

PRUDENTIAL MOMENTUM IULSM

Overview	<p>Prudential Momentum IULSM is a flexible premium universal life insurance product that offers interest crediting through either a Fixed Interest account that offers a fixed interest rate, three Indexed Accounts that credit interest based on the performance of the S&P 500[®] Index, or an indexed account that credits interest based on the performance of the Nasdaq-100[®]. This product is ideally suited for those consumers seeking death benefit protection and the ability to supplement their retirement income through a life insurance strategy.</p> <p>Momentum IUL can also be enhanced with the BenefitAccess Rider, an optional rider that allows the policyowner to accelerate up to 100% of the policy's death benefit if the insured becomes chronically or terminally ill and meets other terms and conditions of the rider. BenefitAccess is available for an additional cost and additional underwriting requirements apply. Please refer to the BenefitAccess Rider Fast Facts for more information.</p> <p>Momentum IUL is a non-participating policy, which means policy dividends are not paid. It is available for conversion from individual life products and riders with active conversion privileges.</p>	
Target Markets	Individual Market Clients with a death benefit need and who: <ul style="list-style-type: none"> ▶ Are looking for a way to help supplement their retirement income in a tax-advantaged way ▶ Want to transfer wealth and create an estate plan ▶ Are interested in benefits for chronic or terminal illness protection needs ▶ Have a moderate risk appetite ▶ Are interested in a No-Lapse Guarantee during the accumulation period but are not concerned with having a lifetime No-Lapse Guarantee ▶ Are able to heavily fund the policy (maximum funding scenario) 	Business Market Business owners who: <ul style="list-style-type: none"> ▶ Need funding for a key person or continuation strategy ▶ Have legacy equalization needs ▶ Want to purchase permanent life insurance as a form of nonqualified deferred compensation for themselves or key employees
Design Highlights	<ul style="list-style-type: none"> ▶ Permanent life insurance that offers the potential to build cash value ▶ Designed with flexible features that can be adjusted according to the client's goals and risk tolerance <ul style="list-style-type: none"> • Choice of five interest-crediting accounts: <ul style="list-style-type: none"> – Three indexed accounts based on the S&P 500[®] Index <ul style="list-style-type: none"> › 1 year S&P 500[®] capped indexed account › 6 month S&P 500[®] capped indexed account › 1 year S&P 500[®] uncapped indexed account – An indexed account based on the Nasdaq-100[®] <ul style="list-style-type: none"> › 1 year Nasdaq-100[®] capped indexed account – A fixed account • Point-to-point index interest-crediting methodology • Index interest rate-crediting structure: <ul style="list-style-type: none"> – 1 yr. cap: guaranteed minimum 3%. – 6-mo cap: guaranteed minimum 1.5% – Floor 0% – Participation Rates: <ul style="list-style-type: none"> › Capped Accounts 100% guaranteed › Uncapped Account 20% guaranteed (see illustration for current rate) ▶ Limited No-Lapse Guarantee period: Earlier of 20 years or age 70, but at least 10 years. ▶ Age Last Birthday ▶ Compelling selection of optional benefits, such as BenefitAccess Rider and Enhanced Cash Value Rider ▶ Choice of compensation options between traditional heaped based compensation and alternate asset based compensation 	
Cash Value Growth Potential	<ul style="list-style-type: none"> ▶ The potential to build cash value in the indexed accounts is based on the performance of the S&P 500[®] or Nasdaq-100[®] Index on a point-to-point basis (based on a 0% Floor using an index growth cap and participation rate, as applicable). ▶ Money that is placed in the indexed accounts is not a direct investment in either the S&P 500[®] Index or Nasdaq-100[®]. If amounts in the indexed accounts are decreased before the end of the term, the decreased amounts are still eligible to earn a pro-rated amount of index interest, provided the policy is in force at the segment maturity date. 	
Auto Issue/Jumbo Limits¹	\$75 million "Auto-issue" refers to the maximum face amount that can be applied for on any one policy. "Jumbo" refers to the maximum total line that can be considered without review by Prudential's reinsurance partners (applied for + in-force coverage). Both limits can be reduced by amounts in force and applied for and can be reduced also by factors such as age, ratings, residence, travel, and occupation. Higher capacity amounts will be considered on a case-by-case basis and may be subject to the availability of reinsurance.	
Prudential AutoPlus Reinsurance Program	\$95 million* Coverage up to \$95 million will be subject to reinsurance capacity. Premium limits still apply. The total line, including all in-force and applied for, cannot exceed \$100 million. We will consider larger face amounts outside of this program on a facultative basis. *This is a facultative obligatory program. To be eligible for this program, the case must meet the eligibility requirements and will be subject to reinsurance capacity	

¹ The capacity, or maximum face amount, may be subject to availability of reinsurance.

Fast Facts

MOMENTUM IUL

Underwriting Categories

We offer six (four Non-Smoker and two Smoker) underwriting categories.

Non-Smoker	Smoker
Preferred Best	Preferred Smoker
Preferred Non-Tobacco	Smoker*
Non-Smoker Plus	
Non-Smoker*	

*These are the only categories available for issue ages under 18, and for certain substandard ratings and extras.

The chart below is a general correlation of underwriting categories and is provided as a guideline to help prepare initial illustrations. Underwriting categories are not meant to represent any specific company's rating classes, and the names of the underwriting categories may vary among companies.

Prudential	Preferred Best	Preferred Non-Tobacco	Non-Smoker Plus	Non-Smoker	Preferred Smoker	Smoker
Companies with 3 Non-Smoking classes	Super Preferred	Preferred Non-Smoker	Standard Non-Smoker		Preferred Smoker	Smoker
Companies with 4 Non-Smoking classes	Super Preferred	Preferred Non-Smoker	Standard Plus	Standard Non-Smoker	Preferred Smoker	Smoker

Issue Ages²

- ▶ 0 – 85
- ▶ 0 – 75 (Death Benefit Type C)

PruFast Track (Accelerated Underwriting Process)

- ▶ Allows for a more customized underwriting approach, based on the client's medical history and/or other non-medical conditions, instead of broadly applying age and amount underwriting requirements.
- ▶ Accelerated cases may be approved within hours or just a few days, without the need for exam, lab, or APS. Some cases may require additional information and will follow a more traditional underwriting path.
- ▶ Eligibility requirements include:
 - Ages: 18 to 60
 - Face Amount: \$100,000 to \$3,000,000
 - Submitted through a client interview application process

Death Benefit Types

Death benefit protection can be guaranteed for up to 20 years based on premiums and age (earlier of 20 years or age 70, but at least 10 years). Clients can choose a Fixed (A), Variable (B), or Return of Premium (C) death benefit.

- ▶ **Fixed (Type A).** The death benefit generally remains constant and is usually equal to the face amount. The net death benefit proceeds will generally equal the face amount (also called the basic insurance amount), minus any outstanding policy debt.
- ▶ **Variable (Type B).** The death benefit generally fluctuates in direct relation to the value of a client's Contract Fund. The net death benefit proceeds will generally equal the face amount (also called the basic insurance amount), plus the Contract Fund, minus any outstanding policy debt.
- ▶ **Return of Premium (Type C).** The death benefit generally varies in direct relation to total premiums paid into the policy, minus any withdrawals. The net death benefit proceeds will generally equal the face amount (also called the basic insurance amount), plus the total premiums paid into the policy, minus any outstanding policy debt and withdrawals.

Death Benefit Type Changes

- ▶ Changes from Type A and C to B as well as B and C to A are allowed.
- ▶ Changes from Type A and B to C are not allowed.
- ▶ Type C can be changed to A or B but cannot be changed back to C.

Definition of Life Insurance Test

Choice of Cash Value Accumulation Test (CVAT) or Guideline Premium Test (GPT)

Face Amount Bands

Band	Minimum Face Amount	Maximum Face Amount
Band 1	\$100,000	\$249,999
Band 2	\$250,000	\$999,999
Band 3	\$1 million and up	

² There are no extended or exception issue ages.

Fast Facts

MOMENTUM IUL

<p>Face Amount Decreases³</p>	<p>Face amount decreases are permitted at any time after policy issue, upon request, provided the total coverage, after the decrease, is not below the company's minimum requirement. Surrender charges may apply to the decreased amount. If there have been decreases in the face amount due to withdrawals, the maximum surrender charge will not change as a result of the withdrawal.</p> <ul style="list-style-type: none"> ▶ Minimum decrease: \$5,000 for base coverage
<p>Premiums</p>	<ul style="list-style-type: none"> ▶ Premiums can be paid to attained age 121.⁴
<p>Billing Modes</p>	<ul style="list-style-type: none"> ▶ Annual ▶ Semiannual ▶ Quarterly ▶ Monthly (Electronic Funds Transfer only) <p><i>Note: Payment modes other than Annual may result in higher aggregate premiums.</i></p>
<p>Rolling Target Premium Commissions</p>	<p>During the first 24 months, first-year commissions will be paid until the Commission Target Premium is reached. [Does not apply to policies issued in NY.]</p>
<p>No-Lapse Guarantee</p>	<p>The No-Lapse Guarantee provides a death benefit protection period, assuming required premiums are received on or before the due date and no loans or withdrawals are taken. If premiums are not paid when due or loans are taken, the guarantee could no longer be in effect. To guarantee the death benefit, a certain level of premiums must be received. As long as premiums paid into the policy at 3%, minus withdrawals accumulated at 3%, are equal to or greater than the amount shown in the Table of No-Lapse Guarantee Values in the contract, and the policy has no excess policy debt, the guarantee will remain in effect.</p> <p>Limited No-Lapse Guarantee period: Earlier of 20 years or age 70, but at least 10 years.</p>
<p>Coverage Beyond Age 121</p>	<p>Basic Insurance Amount coverage continues beyond the insured's attained age 121 provided the policy is in effect at the time (subject to state approval).</p> <p>If coverage is extended beyond age 121, the policy will continue to be credited with interest. However, premiums will no longer be accepted and charges, other than interest on any outstanding policy loans, will no longer be deducted.</p>
<p>Interest Crediting Account Options</p>	<p>Overview</p> <ul style="list-style-type: none"> ▶ Options include choice of allocation among one fixed account and four indexed accounts. ▶ Clients can choose to allocate between 0% and 100% of eligible funds to the indexed accounts. ▶ The account(s) selected determine the interest-crediting methodology applied to the contract fund. ▶ Money in the policy is not directly invested in either the S&P 500® Index or Nasdaq-100® Index. ▶ Current interest rates and caps can be found at www.prudential.com/universallife. <p>Fixed Account</p> <ul style="list-style-type: none"> ▶ The fixed account is the account to which all premiums (net of premium-based charges) are initially allocated. ▶ Amounts allocated to the fixed account earn interest credits daily, at a rate guaranteed to be no less than 1% annually. ▶ The fixed account earns a fixed account interest rate, declared by Prudential. <p>Indexed Accounts</p> <ul style="list-style-type: none"> ▶ The indexed accounts offer interest credits based on the performance of the S&P 500® Index or Nasdaq-100® Index (excluding dividends), using the point-to-point calculation method and a participation rate of 100% for the capped accounts. ▶ Indexed interest will never be less than the guaranteed minimum Floor of 0% and is subject to an index growth cap (excluding the uncapped indexed account). See the Alternate Contract Fund section for more information. ▶ When a client allocates to an indexed account, values from the fixed account are transferred to the indexed account on the next available transfer date (transfers occur on the 15th of each month). ▶ Each time a transfer is made from the fixed account to the indexed account(s), a unique segment is created. Each indexed account can have up to 12 segments active at one time, except for the 6-month capped account, which can have six. ▶ The sum of the percentages allocated to all accounts will always equal 100%. ▶ An indexed account is an account with values determined using an index value. The indexed accounts available for this policy are: <ul style="list-style-type: none"> • 1 yr. S&P 500® capped indexed account: Offers downside protection, with upside potential limited by a cap. Subject to a cap, guaranteed to not be less than 3%. • 6 mo. S&P 500® capped indexed account: Offers downside protection, with upside potential limited by a cap. Shorter durations have the potential to compound interest more frequently. Subject to a cap, guaranteed to not be less than 1.50%. • 1 yr. S&P 500® uncapped indexed account: Offers downside protection, with upside potential limited by the participation rate. It has higher growth potential due to it being uncapped. Participation rate guaranteed to not be less than 20%. • 1 yr. Nasdaq-100® capped indexed account: Offers downside protection, with upside potential limited by a cap. Subject to a cap, guaranteed to not be less than 3%.
<p>Persistence Credit</p>	<ul style="list-style-type: none"> ▶ The policy may be credited 0.75% of the unloaned value and participating loan value in the contract fund beginning the later of policy year 11 or age 55. ▶ [In New York, the contract is credited 0.xx% of the unloaned value and participating loan value in the contract fund, beginning in policy year xx or age xx. ▶ The persistence credit is not guaranteed except for policies issued in New York.] <p><i>Note: Fixed loans will be excluded from the credit.</i></p>

³ Decreasing the face amount or changing the death benefit option could cause the policy to become a Modified Endowment Contract (MEC).

⁴ The tax consequences of continuing the policy beyond age 100 are uncertain; clients should consult with a tax advisor.

Fast Facts

MOMENTUM IUL

Changing Allocation Instructions After Issue

Policyowners can change their allocation instructions after their policy has been issued by sending a request to Prudential with change instructions. New instructions will take effect on the next available transfer date. Separate allocation instructions may be given for each of the events described below. When more than one of the following events takes place on the same day, the instructions will be processed in the order shown.

- 1. Maturing index segment allocation instructions** apply to money moved into the fixed account as a result of maturing index segments.
- 2. Requested Transfers allocation instructions** apply to any single transfer that is requested.
- 3. Designated Transfers allocation instructions** apply to money in the Fixed Account. Based on the Designated Transfers requested to take place on an ongoing monthly basis for the number of months specified, money is moved from Fixed Account to the requested Indexed Account(s).
- 4. Payment allocation instructions** will apply to amounts received in the policy from net premium payments, reinstatement payments, and fixed loan repayments (including those resulting from a conversion to a participating loan) received since the last transfer date.

Designated Transfers (DT)

Instead of concentrating money in a single segment per premium payment, policyowners can spread large or infrequent premium payments over a number of index segments by specifying a monthly “Designated Transfer” (DT). This strategy works only if payment allocations are set to the fixed account.

- ▶ The DT is an amount that will be transferred monthly from the fixed account to the indexed account(s).
- ▶ If the fixed account balance is less than the designated amount, the remaining fixed account value will be transferred.

Contract Fund Value

When premiums are paid, a portion of each payment is used to pay certain administrative and sales charges; what’s left, the net premium, is applied to the account value, which is also known as the contract fund.

- ▶ As monthly charges come due, they are then deducted from the contract fund.

Alternate Contract Fund

The alternate contract fund is an alternative way to calculate the insurance benefit and the cash surrender value. It will be calculated to reflect premiums paid and current charges deducted and credited with 1% annual interest. If this value, less surrender charges and outstanding policy debt, is greater than zero, it will keep the policy from lapsing should the contract fund, less surrender charges and outstanding policy debt, fall below zero. If the contract fund is ever less than the alternate contract fund and the policy is being fully surrendered, the alternate contract fund will be used to calculate the full surrender value instead of the contract fund. The alternate contract fund may also impact the amount available for a loan.

- ▶ The alternate contract fund is an alternative way to calculate the insurance benefit and the cash surrender value regardless of fixed account and Indexed account performance.
- ▶ The policy will guarantee a cumulative return of 1% annually on net premiums, reduced by monthly charges (other than withdrawals, and any partial surrender charges).
- ▶ When the alternate contract fund value is more than the actual contract fund value, the alternate contract fund will be used in its place for most policy provisions, including the calculation of surrender value, available loan amount, amount at risk, and death benefits.

There is no guarantee that the alternate contract fund will be a positive value as charges and other reductions can deplete it.

Minimum Withdrawal Amount⁵

\$250

Loans⁵

Loan Type	Maximum Amount	Crediting Rate Applied	Interest Rate Charged
Fixed	100% of cash value	Guaranteed: 1.00%	Guaranteed: Years 1 – 10: 2.00% Years 11+: 1.05%
Participating	100% of cash value	The money borrowed from the policy continues to earn interest as if it was never borrowed.	Current: Declared rate Guaranteed: Will not exceed the Fixed Account crediting rate plus 1.00%

Loans are available provided loan value exists and the policy is not in default. Client cannot have a loan of both types at the same time on a policy. Loans can be converted to either Fixed or Participating; however, loan conversion from one loan type to another can be requested only once in any 12-month period. When switching a Participating Loan to a Fixed Loan, segments will be broken as part of the switch.

⁵ Life insurance cash values are accessed through loans and withdrawals, which will reduce cash values and death benefits and may have tax consequences. Loans taken are ordinarily treated as debt and are not considered distributions subject to tax. However, you should know that the Internal Revenue Service may take the position that the loan should be treated as a distribution for tax purposes in the event there is a relatively low differential between the loan interest rate and the contract’s crediting rate. Distributions are subject to income tax.

Fast Facts

MOMENTUM IUL

CHARGES Various charges are deducted monthly and therefore reduce the net value of premium payments or the Contract Fund.

CONTRACT CHARGES DEDUCTED FROM PREMIUM PAYMENTS

	Current (non-guaranteed)	Guaranteed
Premium-Based Administrative Charges (Taxes)	▶ 3.75%	▶ 7.50%
Charge for Sales Expenses (on all premiums)	Up to Target Premium: ▶ DBO A: 4% (year 1 - 10), 0% thereafter ▶ DBO B and C: 6.25% (year 1 - 10), 0% thereafter Above Target Premium: ▶ DBO A :4% (year 1 - 10), 0% thereafter ▶ DBO B and C : 6.25% (year 1 - 10), 0% thereafter	▶ 8.00%

CHARGES DEDUCTED MONTHLY FROM THE CONTRACT FUND

	Current (non-guaranteed)	Maximum
Administrative Charges	▶ All years: \$12 per month	▶ All years: \$20 per month
Monthly per \$1,000 Charge	▶ 10 years per \$1,000 charge ▶ Varies by sex, issue age, duration, premium class, and rating class	▶ All years per \$1,000 charge ▶ Varies by sex, issue age, duration, premium class, and rating class
Cost of Insurance Charge	Varies by sex, issue age, rating class, duration, premium class, and face amount band	
Charges for Riders and/or Supplementary Benefits	Based on riders and/or supplementary benefits selected	

TRANSACTION CHARGES DEDUCTED FROM THE CONTRACT FUND

Surrender Charge	During the first 15 years, surrender charges are deducted from the contract fund if the contract is surrendered or the face amount is decreased. Charges are based on client’s sex, age, premium class, rating class, face amount, death benefit option, issuing company, and duration. Declines annually after issue. See schedule of maximum surrender charges in the contract data pages for more detail. All partial withdrawals are excluded from receiving a surrender charge unless the contract is fully surrendered.	
Withdrawal Charge	Currently, there is no charge	Withdrawal fee of \$25
Administrative Charge for Any Change in Basic Insurance Amount	Partial surrender charges may apply	\$25 per decrease in Basic Insurance amount— additionally partial surrender charges may apply
Available Benefits and Riders⁶	▶ Accidental Death Benefit (ADB)* ▶ Children Level Term Rider (CLT)* ▶ Enhanced Disability Benefit (EDB)* ▶ Overloan Protection Rider** ▶ Other Goods and Services Rider (OGSR) ▶ BenefitAccess Rider ^{7*} *Available for an additional cost. **Only available when using Guideline Premium Test. There is no initial charge for this rider but, if exercised, a one-time charge will apply.	▶ Enhanced Cash Value Rider (ECV)* ▶ Living Needs Benefit SM (LNB) ⁸ ▶ Premium Deposit Account (PDA)—available as rider in IL, IN, KS, MI, TN, TX, and WA. Not available in Oregon and PA. Available as a benefit in all other states

⁶ All riders, supplemental benefits, and product features may not be available in all states. Benefits and requirements may also vary by state. Additional limitations may apply based on age and underwriting.

⁷ The BenefitAccess Rider is an optional rider for chronic or terminal illness that accelerates the life insurance death benefit. It is not Long-Term Care (LTC) insurance. Benefits received under the rider will reduce and may deplete the death benefit. Electing the BenefitAccess Rider results in an additional charge and underwriting requirements. Some benefit payments may be subject to a fee. Other terms and conditions apply. Clients should consult their tax and legal advisors. The BenefitAccess Rider is an optional rider that accelerates the life insurance death benefit when the insured is terminally ill or is chronically ill as defined in the rider. It is not Long-Term Care (LTC) insurance. Benefits received under the rider will reduce and may deplete the death benefit. Electing the BenefitAccess Rider results in an additional charge and underwriting requirements. Some benefit payments may be subject to a fee. Other terms and conditions apply and can vary by state. Clients should consult their tax and legal advisors.

⁸ The Living Needs Benefit is an accelerated death benefit and is not a health, nursing home, or long-term care insurance benefit and is not designed to eliminate the need for insurance of these types. There is no charge for this rider but, when a claim is paid under this rider, the death benefit is reduced for early payment and a \$150 processing fee (\$100 in Florida) is deducted. If more than one policy is used for the claim, each policy will have a processing fee of up to \$150 (\$100 in Florida) deducted. Portions of the Living Needs Benefit payment may be taxable, and receiving an accelerated death benefit may affect eligibility for public assistance programs. The federal income tax treatment of payments made under this rider depends upon whether the insured is the recipient of the benefit and is considered “terminally ill” or “chronically ill” and, if the policy is business related, whether the insured is receiving the benefits. We suggest that clients seek assistance from a personal tax advisor regarding the implications of receiving Living Needs Benefit payments. This rider is not available in Minnesota to new purchasers over age 65 until the policy has been in force for one year, and the nursing home option is not available in California, Connecticut, Florida, Massachusetts, or the District of Columbia. This rider is not available in Washington State.

Fast Facts

MOMENTUM IUL

TRANSACTION CHARGES DEDUCTED FROM THE CONTRACT FUND

Premium Deposit Account

The Premium Deposit Account (PDA) is an optional feature that provides the client with an account (separate from the policy) that holds a single deposit to be used for annual premiums for the life insurance policy. This account earns fixed interest and provides the client with tax efficiencies, convenience, and predictability.

Interest will be earned on the PDA value at the PDA interest rate that is in effect on the date the single-sum payment into the PDA is received. This interest rate will be guaranteed for the duration of the agreement.

- ▶ The minimum required deposit amount is \$10,000 and the maximum is \$10,000,000.
- ▶ Policyowners can choose for premiums to be paid into the contract over 2 to 10 years.

It's important to explain the following facts about the PDA to clients and prospects:

- It is not a bank account and not insured by the Federal Deposit Insurance Corporation.
- It is an agreement outside of the life insurance policy.
- Credited interest is reportable as income. Any amount withdrawn from the PDA value to pay premiums is credited annual interest based on the number of days it was in the PDA before being withdrawn. The interest credited plus the amount withdrawn from the PDA equals the annual policy premium payment. Interest is never added to the PDA value.
- Commissions are paid as premiums are applied to the policy. There is no additional compensation paid for the PDA deposit.
- Not available if the owner is a Non-Resident Alien. Not available in Oregon and PA. Available as a rider in IL, IN, KS, MI, TN, TX, and WA. Available as a benefit in all other states.
- The PDA can be canceled at any time for a refund of the current PDA account value.

Please see the PDA agreement for more information on this option.

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