Time Warner Inc.

Spouse / Domestic Partner 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 for Dependent Term Life Coverage 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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of 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 for Dependent Term Life Coverage 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.

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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.

- The Universal Life Coverage in this Certificate, including any of the additional provisions for Dependents Term Life Coverage that may be a part of the Universal Life Coverage, 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.

- 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.

Universal Life Coverage

FOR YOUR DEPENDENT SPOUSE / DOMESTIC PARTNER

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	1 times your annual Earnings*
Option 2	2 times your annual Earnings*
Option 3	3 times your annual Earnings*
Option 4	4 times your annual Earnings*
Option 5	5 times your annual Earnings*
Option 6	6 times your annual Earnings*
Option 7	7 times your annual Earnings*
Option 8	8 times your annual Earnings*
Option 9	9 times your annual Earnings*
Option 10	10 times your annual Earnings*

The Definitions section explains what “Earnings” means.

* If the amount of your annual Earnings is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000.

**In no event will your Face Amount of Insurance exceed the lesser of either 10 times your annual Earnings or $7,500,000.

Changing your Option: If you are enrolled for any Option above, you may have the Face Amount of Insurance for your spouse/domestic partner 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 is 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; and

(c) You must meet the Active Work Requirement.

*If you experience a Life Event, you may increase your Face Amount of Insurance by 1 times your annual Earnings (but not beyond the Non-medical Limit, below) without providing evidence of insurability. The Definitions section explains what “Life Event” means.

Non-medical Limit on Your Face Amount of Insurance for your Spouse/Domestic Partner: If the Face Amount of Insurance for your spouse/domestic partner for your Class and your spouse/domestic partner’s age at any time is more than the Non-medical Limit, you must give evidence of insurability for your spouse/domestic partner satisfactory to Prudential before the part over the Limit can become effective. This requirement applies: when you first become insured with respect to your spouse/domestic partner; when your Class changes; or if the Face Amount of Insurance for your spouse/domestic partner for your Class is changed by an amendment to the Group Contract.

Non-medical Limit: An amount equal to the lesser of 100% of your annual Earnings and $25,000.

The Delay of Effective Date section does not apply to this provision.

Effect of Option to Accelerate Death Benefits Under Universal Life Coverage: Your spouse/domestic partner’s Face Amount of Insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Certain Death Benefits Under Universal Life Coverage.

Additional Provisions for Dependents Term Life Coverage

FOR YOUR DEPENDENT CHILDREN

Amount of Insurance per child:

Option 1 .... $5,000.

Option 2 .... $10,000.

Option 3 .... $15,000.

Option 4............$20,000.

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 the Administrator 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

FOR DEPENDENTS INSURANCE

You are eligible for Dependents Insurance while:

- You are a full-time Employee of the Included Employer; and
- You are in a Covered Class; and
- You are less than age 100; and
- You have a Qualified Dependent.

You are full-time if you are regularly working for the Included Employer at least the number of hours in the Included Employer's normal full-time work week for your class, but not less than 30 hours per week. If you are a partner or proprietor of the Included Employer, that work must be in the conduct of the Included Employer's business.

Your class is determined by the Included Employer. This will be done under its rules, on dates it sets. The Included Employer may not discriminate among persons in like situations. You cannot belong to more than one class for insurance under the Universal Life Coverage, including any of the additional provisions for Dependents Term Life Coverage that may be a part of the Universal Life Coverage. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available.

This applies if you are an Employee of more than one subsidiary or affiliate of the Included Employer under the Group Contract: For the insurance, you will be considered an Employee of only one of those subsidiaries or affiliates. Your service with the others will be treated as service with that one.

Qualified Dependents:

- For the Universal Life Coverage, including any of the additional provisions that may be a part of the Coverage (other than the Additional Provisions for Dependents Term Life Coverage), your spouse/domestic partner who is less than age 100. But if your spouse/domestic partner is over age 74, your spouse/domestic partner is not eligible unless he or she has met all of the requirements to become insured under the When You Become Insured section, below, prior to attainment of age 75. For the purposes of this booklet, a Domestic Partner will be considered a spouse/domestic partner.

  Domestic Partners, as determined by the Employer, means two adults of the same sex who have chosen to share their lives in an intimate and committed relationship, reside together, and share a mutual obligation of support for the basic necessities of life. This relationship reflects the same level of commitment as a marriage, even though the couple is prevented by law from marrying.

  You must attest that you and your Domestic Partner are:

  (1) residing together and intend to do so indefinitely as Domestic Partners;

  (2) financially interdependent;

  (3) above the minimum age of consent for a legal marriage in the state in which you reside;

(4) not related by blood to a degree of closeness that would prohibit legal marriage;

(5) not married to anyone else.

Immediate notification of termination of a Domestic Partner relationship is required.

- For the Additional Provisions for Dependents Term Life Coverage, your unmarried children less than 21 years old. But, the age 21 limit does not apply to a child who:

  (1) wholly depends on you for support and maintenance;

  (2) is enrolled as a full-time student in a school; and

  (3) is less than age the Student Age Limit.

  Student Age Limit: 26.

- Your children include your legally adopted children and each of your stepchildren, domestic partner's children and foster children who depends on you for support and maintenance.

Exception: Your spouse/domestic partner or your child is not a Qualified Dependent while:

(1) on active duty in the armed forces of any country; or

(2) insured for Employee Insurance under the Group Contract.

A child will not be considered the Qualified Dependent of more than one Employee. If this would otherwise be the case, the child will be considered the Qualified Dependent of the Employee named in a written agreement of all such Employees filed with the Administrator. If there is no written agreement, the child will be considered the Qualified Dependent of:

(1) the Employee who became insured under the Group Contract with respect to the child, while the child was a Qualified Dependent of only that Employee; and otherwise

(2) the Employee who has the longest continuous service with the Included Employer, based on the Included Employer's records.

A Qualified Dependent child will be considered the dependent of either the Employee or the Employee's Qualified Dependent spouse/domestic partner, but not the dependent of both.

The rules for obtaining Dependents Insurance are in the When You Become Insured Section.

When You Become Insured

FOR DEPENDENTS INSURANCE

Your Dependents Insurance under the Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage, for a person will begin on the first day of the month which coincides with or next follows the date on which the person is a Qualified Dependent and you meet all of these requirements:

- The person is your Qualified Dependent; and

- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for that Qualified Dependent; and
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date Section; and
- Dependents Insurance under that Coverage is part of the Group Contract; and
- You have enrolled on a form approved by Prudential and agreed to pay the required contributions.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated.

When evidence is required: In any of these situations, you must give evidence of insurability for a Qualified Dependent. For each Qualified Dependent, this requirement will be met when Prudential decides the evidence is satisfactory.

(1) You enroll for Dependents Insurance under the Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage, more than 60 days after you are first eligible for Dependents Insurance. The requirement will apply to each Qualified Dependent you have when you enroll.

(2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution. The evidence requirement will apply to each Qualified Dependent you have when you enroll.

(3) You apply to reinstate the Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage, for your Qualified Dependents.

(4) The Qualified Dependent is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Included Employer.

While you are insured for Dependents Insurance under the Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage, the evidence requirement will not apply to a new dependent.

Delay of Effective Date

FOR DEPENDENTS INSURANCE

If a Qualified Dependent is confined for medical care or treatment, at home or elsewhere, on the day your Dependents Insurance under the Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage, for that Qualified Dependent or any change in that insurance that is subject to this section, would take effect, it will not take effect until the Qualified Dependent's final medical release from such confinement. The other requirements for the insurance or change must also be met.

Newborn Child Exception for the Additional Provisions for Dependents Term Life Coverage: This section does not apply to a child of yours if the child is born to you, and either:

(1) is your first Qualified Dependent; or

(2) becomes a Qualified Dependent while you are insured for Dependents Insurance under the Additional Provisions for Dependents Term Life Coverage for any other Qualified Dependent.

Also, this section does not apply to any age increase in the amount of insurance for a child under the Additional Provisions for Dependents Term Life Coverage.

Universal Life Coverage

FOR YOUR SPOUSE/DOMESTIC PARTNER 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.

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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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of 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 for Dependent Term Life Coverage 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 spouse/domestic partner’s 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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the 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 for Dependent Term Life Coverage 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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the 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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the 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) You 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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage, went into default.

(6) You pay the Monthly Deductions through the end of the grace period.

(7) You pay an amount which is sufficient to keep the person’s Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the 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 for your spouse/domestic partner is the net amount of:

(1) your contributions under the Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage that may be a part of 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 for your spouse/domestic partner, upon written request. But you may not withdraw that part of the 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 for your spouse/domestic partner 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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the 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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the 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 and all other benefits under the Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage that may be a part of 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.

Option to Accelerate Payment of Certain Death Benefits Under Universal Life Coverage

FOR YOUR SPOUSE / DOMESTIC PARTNER ONLY

These provisions change the Universal Life Coverage (called Coverage below) to provide an option to accelerate payment of portions of your Qualified Dependent spouse/domestic partner's Face Amount of Insurance and fund parts of the death benefit.

You should know that election of this option may affect other benefits or entitlements for which a person may be eligible. It may also affect a person's income tax liability. Read these notes carefully:

(1) If you elect this option, the amount of the person's Universal Life Coverage is reduced by the Terminal Illness Proceeds described below.

(2) Any payment made under this option may be taxable. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have.

(3) If you elect this option, eligibility for Medicaid or other government programs may be affected. You are advised to seek the help of a professional legal advisor for assistance with any questions that you may have.

As used here:

"Face Amount" means a person's Face Amount of Insurance under the Coverage on the day Prudential receives proof that the person is Terminally Ill.

"Fund Amount" means the amount of a person's fund part of the Coverage on the day Prudential receives proof that the person is Terminally Ill.

"Terminally Ill" means having a life expectancy that is 6 months or less.

"Terminal Illness Proceeds" means the amount of the Universal Life Death Benefit placed under this option for a person.

Terminal Illness Proceeds: The Terminal Illness Proceeds are equal to:

- a portion of a person's Face Amount, as determined under (1) below; plus
- a portion of a person's Fund Amount, as determined under (2) below.

(1) You must elect the portion of the person's Face Amount that the person wants to place under this option. You may elect up to 50% of the person's Face Amount, but not more than $200,000.

Based on a person's election, Prudential will determine the Accelerated Payment Factor. The Accelerated Payment Factor is equal to:

(a) the portion of the person's Face Amount that is placed under this option; over

(b) the person's total Face Amount.

(2) The portion of a person's Fund Amount that will be placed under this option is equal to:

(a) the person's total Fund Amount times the Accelerated Payment Factor; minus

(b) any outstanding loan balance, plus any interest due on the loan, times the Accelerated Payment Factor.

Changes Made in the Coverage: If a person is Terminally Ill while a Covered Person under the Coverage, you may elect to have the person's Terminal Illness Proceeds placed under this option. That election is subject to the "Conditions" set forth below. The Face Amount of Insurance and fund parts under the Coverage are affected as described in the "Effect on Coverage" section. Contributions are affected as described in the "Effect on Contributions" section.

Conditions: Your right to be paid under this option is subject to these terms:

(1) You may elect this option only once during the time the person is a Covered Person.

(2) You must choose this option in writing in a form that satisfies Prudential.

(3) You must furnish proof that satisfies Prudential that the person's life expectancy is 6 months or less, including a certification by a Doctor.

(4) The person's Universal Life Coverage must not be assigned.

(5) Terminal Illness Proceeds will be made available to a person on a voluntary basis only. Therefore, the person is not eligible for this option if:

(a) law requires using this option to meet the claims of creditors, whether in bankruptcy or otherwise; or

(b) a government agency requires using this option in order to apply for, get or keep a government benefit or entitlement.

(6) Once you elect this option, you may no longer:

(a) increase the person's Face Amount of Insurance under the Coverage;

(b) make a lump sum contribution to the person's fund, except for the required Monthly Deduction; or

(c) increase the amount of contributions to the person's fund, except to the extent an increase is needed to reflect an increase in the Monthly Deduction.

Effect on Coverage: When you elect this option, the total amount of Universal Life Coverage otherwise payable on the person's death will be reduced by the Terminal Illness Proceeds. Also, any amount a person could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds.

Prudential reserves the right to make a distribution from a person's Fund Amount when benefits under this option are paid. Any such distribution will be made only to the extent needed to continue to qualify the Universal Life Coverage as life insurance under the Internal Revenue Code.

Effect on Contributions: The amount of the contribution for a person will be adjusted based on the amount of the person's Universal Life Coverage remaining in force.

Method of Payment: If you elect this option, Prudential will pay the Terminal Illness Proceeds to you in one sum when it receives proof that the person is Terminally Ill. When Prudential pays an accelerated death benefit under this option, Prudential will send the person a statement that shows the effect of the payment on the person's amount of Coverage and on the contribution for the person's Coverage.

Additional Provisions for Dependents Term Life Coverage

FOR YOUR DEPENDENT CHILDREN ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent child dies while a Covered Person, the amount of insurance on that child under the Dependents Term Life Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING A CONVERSION PERIOD.

A death benefit is payable under this Section B if a dependent child dies:

(1) within 31 days after ceasing to be a Covered Person; and

(2) while entitled (under Section C) to a conversion of the insurance under the Dependents Term Life Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE.

This privilege applies if you cease to be insured for the Dependents Term Life Coverage of the Group Contract with respect to a dependent child. That child may have your insurance on the child under the Dependents Term Life Coverage, which then ends, converted to an individual life insurance contract. Evidence of insurability is not required. However, conversion is not available if the insurance ends for one of these reasons:

(1) You fail to make any required contribution for insurance under the Group Contract.

(2) All Dependents Term Life Coverage of the Group Contract for the Employee's class ends by amendment or otherwise. This (2) does not apply if, on the date it ends, you have been insured with respect to the dependent child for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

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

Availability: The individual contract must be applied for and the first premium must be paid by the later of:

(1) the thirty-first day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent child; and

(2) the fifteenth day after you have been given written notice of the conversion privilege. But, in no event may the insurance be converted to an individual contract if it is not applied for and the first premium paid prior to the ninety-second day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent child.

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

Amount: Not more than the amount of Dependents Term Life Coverage on the dependent child ending under the Dependents Term Life Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for the Employee's class ends, the total amount of individual insurance which may be obtained in place of all the Dependents Term Life Coverage on the dependent child then ending under the Group Contract will not exceed the total amount of all your Dependents Term Life Coverage on the dependent child then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible with respect to the dependent child within the next 31 days.

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 (except for New York residents) 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 dependent child's class of risk and age at the time.

Effective Date: The end of the 31-day period after you cease to be insured for Dependents Term Life Coverage with respect to the dependent child.

Any death benefit provided under a section of the Dependents Term Life Coverage is payable to you. If you are not living at the death of a dependent child, the death benefit is payable to the dependent child's estate, or, at Prudential's option, to any one or more of these surviving relatives of the dependent child: wife; husband; mother; father; children; brothers; sisters.

General Information

BENEFICIARY RULES

The rules in this section apply to insurance payable on account of your spouse/domestic partner's death, when the Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage 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 that $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 for Dependent Term Life Coverage 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 spouse/domestic partner's 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 spouse/domestic partner's lifetime; or, if later, two years during your spouse/domestic partner's lifetime from the date your spouse/domestic partner's insurance was reinstated.

  (b) with respect to an increase in your spouse/domestic partner's Face Amount of Insurance, it will not be used to contest the validity of the increase in the insurance which has been in force, before the contest, for at least two years during your spouse/domestic partner's lifetime.

LIMITS ON ASSIGNMENTS

You may assign your insurance under the Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage 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 Administrator.

This paragraph applies only to insurance for which you have the right to name a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of the Covered Person's death, and at the Covered Person's death there is no Beneficiary chosen by the assignee, it will 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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of that 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

Active Work Requirement: A requirement that an Employee be actively at work at the Employer's place of business, or at any other place that the Employer's business requires the Employee to go.

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, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage:

(1) The spouse/domestic partner of an Employee who is eligible for Insurance under that Coverage.

(2) A Qualified Dependent child for whom the spouse/domestic partner of an Employee is insured for the Additional Provisions for Dependents Term Life 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.

Earnings: This is the gross amount of base salary paid to an Employee by the Employer in cash for performing the duties required of the Employee's job. Bonuses, commissions, overtime pay, Earnings for more than 40 hours per week, and all other benefits may be included for Employees of certain Employers, but not included for others. You must check with your Employer to determine if those Earnings are included for you. For the purposes of this booklet, Earnings will be determined each January 1, April 1, July 1, and October 1.

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.

Life Event: Your marriage, establishment of a Domestic Partner relationship, divorce, or the birth, adoption, or acquisition of a child, including the children of a Domestic Partner, who depends on you for support and maintenance, the purchase of a new home.

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 Employee.

When Insurance Ends

DEPENDENTS INSURANCE

Your Dependents Insurance under the Universal Life Coverage and any of the additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage under the Group Contract will end on the first of these to occur:

(1) The date the Group Contract ends.

(2) The date the your Employer ceases to be an Included Employer.

(3) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance because your employment ends (see below) or for any other reason.

(4) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance.

(5) The last day of the month in which Prudential receives notice of your death, your divorce, or termination of a Domestic Partner relationship.

(6) The last day of the month in which you fail to pay, when due, any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Deduction required to provide the person's Universal Life Coverage during the grace period. But failure to contribute for Dependents Insurance for a Qualified Dependent child under the Additional Provisions for Dependents Term Life Coverage will not cause your spouse/domestic partner's Insurance to end.

Dependents Insurance for a Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage will end on December 31 of the year in which that dependent ceases to be a Qualified Dependent for those additional provisions.

Continued Coverage for an Incapacitated Child: This applies only to the Dependents Insurance you have for a child. The insurance for the child will not end on the date the age limit in the definition of Qualified Dependent is reached if both of these are true:

(1) The child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 31 days.

(2) The child otherwise meets the definition of Qualified Dependent.

If these conditions are met, the age limit will not cause the child to stop being a Qualified Dependent under that Coverage. This will apply as long as the child remains so incapacitated.

Paid-up Insurance: If the fund for your spouse/domestic partner 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.

End of Employment: For insurance purposes, your employment will end when you are no longer a full-time salaried Employee actively at work for the Employer. But, the Employer may consider you as still employed in the Covered Classes during certain types of absences from full-time work. The Employer decides which Employees with those types of absences are to be considered employed, and for how long. In doing so, the Employer must not discriminate among persons in like situations.

For the purpose of your life insurance under the Group Contract, your employment in the covered Classes will not be considered to end while you: (1) are absent from work for the Employer on account of your disability; and (2) have been so absent for less than six months; and (3) are not working at any other job for wage or profit.

If you stop active full-time work for any reason, you should contact the Employer at once to see what arrangements, if any, have been made to continue your insurance during such absences.

Continued Coverage: If your Universal Life Coverage and any of the Additional Provisions for Dependents Term Life Coverage made a part of the Universal Life Coverage would, but for these provisions, end because of (1), (2), (3), (4) or (5) above, your Universal Life Coverage and any of the Additional Provisions for Dependents Term Life Coverage made a part of the Universal Life Coverage will be continued beyond the date it would have ended above. But, this will not apply if your Universal Life Coverage under the Group Contract ends and, within 31 days, you become eligible through your employer for group life insurance coverage, issued by Prudential or another carrier, that provides for the accumulation of cash value.

Rules: The Universal Life Coverage and any additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage will be continued, subject to the following rules.

Effective Date: The effective date is the first day of the month after Prudential receives notice that your Universal Life Coverage, including any of the additional provisions for Dependent Term Life Coverage that may be a part of the Universal Life Coverage, under the Group Contract would have ended.

Contributions: The amount of the contributions required to keep the insurance in force will be different than the amount you have been contributing. Contributions will be payable directly to Prudential.

Increases in Face Amount of Insurance: You may request an increase in the Face Amount of Insurance under Continued Coverage at any time. But if your Universal Life Coverage would have ended because the Group Contract ended, your Face Amount of Insurance will be limited to $1,000,000.

End of Continued Coverage: Insurance under the Universal Life Coverage and any of the Additional Provisions for Dependents Term Life Coverage that may be a part of the Universal Life Coverage will when the first of these occurs:

(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 section.

(2) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Deduction required to provide the person's Universal Life Coverage during the grace period. But failure to pay for Dependents Insurance will not cause your spouse/domestic partner's Insurance to end..

Your Dependents Insurance for a Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage will end on the last day of the month in which that dependent ceases to be a Qualified Dependent for those provisions.

Continued Coverage under the Group Contract for a Child Who Reaches the Age Limit: Your child has the right to enroll for Universal Life Coverage under the Group Contract if the child:

(1) reaches the age limit in the definition of Qualified Dependent while insured as your Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage of the Group Contract; and

(2) has not converted your insurance on that child under the Additional Provisions for Dependents Term Life Coverage of the Group Contract to an individual life insurance contract; and

(3) is not covered as an Employee of the Included Employer, or is not the spouse/domestic partner of an Employee of the Included Employer, under the Universal Life Coverage of the Group Contract.

For the purpose of the Group Contract, a child who has this right is called an Adult Child.

Any such right is subject to the following rules.

Rules: These rules apply.

Availability: The Adult Child must enroll for the Universal Life Coverage on a form approved by Prudential and pay the first premium within 31 days after the Additional Provisions for Dependents Term Life Coverage for that child ends. Evidence of insurability will not be required.

Face Amount of Insurance: The Adult Child will be covered for a Face Amount of Insurance equal to any whole multiple of $5,000, up to $25,000.

Contributions: Contributions will be payable directly to Prudential.

Certificate: Prudential will issue a Certificate to the Adult Child.

Attainment of Age 100: When a person attains age 100, the 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 for Dependents Term Life Coverage that may be a part the Universal Life Coverage will end.