

CLAIM FORM FOR REINSTATEMENT RELIEF

Class Settlement
[c/o Settlement Administrator]
Toll-Free Number: 1-855-915-0909
Email: info@LapsedPolicySettlement.com
Website: www.LapsedPolicySettlement.com

TO BE CONSIDERED FOR REINSTATEMENT RELIEF IN CONNECTION WITH THE PROPOSED SETTLEMENT, YOU MUST COMPLETE AND SIGN THIS CLAIM FORM. YOU MAY ALSO USE THIS CLAIM FORM FOR BASIC RELIEF.

This Claim Form is for Policyowners of a Class Policy that lapsed for a final time during the Class Period (between July 18, 2013 and November 26, 2019) and has not been reinstated to date, where there is at least one living insured.

Do not use this Claim Form if the insured(s) on the Class Policy is (are) deceased. A different Claim Form, and different Settlement relief, is available if the insured(s) is (are) no longer alive. You may obtain the appropriate Claim Form either by contacting the Claims Administrator or by electronically submitting or downloading the Claim Form found on the claims administration website at www.LapsedPolicySettlement.com.

YOU MAY SUBMIT THIS FORM ELECTRONICALLY ON THE CLAIMS ADMINISTRATION WEBSITE AT www.LapsedPolicySettlement.com **BY 11:59 P.M. PST on March 31, 2020**; OR MAIL IT TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, **POSTMARKED NO LATER THAN March 31, 2020.**

IF YOUR CLAIM IS NOT SUBMITTED OR MAILED BY THE ABOVE DATE, YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN ANY SETTLEMENT RELIEF PROVIDED BY THE PROPOSED SETTLEMENT. WHETHER OR NOT YOU SUBMIT A CLAIM, IF YOU HAVE NOT REQUESTED TO BE EXCLUDED FROM THE CLASS, YOU WILL BE BOUND BY THE RELEASES IN THE SETTLEMENT AGREEMENT INCLUDING THE COVENANT NOT TO SUE. ALL CLASS MEMBERS ARE BOUND BY THE ORDERS OF THE COURT.

PLEASE READ

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL OR BY EMAIL, IF YOU HAVE PROVIDED AN EMAIL ADDRESS, WITHIN 10 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT WITHIN 10 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-855-915-0909.

DO NOT MAIL OR DELIVER YOUR CLAIM FORM TO THE COURT, THE PARTIES TO THIS ACTION, OR THEIR COUNSEL. SUBMIT YOUR CLAIM FORM ONLY TO THE CLAIMS ADMINISTRATOR, AS SET FORTH BELOW.

PLEASE KEEP A COPY OF THIS COMPLETED FORM FOR YOUR RECORDS.

<u>TABLE OF CONTENTS</u>	<u>PAGE #</u>
PART I – GENERAL INSTRUCTIONS	2
PART II – CLAIMANT IDENTIFICATION	4
PART III – REQUEST FOR REINSTATEMENT OR BASIC RELIEF	5

PART I – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Class Notice posted on the Settlement Website (the “Class Notice” or “Notice”) along with this Claim Form. The Class Notice includes the definition of the Settlement Class, describes the various forms of relief that are offered by the Proposed Settlement to Authorized Claimants, and explains how the Settlement Class is affected by the Proposed Settlement and the manner in which Settlement Class Members may participate. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you certify that you have read and that you understand the Class Notice, including the terms of the Releases described in the Class Notice.

2. By submitting this Claim Form, you are certifying that you were the Policyowner of a universal life or variable universal life insurance policy issued by Prudential (including Pruco Life Insurance Company, The Prudential Insurance Company of America, or Pruco Life Insurance Company of New Jersey) that lapsed between July 18, 2013 and November 26, 2019. If you do not meet this description, please do not submit this Claim Form for Reinstatement Relief.

3. After submission of your Claim, the Claims Administrator will determine if you are a Class Member, and an Authorized Claimant for Reinstatement Relief.

The Settlement Class is defined as:

All Policyowners of Class Policies and, where all Policyowners and insureds of a Class Policy are deceased, then also any designated beneficiary(ies) of that Class Policy at the time of final lapse.

Class Policies include all individual universal life or variable universal life insurance policies issued by a Defendant as to which Guaranteed Charges were applicable to the calculation of the deficiency and/or reinstatement amount, and which policy either entered into default or lapsed between July 18, 2013, and the date of Preliminary Approval, or which had default cured or was reinstated on or after July 18, 2013, and remains in force on the date of Preliminary Approval.

4. If the Claims Administrator determines that you are not a Settlement Class Member, **you may not, directly or indirectly, participate in the Settlement and any Claim Form that you submit, or that may be submitted on your behalf, will not be accepted.** Even if you are not a Settlement Class Member, if you have a connection to a Class Policy, you may still be bound by the orders of this Court.

5. If you submitted a request for exclusion from the Class, submission of this Claim Form will supersede your request to be excluded. That means you will now be bound by the terms of the Settlement.

6. By submitting this Claim Form, you are requesting Reinstatement Relief for the Lapsed/Alive Population which allows Class Policies to be reinstated without underwriting. You may qualify for Reinstatement Relief if Prudential requested payments on your Prudential policy when it defaulted and/or to reinstate that equaled more than three months’ premium at then Current Rates, plus applicable loads or fees. Current Rates mean the monthly cost of insurance rate applicable to the policy. You will not qualify for Reinstatement Relief if certain Gating Rules described in the Settlement Agreement apply to you. If a Gating Rule applies, your policy may still be eligible for Basic Relief of \$250.

7. Submission of this Claim Form does not guarantee that you will receive Reinstatement Relief, Basic Relief, or any relief at all. The procedures for the determination of your Claim are set forth in the Proposed Settlement and Exhibit.

8. Please be aware that if your Claim to reinstate your Class Policy is approved, you are required to pay the Reinstatement Amount required in order to reinstate the Class Policy, and to thereafter pay amounts required to keep the Reinstated Class Policy in force. You are not required to pay amounts that would have been required to keep the policy in force from the date of lapse to the date of reinstatement. Your obligations and other information regarding Reinstatement Relief are provided in the Notice and the Settlement Agreement. After your Claim is evaluated and approved, you will be provided information in order to finalize your Reinstated Class Policy. If at any point you choose not to proceed with reinstatement, your Claim will be considered one for Basic Relief.

9. All Policyowners must sign this Claim Form and their names must appear as “Claimants” in Part II of this Claim Form.

10. If the Court approves the Proposed Settlement, all relief determined as part of the claims process will be provided to Claimants pursuant to the Settlement Agreement after any appeals are resolved, and after the completion of claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

11. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, at the below address, by email at info@LapsedPolicySettlement.com, by toll-free phone at 1-855-915-0909, or you can visit the Settlement website, www.LapsedPolicySettlement.com, where copies of the Claim Form and Notice are available.

IMPORTANT: You are required to submit true and correct information when completing the Claim Form. This includes any attestations and warranties regarding or supporting reinstatement of your Class Policy with Prudential. **DO NOT MAKE ANY CHANGES TO THIS FORM. Failure to provide true and correct information can result in denial of your Claim under the Settlement; or if your Class Policy is reinstated, Prudential terminating coverage and denying any policy benefits and taking any other action that may be appropriate.**

PART II – CLAIMANT IDENTIFICATION

Please complete this PART II in its entirety. The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing using the contact information above.

Policyowner’s Name:

MI:

Last Name:

Joint Owner’s Name (if any):

MI:

Last Name:

Policyowner’s Current Street Address:

City:

State:

ZIP Code:

Country:

Telephone Number (Daytime):

Telephone Number (Evening):

If you provide a mobile phone number you are authorizing the Claims Administrator to contact you on your mobile phone and agree to pay any charges associated with calls to your mobile phone.

Email Address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this Claim.)

Policy Number (if available):

ATTESTATIONS AND WARRANTIES

You are eligible for Reinstatement Relief only if you can attest and warrant to the truth of each of the following statements, and you do so by your initials and signature below. **IF ANY OF THESE STATEMENTS ARE NOT TRUE AS TO YOU, DO NOT INITIAL THAT STATEMENT.** Do not make any changes to the form.

If you do not want to reinstate your policy, or if you cannot truthfully attest to any of the statements below, you may still submit this Claim Form to request the Basic Relief alternative by initialing where indicated for Basic Relief following the statements below.

- a. **No Prior Decision to Discontinue Policy.** I (we) did not make a deliberate decision, prior to default, to discontinue the policy for any reason. [Claimant(s) initials]

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- b. **Amount Requested by Prudential Directly Impacted Policy Lapse.** If Prudential had requested payment of a lower amount in order to cure the default or reinstate the policy, that was equal to no more than three months of premium based on Current Charges plus required loads/administrative fees, I (we) would have paid that amount and kept the Class Policy in force. [Claimant(s) initials]

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- c. **No Replacement/Purchase of Other Insurance.** I (we) did not purchase other insurance to replace the face amount of the Class Policy with any other life insurance prior to notice of final default; nor did I (we) purchase other insurance to replace the face amount of the Class Policy with any other life insurance in an amount equal to or more than 50% of the face amount of the policy, after default and before the policy lapsed. [Claimant(s) initials]

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- d. **Owner After Final Lapse.** I (we) am (are) not, nor is any insured or Policyowner of the Class Policy, a life settlement company, investor, or other person or entity who acquired the Class Policy (or any right to the Class Policy) after final lapse without having any familial or employment relationship with the person whose life is insured by the Class Policy. [Claimant(s) initials]

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- e. **No Present Intent to Sell/Transfer to Third Party.** I (we) represent that if the policy is reinstated under the Settlement, I (we) have no present intent to sell or transfer the policy (or any interest in the policy benefits, either directly as an owner or named beneficiary or indirectly as a beneficiary or owner of a trust or other entity) to a life settlement company or other investor or individual or entity with whom I (we) have no familial or employment relationship. [Claimant(s) initials]

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- f. **Insured is Alive.** I (we) represent that at least one insured on the policy is currently living as of the date of the Claim. [Claimant(s) initials]

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- g. **Claimant Entitled to Act.** I (we) am (are) (a) Policyowner(s) and have the right to act with respect to the Class Policy, and assume all responsibility for the liability that may result from filing a Claim in the event that anyone else asserts ownership of the Class Policy or files a claim on the same Class Policy. [Claimant(s) initials]

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h. Continuing Attestations and Warranties. I (we) understand that these statements are continuing and that I (we) have an obligation to notify the Claims Administrator while the Claim is pending if any statement I (we) have made is not or no longer true. [Claimant(s) initials]

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OR ALTERNATIVE RELIEF:

Basic Relief alternative: I (we) do not want to reinstate the policy and instead seek only the Basic Relief of \$250 provided by the Settlement. [Claimant(s) initials]

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By signing this Claim Form, I (we) swear to the truth of the statements contained herein and the genuineness of and completeness of the information provided in the submission of this Claim, subject to penalties of perjury under the laws of the United States of America. I (we) understand that the making of false statements may result in the rejection of this Claim; or if the policy is reinstated, termination of the policy and denial of any benefits under the policy; it may further subject me (us) to civil liability or criminal prosecution.

I (we) understand that if I (we) did not initial one or more of the attestations and warranties above (or made any changes thereto) that I (we) will still be a Settlement Class Member and that I (we) will be eligible to receive only Basic Relief.

I (we) hereby acknowledge that, pursuant to the terms set forth in the Settlement, I (we) am (are) bound by all provisions of the Settlement and all orders of the Court including without limitation the Release and Covenant Not to Sue.

I (we) acknowledge that the decision to participate in the Settlement was mine (ours). It was not made based upon advice from Prudential or anyone acting on its behalf, or at the direction or counsel of any Party.

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Claimant(s) Signature(s):

Date:

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Claimant(s) Signature(s):

Date:

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AUTHORIZATION TO RELEASE INFORMATION

By signing below, I (we) authorize any insurance company or producer and the Medical Information Bureau, Inc. (“MIB”), to give information about me (us) to the Claims Administrator, Prudential, and/or its authorized agents to determine information related to my Claim for Settlement relief.

I (we) further acknowledge and agree that Defendants will be providing Prudential Records, including Class Policy records, for each Settlement Class Member and each insured on a Class Policy to the Claims Administrator. I (we) acknowledge and agree that the Prudential Records are likely to include personal information, and may include Social Security numbers, individually identifiable health information, policy information, and financial information, among other things. I (we) request that the Claims Administrator review the Prudential Records in order to adjudicate my (our) Claim(s). I (we) understand that the Settlement provides that all Prudential Records held by the Claims Administrator shall be confidential and shall not be subject to publication or disclosure by the Claims Administrator. I (we) understand that no person other than the Parties, their attorneys (including their consultants and experts who are bound by a Protective Order in the Action), the Claims Administrator, the Special Master, and the Court shall be permitted to obtain or review any Claim Form, or any decision of the Claims Administrator with respect to accepting or rejecting any Claim, except as provided for in the Settlement Agreement or upon Court Order for good cause shown.

Claimant(s) Signature(s):

Date:

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Claimant(s) Signature(s):

Date:

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If the Claimant *is not* the insured, all living insureds on the policy must also sign this Authorization to Release Information.

Insured(s) (if not a Claimant) Signature(s):

Date:

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Insured(s) (if not a Claimant) Signature(s):

Date:

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REMINDER CHECKLIST

1. Sign the above Release and Certification. If this Claim Form is being made on behalf of Joint Claimants/Joint Policyowners, then both must sign.
2. Review your responses to the Claim Form for accuracy.
3. Keep copies of the completed Claim Form for your own records.
4. The Claims Administrator will acknowledge receipt of your Claim Form by mail, or email if you provided an email address, within 10 days. Your Claim is not deemed filed until you receive an acknowledgement. **(If you do not receive an acknowledgement within 10 days, please contact the Claims Administrator as provided below.)**
5. If your address changes, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator. If any of your responses to the Certifications you provided change, you must inform the Claims Administrator.
6. If you have any questions or concerns regarding your Claim, please contact the Claims Administrator at the address below, by email at info@LapsedPolicySettlement.com, by toll-free phone at 1-855-915-0909, or you may visit www.LapsedPolicySettlement.com. **DO NOT** call Prudential or its counsel with questions regarding your Claim.

THIS CLAIM FORM MUST EITHER BE ELECTRONICALLY SUBMITTED ON THE CLAIMS ADMINISTRATION WEBSITE AT www.LapsedPolicySettlement.com **BY March 31, 2020**; OR BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, **POSTMARKED NO LATER THAN March 31, 2020**, ADDRESSED AS FOLLOWS:

Prudential Class Settlement
c/o Claims Administrator
P.O. Box 6869
Portland, OR 97228-6869

A Claim Form received by the Claims Administrator shall be deemed to have been submitted on the date it is postmarked, if a postmark date is indicated on the envelope and it is mailed First-Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.