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BenefitAccess Rider

The **BenefitAccess Rider** (BenefitAccess or BAR) is an accelerated death benefit rider that advances up to 100% of the policy's death benefit. The death benefit can be accelerated in the event that the insured is certified as chronically ill by a licensed health care practitioner or terminally ill by a licensed physician, and otherwise qualifies under the terms of the rider. Accelerating the death benefit will reduce and may deplete the death benefit on the policy. BenefitAccess is not Long-Term Care (LTC) insurance, and it is not intended to replace LTC. The chronic illness option and the terminal illness option are described separately below. This rider is available only at issue for an additional premium and subject to additional underwriting. The rider is subject to state variations and may not be available in all states. The rider may also offer policyowners access to Concierge Care Services at no additional charge in some states, which can help reduce the challenges of finding care and preparing for the cost of care.

OVERALL RIDER INFORMATION		
Eligibility	 U.S. residents ages 20 to 80. Minimum basic insurance amount of \$100,000. Maximum basic insurance amount of \$5,000,000 (applies on an aggregate basis per insured individual, at the time of application). Maximum basic insurance amount if choosing the 4% Monthly Benefit option: \$500,000. Basic insurance underwriting rating of either: Table D or better. With a total flat extra rating not exceeding \$25 per \$1,000. Supplemental underwriting must be completed by the applicant. It is possible for an applicant to be approved for basic insurance coverage but ineligible for BenefitAccess coverage due to certain medical or occupational history. 	
Issuing the Rider	The rider is elected on the application for life insurance. A BenefitAccess Rider Disclosure form is required as part of the pre-issue process (ORD 115300-2017). If using the long-form application process, an additional BenefitAccess Rider Application Supplement must be completed and signed with the application. The supplement form is not product specific; there are several state variations. If BenefitAccess is requested on the application, an Rx check will be obtained and additional requirements may be necessary in some cases. It is possible for a client to be offered a life insurance policy but be declined for BenefitAccess.	
The Cost of the Rider	There is an additional charge for this rider that will increase the life insurance premium. The premium varies depending on the insured's age, gender, underwriting class, and Maximum Monthly Benefit option chosen at policy issue (2% or 4%).	
BenefitAccess State Availability	The rider is available in many states. You can check for the latest availability on PruXpress.	
Life Insurance Product Availability (only available at policy issuance)	This version of BAR is for use with the following products in all states, except CA: [PruLife Essential UL®], [PruLife® Founders Plus Indexed UL], [Prudential Momentum IUL SM], [Prudential FlexGuard® Life*], [VUL Protector®], and [PruLife® Custom Premier II].	

*Subject to state availability.

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FOR USE IN ALL STATES EXCEPT CA NOT FOR CONSUMER USE.

OVERALL RIDER INFORMATION (CONTINUED)		
Compatibility with Other Riders and Benefits	BenefitAccess may not be added to the same policy as Enhanced Disability Benefit or Living Needs Benefit sM .	
Cancellation	The benefit may be permanently removed from the policy at any time prior to claim at the policyowner's request and rider charges will cease. Once removed, it cannot be reattached to the policy.	
Tax-Qualified Status	Benefits paid under the BenefitAccess Rider are intended to be treated for federal tax purposes as accelerated life insurance death benefits under IRC §101(g)(1)(B). Accelerated death benefits that are paid from a life insurance contract are generally excludable from federal income tax as long as the insured satisfies the tax law definition of "terminally ill" or "chronically ill." Tax laws related to the receipt of accelerated death benefits are complex, and these benefits may be taxable in certain circumstances. Clients should consult with their personal tax advisors regarding the implications of receiving accelerated death benefit payments.	
Loans	If any loans are outstanding, a portion of each benefit payment is used to proportionately reduce the loans. Loans are available while receiving chronic illness benefits.	
Additional Restrictions	 If there is an assignee on the policy, the assignee must provide their consent in order to exercise the benefit. Rider may not be exercised if the insured individual is required by law to use the rider to meet the claims of creditors or is required by a government agency to use the rider to apply for, keep, or obtain a benefit or entitlement. The Maximum Total Benefit is subject to a \$5,000,000 limit for the initial face amount. This limit applies at the time of application and on an aggregate basis per insured individual, if insured under multiple policies. Note: the amount available for BAR acceleration is the death benefit amount at the time of claim and can exceed \$5,000,000 for those policies where the death benefit has grown higher than the initial face amount. Withdrawals are not permitted while on claim. 	
Medicare, Supplemental Security Income, and Medicaid	The mere fact that a client owns a policy with an accelerated benefit rider may affect eligibility for these government programs. In addition, exercising the option to accelerate death benefits and receiving those benefits before clients apply for these programs or while receiving government benefits may affect initial or continued eligibility under the programs. Many public assistance programs also vary by state. For example, each state's Medicaid program is different, even though they must operate within federal guidelines. Clients should consult a qualified advisor to determine how the rider will affect their initial or continued eligibility for public assistance programs. Clients should consult with their personal tax advisors regarding the implications of receiving accelerated death benefit payments.	

CHRONIC ILLNESS OPTION		
Qualification for Benefits	 Satisfactory evidence must be received, including certification from a licensed health care practitioner, that the insured is chronically ill. Chronically ill means that the insured: Is unable to perform at least two Activities of Daily Living (ADLs) without substantial assistance for a period of <u>at least 90 days;</u> OR Requires substantial supervision and protection from threats to health and safety due to a severe cognitive impairment. ADLs are basic activities that are used as a measurement of an individual's ability for self-care and to live independently without substantial assistance from another individual and include: Bathing Dressing Toileting Eating Continence 	
Use of Benefit	There are no restrictions on the use of benefits. Benefit proceeds can be used for any purpose. The benefit does not require submission of bills, receipts, or any evidence that qualified expenses have been incurred. Eligibility is based on certification of the insured's chronic illness condition and other terms of the rider being met.	
Benefit Payment Options	 Benefit payments are available as: Monthly payments Annual lump-sum payments Note: A discount factor is applied if an annual lump sum is elected. 	
Elimination/Eligibility Period	A 90-day elimination/eligibility period may be required before benefit payments can begin. The elimination/eligibility period is 90 consecutive calendar days and begins on the day Prudential receives written certification that the insured is chronically ill. When the elimination/eligibility period applies, benefit payments will begin on the monthly policy date following satisfaction of the elimination/eligibility period. An elimination/eligibility period will apply for all new claims, unless waived (see Waiver of Elimination/Eligibility Period).	
Concierge Care Services Subject to state availability	 Prudential offers Concierge Care Services to policyowners in approved states who purchase a life insurance policy with BAR attached. These services can help policyowners and invited members (e.g., family, caregivers, and friends): Find resources to plan for care and determine the cost of care. Identify care providers and care facilities in their area. Create a plan for care. 	
Waiver of Elimination/ Eligibility Period	The elimination/eligibility period will be waived if the insured is certified as chronically ill and not likely to recover from the chronic illness condition (and all other conditions of eligibility are met and Prudential approves the claim). When the elimination/ eligibility period is waived, benefit payments will begin as of the monthly policy date on or after the date that the claim is received in good order.	
Maximum Monthly Benefit	 The Maximum Monthly Benefit is the highest amount that can be accelerated each month. The Maximum Monthly Benefit is the lesser of A, B, and C, where: A) The Monthly Benefit Percentage chosen at the time of policy issue (2% or 4%) multiplied by the death benefit at the time of claim; or B) The monthly equivalent of the IRS per diem limit in effect at the time of claim; or C) The monthly equivalent of the IRS per diem limit in effect on the policy issue date, compounded annually at 4%.¹ 	

¹This amount may be adjusted for inflation by the IRS and will fluctuate according to the terms of the rider only if adjusted for inflation by the IRS subject to a maximum annual increase of 4%. The per diem amount is tied to the Internal Revenue Code and the amount may change every year.

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CHRONIC ILLNESS OPTION (CONTINUED)		
Maximum Monthly Benefit (continued)	 Additional Considerations: The IRS per diem limit for 2024 is \$410. The 4% Monthly Benefit Percentage is only available on policies that have a basic insurance amount that is less than or equal to \$500,000 and may not be available in all states. Please check PruXpress for information on state availability of this option. 	
Maximum Total Benefit	The death benefit of the policy at the time of initial claim.	
Impact of Claim	 If a client has a variable death benefit (Type B) or Return of Premium death benefit (Type C) at the time of claim, it will be switched to a fixed death benefit (Type A) and remain there while on claim and for the duration of the contract. The face amount at the time of claim will be fixed as well. At the time of claim, any balance in variable subaccounts must be transferred into a fixed account and must remain there while on claim. Monthly benefit payments reduce the death benefit dollar for dollar and reduce cash value proportionately. Withdrawals are not available while a policy is on claim. Clients may choose to make additional premium payments during a claim, but billing and drafting are discontinued while on claim. 	
Lapse Protection	 BenefitAccess includes a lapse protection feature that protects the policy from lapse for those clients who go on BenefitAccess claim: While on claim, the policy is protected from lapse through a waiver of policy and rider charges. Once a claim is approved and benefits begin, all policy and rider charges are waived. If the client comes off claim within 25 months of initial claim, policy charges will resume and the client may be required to pay premiums to prevent the policy from lapsing. If benefits are paid for at least 25 months (or the annual equivalent), all policy and rider charges will be permanently waived from that point forward, so the policy would be permanently protected from lapse (and client would not be required to pay premiums) even if the client comes off claim after that point. If at any time policy debt exceeds the cash value of the policy, the policy will enter default and could lapse unless an additional payment is made. 	
Benefit Year	 A benefit year is the 12-month period beginning on the date all conditions of eligibility have been met and a claim is approved. Once monthly payments begin, they will continue until: The date the policyowner requests that benefit payments stop; OR Annual recertification is not received or not approved. If annual recertification is received and approved within 90 days after the end of a preceding benefit year, a new benefit year will begin on the monthly policy date following receipt of recertification. Any requests for benefits received more than 90 days after the end of a benefit year will be treated as a new claim and an elimination/ eligibility period may apply, unless waived (see Waiver of Elimination/ Eligibility Period). 	
Additional Tax Considerations	Whether benefits are taxable will depend on the recipient's particular situation, including whether qualified expenses ² are incurred or reimbursed, and whether benefits are being received under similar contracts. Clients should consult a qualified tax advisor prior to purchasing the rider and electing to receive benefits.	

²Qualified expenses means costs incurred for the necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services needed by a chronically ill individual.

TERMINAL ILLNESS OPTION	
Terminal Illness Option	Provides for benefit if the insured becomes terminally ill and has a life expectancy of six months or less, certified by a licensed physician.
Benefit Amount	The benefit amount for the terminal illness benefit is the death benefit of the policy, adjusted by a discount factor. The amount paid to policyowners is reduced by the discount factor, which results in a net benefit that is generally between 90% and 95% of the death benefit.
	Proceeds are paid in a lump sum. A one-time partial lump sum is also available and is also adjusted by a discount factor. If the one-time partial lump-sum option is elected, the client can choose to accelerate any amount, as long as the remaining death benefit is at least \$25,000.
	The Terminal Illness Option is still available for clients who have exercised a chronic illness claim; however, once a terminal illness claim occurs, the Chronic Illness Option is no longer available.
Terminal IIIness Claim Requirements	A claim can be made by the policyowner if the insured is terminally ill and has a life expectancy of six months or less. Satisfactory evidence from the insured's physician must be provided.
Processing Fee	When a claim is paid for the Terminal Illness Option, a processing fee of up to \$150 (\$100 in FL) for the first policy and for each additional policy used for the same claim will be deducted (as well as a reduction for early payment).
Option to Make a Claim	If the insured becomes eligible for the benefit to be paid, the policyowner can decide to make a claim for the Terminal Illness Option or leave the policy intact.
	There is no restriction on the number of chronic illness claims allowed on a policy. If an initial claim is stopped, clients may restart claims at any time. Any subsequent claim request will require the insured to provide evidence of Qualification for Benefits.
Remaining Death Benefit	In most cases, if the maximum benefit amount is claimed, the policy will terminate. If a partial benefit payment is claimed, the life insurance policy can continue with a reduced death benefit and lower premiums. See the rider for any restrictions that apply to partial Terminal Illness Option claims.
	When only a portion of the option is elected, the insured's death benefit of the life insurance policy will be reduced proportionately and will continue to provide a reduced death benefit for the beneficiary. The premiums, values (including any contract fund values), and amount of insurance will be appropriately reduced.
Effect on Other Benefits (also applies to chronic illness)	In a full settlement, riders on lives other than the insured (i.e., Children's Protection Rider) are not included in the calculation and will remain in force with no further premium due. If a partial claim is paid, the premium, death benefit, contract fund, and outstanding loan amounts will be reduced, but benefits payable under an accidental death benefit rider or a rider on a life other than the insured are not impacted. If a partial terminal illness benefit is paid, the chronic illness benefit cannot be used.

If you have questions about the BenefitAccess Rider, talk to your Prudential representative or call **the National Sales Desk at 800-800-2738, option 1.**

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.

The BenefitAccess Rider may not cover all of the costs associated with chronic or terminal illness. The rider is a life insurance accelerated death benefit product, is generally not subject to health insurance requirements, and may not be available in all states.

PruLife Essential UL[®], PruLife[®] Founders Plus Indexed UL, Prudential Momentum IULSM, Prudential FlexGuard[®] Life, are issued by Pruco Life Insurance Company except in New York, where they are issued by Pruco Life Insurance Company of New Jersey. VUL Protector[®] is and PruLife[®] Custom Premier II, is are issued by Pruco Life Insurance Company in all states except New York, where it is issued by Pruco Life Insurance Company of New Jersey and offered through Pruco Securities, LLC (member SIPC). All are Prudential Financial companies located in Newark, NJ.

PruLife® Founders Plus Indexed UL and Prudential FlexGuard® Life are is not available in NY. Subject to state availability.

Long Term Care Group (LTCG) is an independent organization and is not an affiliate of Prudential Financial. LTCG is contracted to provide Concierge Care Services to Prudential policyowners. These services are not guaranteed, and you will be notified if they are changed or terminated.

Participation in Concierge Care Services is optional and neither you nor your invitees will ever be enrolled without consent. LTCG is solely liable for providing Concierge Care Services, and Prudential is not responsible for providing or failing to provide Concierge Care Services or for the negligent provision of Concierge Care Services by LTCG. Not available in NY.

For New York contracts: Please also note the rider is not subject to the minimum requirements of New York law, does not qualify for the New York State Long-Term Partnership Program, and is not a Medicare supplement policy. In addition, receiving accelerated death benefits may affect clients' eligibility for public assistance programs and such benefits may be taxable. Benefit payments may only be made if the payments are subject to favorable federal tax treatment. When determining whether the benefit payments will receive favorable tax treatment, the payment of benefits from all insurance policies must be considered. Accordingly, prior to applying for benefits, you should seek assistance from a qualified tax advisor.

Clients should consider the investment objectives, risks, and charges and expenses carefully before investing in the contract, and/or underlying portfolios. The prospectus and, if available, the summary prospectus contain this information as well as other important information. A copy of the prospectus(es) may be obtained from <u>Prudential.com</u>. Clients should read the prospectus carefully before investing.

It is possible to lose money by investing in securities.

All guarantees and benefits of the insurance policy are backed by the claims-paying ability of the issuing insurance company and do not apply to the underlying investment options. Policy guarantees and benefits are not backed by the broker-dealer and/or insurance agency selling the policy, nor by any of their affiliates, and none of them makes any representations or guarantees regarding the claims-paying ability of the issuing insurance company.

We do not provide tax, accounting, or legal advice. Clients should consult their own independent advisors as to any tax, accounting, or legal statements made herein.