

YOUR ENROLLMENT KIT

GROUP INSURANCE

Employee Group Universal Life
Spouse/Domestic Partner Group Universal Life
Children Dependent Term Life

Issued by The Prudential Insurance Company of America

Time Warner, Inc.

Enrollment Form – Time Warner, Inc.

General Information (Employee)		<i>Effective Date of Coverage (for office use only)</i> ____/____/____	
Last Name		First Name	Middle Initial
Address		City	State
			Zip Code
Social Security No. ____ - ____ - ____	Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Divorced	Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Widowed	Date of Birth Month Day Year ____/____/____
			Division _____
Date Employed Month Day Year ____/____/____	Your Base Salary* \$ _____		(For Prudential Use Only) Control # 23883
	*Covered Compensation for Time Warner Cable Employees		

Employee Group Universal Life (Please indicate your coverage selection)

Coverage multiple requested: 1x 2x 3x 4x 5x 6x 7x 8x*
 *8x coverage multiple is not available for Time Warner Cable employees.

I have smoked or used other forms of tobacco during the last 12 months. Yes No

No coverage elected.

Employee Certificate fund
 In addition to your insurance coverage, GUL provides an optional savings feature which allows you to build cash value on a tax-deferred basis.

Complete the following (indicate "0" if you choose not to participate in this certificate fund):

- Indicate extra monthly contribution to the certificate fund: \$ _____

Return completed forms to:
The Prudential Insurance Company of America
Group Life Services
P.O. Box 8769
Philadelphia, PA 19176
Fax: 800-764-1469

The Prudential Insurance Company of America

751 Broad Street, Newark, New Jersey 07102

Life coverages are issued by The Prudential Insurance Company of America, a New Jersey company, 751 Broad Street, Newark, NJ 07102, GUL 1-888-TWLIFE1, Life Claims: 1-800-524-0542. Please refer to the Booklet-Certificate, which is made a part of the Group Contract, for all plan details, including any exclusions, limitations and restrictions which may apply. If there is a discrepancy between this document and the Booklet-Certificate/Group Contract issued by Prudential, the terms of the certificate will govern. Contract provisions may vary by state. California COA #1179, NAIC#68241. Contract Series: 83500 & 96945. Prudential Financial and the Rock logo are registered service marks of The Prudential Insurance Company of America and its affiliates.

Enrollment Form – Time Warner, Inc.

Complete this form if you wish to enroll or change your Spouse/Domestic Partner or Dependent coverage.

Employee General Information

Last Name	First Name	Middle Initial	Social Security No. ____ - ____ - ____
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Spouse/ Domestic Partner Group Universal Life (Please indicate your coverage selection)

Last Name	First Name	Middle Initial	Social Security No. ____ - ____ - ____	Spouse/Domestic Partner Date of Birth Month Day Year ____ / ____ / ____
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If your Spouse/Domestic Partner is confined for medical care or treatment at home or elsewhere, coverage will begin when confinement ends.

Coverage multiple requested: 1x 2x 3x 4x 5x 6x 7x 8x*
 *8x coverage multiple is not available for Time Warner Cable employees.

My Spouse/Domestic Partner has smoked or used other forms of tobacco during the last 12 months. Yes No

No coverage elected.

Spouse/Domestic Partner Certificate fund

In addition to your insurance coverage, GUL provides an optional savings feature which allows you to build cash value on a tax-deferred basis.

Complete the following (indicate "0" if you choose not to participate in this certificate fund):

- Indicate extra monthly contribution to the certificate fund: \$ _____

Children Dependent Term Life (Please indicate your coverage selections)

If your dependent child is confined for medical care or treatment at home or elsewhere, coverage will begin when confinement ends.

Coverage amount requested: \$5,000 \$10,000 \$15,000 \$20,000

No coverage elected.

Youngest Child's Date of Birth	Number of Children
Month Day Year ____ / ____ / ____	_____

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Employee General Information			
Last Name	First Name	Middle Initial	Social Security No. ____ - ____ - ____
Acceptance or Waiver of Coverage			
<p><i>Indicate your acceptance or waiver of coverage below, sign and date this form, and return it as instructed. If you have elected any coverages, you will be receiving a Booklet-Certificate with complete plan information. Once approved, your coverage will be effective provided you are actively at work on the effective date.</i></p> <p><input type="checkbox"/> I am enrolling for coverage and I authorize my employer to deduct from my earnings until further notice my contributions for insurance under a contract issued by The Prudential Insurance Company of America. I understand that if I desire to increase the amount of my insurance or add dependent coverage hereafter, I may be required to furnish evidence of good health satisfactory to Prudential for myself and/or my dependents. I declare the statements above are true and understand it is the basis for determining my contribution for coverage.</p> <p><input type="checkbox"/> I do not wish to enroll for coverages. I certify that I have been given the opportunity by my above named employer to enroll for coverage. I understand that if I desire to enroll hereafter, I may be required to furnish evidence of good health satisfactory to Prudential for myself and/or my dependents.</p> <p>FOR RESIDENTS OF ALL STATES EXCEPT FLORIDA, NEW JERSEY, NEW YORK, PENNSYLVANIA, UTAH, VERMONT, VIRGINIA AND WASHINGTON; WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing an insurance application or a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is/may be guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.</p> <p>FLORIDA RESIDENTS – Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.</p> <p>NEW JERSEY RESIDENTS - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.</p> <p>NEW YORK RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. This warning ONLY applies to accident coverage.</p> <p>PENNSYLVANIA AND UTAH RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any material fact thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>VERMONT and WASHINGTON RESIDENTS – Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.</p> <p>VIRGINIA RESIDENTS - Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing a statement of claim for payment of a loss or benefit may have violated state law, is guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.</p> <p>Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable. There is no administrative fee to accelerate death benefits. The accelerated amount is not discounted.</p> <p>VIRGINIA RESIDENTS: Will this proposed insurance replace an existing life insurance policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="text-align: center;">REPLACING YOUR LIFE INSURANCE POLICY?</p> <p>Are you thinking about buying a new policy and discontinuing or changing an existing policy? If you are, your decision could be a good one -- or a mistake. You will not know for sure unless you make a careful comparison of your existing policy and the proposed policy. Make sure you understand the facts. You should ask the company or agent that sold you your existing policy to give you information about it. Hear both sides before you decide. This way you can be sure you are making a decision that is in your best interest.</p>			
Employee Signature _____		Date (Month, Day, Year) _____	

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Employee General Information			
Last Name	First Name	Middle Initial	Social Security No. ____ - ____ - ____
Taxpayer Identification Number Certification - Employee			
<i>Under penalties of perjury, I certify that the number shown on this form is my correct Tax Identification Number (Social Security Number). I am not subject to backup withholding because (a) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding, (b) the IRS has told me that I am no longer subject to a backup withholding order or (c) I am exempt from backup withholding.</i>			
Employee First Name	Employee Last Name	Social Security Number ____/____/____	
Check here only if you are subject to backup withholding:			
<input type="checkbox"/> I have been notified by the IRS that I am subject to backup withholding due to underreporting of interest or dividends.			
Check here if you are not a U.S. Person (including resident alien):			
<input type="checkbox"/> I am not a U.S. citizen or resident alien. I am a citizen of _____.			
(Attach completed IRS Form W-8 (BEN, ECI, EXP, IMY) Generally, Form W-8BEN will be the applicable form.)			
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.			
Employee Signature _____			Date(MM/DD/YYYY) _____
Taxpayer Identification Number Certification – Spouse/Domestic Partner			
<i>Under penalties of perjury, I certify that the number shown on this form is my correct Tax Identification Number (Social Security Number). I am not subject to backup withholding because (a) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding, (b) the IRS has told me that I am no longer subject to a backup withholding order or (c) I am exempt from backup withholding.</i>			
Spouse/Domestic Partner First Name	Spouse/Domestic Partner Last Name	Social Security Number ____/____/____	
Check here only if you are subject to backup withholding:			
<input type="checkbox"/> I have been notified by the IRS that I am subject to backup withholding due to underreporting of interest or dividends.			
Check here if you are not a U.S. Person (including resident alien):			
<input type="checkbox"/> I am not a U.S. citizen or resident alien. I am a citizen of _____.			
(Attach completed IRS Form W-8 (BEN, ECI, EXP, IMY) Generally, Form W-8BEN will be the applicable form.)			
Spouse/Domestic Partner Signature _____			Date(MM/DD/YYYY) _____

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Employee General Information					
Last Name _____	First Name _____	Middle Initial _____	Social Security No. _____ - _____ - _____		
Beneficiary Designation					
Please designate your beneficiary(ies) on the lines below. Please write their name(s) and relationship(s). Use a separate piece of paper that is signed and dated for additional beneficiary designations. Do not name a beneficiary for Spouse/Domestic Partner GUL or Dependent Term Life Coverage; these benefits are paid to you while living. If more than one beneficiary is designated, settlement will be made in equal shares to such of the designated beneficiaries (or beneficiary) as survive you, unless otherwise provided in the designation. If no designated beneficiary survives you, the settlement will be made in accordance with the terms of your Group Contract. I understand that, unless otherwise indicated, this designation applies to all coverages offered by Prudential under my employer's group plan and I expressly revoke all prior designations.					
Employee Primary Beneficiary Designation					
(1) Last Name _____	First Name _____	Middle Initial _____	Social Security No. _____	Relationship _____	Percentage _____
Address: _____					
(2) Last Name _____	First Name _____	Middle Initial _____	Social Security No. _____	Relationship _____	Percentage _____
Address: _____					
Employee Contingent Beneficiary Designation					
(1) Last Name _____	First Name _____	Middle Initial _____	Social Security No. _____	Relationship _____	Percentage _____
Address: _____					
(2) Last Name _____	First Name _____	Middle Initial _____	Social Security No. _____	Relationship _____	Percentage _____
Address: _____					
<p>Employee Signature _____ Date (Month, Day, Year) _____</p> <p style="text-align: center;">If you have any questions, please call Prudential at 1-888-TWLIFE1 for details.</p>					

Life coverages are issued by The Prudential Insurance Company of America, a New Jersey company, 751 Broad Street, Newark, NJ 07102, GUL 1-888-TWLIFE1, Life Claims: 1-800-524-0542. Please refer to the Booklet-Certificate, which is made a part of the Group Contract, for all plan details, including any exclusions, limitations and restrictions which may apply. If there is a discrepancy between this document and the Booklet-Certificate/Group Contract issued by Prudential, the terms of the certificate will govern. Contract provisions may vary by state. California COA #1179, NAIC#68241. Contract Series: 83500. Prudential Financial and the Rock logo are registered service marks of The Prudential Insurance Company of America and its affiliates.



Benefits for a Lifetime

Life is often unpredictable. Planning for your future can be a challenging task, especially when you are faced with a wide variety of financial choices and an ever-changing economic environment. Everyone wants to take the best possible steps to help protect their future. Having worked hard to build a stable life for yourself and your loved ones, don't you want coverage that helps you secure that stability.

Life insurance has always been an important part of financial planning. If something happens to you, it may be one way to help provide additional security for you and your family's future. Prudential's Group Universal Life (GUL) insurance helps to provide protection for your family as well as a way for you to build tax-deferred value throughout your lifetime.

The following is a summary of the many benefits that you and your family may enjoy by participating in GUL:

- **Permanent Insurance Protection** – Unlike many term insurance plans, which end when employment ends, GUL provides life insurance protection long after you leave your company. Naturally, you have to continue to pay for this protection, but with GUL you can fund your future insurance needs by contributing extra amounts to GUL's certificate fund. Moreover, when you participate in GUL, you are getting life insurance protection at attractive group rates.
- **Tax Deferred Certificate Fund** – GUL provides you with the opportunity to build cash value in a fund which earns interest at a competitive rate. The fund provides safe and steady tax-deferred growth through a fixed annual interest rate which is guaranteed never to be less than 4%. Of course, any guarantees under the coverages are based on the claims-paying ability of The Prudential Insurance Company of America. The money in your certificate fund is easy to access through loans and withdrawals, and there are no "early withdrawal" penalties. Of course, loans and withdrawals will reduce cash values and death benefits, and may have tax consequences. Premium taxes may also apply.
- **Convenience** – Your premium payment is automatically deducted from your paycheck, so there's no check writing or delays.
- **Flexibility** – You can increase, decrease or make changes to your coverage to fit your life insurance needs. In addition, you can change the amount you allocate to your certificate fund to accommodate your changing financial needs.
- **Continuation of Coverage** – Under most circumstances, if your employment ends or you retire, you can continue your GUL coverage.
- **Additional Plan Options** – In the event you decide to end your GUL coverage, you have a number of options such as using your cash value to purchase paid-up life insurance or an annuity.
- **Dedicated Customer Service** - Prudential has a dedicated toll-free customer service number for Time Warner, Inc. employees 1-888-TWLIFE1, staffed with professional representatives dedicated to answering your questions.

GUL is an employee-pay-all benefit that offers you the opportunity to purchase competitive group life insurance protection and build cash value by making additional contributions to a certificate fund which earns tax-deferred interest at competitive rates. With GUL, your life insurance benefit consists of the face amount of insurance plus the balance in your certificate fund (less any outstanding loans plus interest). As your cash value grows, so does the total benefit, providing an additional layer of protection.

This enrollment kit is intended to be a summary of Insurance benefits and does not include all policy provisions, exclusions and limitations. Please read on to learn more about coverage available to you.

Participating in GUL is Easy

First, you select the amount of life insurance coverage that's right for you and your family. Your employer offers you a variety of coverage amounts. There is a charge for this amount of coverage known as the cost of insurance which will vary depending on your choice of coverage, your age and whether or not you smoke.

Next, you decide the amount of any additional contributions you wish to make to your certificate fund.

The total premium (your cost of insurance plus any additional fund contributions) will be deducted from your paycheck. A minimal charge to cover fund expenses attributed to premium will be deducted from this contribution. When you elect to participate in the fund, your cash value earns tax-deferred interest and is available through loans and withdrawals.

How to Enroll

Once you have made your choices, simply complete the Enrollment form. Make sure to sign and date the form, and return it as instructed.

Certificate Fund Features

The certificate fund offers you tax-deferred accumulation, tremendous flexibility and easy access to your cash at any time.

- ✓ Your total benefit grows as your cash value increases.
- ✓ You can use your cash value to pay future premiums or purchase paid-up coverage. If you stop payments, your insurance coverage will continue as long as there is enough money in your fund to cover monthly deductions.
- ✓ You can access your cash value, through loans and withdrawals.* Loans and withdrawals will reduce cash values and death benefits, and may have tax consequences.

Tax-Deferred Opportunity

Since the interest you accumulate in your certificate fund is tax-deferred, you would not be subject to income taxes on these earnings unless you receive a pre-death distribution that exceeds your "cost basis". Your cost basis generally equals the total amount you have contributed to your GUL plan (including cost of insurance premiums and contributions to your fund), less any untaxed portion of amounts previously withdrawn.

Contributions to the certificate fund are limited based on Internal Revenue Code (IRC) guidelines. GUL is life insurance and the IRS restricts contributions above certain limits in order to meet the IRC definition of life insurance. Another IRC restriction – the Modified Endowment Contract* (MEC) limit - imposes penalties on pre death distributions from life insurance contracts that fail these guidelines. To obtain information about maximum certificate fund contribution amounts, please call Prudential's Customer Service number at 888-TWLIFE1.

Contribution Flexibility

You have the flexibility to increase or decrease the amount you allocate to your certificate fund. You decide how much to contribute based on your personal needs and lifestyle changes*.

- ✓ You can increase your contributions to the fund in order to accumulate additional cash value or stop your fund contributions altogether.
- ✓ You may make lump sum contributions to your fund at any time (with certain annual and lifetime premium limitations).

Easy Access to Your Certificate Fund

With GUL, you have access to your fund's cash value at any time through loans and withdrawals. To obtain transaction forms to request a loan or withdrawal, visit our web site at <http://www.prudential.com/giemployeeforms>. You may also call our Customer Service Center at 888-TWLIFE1.

Loans+ – Generally, when you take a loan, the amount borrowed is not actually deducted from your cash value. As a result, while the loan is outstanding, interest continues to be earned on the entire fund balance*. Your maximum loan amount may be less than your total cash value. Interest charged on a loan is set at a percentage above the interest being credited to your fund.

Here's an example: When the percentage is set at 2% above the interest being credited to your Certificate fund and the interest crediting rate is 6%, the loan interest rate would be 8%, resulting in a net 2% loan rate. Interest is generally due annually, however, you can repay all or part of your loan to Prudential at any time. Interest not paid when due will be added to your loan balance and your death benefit will be reduced by the amount of any outstanding loan.

Withdrawals+ – At any time, you may withdraw up to the balance in your fund (minus the balance of any outstanding loan and loan interest). Under current tax laws, the interest earned on your certificate fund is generally not taxed until you withdraw *more* than your "cost basis".* Generally, cost basis is equal to your contributions made (including cost of insurance premium and contributions to your certificate fund), less any untaxed portion of amounts previously withdrawn. And with GUL, there are no "early withdrawal" penalties.

Here's a simplified example: If your cost basis equals \$1,000 and you want to withdraw \$500, generally, you would not pay taxes on the \$500 withdrawal. However, if you withdraw any amount over \$1,000, you would then be responsible for paying applicable taxes on the amount that exceeds \$1,000.

You can repay all or part of your loan to Prudential at any time. However, your death benefit will be reduced by the amount of any outstanding loan.

* Please note, if your cash contribution exceeds certain limits and your GUL coverage becomes a "Modified Endowment Contract" (MEC), different tax rules, and in some cases, penalties apply for lifetime distributions such as loans, withdrawals and assignments including distributions made in the two years prior to becoming a MEC. A MEC can result from premium payments or from a reduction in coverage (such as the purchase of paid-up life insurance). If this applies to you, Prudential will notify you in writing of your status and advise you of your current options (if any) and by when you must respond. Prudential is not authorized to give tax advice. Please consult your tax advisor.

+ In general, loans are not taxable, but withdrawals are taxable to the extent they exceed the cost basis in the certificate. Loans outstanding at certificate lapse or surrender prior to the death of the insured will cause immediate taxation to the extent of gain in the certificate. Different tax rules apply to certificates which are classified as "Modified Endowment Contracts" (MECs).

Ending Your Coverage

In the event you decide you no longer need your GUL coverage, you have a number of options. While often attractive to people nearing retirement, these options are available to you at any time, as described below.

Paid-Up Life Insurance

With this option, you may use the money in your certificate fund as a single payment to purchase paid-up life insurance with no additional premiums to pay. The exact amount of paid-up coverage you may purchase will depend on the value of your certificate fund. The minimum cash value required to purchase paid-up life insurance is \$1,000 and the minimum amount of paid-up you can purchase is \$10,000.

When you purchase paid-up life insurance, your face amount of insurance and certificate fund under GUL ends. However, you will still have the cash value of your paid-up life insurance. Because purchasing paid-up insurance may result in a reduction in the face amount of your certificate, the purchase of paid-up insurance may have tax consequences.

Benefits of purchasing paid-up life insurance:

- ✓ No medical evidence is required.
- ✓ The maximum coverage you may purchase is equal to your GUL death benefit at the time of purchase (face amount of insurance plus the cash value).
- ✓ With paid-up life insurance, you have access to your cash value at any time. Your paid-up life insurance remains in effect for the rest of your life, unless you surrender it for the cash value. Loans and withdrawals will reduce cash values and death benefit, and may have tax consequences.
- ✓ If you are nearing retirement and you decide that you no longer need your GUL insurance coverage, you may surrender your cash value or use it to purchase other financial products that may be available from Prudential.

Other Options

A key feature of GUL is portability. In other words, if your employment ends, you can continue your GUL coverage.* Portability will begin the first of the month following the date of notification from you or your employer, and you will be billed directly by Prudential.

When you withdraw the total balance of your certificate fund and discontinue premium payments, your coverage will end. If applicable, you would be liable for income tax on amounts withdrawn in excess of your cost basis. There are no surrender charges associated with a full withdrawal of funds or ending your coverage.

For additional information on any of these options, please contact a GUL Customer Service Representative at 888-TWLIFE1.

Informative Communications

Shortly after your coverage becomes effective, you will receive a certificate which details your plan provisions. In addition, if you are contributing to the certificate fund, a statement will be mailed to you once a year. The annual statement contains information such as the death benefit and your certificate fund balance at the beginning and end of the year, premium contribution activity, loan and withdrawal activity, interest credited and expense charges.

Upon termination, continuation of Prudential's GUL is not available if coverage is replaced by your new employer's life insurance plan that includes a fund feature. Minnesota residents have special continuation and conversion options. Please refer to the plan details for more information.

Employee Coverage

- ◆ Coverage is available for one, two, three, four, five, six, seven, eight, nine or ten times your base salary, rounded to the next higher \$1,000, not to exceed \$7,500,000, minus the Basic Term Life multiple. Basic Life multiple for Time Warner Cable employees is three times covered compensation. For Non-Time Warner Cable employees it is two times base salary.
Note: For Time Warner Cable Employees: Covered compensation is multiplied and then rounded to the next higher \$1,000.
- ◆ **Eligibility:** Full-Time Employees.
Note: For Time Warner Cable employees: Regular, union-free full-time or part-time active employee working at least 25 hours per week are eligible to participate in the GUL program.
- ◆ **New Hires:** You can select up to the lesser of four times your base salary and \$1,500,000, combined with Basic Term Life, without providing evidence of insurability satisfactory to The Prudential Insurance Company of America, if you apply within your date of eligibility. If you select a coverage amount that exceeds the guaranteed coverage amount, you must complete a Health Statement Questionnaire. This will be sent to you separately. If you enroll after your date of eligibility, you must complete a Health Statement Questionnaire for any coverage amount you select.
- ◆ **Current Participants:** Your current coverage amount will be continued. Evidence of insurability satisfactory to The Prudential Insurance Company of America is required for all increases in coverage amounts.
- ◆ **Late Entrants:** Evidence of good health is required for all coverage amounts.
- ◆ **Life Event Changes** - If you have a change in family status such as marriage, birth or adoption of a child, you may increase your coverage amount by one times your base annual earnings without providing medical evidence. You must notify Prudential within 31 days of the qualifying event.
- ◆ **Certificate fund¹** - In addition to regular payroll deductions, you may make lump sum contributions to the certificate fund. The minimum lump sum contribution is \$100.
- ◆ **Loans^{1,2}** - You may take a loan from your certificate fund. The minimum loan is \$200 and the maximum loan is 90% of your available fund minus an amount equal to the next month's deduction. The loan interest charged is generally set at 2% above the interest being credited to the fund.
- ◆ **Withdrawals^{1,2}** - The minimum withdrawal is \$200 and the maximum withdrawal is the balance in your fund (minus any outstanding loans and loan interest).
- ◆ **Fund Charge** - A 2% charge will be deducted from any additional premium contribution.
- ◆ **Continuation of Coverage** - You may continue your GUL insurance at group rates under the Continuation of Coverage provision if:
 - (1) you leave Time Warner, Inc.;
 - (2) Time Warner, Inc. ends its participation in the master contract;
 - (3) Time Warner, Inc. ends all coverage for your class.Continuation of coverage will begin on the first of the month following the date of notification of termination from Time Warner, Inc. Portable rates will be 120% of the rate you had as an employee of Time Warner, Inc. You will be direct billed and charged a \$3 administration fee by Prudential on a quarterly basis.
- ◆ **Accelerated Benefit Option³** - If you provide satisfactory proof that you are terminally ill with a life expectancy of 6 months or less, you may elect to receive up to 50% of your GUL face amount of insurance while still living, up to a maximum of \$250,000. Certain conditions apply, please refer to your Certificate for details.
- ◆ Payouts to your beneficiaries are deposited into Prudential Alliance Account ®, a personalized, interest-bearing account, under the beneficiary's name. The payout earns interest from the date the account is opened and the beneficiary can transfer or withdraw funds at any time.
- ◆ **Termination of Coverage** - Your life insurance coverage will terminate at age 99.

³ **Important Notice:** The acceleration of life insurance benefits offered under this certificate are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986 (under IRC Section 101(g)). If the acceleration of life insurance benefits qualify for such favorable treatment, the benefits will be excludable from your income and not subject to Federal taxation. Tax laws relating to acceleration of life benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration of life insurance benefits that are excludable from income under Federal law.

Open Solutions BIS, Inc. is the Administrator of the Prudential Alliance Account Settlement Option, a contractual obligation of The Prudential Insurance Company of America, located at 751 Broad Street, Newark, NJ 07102-3777. Check clearing is provided by JPMorgan Chase Bank, N.A. and processing support is provided by Integrated Payment Systems, Inc. Alliance Account balances are not insured by the Federal Deposit Insurance Corporation (FDIC). Open Solutions BIS, Inc., JPMorgan Chase Bank, N.A., and Integrated Payment Systems, Inc. are not Prudential Financial companies.

Spouse/Domestic Partner Coverage

- ◆ Coverage is available for your Spouse/Domestic Partner/Domestic Partner is available for one, two, three, four, five, six, seven, eight, nine or ten times the Employee's covered compensation, rounded to the next higher \$1,000, not to exceed \$7,500,000, minus the Basic Term Life multiple.
- ◆ **New Hires:** You may select to enroll your Spouse/Domestic Partner/Domestic Partner for up to \$25,000, without providing evidence of insurability satisfactory to The Prudential Insurance Company of America, if you enroll your Spouse/Domestic Partner/Domestic Partner within your date of eligibility.
- ◆ **Current Spouse/Domestic Partner/Domestic Partner Participants:** Your Spouse/Domestic Partner/Domestic Partner's current coverage amount will be continued. Evidence of insurability satisfactory to The Prudential Insurance Company of America is required for all increases in coverage amounts.
- ◆ **Late Entrants:** Evidence of insurability satisfactory to The Prudential Insurance Company of America is required for all coverage amounts.
- ◆ **Additional Plan Provisions** - Spouse/Domestic Partner/Domestic Partner GUL coverage has the same features as employee GUL coverage regarding the following plan provisions:
 - (1) Continuation of Coverage
 - (2) Certificate fund¹
 - (3) Loans^{1,2}
 - (4) Withdrawals^{1,2}
 - (5) Fund Charge
 - (6) Accelerated Benefit Option³
 - (7) Termination of Coverage
- ◆ If your Spouse/Domestic Partner/Domestic Partner is confined for medical care or treatment at home or elsewhere, coverage will begin when confinement ends.

¹Please note, if your cash contribution exceeds certain limits and your GUL coverage becomes a Modified Endowment Contract (MEC), different tax rules and, in some cases, penalties apply for lifetime distributions such as loans, withdrawals and assignments. A MEC can result from premium payments or from a reduction in coverage (such as the purchase of paid-up life insurance). If this applies to you, Prudential will notify you in writing of your status and advise you of your current options (if any) and by when you must respond. Prudential is not authorized to give tax advice. Please consult your tax advisor.

²Unpaid loans and withdrawals cause a reduction in cash values and death benefits. In general, loans are not taxable, but withdrawals are taxable to the extent they exceed the cost basis in the certificate. Loans outstanding at certificate lapse or surrender prior to the death of the insured will cause immediate taxation to the extent of gain in the certificate. Different tax rules apply to certificates which are classified as Modified Endowment Contracts.

Dependent Term Life (Child(ren))

100% Employee Paid

- ◆ Your children include your legally adopted children, stepchildren and foster children who depend on you for support.
- ◆ Coverage is available for your children from live birth to age 21, if a full-time student and wholly dependent on you for \$5,000, \$10,000, \$15,000 or \$20,000.
- ◆ No evidence of insurability satisfactory to The Prudential Insurance Company of America is required.
- ◆ If your dependent children are confined for medical care or treatment at home or elsewhere, coverage will begin when confinement ends.
- ◆ If your employment ends and you elect to continue your Dependent Term Life coverage for your children under the portability provision provided that you choose to continue your own coverage. You will be advised of the cost of this coverage. Portability is not available in all states.[∇]

For your coverage to become effective, you must be actively at work during the enrollment period and on the effective date of the plan. If you apply for an amount that requires satisfactory evidence of insurability to The Prudential Insurance Company of America, you must be actively at work on the date of approval for the amount requiring satisfactory evidence of insurability. Refer to the plan booklet for details.

All benefit features may not be available in all states.

Important Notice for New York Residents:

This policy provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

IMPORTANT NOTICE - THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

[∇]**MN residents:** You may elect to continue coverage at your expense if your employment is terminated either voluntarily or involuntarily, or if you are laid off, as long as the group policy is still in force with the employer. Coverage may be continued until you obtain coverage under another group policy or you return to work from lay-off; however, the maximum period that coverage may be continued is 18 months. At the expiration of your continued coverage, you may convert all or part of your insurance to an individual life insurance contract.

Portability is not available to Minnesota residents.

RATE SHEET

Time Warner, Inc.

Rates Effective: January 1, 2008

Group Universal Life* (Employee and Spouse/Domestic Partner) - Coverage Rates per \$1,000				
Age <i>(Initial rates based on age as of effective date of your coverage. Rates will change based on the following age schedule.)</i>	Monthly Cost of Insurance ACTIVE RATES Non -Tobacco User Employee and Spouse/Domestic Partner	Monthly Cost of Insurance ACTIVE RATES Tobacco User Employee and Spouse/Domestic Partner	Monthly Cost of Insurance PORT RATES Non-Tobacco User Employee and Spouse/Domestic Partner	Monthly Cost of Insurance PORT RATES Tobacco User Employee and Spouse/Domestic Partner
Under 25	\$ 0.031	\$ 0.039	\$ 0.098	\$ 0.122
25-29	\$ 0.031	\$ 0.039	\$ 0.098	\$ 0.122
30-34	\$ 0.031	\$ 0.039	\$ 0.098	\$ 0.122
35-39	\$ 0.039	\$ 0.062	\$ 0.122	\$ 0.195
40-44	\$ 0.054	\$ 0.085	\$ 0.171	\$ 0.269
45-49	\$ 0.062	\$ 0.116	\$ 0.270	\$ 0.520
50-54	\$ 0.139	\$ 0.277	\$ 0.439	\$ 0.879
55-59	\$ 0.262	\$ 0.431	\$ 0.830	\$ 1.367
60-64	\$ 0.408	\$ 0.670	\$ 1.294	\$ 2.214
65-69	\$ 0.662	\$ 0.716	\$ 2.099	\$ 2.270
70-74	\$ 1.271	\$ 2.156	\$ 3.382	\$ 5.739
75-79	\$ 1.271	\$ 2.156	\$ 5.531	\$ 9.387
80-84	\$ 1.271	\$ 2.156	\$ 9.462	\$ 16.056
85-89	\$ 1.271	\$ 2.156	\$ 15.584	\$ 26.446
90-94	\$ 1.271	\$ 2.156	\$ 23.748	\$ 40.300
95-99	\$ 1.271	\$ 2.156	\$ 32.651	\$ 55.408
Child	\$ 0.054		\$ 0.070	

- **Child monthly rates are per \$1,000 of coverage. Coverage is available in amounts of \$5,000, \$10,000, \$15,000 or \$20,000.**
- **All retired employees and employees on disability continue to pay active rates.**
- **Terminated employees use port rates.**

****This is optional coverage and the entire cost of coverage is employee paid.***

Rates may change as the insured enters a higher age category, also rates may change if plan experience requires a change for all insured's.

Please refer to the Booklet-Certificate for all plan details, including any exclusions, limitations and restrictions which may apply. Group Universal Life and Dependent Term Life coverages are underwritten by The Prudential Insurance Company of America, 751 Broad Street, Newark, New Jersey 07102, GUL: 1-888-TWLIFE1, Life Claims: 1-800-524-0542. Contract provisions may vary by state. Contract Series: 83500 & 96945. Prudential Financial and the Rock Logo are registered service marks of The Prudential Insurance Company of America, Newark, NJ, and affiliates.

How Much Does This Insurance Cost?

Follow this worksheet to determine your Employee and Spouse/Domestic Partner Group Universal Life (GUL) and Child(ren) Dependent Term Life for your monthly cost of insurance. Refer to the attached Rate Information page to find the monthly rate per \$1,000 of coverage based on your age.

Steps to Determine Your Monthly Cost of Insurance	Example 42 year old, non-smoker employee, earning \$50,000 annually, selecting a coverage amount of \$50,000 (1 times base annual earnings)	Employee Worksheet	Spouse/Domestic Partner Worksheet	Child(ren) Worksheet
1. Select your desired amount of coverage.)	\$ 50,000	\$ _____	\$ _____	\$ _____
2. Locate your age on the Rate Information page and note the corresponding monthly rate.	\$0.054 per \$1,000	The monthly rate per \$1,000 is \$ _____	The monthly rate per \$1,000 is \$ _____	N/A
3. Divide your selected amount of coverage by \$1,000. Then multiply the result by the monthly rate for your age. The answer is your monthly cost of insurance.	$\$ 50,000 / \$1,000 = 50$ $50 \times \$0.054 =$ Monthly Cost: \$2.70 Monthly Cost: \$ 2.70 [A]	$\$ ______ / \$1,000 = ______$ $______ \times \$ ______ =$ Monthly Cost: \$ _____ Monthly Cost: \$ _____ [A]	$\$ ______ / \$1,000 = ______$ $______ \times \$ ______ =$ Monthly Cost: \$ _____ Monthly Cost: \$ _____ [B]	$______ / \$1,000 = ______$ $______ \times \$ ______ =$ Monthly Cost: \$ _____ Monthly Cost: \$ _____ [C]
4. Indicate extra optional monthly contribution to the certificate fund.	Monthly Contribution: \$10.00 [D]	Monthly Contribution: \$ _____ [D]	Monthly Contribution: \$ _____ [E]	N/A
5. Total Monthly Contributions.	Total Monthly Contributions [A] + [D] = \$12.70	Total Monthly Contributions [A] + [B] + [C] + [D] + [E] = \$ _____		

Life coverages are issued by The Prudential Insurance Company of America, a Prudential Financial company, 751 Broad Street, Newark, NJ 07102, 1-800-524-0542. Prudential Financial and the Rock logo are registered servicemarks of The Prudential Insurance Company of America and its affiliates. Each company is solely responsible for its own financial condition and contractual obligations. This brochure is intended to be a summary of your benefits and does not include all plan provisions, exclusions and limitations. Please refer to the Booklet-Certificate, which is made a part of the Group Contract, for all plan details, including any exclusions, limitations and restrictions which may apply. If there is a discrepancy between this document and the Booklet-Certificate/Group Contract issued by Prudential, the terms of the Group Contract will govern. Contract provisions may vary by state. Contract Series: 83500. California COA #1179. NAIC #68241.