

Time Warner Inc.

Adult Child Coverage

Universal Life Coverage

Prudential  Financial

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Group Insurance Certificate

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

Insured Person: You are eligible to become insured under the Group Contract if you meet the requirements in the Certificate's Who Is Eligible section.

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

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

Coverage and Amounts: The Universal Life Coverage and the amounts of insurance are described in the Certificate.

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

Table of Contents

SCHEDULE OF BENEFITS	3
Covered Classes	3
Program Date	3
You Should Know	3
Universal Life Coverage	3
Other Information	4
TABLE OF MAXIMUM RATES	5
TABLE OF CORRIDOR PERCENTAGES	6
WHO IS ELIGIBLE TO BECOME INSURED	7
WHEN YOU BECOME INSURED	7
DELAY OF EFFECTIVE DATE	8
UNIVERSAL LIFE COVERAGE	9
GENERAL INFORMATION	15
Beneficiary Rules; Mode of Settlement Rules; Incontestability of Insurance	15
Limits on Assignments; Age Adjustment; Definitions	17
WHEN INSURANCE ENDS	19

Schedule of Benefits

Covered Classes: All full-time Employees of an Included Employer who are eligible for the company-paid Basic Life Insurance coverage and who are on a U.S. payroll.

Program Date: January 1, 2004. This Certificate describes the benefits under the Group Program as of the Program Date.

You should know...

- To receive the tax treatment accorded life insurance under federal law, the Universal Life Coverage must meet the definition of life insurance as provided in the Internal Revenue Code, or any successor law. To make sure it qualifies, Prudential reserves the rights: (a) to refuse contributions, in whole or in part; to refuse to make changes to the Coverage; and to decline to make partial withdrawals that could cause it to fail to meet the definition of life insurance; (b) to make distributions to you from your fund; or increase your Death Benefit to the extent needed to qualify the Universal Life Coverage as life insurance; and (c) to make changes to the Group Contract or Certificates, or both, or to take any action to the extent needed to qualify the Universal Life Coverage as life insurance.
- The Universal Life Coverage in this Certificate is insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.

Universal Life Coverage

FOR YOU ONLY

Face Amount of Insurance: An amount of Insurance equal to the Option shown below, elected by you, as reported to Prudential by the Administrator:

Option	Face Amount of Insurance
Option 1	\$ 5,000.
Option 2	\$10,000.
Option 3	\$15,000.
Option 4	\$20,000.
Option 5	\$25,000.

Changing your Option: If you are enrolled for any Option above, you may have your Face Amount of Insurance determined, instead, under another Option. Your Face Amount of Insurance will be determined under such other Option when all of the conditions below are met.

- (1) You have requested through the Administrator such other Option on a form approved by Prudential.
- (2) If the Option you request would result in your becoming insured for a higher Face Amount of Insurance than that for which you are currently enrolled:

- (a) You must give evidence of insurability to Prudential; and
- (b) Prudential must decide the evidence is satisfactory.

OTHER INFORMATION

Contract Holder: WILMINGTON TRUST COMPANY OF WILMINGTON, DELAWARE, AS TRUSTEE OF THE UNIVERSAL LIFE INSURANCE TRUST FOR THE EMPLOYEES OF TIME WARNER INC.

Included Employers under the Group Contract are Time Warner Inc. and its Associated Companies, if any.

Associated Companies are employers who are the subsidiaries or affiliates of Time Warner Inc., and are reported to Prudential in writing.

Group Contract No.: UG-23883-DE

Cost of the Insurance: The insurance in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.

Assignments: Gift assignments and viatical assignments are allowed.

Administrator: Certain functions of the Contract Holder and of Prudential under the Group Contract are performed by Marsh @WorkSolutions, a service of Seabury & Smith, in its role as Administrator, pursuant to the terms of separate agreements between the Contract Holder and Marsh @WorkSolutions, and between Prudential and Marsh @WorkSolutions.

Administrator's Address:

Marsh @WorkSolutions
1776 West Lakes Parkway
West Des Moines, Iowa 50398
(515) 243-1900

Prudential's Address:

The Prudential Insurance Company of America
290 West Mount Pleasant Avenue
Livingston, New Jersey 07039
1-800-524-0542

WHEN YOU HAVE A CLAIM

Each time a claim is made, it should be made without delay. Use a claim form and follow the instructions on the form. If you do not have a claim form, contact your Employer or Prudential.

Table of Maximum Rates

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

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

Attained Age	COI/1,000	Attained Age	COI/1,000	Attained Age	COI/1,000
0	\$0.329	34	\$0.257	67	\$3.974
1	\$0.129	35	\$0.272	68	\$4.332
2	\$0.123	36	\$0.290	69	\$4.726
3	\$0.121	37	\$0.311	70	\$5.171
4	\$0.116	38	\$0.336	71	\$5.678
5	\$0.110	39	\$0.363	72	\$6.261
6	\$0.104	40	\$0.394	73	\$6.917
7	\$0.098	41	\$0.428	74	\$7.638
8	\$0.094	42	\$0.464	75	\$8.407
9	\$0.092	43	\$0.504	76	\$9.213
10	\$0.094	44	\$0.546	77	\$10.047
11	\$0.101	45	\$0.592	78	\$10.915
12	\$0.115	46	\$0.640	79	\$11.845
13	\$0.134	47	\$0.691	80	\$12.867
14	\$0.155	48	\$0.747	81	\$14.011
15	\$0.177	49	\$0.807	82	\$15.302
16	\$0.199	50	\$0.875	83	\$16.731
17	\$0.216	51	\$0.954	84	\$18.265
18	\$0.227	52	\$1.042	85	\$19.872
19	\$0.235	53	\$1.142	86	\$21.526
20	\$0.238	54	\$1.252	87	\$23.217
21	\$0.238	55	\$1.370	88	\$24.941
22	\$0.234	56	\$1.497	89	\$26.712
23	\$0.230	57	\$1.630	90	\$28.553
24	\$0.224	58	\$1.772	91	\$30.513
25	\$0.219	59	\$1.928	92	\$32.678
26	\$0.215	60	\$2.101	93	\$35.266
27	\$0.213	61	\$2.295	94	\$38.747
28	\$0.213	62	\$2.514	95	\$43.983
29	\$0.215	63	\$2.761	96	\$52.624
30	\$0.219	64	\$3.033	97	\$67.625
31	\$0.226	65	\$3.327	98	\$83.333
32	\$0.234	66	\$3.641	99	\$83.333
33	\$0.244				

TABLE OF CORRIDOR PERCENTAGES

(For Determining a Person's Insurance Amount)

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

Who Is Eligible To Become Insured

You are eligible for Universal Life Coverage if:

- You reached the age limit in the definition of Qualified Dependent while insured as a Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage of the Group Contract; and
- You have not obtained an individual life insurance contract by the conversion of the Additional Provisions for Dependents Term Life Coverage of the Group Contract; and
- You are not covered as an Employee of an Employer, or are not the spouse of an Employee of an Employer, under the Universal Life Coverage of the Group Contract.

The rules for obtaining Universal Life Coverage are in the When You Become Insured section.

When You Become Insured

You may only become insured under the Universal Life Coverage by enrolling within 60 days after the Additional Provisions for Dependents Term Life Coverage for you ends. Your Universal Life Coverage will begin on the first day of the month which coincides with or next follows the date on which all of these requirements are met:

- You are eligible for the Universal Life Coverage; and
- That Coverage is part of the Group Contract; and
- You have met any evidence requirement; and

When evidence is required: In any of these situations, you must give evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

- (1) You are enrolling for Insurance and have an individual life insurance contract which you obtained by converting your insurance under a coverage of the Group Contract.
- (2) You enroll for Insurance after any insurance under the Group Contract ends because a required contribution was not paid by or for you.
- (3) You have not met a previous evidence requirement to become insured under any Prudential group contract as a dependent or an Employee.
- (4) You apply to reinstate your Insurance under the Universal Life Coverage.

Delay of Effective Date

You may be confined for medical care or treatment, at home or elsewhere.

If you are so confined on the day any change in your Insurance under the Universal Life Coverage would take effect, it will not then take effect. The change will take effect upon your final medical release from all such confinement.

The other requirements for the insurance or change must also be met.

Universal Life Coverage

FOR YOU ONLY

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

A. DEATH BENEFIT.

If a person dies:

- (a) while a Covered Person under this Coverage; or
- (b) during the conversion period after all or part of the person's Insurance under this Coverage ends;

a death benefit is payable when Prudential receives written proof of death. Unless the person's fund has been used to buy paid-up insurance, the amount of the death benefit on any date is the Insurance Amount less any outstanding loan and loan interest. The Insurance Amount is the greater of:

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

If the person's fund has been used to buy paid-up insurance, the amount of the death benefit is the amount of the paid-up insurance in force on the date of the person's death. When the Insurance has ended, the amount of the death benefit payable includes any amount available under the provisions of Section F of this Coverage. But the balance and interest for any loan on the person's fund, due at the person's death, will be deducted from the death benefit to be paid.

GRP 98737

B. FACE AMOUNT OF INSURANCE.

A person's Face Amount of Insurance under the Universal Life Coverage is determined as provided in the Schedule of Benefits.

C. CONTRIBUTIONS

All contributions made by or for a person under the Universal Life Coverage are credited to the person's fund. A person's minimum contribution each month is the Monthly Deduction. In addition, Prudential will accept contributions in excess of Monthly Deductions and lump sum contributions, subject to a Maximum Monthly Contribution, as described below.

Monthly Deductions: Each month, Prudential will make a Monthly Deduction from a person's fund. A Monthly Deduction is equal to the sum of (1), (2) and (3) below:

- (1) The amount required to provide the person's Face Amount of Insurance part of the Universal Life Coverage. But, if the amount of a person's Death Benefit under Section A above is not determined as the sum of the face amount of insurance plus fund, this item (1) is the amount required to provide the portion of the person's death benefit equal to the Insurance Amount minus the fund. In no event will this amount be higher than 150% of the applicable amount under the 1980 Commissioners Standard Ordinary Mortality Table (Male, age last birthday).
- (2) The amount required to provide any of the additional provisions that may be a part of the Universal Life Coverage.

Contributions in Excess of Monthly Deduction: Each month, contributions may be made in an amount in excess of the Monthly Deduction. The balance of such a contribution will remain in the person's fund, subject to the other provisions of the Universal Life Coverage.

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

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

Each such contribution will remain in the person's fund, subject to the other provisions of the Universal Life Coverage.

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

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

Default: A person's Universal Life Coverage is in default if, on the date a Monthly Deduction from the person's fund is due, the amount of the person's fund, less any outstanding loan and loan interest, is less than the amount of the Monthly Deduction.

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

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

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

- (1) The Group Contract has not ended.
- (2) The person's fund must not have been used to buy paid-up insurance.
- (3) The person must request reinstatement within three years from the end of the grace period.
- (4) The person has given evidence of the person's insurability that satisfies Prudential.
- (5) The person pays the amount, if any, needed to bring the person's fund up to zero as of the date the person's Universal Life Coverage went into default.
- (6) The person pays the Monthly Deductions through the end of the grace period.
- (7) The person pays an amount which is sufficient to keep the person's Universal Life Coverage in force for at least two months after the date of reinstatement.

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

D. THE FUND.

At any time the amount of your fund is the net amount of:

- (1) your contributions under the Universal Life Coverage received by Prudential; plus
- (2) interest; minus
- (3) Monthly Deductions; minus
- (4) any fund charges; minus
- (5) any amounts which have been withdrawn.

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

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

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

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

Loans: You may borrow that part of your fund equal to (1) minus (2):

- (1) 90% of the amount of your fund.
- (2) one month's Monthly Deduction.

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

Interest on a loan balance will be charged daily at a yearly rate not to exceed 1.5% plus the rate that interest is credited to the fund. Interest is due: when the loan or part of it is paid back; and when the loan becomes due and payable. Interest not paid when due is added to the loan balance.

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

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

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

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

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

Before paid-up insurance under the Universal Life Coverage is provided by using your fund, any loan will first be cancelled by deducting an amount from your fund, as described in Section E below.

E. PAID-UP INSURANCE.

Paid-up insurance may be provided under the Universal Life Coverage by using a person's fund to pay the net single premium for that insurance when the person's Face Amount of Insurance under the Universal Life Coverage ends. But, if paid-up insurance is so provided your face amount will be reduced to zero, all other benefits under the Universal Life Coverage will end.

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

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

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

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

All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the person's attained age for the amount of insurance, using the same basis which determined that amount, less a fee set by Prudential. The fee will not exceed \$50. Prudential may defer a surrender for not more than six months.

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

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

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

F. CONVERSION PRIVILEGE.

If a person's Face Amount of Insurance under the Universal Life Coverage ends for the reason stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reason is all Face Amounts of Insurance that apply to the person under the Group Contract for your class ends by amendment or otherwise. But, on the date it ends the person must have been insured for five years for that insurance (or for that insurance and any other Prudential rider or group contract replaced by that insurance).

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

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

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

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

Amount: Not more than:

- (1) the total amount of the person's insurance under this Universal Life Coverage (Face Amount of Insurance plus fund) just before the Face Amount of Insurance ends; minus
- (2) the amount of the person's fund needed to cancel any loan due; minus
- (3) the amount of the person's paid-up insurance under the Universal Life Coverage purchased by using the person's fund just after the Face Amount of Insurance ends.

If the Face Amount of Insurance ends because all Face Amounts of Insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all life insurance then ending for you under the Group Contract will not exceed the lesser of the following:

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

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

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

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

Form: Any form of a life insurance contract that:

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

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

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

Effective Date: The end of the 31 day period after which the person ceases to be insured for the Face Amount of Insurance.

G. REPORTS.

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

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

General Information

BENEFICIARY RULES

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

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

You have the right to choose a Beneficiary. If there is a Beneficiary for the insurance, it is payable to that Beneficiary.

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

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

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

MODE OF SETTLEMENT RULES

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

“Mode of Settlement” means payment other than in one sum.

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

Arrangement for Mode of Settlement: You may arrange a Mode of Settlement by proper written request to Prudential. If, at your death, no Mode of Settlement has been arranged for an amount of life insurance, the Beneficiary and Prudential may mutually agree on a Mode of Settlement for that amount.

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

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

Information about Modes of Settlement is available from Prudential.

INCONTESTABILITY OF INSURANCE

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

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

LIMITS ON ASSIGNMENTS

You may assign your insurance under the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage. Unless the Schedule of Benefits states otherwise, any rights, benefits or privileges that you have may be assigned only as a gift assignment. This includes any right to choose a Beneficiary or to convert to another contract of insurance. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Employer.

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

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

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

AGE ADJUSTMENT

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

DEFINITIONS

Coverage: A part of the Certificate consisting of:

- (1) A benefit page labeled as a Coverage in its title.
- (2) Any page or pages that continue the same kind of benefits.
- (3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.

Covered Person under the Universal Life Coverage: The adult child of an Employee or Employee's spouse who is eligible for Insurance under that Coverage.

Dependents Insurance: Insurance on the person of a dependent.

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

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

Employee Insurance: Insurance on the person of an Employee.

The Employer: Collectively, all employers under the Group Contract.

Included Employer(s): Time Warner Inc. and its Associated Companies, if any. An Included Employer must:

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

Injury: Injury to the body of a Covered Person.

Prudential: The Prudential Insurance Company of America.

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

You: An adult child of an Employee or of an Employee's spouse.

When Insurance Ends

YOUR INSURANCE

Your Insurance under the Universal Life Coverage will end on the first of these to occur:

- (1) The Group Contract ends. But the Group Contract will not end as long as at least one Covered Person is covered under the Continued Coverage provision.
- (2) You fail to pay, when due any contribution that is required to keep your insurance in force. If your insurance is in default, you fail to pay the Monthly Deduction required to provide your Universal Life Coverage during the grace period.

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

Attainment of Age 100: When you attain age 100, your death benefit will be equal to the fund, less any loan and any interest due on the loan and any past due monthly charges. The face amount of insurance ends, the Monthly Deduction will no longer be required and Prudential will no longer accept contributions.

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