion Request Form, first month's premium, and **YOUR** VGLI Conversion Notice* to a **PRUDENTIAL** office.

How Much Coverage Do I Have Now?

Please refer to **YOUR** most recent Leave & Earnings Statement or VGLI bill for details about **YOUR** coverage.

How Many Days Do I Have To Convert My Coverage?

- If **YOU** have SGLI coverage, **YOU** have 120 calendar days from **YOUR** release from uniformed service or release from assignment to the Ready Reserves.
- If **YOU** have Family Servicemembers' Group Life Insurance (FSGLI), **YOU** have 120 calendar days from the following events to convert **YOUR** coverage: the date the service member separates from service, the date of divorce from the service member, the date of the service member's death, or the date the service member terminates his/her SGLI coverage or his/her spouse's FSGLI coverage.
- If **YOU** have VGLI coverage, **YOU** may convert **YOUR** coverage at any time.

Can I Convert My Child's FSGLI Coverage?

No, children's coverage cannot be converted to a **CONVERSION POLICY**. Only spouse's FSGLI coverage can be converted to a **CONVERSION POLICY**.

Is the CONVERSION Process the Same If I Live Outside the U.S.?

Yes, the **CONVERSION** process is the same if **YOU** live outside the U.S. (if insurance laws in the foreign country in which **YOU** are residing allow **YOU** to exercise **YOUR CONVERSION** right).

*Please call the Office of Servicemembers' Group Life Insurance (OSGLI) at 1-800-419-1473, Monday through Friday from 8:00 a.m. to 5:00 p.m. to obtain the Conversion Notice.

What Documents Are Needed For CONVERSION?

The documents that **YOU** will need to provide as part of the **CONVERSION** process may vary based on **YOUR** current coverage. Please see the chart below for details.

Type of Service	Required Documents
SGLI: Active Duty	<ul style="list-style-type: none"> ■ SGLI Conversion Notice* ■ DD-214
SGLI National Guard or Reserves	<ul style="list-style-type: none"> ■ SGLI Conversion Notice* ■ NGB-22 or written orders as proof of separation ■ Final Leave and Earnings Statement (LES)
FSGLI	<ul style="list-style-type: none"> ■ FSGLI Conversion Notice* ■ Servicemembers' Final Leave and Earnings Statement <p>Plus one of the following:</p> <ul style="list-style-type: none"> ■ Service member's DD-214, NGB-22, or written orders as proof of separation ■ Service member's proof of death ■ Certificate of Dissolution of Marriage ■ Proof of service member's termination of SGLI coverage ■ Proof of service member's termination of FSGLI coverage
VGLI	VGLI Conversion Notice*

*To obtain a **CONVERSION** notice, please contact the Office of Servicemembers' Group Life Insurance (OSGLI) at 1-800-419-1473, Monday through Friday from 8:00 a.m. to 5:00 p.m.

Like most insurance policies, PRUDENTIAL's policies contain exclusions, limitations, reductions of benefits, and terms for keeping them in force. A PRUDENTIAL representative can provide **YOU** with costs and complete details.

Instructions for Calculating Premiums

ALL CONVERSION REQUEST FORMS MUST BE ACCOMPANIED BY THE ENTIRE FIRST PREMIUM.

How Do I Calculate the Premiums for My CONVERSION POLICY?

Premiums are payable annually, semi-annually, quarterly, or by pre-authorized monthly check draft (Prumatic). The mode of payment selected must produce a minimum premium of \$15.00.

Use standard rates per \$1,000 shown on pages 23-25 in this brochure. After determining the premium for the amount of insurance being converted, add the following policy constant to obtain the premium for the policy:

- \$85.00 for annual mode of payment
- \$45.00 for semi-annual mode of payment
- \$23.00 for quarterly mode of payment
- \$8.00 for monthly (Prumatic) mode of payment

The example below illustrates a premium calculation for a \$25,000 **PGL POLICY** with Accidental Death Benefit (ADB) for someone who is 40 years old. The payment mode is quarterly. The rates for \$25,000-\$99,999 are contained on page 24. For amounts of life insurance coverage over \$99,999, please see page 25.

1. The rate per \$1,000 with ADB for a quarterly payment shown on page 24 is \$4.67.
2. Multiply the amount of insurance being converted (i.e., the number of \$1,000 units) by the rate per \$1,000 and add the quarterly policy constant:

$$25 \times \$4.67 = \$116.75 + 23.00 = \$139.75$$

If a dependent child is under the age of 15, please contact our customer service area at 1-877-889-2070, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Eastern time, for rates.

The below chart outlines the rates for a **PGL POLICY** for individuals age 75 and under.

PGL POLICY (For Policies \$1-\$24,999)

Standard rates per \$1,000—A policy constant must be added to the total premium. Please refer to the section “HOW TO CALCULATE PRUDENTIAL PREMIUMS.”

UNISEX

Issue Age	Annual	Semiannual	Quarterly	Prumatic
15	13.43	6.98	3.56	1.20
16	13.64	7.09	3.61	1.21
17	13.85	7.20	3.67	1.23
18	14.06	7.31	3.73	1.25
19	14.26	7.42	3.78	1.27
20	14.46	7.52	3.83	1.29
21	14.67	7.63	3.89	1.31
22	14.89	7.74	3.95	1.33
23	15.10	7.85	4.00	1.34
24	15.30	7.96	4.05	1.36
25	15.50	8.06	4.11	1.38
26	16.04	8.34	4.25	1.43
27	16.56	8.61	4.39	1.47
28	17.09	8.89	4.53	1.52
29	17.63	9.17	4.67	1.57
30	18.15	9.44	4.81	1.62
31	18.69	9.72	4.95	1.66
32	19.22	9.99	5.09	1.71
33	19.75	10.27	5.23	1.76
34	20.28	10.55	5.37	1.80
35	20.82	10.83	5.52	1.85
36	21.23	11.04	5.63	1.89
37	21.74	11.30	5.76	1.93
38	22.34	11.62	5.92	1.99
39	22.92	11.92	6.07	2.04
40	23.68	12.31	6.28	2.11
41	24.57	12.78	6.51	2.19
42	25.65	13.34	6.80	2.28
43	26.94	14.01	7.14	2.40
44	28.37	14.75	7.52	2.52
45	29.93	15.56	7.93	2.66
46	30.75	15.99	8.15	2.74
47	31.47	16.36	8.34	2.80
48	32.06	16.67	8.50	2.85
49	32.81	17.06	8.69	2.92
50	33.74	17.54	8.94	3.00
51	34.93	18.16	9.26	3.11
52	36.34	18.90	9.63	3.23
53	37.97	19.74	10.06	3.38
54	39.94	20.77	10.58	3.55
55	42.12	21.90	11.16	3.75
56	44.06	22.91	11.68	3.92
57	45.93	23.88	12.17	4.09
58	47.79	24.85	12.66	4.25
59	49.92	25.96	13.23	4.44
60	52.45	27.27	13.90	4.67
61	55.50	28.86	14.71	4.94
62	58.97	30.66	15.63	5.25
63	62.73	32.62	16.62	5.58
64	66.62	34.64	17.65	5.93
65	70.63	36.73	18.72	6.29
66	77.00	40.04	20.41	6.85
67	83.65	43.50	22.17	7.44
68	90.67	47.15	24.03	8.07
69	98.49	51.21	26.10	8.77
70	107.52	55.91	28.49	9.57
71	118.41	61.57	31.38	10.54
72	130.99	68.11	34.71	11.66
73	144.17	74.97	38.21	12.83
74	158.40	82.37	41.98	14.10
75	173.96	90.46	46.10	15.48

If **YOU** are age 76 or above, please contact our customer service area at 1-877-889-2070 Monday through Friday, between the hours of 8:00 a.m. to 8:00 p.m. Eastern time.

ADB is not available with face amounts of less than \$25,000. These rates are effective 1/1/14 and are subject to change at PRUDENTIAL's discretion. YOUR rate is based on YOUR age on the effective date of YOUR policy.

The below chart outlines the rates for a PGL POLICY for individuals age 75 and under.

PGL POLICY (For Policies \$25,000-\$99,999)

Standard rates per \$1,000—A policy constant must be added to the total premium. Please refer to the section “HOW TO CALCULATE PRUDENTIAL PREMIUMS.”

UNISEX

Issue Age	Annual		Semiannual		Quarterly		Prumatic	
	Without ADB	With ADB	Without ADB	With ADB	Without ADB	With ADB	Without ADB	With ADB
15	7.74	8.54	4.02	4.44	2.05	2.26	0.69	0.76
16	7.96	8.76	4.14	4.56	2.11	2.32	0.71	0.78
17	8.18	8.98	4.25	4.67	2.17	2.38	0.73	0.80
18	8.40	9.19	4.37	4.78	2.23	2.44	0.75	0.82
19	8.62	9.39	4.48	4.88	2.28	2.48	0.77	0.84
20	8.84	9.60	4.60	5.00	2.34	2.54	0.79	0.86
21	9.05	9.80	4.71	5.10	2.40	2.60	0.81	0.88
22	9.28	10.02	4.83	5.21	2.46	2.66	0.83	0.90
23	9.50	10.23	4.94	5.32	2.52	2.71	0.85	0.91
24	9.72	10.44	5.05	5.42	2.58	2.77	0.87	0.93
25	9.94	10.66	5.17	5.54	2.63	2.82	0.88	0.94
26	10.39	11.12	5.40	5.78	2.75	2.94	0.92	0.98
27	10.83	11.57	5.63	6.01	2.87	3.07	0.96	1.03
28	11.27	12.02	5.86	6.25	2.99	3.19	1.00	1.07
29	11.72	12.48	6.09	6.49	3.11	3.31	1.04	1.11
30	12.17	12.94	6.33	6.73	3.23	3.43	1.08	1.15
31	12.61	13.39	6.56	6.97	3.34	3.55	1.12	1.19
32	13.06	13.85	6.79	7.20	3.46	3.67	1.16	1.23
33	13.50	14.31	7.02	7.44	3.58	3.79	1.20	1.27
34	13.96	14.79	7.26	7.69	3.70	3.92	1.24	1.31
35	14.40	15.24	7.49	7.93	3.82	4.04	1.28	1.35
36	14.73	15.59	7.66	8.11	3.90	4.13	1.31	1.39
37	15.14	16.02	7.87	8.33	4.01	4.24	1.35	1.43
38	15.62	16.52	8.12	8.59	4.14	4.38	1.39	1.47
39	16.09	17.01	8.37	8.85	4.26	4.50	1.43	1.51
40	16.69	17.64	8.68	9.17	4.42	4.67	1.49	1.57
41	17.42	18.39	9.06	9.56	4.62	4.88	1.55	1.64
42	18.27	19.27	9.50	10.02	4.84	5.11	1.63	1.72
43	19.31	20.34	10.04	10.58	5.12	5.39	1.72	1.81
44	20.47	21.53	10.64	11.19	5.42	5.70	1.82	1.91
45	21.72	22.81	11.29	11.86	5.76	6.05	1.93	2.03
46	22.48	23.60	11.69	12.27	5.96	6.26	2.00	2.10
47	23.14	24.30	12.03	12.63	6.13	6.44	2.06	2.16
48	23.70	24.89	12.32	12.94	6.28	6.60	2.11	2.22
49	24.41	25.64	12.69	13.33	6.47	6.80	2.17	2.28
50	25.29	26.57	13.15	13.82	6.70	7.04	2.25	2.36
51	26.39	27.71	13.72	14.41	6.99	7.34	2.35	2.47
52	27.71	29.08	14.41	15.12	7.34	7.70	2.47	2.59
53	29.23	30.66	15.20	15.94	7.75	8.13	2.60	2.73
54	31.07	32.56	16.16	16.93	8.23	8.62	2.77	2.90
55	33.12	34.67	17.22	18.03	8.78	9.19	2.95	3.09
56	34.70	36.32	18.04	18.88	9.20	9.63	3.09	3.23
57	36.23	37.93	18.84	19.72	9.60	10.05	3.22	3.37
58	37.77	39.55	19.64	20.57	10.01	10.48	3.36	3.52
59	39.52	41.39	20.55	21.52	10.47	10.97	3.52	3.69
60	41.60	43.56	21.63	22.65	11.02	11.54	3.70	3.87
61	44.09	46.16	22.93	24.01	11.68	12.23	3.92	4.10
62	46.93	49.11	24.40	25.53	12.44	13.02	4.18	4.37
63	50.02	52.33	26.01	27.21	13.26	13.87	4.45	4.66
64	53.22	55.67	27.67	28.94	14.10	14.75	4.74	4.96
65	56.54	59.14	29.40	30.75	14.98	15.67	5.03	5.26
66	61.44	64.21	31.95	33.39	16.28	17.01	5.47	5.72
67	66.59	69.54	34.63	36.16	17.65	18.43	5.93	6.19
68	72.03	75.20	37.46	39.11	19.09	19.93	6.41	6.69
69	78.09	81.50	40.61	42.38	20.69	21.59	6.95	7.25
70	85.08	88.76	44.24	46.15	22.55	23.53	7.57	7.90
71	93.50	N/A	48.62	N/A	24.78	N/A	8.32	N/A
72	103.23	N/A	53.68	N/A	27.36	N/A	9.19	N/A
73	113.44	N/A	58.99	N/A	30.06	N/A	10.10	N/A
74	124.46	N/A	64.72	N/A	32.98	N/A	11.08	N/A
75	136.52	N/A	70.99	N/A	36.18	N/A	12.15	N/A

If YOU are age 76 or above, please contact our customer service area at 1-877-889-2070, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Eastern time.

These rates are effective 1/1/14 and are subject to change at PRUDENTIAL's discretion. YOUR rate is based on YOUR age on the effective date of YOUR CONVERSION POLICY.

The below chart outlines the rates for a PGL POLICY for individuals age 75 and under.

PGL POLICY (For Policies \$100,000+)

Standard rates per \$1,000—A policy constant must be added to the total premium.

Please refer to the section “HOW TO CALCULATE PRUDENTIAL PREMIUMS.”

UNISEX

Issue Age	Annual		Semiannual		Quarterly		Prumatic	
	Without ADB	With ADB	Without ADB	With ADB	Without ADB	With ADB	Without ADB	With ADB
15	5.86	6.66	3.05	3.47	1.55	1.76	0.52	0.59
16	6.11	6.91	3.18	3.60	1.62	1.83	0.54	0.61
17	6.35	7.15	3.30	3.72	1.68	1.89	0.57	0.64
18	6.59	7.38	3.43	3.84	1.75	1.96	0.59	0.66
19	6.83	7.60	3.55	3.95	1.81	2.01	0.61	0.68
20	7.08	7.84	3.68	4.08	1.88	2.08	0.63	0.70
21	7.32	8.07	3.81	4.20	1.94	2.14	0.65	0.72
22	7.56	8.30	3.93	4.31	2.00	2.20	0.67	0.74
23	7.81	8.54	4.06	4.44	2.07	2.26	0.70	0.76
24	8.05	8.77	4.19	4.56	2.13	2.32	0.72	0.78
25	8.30	9.02	4.32	4.69	2.20	2.39	0.74	0.80
26	8.72	9.45	4.53	4.91	2.31	2.50	0.78	0.84
27	9.14	9.88	4.75	5.13	2.42	2.62	0.81	0.88
28	9.57	10.32	4.98	5.37	2.54	2.74	0.85	0.92
29	9.99	10.75	5.19	5.59	2.65	2.85	0.89	0.96
30	10.41	11.18	5.41	5.81	2.76	2.96	0.93	1.00
31	10.83	11.61	5.63	6.04	2.87	3.08	0.96	1.03
32	11.26	12.05	5.86	6.27	2.98	3.19	1.00	1.07
33	11.68	12.49	6.07	6.49	3.10	3.31	1.04	1.11
34	12.10	12.93	6.29	6.72	3.21	3.43	1.08	1.15
35	12.53	13.37	6.52	6.96	3.32	3.54	1.12	1.19
36	12.87	13.73	6.69	7.14	3.41	3.64	1.15	1.23
37	13.27	14.15	6.90	7.36	3.52	3.75	1.18	1.26
38	13.74	14.64	7.14	7.61	3.64	3.88	1.22	1.30
39	14.21	15.13	7.39	7.87	3.77	4.01	1.26	1.34
40	14.79	15.74	7.69	8.18	3.92	4.17	1.32	1.40
41	15.51	16.48	8.07	8.57	4.11	4.37	1.38	1.47
42	16.36	17.36	8.51	9.03	4.34	4.61	1.46	1.55
43	17.37	18.40	9.03	9.57	4.60	4.87	1.55	1.64
44	18.50	19.56	9.62	10.17	4.90	5.18	1.65	1.74
45	19.74	20.83	10.26	10.83	5.23	5.52	1.76	1.86
46	20.52	21.64	10.67	11.25	5.44	5.74	1.83	1.93
47	21.19	22.35	11.02	11.62	5.62	5.93	1.89	1.99
48	21.76	22.95	11.32	11.94	5.77	6.09	1.94	2.05
49	22.47	23.70	11.68	12.32	5.95	6.28	2.00	2.11
50	23.36	24.64	12.15	12.82	6.19	6.53	2.08	2.19
51	24.48	25.80	12.73	13.42	6.49	6.84	2.18	2.30
52	25.82	27.19	13.43	14.14	6.84	7.20	2.30	2.42
53	27.37	28.80	14.23	14.97	7.25	7.63	2.44	2.57
54	29.24	30.73	15.20	15.97	7.75	8.14	2.60	2.73
55	31.32	32.87	16.29	17.10	8.30	8.71	2.79	2.93
56	32.85	34.47	17.08	17.92	8.71	9.14	2.92	3.06
57	34.34	36.04	17.86	18.74	9.10	9.55	3.06	3.21
58	35.83	37.61	18.63	19.56	9.49	9.96	3.19	3.35
59	37.54	39.41	19.52	20.49	9.95	10.45	3.34	3.51
60	39.55	41.51	20.57	21.59	10.48	11.00	3.52	3.69
61	41.95	44.02	21.81	22.89	11.12	11.67	3.73	3.91
62	44.71	46.89	23.25	24.38	11.85	12.43	3.98	4.17
63	47.68	49.99	24.79	25.99	12.64	13.25	4.24	4.45
64	50.79	53.24	26.41	27.68	13.46	14.11	4.52	4.74
65	54.01	56.61	28.09	29.44	14.31	15.00	4.81	5.04
66	58.32	61.09	30.33	31.77	15.45	16.18	5.19	5.44
67	62.84	65.79	32.68	34.21	16.65	17.43	5.59	5.85
68	67.62	70.79	35.16	36.81	17.92	18.76	6.02	6.30
69	72.94	76.35	37.93	39.70	19.33	20.23	6.49	6.79
70	79.09	82.77	41.13	43.04	20.96	21.94	7.04	7.37
71	86.49	N/A	44.97	N/A	22.92	N/A	7.70	N/A
72	95.02	N/A	49.41	N/A	25.18	N/A	8.46	N/A
73	103.99	N/A	54.07	N/A	27.56	N/A	9.26	N/A
74	113.67	N/A	59.11	N/A	30.12	N/A	10.12	N/A
75	124.26	N/A	64.62	N/A	32.93	N/A	11.06	N/A

If YOU are age 76 or above, please contact our customer service area at 1-877-889-2070, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Eastern time.

These rates are effective 1/1/14 and are subject to change at PRUDENTIAL's discretion. YOUR rate is based on YOUR age on the effective date of YOUR CONVERSION POLICY.

Rate Calculation Sheet

Number of Units per \$1,000 _____
(E.g., \$10,000 = 10 Units)

Rate per \$1,000 _____
(Refer to rate charts based on amount of coverage being converted)

Policy constant per premium mode _____
(Refer to page 20:

- \$85.00 = annual mode
- \$45.00 = semiannual mode
- \$23.00 = quarterly mode
- \$8.00 = monthly mode (Prumatic))

Number of Units x Rate per \$1,000 + Policy Constant = Premium _____

Please note that **YOUR** rate will be based on **YOUR** age on the effective date of **YOUR CONVERSION POLICY**.

Definitions

The capitalized bold terms in this brochure shall have the following meanings:

ACCELERATED DEATH BENEFIT – A benefit under some **GROUP CONTRACTS** that allows a terminally ill insured employee with a limited life expectancy to receive a portion of the employee's group life insurance proceeds while still living. Insureds should review their specific **GROUP LIFE INSURANCE CERTIFICATES** to determine if this benefit is available to them.

CONVERSION – The right under a **GROUP CONTRACT** to obtain a **CONVERSION POLICY** without answering any health questions when coverage under the **GROUP CONTRACT** ends because of the occurrence of certain events.

CONVERSION POLICY – An individual whole life insurance policy issued to an individual who lost coverage under a **GROUP CONTRACT** without the need to provide satisfactory evidence of insurability.

COVERED CLASS – A group of individuals eligible for coverage under a **GROUP CONTRACT** as defined by the **GROUP CONTRACT HOLDER**.

EXTENDED DEATH BENEFIT – A benefit under some **GROUP CONTRACTS** that continues the group life insurance coverage without the payment of premium on an insured **TOTALLY DISABLED** employee for one year from the date that employee became **TOTALLY DISABLED**. Insureds should review their specific **GROUP LIFE INSURANCE CERTIFICATES** to determine if this benefit is available to them.

GROUP CONTRACT – The group life insurance contract issued to a **GROUP CONTRACT HOLDER**.

GROUP CONTRACT HOLDER – The entity to whom PRUDENTIAL issued a **GROUP CONTRACT**.

GROUP LIFE INSURANCE CERTIFICATE – The document that evidences coverage under the **GROUP CONTRACT**. PRUDENTIAL provides the **GROUP LIFE INSURANCE CERTIFICATE** to the **GROUP CONTRACT HOLDER** for distribution to insured employees so that such employees have evidence of their group life insurance coverage as well as providing the insured employees with information on their group coverage and their rights under the **GROUP CONTRACT**.

LIMITING AGE – The age specified in an insured’s **GROUP LIFE INSURANCE CERTIFICATE** above which the insured can no longer obtain or maintain group life insurance coverage on a child.

PGL POLICY – The type of **CONVERSION POLICY** available to individuals less than age 76.

PORTABILITY – An individual’s right under certain **GROUP CONTRACTS** to continue group life insurance coverage under the **PORTABILITY GROUP CONTRACT** when that individual is no longer eligible for coverage under the **GROUP CONTRACT**.

QUALIFIED DEPENDENT – Generally, it is an insured’s spouse or children.

SPL POLICY – The only type of **CONVERSION POLICY** available to individuals age 76 and older.

WAIVER OF PREMIUM BENEFIT – A benefit under some **GROUP CONTRACTS** that continues the group life insurance coverage without the payment of premium on an insured **TOTALLY DISABLED** employee after that employee has been continuously **TOTALLY DISABLED** for a specified period of time, usually nine months. Insureds should review their specific **GROUP LIFE INSURANCE CERTIFICATES** to determine if this benefit is available to them.

TOTALLY DISABLED or **TOTAL DISABILITY** – The term **TOTAL DISABILITY** or **TOTALLY DISABLED** generally means that:

- (1) the insured employee is unable to work at any job for wage or profit; and
- (2) Due to Sickness, Injury or both, the insured employee is unable to perform, for wage or profit, the material and substantial duties of any job for which that employee is reasonably fit by education, training, or experience.

If **YOUR GROUP LIFE INSURANCE CERTIFICATE** has an **EXTENDED DEATH BENEFIT** or **WAIVER OF PREMIUM BENEFIT**, Consult **YOUR** specific **GROUP LIFE INSURANCE CERTIFICATE** for the definition of **TOTAL DISABILITY** applicable to **YOU**.

YOU or **YOUR** – Depending upon the context, **YOU** or **YOUR** refers to either the insured employee or the person entitled to exercise a right under a **GROUP CONTRACT**.

1 Accelerated Death Benefit option is a feature that may be available to group life insurance certificate holders. It is not a health, nursing home, or long-term care insurance benefit, and it is not designed to eliminate the need for those types of insurance coverage. The death benefit is reduced by the amount of the accelerated death benefit paid. There is no administrative fee to accelerate benefits. Receipt of accelerated death benefits may affect eligibility for public assistance and may be taxable. The federal income tax treatment of payments made under this rider depends upon whether the insured is the recipient of the benefits and is considered “terminally ill” or “chronically ill.” **YOU** may wish to seek professional tax advice before exercising this option.

Group Insurance coverages are issued by The Prudential Insurance Company of America, a Prudential Financial company, Newark, NJ. The Booklet-Certificate contains all details, including any policy exclusions, limitations, and restrictions, which may apply. Contract Series: 83500

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