

*SERFF Tracking Number:* PRUD-125913809      *State:* Arkansas  
*Filing Company:* Pruco Life Insurance Company      *State Tracking Number:* 40977  
*Company Tracking Number:* P-RID-HD7(2/09)  
*TOI:* A02.1G Group Annuities - Deferred Non-Variable and Variable      *Sub-TOI:* A02.1G.002 Flexible Premium  
*Product Name:* P-RID-HD7(2/09)  
*Project Name/Number:* P-RID-HD7(2/09)/P-RID-HD7(2/09)

## Filing at a Glance

Company: Pruco Life Insurance Company

Product Name: P-RID-HD7(2/09)

TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable

Sub-TOI: A02.1G.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: PRUD-125913809 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 40977

Co Tr Num: P-RID-HD7(2/09)

State Status: Approved-Closed

Co Status: IFSA

Reviewer(s): Linda Bird

Authors: John Witteman, Anthony Pereira, Carolyn Cargnel, Pamela Bonaparte-Golding

Disposition Date: 12/02/2008

Date Submitted: 11/24/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: P-RID-HD7(2/09)

Project Number: P-RID-HD7(2/09)

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: The Enclosed forms have not been submitted to our Home State, Arizona, as they are exempt pursuant to Arizona Revised statutes, Section 20-1110.F and the Exemptive Order dated October 22, 2003.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 12/02/2008

State Status Changed: 12/02/2008

Corresponding Filing Tracking Number:

Market Type: Group

Group Market Size: Large

Group Market Type: Discretionary

Deemer Date:

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Filing Description:

VIA SERFF

November 20, 2008

Honorable Julia Benafield Bowman, Insurance Commissioner

Life and Health Division

Arkansas Insurance Department

1200 West Third Street

Little Rock, AR 72201

Attn: Claudia Meeks, Rates and Form Filings

RE: Pruco Life Insurance Company ("Pruco," "we," "us")

NAIC #79227

FEIN # 22-1944557

Forms Submitted for Approval:

Rider Form P-RID-HD7 (2/09), Schedule Supplement Form P-SCH-HD7(2/09)

Rider Form P-RID-HD7-DB(2/09), Schedule Supplement Form P-SCH-HD7-DB(2/09)

Rider Form P-RID-HD7-LIA(2/09), Schedule Supplement Form P-SCH-HD7-LIA(2/09)

Dear Ms. Meeks:

Pruco respectfully submits the referenced forms for your approval. Once your Department approves this filing, these forms will be offered as optional benefits for any new and existing annuity business (that has received your Department's prior approval) in a non-discriminatory fashion.

Forms P-RID-HD7(2/09) and P-SCH-HD7(2/09) are similar to prior filed Forms P-RID-HD7(1/08), P-SCH-HD7(1/08) that were approved by your Department on November 29, 2007 SERFF Tracking Number PRUD-125356407. We have updated the prior approved forms for new business issue. Just as in the prior approved rider forms, the Rider we are filing makes provision for guaranteed minimum payments for the lifetime of a single Designated or Spousal Designated Lives, defined in the Rider. A "Protected Withdrawal Value" is used to calculate the initial annual income amount. As in

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the prior approved versions, this Rider will make use of a transfer formula to monitor investment performance and move funds between the investment options selected by the owner and a transfer account to mitigate the risks borne by the company associated with the optional rider's guarantees. The main differences between the forms that received prior approval and the forms being submitted now are: (1) the new forms offer a one-time Non-Lifetime Withdrawal where an annuity owner may request a withdrawal that will not result in the calculation of the Initial Annual Income Amount; (2) the addition of a Target Anniversary Date of the Effective Date of the Rider on which the Periodic Value may be increased if no prior Lifetime Withdrawals have been taken; and (3) the Transfer Calculation Formula is updated to indicate a maximum amount of Account Value that can be transferred into the Transfer Account.

Forms P-RID-HD7-DB(2/09) and P-SCH-HD7-DB(2/09) are similar to prior filed Forms P-RID-HD7-DB(7/08) and P-SCH-HD7-DB(7/08) that were approved by your Department on May 2, 2008, SERFF Tracking No. PRUD-12562324. We have updated the prior approved forms for new business issue. Just as in the prior approved rider forms, the Rider we are filing makes provision for guaranteed minimum payments for the lifetime of a single Designated or Spousal Designated Lives, defined in the Rider. A "Protected Withdrawal Value" is used to calculate the initial annual income amount and the forms offer a death benefit, that is payable upon the death of the single Designated Life or second death of Spousal Designated Lives.

As in the prior approved versions, this Rider will make use of a transfer formula to monitor investment performance and move funds between the investment options selected by the owner and a transfer account to mitigate the risks borne by the company associated with the optional rider's guarantees. The same three changes described above with respect to form P-RID-HD7(2/09) and P-SCH-HD7(2/09) are proposed for this benefit as well.

Forms P-RID-HD7-LIA(2/09) and P-SCH-HD7-LIA(2/09) are similar to prior filed Forms P-RID-HD7-LIA(7/08) and P-SCH-HD7-LIA(7/08) that were approved by your Department on May 7, 2008, PRUD-125631808. We have updated the prior approved forms for new business issue. Just as in the prior approved rider forms, the Rider we are filing makes provision for guaranteed minimum payments for the lifetime of a single Designated, defined in the Rider. A "Protected Withdrawal Value" is used to calculate the initial annual income amount and the form makes provision for an increased guaranteed minimum payment benefit referred to as the Lifetime Income Accelerator ("LIA"). As in the prior approved versions, this Rider will make use of a transfer formula to monitor investment performance and move funds between the investment options selected by the owner and a transfer account to mitigate the risks borne by the company associated





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Company Tracking Number:	P-RID-HD7(2/09)		
TOI:	A02.1G Group Annuities - Deferred Non-Variable and Variable	Sub-TOI:	A02.1G.002 Flexible Premium
Product Name:	P-RID-HD7(2/09)		
Project Name/Number:	P-RID-HD7(2/09)/P-RID-HD7(2/09)		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/02/2008	12/02/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Highest Daily Form Life Time 7 Benefit Rider		Anthony Pereira	12/01/2008	12/01/2008
Highest Daily Form Life Time 7 Benefit Rider With Beneficiary Income Option		Anthony Pereira	12/01/2008	12/01/2008
Highest Daily Form Lifetime 7 Benefit Rider with Lifetime Income Accelerator		Anthony Pereira	12/01/2008	12/01/2008

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Variable and Variable  
*Product Name:* P-RID-HD7(2/09)  
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## **Disposition**

Disposition Date: 12/02/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Project Name/Number: P-RID-HD7(2/09)/P-RID-HD7(2/09)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Ar. Filing Fee Form		Yes
Form (revised)	Highest Daily Life Time 7 Benefit Rider		Yes
Form	Highest Daily Life Time 7 Benefit Rider	Replaced	Yes
Form	Schedule Supplement		Yes
Form (revised)	Highest Daily Life Time 7 Benefit Rider With Beneficiary Income Option		Yes
Form	Highest Daily Life Time 7 Benefit Rider With Beneficiary Income Option	Replaced	Yes
Form	Schedule Supplement		Yes
Form (revised)	Highest Daily Lifetime 7 Benefit Rider with Lifetime Income Accelerator		Yes
Form	Highest Daily Lifetime 7 Benefit Rider with Lifetime Income Accelerator	Replaced	Yes
Form	Schedule Supplement		Yes

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**Amendment Letter**

Amendment Date:  
 Submitted Date: 12/01/2008

**Comments:**

Revised Rider Forms

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
P-RID-HD7(2/09)	Policy/Contr act/Fraternal	Highest Daily Life Certificate: Time 7	Initial				0	P-RID-HD7(2-09).pdf
		Amendment, Benefit Rider Insert						
		Page, Endorsement or Rider						

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
P-RID-HD7-DB(2/09)	Policy/Contr act/Fraternal	Highest Daily Life Certificate: Time 7	Initial				0	P-RID-HD7-DB(2-09).pdf
		Amendment, Benefit Rider Insert						
		Page, Endorsement or Rider						
		With Beneficiary Income Option						

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
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## Form Schedule

Lead Form Number: P-RID-HD7(2/09)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P-RID-HD7(2/09)	Policy/Cont	Highest Daily Life ract/Fratern Time 7 Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	P-RID-HD7(2-09).pdf
	P-SCH-HD7(2/09)	Schedule Pages	Schedule Supplement	Initial		0	P-SCH-HD7_2-09_.pdf
	P-RID-HD7-DB(2/09)	Policy/Cont	Highest Daily Life ract/Fratern Time 7 Benefit Rider al With Beneficiary Certificate: Income Option Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	P-RID-HD7-DB(2-09).pdf
	P-SCH-HD7-DB(2/09)	Schedule Pages	Schedule Supplement	Initial		0	P-SCH-HD7-DB_2-09_.pdf
	P-RID-HD7-LIA(2/09)	Policy/Cont	Highest Daily ract/Fratern Lifetime 7 Benefit al Rider with Lifetime Certificate: Income Accelerator Amendmen t, Insert Page,	Initial		0	P-RID-HD7-LIA(2-09).pdf

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P-SCH- HD7- LIA(2/09)	Schedule Pages	Schedule Supplement	Initial	0	P-SCH-HD7- LIA_2-09_.pdf
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**PRUCO LIFE INSURANCE COMPANY**  
**2999 NORTH 44<sup>TH</sup> STREET, SUITE 250**  
**PHOENIX, AZ 85014**

**HIGHEST DAILY LIFETIME 7 PLUS BENEFIT RIDER**

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in your Annuity, except as may be provided below.

This Rider makes provision for guaranteed minimum payments for the lifetime of a single Designated Life or Spousal Designated Lives (defined below). In addition, this Rider makes provision for a Guaranteed Minimum Account Value Credit ("GMAVC") if you meet certain requirements. These provisions are described below. The benefits under this Rider continue until and unless the benefits terminate as described below in "Termination of Benefits." If your Account Value is depleted (reduced to zero) and there are any remaining values, we pay a remaining value as guarantee payments ("Guarantee Payments").

**Definitions:** For purposes of this Rider, the following definitions apply:

**Account Value:** The definition of "Account Value" in your Annuity also includes the value of the Transfer Account.

**Adjusted Purchase Payments:** Purchase Payments increased by any Credits applied to your Account Value in relation to Purchase Payments and decreased by any charges deducted from such Purchase Payments.

**Benefit Quarter:** A three month period beginning on the Effective Date and each three-month anniversary of the Effective Date, and ending on the last day of that three-month period.

**Benefit Year:** A year beginning on the Effective Date and on each anniversary of the Effective Date.

**Designated Life/Lives:** The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Schedule Supplement.

**Effective Date:** The Effective Date of this Rider is shown in the Schedule Supplement.

**First Death:** The death of the first of the Spousal Designated Lives to die.

**Guaranteed Base Value:** The Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

**In Writing:** This term may be referred to as "Good Order" in your Annuity.

**Lifetime Withdrawal:** Any withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

**Non-Lifetime Withdrawal:** A withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the Initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Annuity's Minimum Surrender Value After Withdrawal provisions.

**Owner/Participant:** The term "Owner" may be referred to as "Participant" in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

**Spouse:** An individual whom we believe would be recognized as a spouse under federal law.

**Target Anniversary Date:** An anniversary of the Effective Date specified in the Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made prior to that date.

**Tenth Anniversary Date:** The tenth anniversary of the Effective Date.

**Transfer Account:** Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Schedule Supplement.

**Transfer Calculation Formula:** A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Schedule Supplement.

Other capitalized terms in this Rider are either defined in the Rider or in your Annuity.

**Owner, Annuitant and Beneficiary Designations:** For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For a single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life. If the Owner is an entity that we permit, the Annuitant must be the Designated Life. You may not name a Co-Owner if a single Designated Life is listed in the Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouses at the time this Rider is elected and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If a Co-Owner is named, he/she must be the other Spousal Designated Life. No additional Co-Owners may be named. While both Spousal Designated Lives are alive, each Co-Owner must be designated as the other Co-Owner's primary Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the surviving Designated Life after the First Death.

While this Rider is in effect, the single Designated Life/Spousal Designated Lives may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider terminating at the First Death.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Schedule Supplement.

**Annual Income Amount:** We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount ("Annual Income Amount") as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date.

If you have elected this benefit with Spousal Designated Lives, and one of the Designated Lives is removed for any reason (divorce, death, etc.), we will continue to use the date of birth of the younger of both those Spousal Designated Lives for purposes of calculating the applicable Annual Income Percentage.

**Protected Withdrawal Value:** The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or a Periodic Value Cut-off Date, if any, shown in the Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-off Date, is equal to the greater of:

- (1) the Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Account Value upon any Step Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" provision for details.

**Periodic Value:** The Periodic Value initially is equal to the Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-off Date (adjusted for any Non-Lifetime Withdrawal described below), we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding business day (the "Prior Valuation Day") appreciated at the daily equivalent of the Roll-Up Rate indicated in the Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken prior to the Target Anniversary Date, the sum of:
  - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the Schedule Supplement and
  - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made after one year following the Effective Date up to the Current Valuation Day.

**Impact of Lifetime Withdrawals:** Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income ("Excess Income"). Each withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year's Annual Income Amount reduces the Annual Income Amount proportionately. Each proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the withdrawal of any Annual Income Amount and prior to the withdrawal of the Excess Income (even if both withdrawals occurred in the same day or as one withdrawal request). Each withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No GMAVC, as described below, will be applied if any Lifetime Withdrawal is taken prior to the Tenth Anniversary Date. No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount, even if the total amount of such withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as withdrawals of Purchase Payments. Each withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

**Withdrawal Flexibility:** Lifetime Withdrawals are not required. However, the Annual Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount.

**Impact of a Non-Lifetime Withdrawal:** A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that withdrawal amount represents of the Account Value prior to the withdrawal. These guarantees are the Guaranteed Base Value, the Protected Withdrawal Value, the Guaranteed Minimum Account Value Credit and all future applicable periodic value guarantees at the Target Anniversary Date shown in the Schedule Supplement.

**Additional Purchase Payment(s) after your First Withdrawal:** If your Annuity permits additional Purchase Payments, then, before your Account Value is depleted, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

**Purchase Payment(s) Limitation:** If your Annuity permits additional Purchase Payments, we may limit any additional Purchase Payment(s) if we determine that as a result of the timing and amounts of your additional Purchase Payments and withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class in a nondiscriminatory manner.

**Required Minimum Distributions:** If: (1) any Required Minimum Distributions are made in any Annuity Year from your Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount, then, such distributions of the difference of the Annual Income Amount and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income

for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of your Annuity, and do not include the value of any other accounts subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from your Annuity; therefore, no GMAVC, as described below, will be applied if such withdrawal is made prior to the Tenth Anniversary Date.

**Step-Ups:** We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of your Annuity after the first Lifetime Withdrawal subsequent to the Effective Date, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Schedule Supplement to the highest daily Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of your Annuity, whichever is later)), adjusted for any withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, at the time the step-up occurs.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us In Writing if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us in Good Order. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

**Guaranteed Minimum Account Value Credit ("GMAVC"):** The GMAVC is equal to the difference between (a) the Guaranteed Base Value and (b) the Account Value on the Tenth Anniversary Date. We will apply a GMAVC to your Account Value if on the Tenth Anniversary Date: (1) you have not made any Lifetime Withdrawals; and (2) the GMAVC is greater than zero.

If you have taken a Non-Lifetime Withdrawal prior to the Tenth Anniversary Date, we will reduce the Guaranteed Base Value by the same ratio as the amount of the Non-Lifetime Withdrawal to the Account Value prior to the withdrawal.

The GMAVC will be allocated among the elected Sub-accounts and the Transfer Account in the same proportion that each bears to your total Account Value immediately prior to the application of the GMAVC.

The GMAVC will not be considered a Purchase Payment for any purpose, including, but not limited to, determining the amount of any death benefit or the value of any optional benefit. However, because the GMAVC will be added to the Account Value, the GMAVC will be subject to each charge under the Annuity that is based on Account Value.

**Guarantee Payments:** Once your Account Value is depleted, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the single Designated Life or the second of the Spousal Designated Lives to die (or upon the simultaneous deaths of both Spousal Designated Lives), as applicable, as long as the Spousal Designated Lives were Spouses at the time of the First Death. In the Annuity Year in which your Account Value is depleted, the only Guarantee Payment due, if any, generally equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Account Value is depleted.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living, or a fixed, single life annuity if only one of the Spousal Designated Lives is living or if this Rider was issued with a single Designated Life. We use the same basis that is used to calculate the guaranteed annuity rates in your Annuity.

**Annuity Payments:** If annuity payments are to begin under the terms of your Annuity, you can elect to either:

- (1) apply your Account Value to any annuity option available in the Annuity Payments section of your Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will continue to make such payments until the death of the single Designated Life or, as applicable, the death of the second Spousal Designated Life as long as the Spousal Designated Lives were Spouses at the time of the First Death. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

We must receive your request at our Office in Good Order. If annuity payments are to begin under the terms of your Annuity and you have not made an election, we will make annual annuity payments as a joint and last survivor fixed annuity or as a single life fixed annuity, as applicable, each with ten payments certain using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in your Annuity. The annual guaranteed annuity rates for a joint and last survivor fixed annuity and a single life fixed annuity, each with ten payments certain are shown in the Annuity Payment Table in the Schedule Supplement.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in your Annuity; and
- (2) the Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform with applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Account Value in order to begin annuity payments.

**Death of a Designated Life under this Rider:** Please also refer to the "Termination of Benefits" provision below.

**Death of the Single Designated Life:** If this Rider was issued with a single Designated Life and such person dies, this Rider terminates and the death benefit provisions of your Annuity apply.

**Death of the First of the Spousal Designated Lives and Spousal Continuation:** For purposes of this Rider the “Spousal Continuation” provision of your Annuity is supplemented as follows:

- Upon the First Death, if a death benefit would be payable under the Annuity, and the surviving Designated Life chooses to continue the Annuity, this Rider remains in force unless we are instructed otherwise. We will not transfer any amounts to the money market Sub-account upon receipt of due proof of the decedent’s death in connection with this Rider. The Account Value will remain allocated among the elected investment options and the Transfer Account for this Rider (see the “Investment Limitations” provision below).
- Upon the First Death, if a death benefit would be payable under the Annuity, and a Spouse who chooses to continue the Annuity is not a Designated Life, this Rider terminates. Refer to the “Termination of Benefits” provision below.
- Upon the First Death, if a death benefit would be payable under the Annuity, and the Annuity is not continued according to the Spousal Continuation provision of the Annuity, the death benefit will be paid under the terms of your Annuity, and the Rider terminates as of the date we receive due proof of death in Good Order.
- Upon the First Death, if a death benefit is not payable under the Annuity (e.g., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), the Rider will continue.

**Death of the Second of the Spousal Designated Lives:** If this Rider was issued with Spousal Designated Lives and the second Spousal Designated Life dies, this Rider terminates and the death benefit provisions of your Annuity apply.

**Misstatement of Age or Sex:** For purposes of this Rider, the following sentence is added to the section in your Annuity entitled “Misstatement of Age or Sex”:

If there has been a misstatement of the age and/or sex of a single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

**Minimum Surrender Value:** Any provision in your Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

**Investment Limitations:** While this Rider is in effect, your entire Account Value must be allocated to only those investment options we permit, except as required under the conditions set out in the “Transfers to and from the Transfer Account” section below. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited investment options, changing the extent to which Account Value may be allocated to an investment option, and changing elected investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers made during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. All transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

**Transfer Account:** We monitor the investment performance of your Account Value each Valuation Day to determine if we need to transfer any portion of your Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Account Value to or from the Transfer

Account, and we only maintain Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

**Transfers to and from the Transfer Account:** On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and in the event that the Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken on a last in first out basis from the elected Fixed Rate Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

**Withdrawals:** Any withdrawals from your Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected Fixed Rate Options and the Transfer Account.

**Charge for the Rider:** The charge for this Rider depends on whether you have named a single Designated Life or Spousal Designated Lives. The charge is assessed on the last day of each Benefit Quarter, and is applied to the greater of the Account Value or the Protected Withdrawal Value calculated on the Valuation Day prior to the last day of each Benefit Quarter at the quarterly equivalent of the applicable annual rate. On the Effective Date, the applicable rate(s) is as shown in the Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account, elected Fixed Rate Option and the Transfer Account, to the extent to which the Account Value in your Annuity is allocated to any of them, until the Account Value equals zero or this Rider terminates. If the charge to be deducted exceeds the Account Value at that time, we will reduce the Account Value to zero and this Rider will continue pursuant to the "Guarantee Payments" provision. The charge will not be treated as a withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Account Value described in the "Step-Ups" provision.

Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" provision for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" provision below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted.

**Proof of Survival:** Any Guarantee Payment is subject to evidence we receive in Good Order that the single Designated Life or at least one Spousal Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the single Designated Life or at least one of the Spousal Designated Lives. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

**Facility of Payment:** We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

**Recovery of Excess Guarantee Payments:** We may recover from you or your estate any Guarantee Payments made after the death of the single Designated Life or both Spousal Designated Lives.

**Termination of Benefits:** You may terminate this Rider at any time upon notification to us in Good Order. Upon the termination of this Rider, we transfer any remaining Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If your Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the investment options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of due proof of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the surviving Spousal Designated Life does not elect to continue the Annuity, and any Account Value remains on the date of death;
- (3) the date of receipt of due proof of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and any Account Value remains on the date of death;
- (4) the date of receipt of due proof of the death of the single Designated Life or the second to die of the Spousal Designated Lives, if death occurs while Account Value remains on the date of death;
- (5) the date of death of the single Designated Life or the second to die of the Spousal Designated Lives when Account Value is depleted as of the date of death;
- (6) if Account Value remains on the Annuity Date, or if earlier, the date we transfer all Account Value in order to begin annuity payments;
- (7) each of the Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" provision of this Rider or if we do not then consent to continue the Rider.

**PRUCO LIFE INSURANCE COMPANY**



Secretary

**PRUCO LIFE INSURANCE COMPANY**  
**[2999 NORTH 44<sup>TH</sup> STREET, SUITE 250**  
**PHOENIX, AZ 85014]**

**[HIGHEST DAILY LIFETIME 7 PLUS]**  
**SCHEDULE SUPPLEMENT**

**ANNUITY NUMBER:** [001-0001]

**EFFECTIVE DATE:** [Issue Date of the Rider]

**[[SPOUSAL] DESIGNATED LIFE/LIVES]:**

[John Doe]  
[[Mary Doe]

**DATE OF BIRTH:** [February 21, 1945]

**DATE OF BIRTH:** [January 1, 1946]

**ROLL-UP RATE:** [7.0% per year]

**ANNUAL INCOME PERCENTAGE:**

<b>[Attained Age of Single Designated Life</b>	<b>Annual Income Percentage</b>	<b>Attained Age of Younger Spousal Designated Life</b>	<b>Annual Income Percentage</b>
Less than 59 ½	4%	Less than 59 ½	4%
59 ½ - 74	5%	59 ½ - 79	5%
75 – 79	6%	80 – 84	6%
80 – 84	7%	85 – 89	7%
85 or more	8%	90 or more	8%]

**MINIMUM GUARANTEE PAYMENT:** [\$100]

**GUARANTEED BASE VALUE MULTIPLIER:**

<b>[Target Anniversary Date</b>	<b>Guaranteed Base Value Multiplier</b>
10 <sup>th</sup>	200%
20 <sup>th</sup>	400%
25 <sup>th</sup>	600%]

**PERIODIC VALUE CUT-OFF DATE:** [NOT APPLICABLE]

**TRANSFER ACCOUNT:** [AST Investment Grade Bond Portfolio.] If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

**CHARGE FOR THE RIDER:** [You have elected this Rider on a [Single Designated Life][Spousal Designated Lives] basis. Therefore the charge for the Rider is an annual rate of [0.75][0.90]%.]

**ANNUITY PAYMENT TABLE:** [The Annuity Payment Table below is used to compute the minimum annual amount of a single life annuity payment with 10 payments certain per \$1,000 applied. We used the Annuity 2000 Valuation Mortality Table, less two years, with projected mortality improvements (modified scale G), with an interest rate of [3%] per year in preparing the Annuity Payment Table.

**[HIGHEST DAILY LIFETIME 7 PLUS]  
SCHEDULE SUPPLEMENT (CONTINUED)**

**Single Life Annuity Payment with 10 Payments Certain**

<b>Age</b>	<b>Male</b>	<b>Female</b>	<b>Unisex</b>
45	42.03	39.95	40.37
50	44.98	42.43	42.94
55	48.68	45.60	46.22
60	53.45	49.71	50.46
65	59.66	55.11	56.03
70	67.55	62.27	63.34
75	77.02	71.62	72.72
80	87.48	83.01	83.94
85	97.52	94.84	95.40
90	105.41	104.20	104.46
95	110.53	109.94	110.06

The Annuity Payment Tables below are used to compute the minimum annual amount of a joint and last survivor life annuity payment with 10 payments certain per \$1,000 applied. We used the Annuity 2000 Valuation Mortality Table, less two years, with projected mortality improvements (modified scale G), and an interest rate of 3% per year in preparing the Annuity Payment Table.

**Joint and Last Survivor Life Annuity Payment with 10 Payments Certain**

**Female Age**

	45	50	55	60	65	70	75	80	85	90	95
45	39.26	40.38	39.45	40.19	40.79	41.24	41.56	41.78	41.92	41.99	42.02
50	40.02	41.50	40.77	41.90	42.86	43.61	44.17	44.54	44.78	44.90	44.95
55	38.76	40.35	42.00	43.62	45.09	46.32	47.26	47.92	48.33	48.54	48.63
60	39.15	41.01	43.07	45.24	47.37	49.31	50.90	52.06	52.79	53.18	53.36
<b>Male Age:</b> 65	39.43	41.51	43.93	46.65	49.56	52.43	55.01	57.03	58.39	59.14	59.48
70	39.63	41.86	44.57	47.77	51.45	55.41	59.32	62.69	65.11	66.52	67.20
75	39.77	42.10	45.00	48.58	52.91	57.94	63.37	68.52	72.56	75.07	76.33
80	39.85	42.26	45.29	49.11	53.92	59.84	66.72	73.86	79.99	84.06	86.23
85	39.90	42.35	45.45	49.42	54.54	61.07	69.10	78.04	86.32	92.22	95.52
90	39.93	42.40	45.54	49.59	54.88	61.76	70.52	80.75	90.76	98.26	102.64
95	39.94	42.42	45.58	49.67	55.04	62.10	71.25	82.23	93.36	101.97	107.14

**[HIGHEST DAILY LIFETIME 7 PLUS]  
SCHEDULE SUPPLEMENT (CONTINUED)**

**Joint and Last Survivor Life Unisex Annuity Payment with 10 Payments Certain**

	45	50	55	60	65	70	75	80	85	90	95
45	37.32	38.09	38.74	39.25	39.63	39.91	40.10	40.23	40.30	40.34	40.36
50	38.09	39.18	40.16	41.00	41.65	42.13	42.47	42.69	42.83	42.90	42.93
55	38.74	40.16	41.57	42.85	43.93	44.77	45.37	45.77	46.01	46.14	46.19
60	39.25	41.00	42.85	44.69	46.38	47.80	48.88	49.62	50.07	50.30	50.41
65	39.63	41.65	43.93	46.38	48.85	51.13	53.01	54.38	55.25	55.71	55.92
70	39.91	42.13	44.77	47.80	51.13	54.51	57.61	60.08	61.75	62.68	63.11
75	40.10	42.47	45.37	48.88	53.01	57.61	62.29	66.44	69.52	71.35	72.25
80	40.23	42.69	45.77	49.62	54.38	60.08	66.44	72.72	77.88	81.22	82.97
85	40.30	42.83	46.01	50.07	55.25	61.75	69.52	77.88	85.42	90.70	93.65
90	40.34	42.90	46.14	50.30	55.71	62.68	71.35	81.22	90.70	97.74	101.87
95	40.36	42.93	46.19	50.41	55.92	63.11	72.25	82.97	93.65	101.87	106.85

The factors in the Annuity Payment Table are based on the Annuitant's Adjusted Age and sex. The Adjusted Age is the Annuitant's age last birthday prior to the date on which the first Annuity payment is due, adjusted as shown in the "Translation of Adjusted Age Table" below.

**Translation of Adjusted Age Table**

Calendar Year in Which First Payment is Due	Adjusted Age	Calendar Year in Which First Payment is Due	Adjusted Age
Prior to 2010	Actual Age	2050 through 2059	Actual Age minus 5
2010 through 2019	Actual Age minus 1	2060 through 2069	Actual Age minus 6
2020 through 2029	Actual Age minus 2	2070 through 2079	Actual Age minus 7
2030 through 2039	Actual Age minus 3	2080 through 2089	Actual Age minus 8
2040 through 2049	Actual Age minus 4	2090 through 2099	Actual Age minus 9]

**[HIGHEST DAILY LIFETIME 7 PLUS]  
SCHEDULE SUPPLEMENT (CONTINUED)**

**TRANSFER CALCULATION FORMULA**

**The following are the Terms and Definitions referenced in the Transfer Calculation Formula:**

- o  $C_u$  the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $C_{us}$  the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $C_t$  the target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $C_l$  the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $L$  the target value as of the current Valuation Day.
- o  $r$  the target ratio.
- o  $a$  the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o  $V_V$  the total value of all elected Sub-accounts in the Annuity.
- o  $V_F$  the total value of all elected Fixed Rate Options in the Annuity
- o  $B$  the total value of all Transfer Account allocations.
- o  $P$  the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greater of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income\*; and (2) any highest daily Account Value occurring on or after the date of the first Lifetime Withdrawal and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments and adjusted for Lifetime Withdrawals.
- o  $T$  the amount of a transfer into or out of the Transfer Account
- o  $T_M$  the amount of a monthly transfer out of the Transfer Account

\*Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

**Daily Target Value Calculation:**

On each Valuation Day, a target value ( $L$ ) is calculated, according to the following formula.

Target values are subject to change for new elections of the Rider on a going-forward basis.

$$L = 0.05 * P * a$$

**Daily Transfer Calculation:**

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

Target Ratio  $r = (L - B) / (V_V + V_F)$ .

- If on the third consecutive Valuation Day  $r > C_u$  and  $r \leq C_{us}$  or if on any day  $r > C_{us}$  and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts and Fixed Rate Options, if applicable, are transferred to the Transfer Account in accordance with the Transfer provisions of the Rider.
- If  $r < C_l$ , and there are currently assets in the Transfer Account ( $B > 0$ ), assets in the Transfer Account are transferred to the elected Sub-accounts according to most recent allocation instructions.

**[HIGHEST DAILY LIFETIME 7 PLUS]  
SCHEDULE SUPPLEMENT (CONTINUED)**

**90% Cap Rule:** If, on any Valuation Day this Rider remains in effect, a transfer occurs into the Transfer Account which results in 90% of the Account Value being allocated to the Transfer Account, any transfers into the Transfer Account will be suspended, even if the formula would otherwise dictate that a transfer into the Transfer Account should occur. Transfers out of the Transfer Account and into the elected Sub-accounts will still be allowed. The suspension will be lifted once a transfer out of the Transfer Account occurs due either to a Daily or Monthly Transfer Calculation. Due to the performance of the Transfer Account and the elected Sub-accounts, the Account Value could be more than 90% invested in the Transfer Account.

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_i] / (1 - C_i))$  Money is transferred from the elected Sub-accounts and Fixed Rate Options to the Transfer Account

$T = \{\text{Min} (B, - [L - B - (V_V + V_F) * C_i] / (1 - C_i))\}$  Money is transferred from the Transfer Account to the elected Sub-accounts

**Monthly Transfer Calculation:**

On each monthly anniversary of the Annuity Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u)$ , then

$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$  Money is transferred from the Transfer Account to the elected Sub-accounts.]

**PRUCO LIFE INSURANCE COMPANY**  
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**HIGHEST DAILY LIFETIME 7 PLUS WITH BENEFICIARY INCOME OPTION BENEFIT RIDER**

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in your Annuity, except as may be provided below.

This Rider makes provision for guaranteed minimum payments for the lifetime of a single Designated Life or Spousal Designated Lives (defined below). In addition, this Rider makes provision for a Guaranteed Minimum Account Value Credit ("GMAVC") if you meet certain requirements. This Rider also makes provision for an optional death benefit ("Beneficiary Income Option") payable upon the death of the single Designated Life or the second to die of the Spousal Designated Lives. These provisions are described below. The benefits under this Rider continue until and unless the benefits terminate as described below in "Termination of Benefits." If your Account Value is depleted (reduced to zero) and there are any remaining values, we pay a remaining value as guarantee payments ("Guarantee Payments").

**Definitions:** For purposes of this Rider, the following definitions apply:

**Account Value:** The definition of "Account Value" in your Annuity also includes the value of the Transfer Account.

**Adjusted Purchase Payments:** Purchase Payments increased by any Credits applied to your Account Value in relation to Purchase Payments and decreased by any charges deducted from such Purchase Payments.

**Benefit Quarter:** A three month period beginning on the Effective Date and each three-month anniversary of the Effective Date, and ending on the last day of that three-month period.

**Benefit Year:** A year beginning on the Effective Date and on each anniversary of the Effective Date.

**Contract Anniversary:** Each annual anniversary of the Issue Date of the Annuity.

**Designated Life/Lives:** The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Schedule Supplement.

**Effective Date:** The Effective Date of this Rider is shown in the Schedule Supplement.

**First Death:** The death of the first of the Spousal Designated Lives to die.

**Guaranteed Base Value:** The Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

**In Writing:** This term may be referred to as "Good Order" in your Annuity.

**Lifetime Withdrawal:** Any withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

**Non-Lifetime Withdrawal:** A withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the Initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Annuity's Minimum Surrender Value After Withdrawal provisions.

**Owner/Participant:** The term "Owner" may be referred to as "Participant" in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

**Spouse:** An individual whom we believe would be recognized as a spouse under federal law.

**Target Anniversary Date:** An anniversary of the Effective Date specified in the Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made prior to that date.

**Tenth Anniversary Date:** The tenth anniversary of the Effective Date.

**Transfer Account:** Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Schedule Supplement.

**Transfer Calculation Formula:** A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Schedule Supplement.

Other capitalized terms in this Rider are either defined in the Rider or in your Annuity.

**Owner, Annuitant and Beneficiary Designations:** For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For a single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life.

If the Owner is an entity that we permit, the Annuitant must be the Designated Life. You may not name a Co-Owner if a single Designated Life is listed in the Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouses at the time this Rider is elected and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If a Co-Owner is named, he/she must be the other Spousal Designated Life. No additional Co-Owners may be named. While both Spousal Designated Lives are alive, each Co-Owner must be designated as the other Co-Owner's primary Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the surviving Designated Life after the First Death.

While this Rider is in effect, the single Designated Life/Spousal Designated Lives may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider terminating at the First Death.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Schedule Supplement.

**Annual Income Amount:** We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount ("Annual Income Amount") as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date.

If you have elected this benefit with Spousal Designated Lives, and one of the Designated Lives is removed for any reason (divorce, death, etc.), we will continue to use the date of birth of the younger of both those Spousal Designated Lives for purposes of calculating the applicable Annual Income Percentage.

**Protected Withdrawal Value:** The Protected Withdrawal Value is used to calculate the initial Annual Income Amount and is also used in the calculation of the Beneficiary Income Option described in this Rider. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or a Periodic Value Cut-off Date, if any, shown in the Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-off Date, is equal to the greater of:

- (1) the Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Account Value upon any Step Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" provision for details.

**Periodic Value:** The Periodic Value initially is equal to the Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-off Date (adjusted for any Non-Lifetime Withdrawal described below), we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding business day (the "Prior Valuation Day") appreciated at the daily equivalent of the Roll-Up Rate indicated in the Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Account Value; and
- (3) if the Current Valuation Day is on the a Target Anniversary Date shown in the Schedule Supplement (or next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken prior to the Target Anniversary Date, the sum of:
  - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the Schedule Supplement; and
  - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made after one year following the Effective Date up to the Current Valuation Day.

**Impact of Lifetime Withdrawals:** Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income ("Excess Income"). Each withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year's Annual Income Amount reduces the Annual Income Amount proportionately. Each proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the withdrawal of any Annual Income Amount and prior to the withdrawal of the Excess Income (even if both withdrawals occurred in the same day or as one withdrawal request). Each withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No GMAVC, as described below, will be applied if any Lifetime Withdrawal is taken prior to the Tenth Anniversary Date. No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount, even if the total amount of such withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as withdrawals of Purchase Payments. Each withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

**Withdrawal Flexibility:** Lifetime Withdrawals are not required. However, the Annual Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount.

**Impact of a Non-Lifetime Withdrawal:** A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that withdrawal amount represents of the Account Value prior to the withdrawal. These guarantees are the Guaranteed Base Value, the Protected Withdrawal Value, the Guaranteed Minimum Account Value Credit and all future applicable periodic value guarantees at the Target Anniversary Date shown in the Schedule Supplement.

**Additional Purchase Payment(s) after your First Withdrawal:** If your Annuity permits additional Purchase Payments, then, before your Account Value is depleted, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

**Purchase Payment(s) Limitation:** If your Annuity permits additional Purchase Payments, we may limit any additional Purchase Payment(s) if we determine that as a result of the timing and amounts of your additional Purchase Payments and withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class in a nondiscriminatory manner.

**Required Minimum Distributions:** If: (1) any Required Minimum Distributions are made in any Annuity Year from your Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount, then, such distributions of the difference of the Annual Income Amount and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater

than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of your Annuity, and do not include the value of any other accounts subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from your Annuity; therefore, no GMAVC, as described below, will be applied if such withdrawal is made prior to the Tenth Anniversary Date.

**Step-Ups:** We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of your Annuity after the first Lifetime Withdrawal subsequent to the Effective Date, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Schedule Supplement to the highest daily Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of your Annuity, whichever is later), adjusted for any withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, at the time the step-up occurs.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us In Writing if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us In Writing. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

**Guaranteed Minimum Account Value Credit ("GMAVC"):** The GMAVC is equal to the difference between (a) the Guaranteed Base Value and (b) the Account Value on the Tenth Anniversary Date. We will apply a GMAVC to your Account Value if on the Tenth Anniversary Date: (1) you have not made any Lifetime Withdrawals; and (2) the GMAVC is greater than zero.

If you have taken a Non-Lifetime Withdrawal prior to the Tenth Anniversary Date, we will reduce the Guaranteed Base Value by the same ratio as the amount of the Non-Lifetime Withdrawal to the Account Value prior to the withdrawal.

The GMAVC will be allocated among the elected Sub-accounts and the Transfer Account in the same proportion that each bears to your total Account Value immediately prior to the application of the GMAVC.

The GMAVC will not be considered a Purchase Payment for any purpose, including, but not limited to, determining the amount of any death benefit or the value of any optional benefit. However, because the GMAVC will be added to the Account Value, the GMAVC will be subject to each charge under the Annuity that is based on Account Value.

**Guarantee Payments:** Once your Account Value is depleted, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the single Designated Life or the second of the Spousal Designated Lives to die (or upon the simultaneous deaths of both Spousal Designated Lives), as applicable, as long as the Spousal Designated Lives were Spouses at the time of the First Death. In the Annuity Year in which your Account Value is depleted, the only Guarantee Payment due, if any, generally equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Account Value is depleted.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living, or a fixed, single life annuity if only one of the Spousal Designated Lives is living or if this Rider was issued with a single Designated Life. We use the same basis that is used to calculate the guaranteed annuity rates in your Annuity.

**Annuity Payments:** If annuity payments are to begin under the terms of your Annuity, you can elect to either:

- (1) apply your Account Value to any annuity option available in the Annuity Payments section of your Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will continue to make such payments until the death of the single Designated Life or, as applicable, the death of the second Spousal Designated Life as long as the Spousal Designated Lives were Spouses at the time of the First Death. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

We must receive your request at our Office In Writing. If annuity payments are to begin under the terms of your Annuity and you have not made an election, we will make annual annuity payments as a joint and last survivor fixed annuity or as a single life fixed annuity, as applicable, each with ten payments certain using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in your Annuity. The annual guaranteed annuity rates for a joint and last survivor fixed annuity and a single life fixed annuity, each with ten payments certain are shown in the Annuity Payment Table in the Schedule Supplement.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in your Annuity; and
- (2) the Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform with applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Account Value in order to begin annuity payments.

**Death of a Designated Life under this Rider:** Please also refer to the "Termination of Benefits" provision below.

**Death of the Single Designated Life:** If a single Designated Life is listed in the Schedule Supplement, the death benefit is payable when we receive due proof, in In Writing, of the death of the single Designated Life.

**Death of the First of the Spousal Designated Lives and Spousal Continuation:** For purposes of this Rider the “Spousal Continuation” provision of your Annuity is supplemented as follows:

- Upon the First Death, if a death benefit would be payable under the Annuity, and the surviving Designated Life chooses to continue the Annuity, this Rider remains in force unless we are instructed otherwise. We will not transfer any amounts to the money market Sub-account upon receipt of due proof of the decedent’s death in connection with this Rider. The Account Value will remain allocated among the elected investment options and the Transfer Account for this Rider (see the “Investment Limitations” provision below).
- Upon the First Death, if a death benefit would be payable under the Annuity, and a Spouse who chooses to continue the Annuity is not a Designated Life, this Rider terminates. Refer to the “Termination of Benefits” provision below.
- Upon the First Death, if a death benefit would be payable under the Annuity, and the Annuity is not continued according to the Spousal Continuation provision of the Annuity, the death benefit will be paid under the terms of your Annuity, and the Rider terminates as of the date we receive due proof of death In Writing.
- Upon the First Death, if a death benefit is not payable under the Annuity (e.g., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), the Rider will continue.

**Death of the Second of the Spousal Designated Lives:** If Spousal Designated Lives are listed in the Schedule Supplement, the death benefit is payable when we receive due proof, In Writing, of the death of the second Spousal Designated Life to die, as long as the Spousal Designated Lives were Spouses at the time of the First Death.

**Beneficiary Income Option:** Upon the death of the applicable Designated Life, the Beneficiary can choose to receive either:

- (a) the death benefit amount that would otherwise be payable under the terms of the Annuity, or
- (b) the Beneficiary Income Amount payable as a series of periodic payments. The Beneficiary Income Amount is equal to (1) if no prior Lifetime Withdrawals were taken, the Protected Withdrawal Value determined as if you made your first Lifetime Withdrawal on the date of death of the applicable Designated Life, or (2) if prior Lifetime Withdrawals were taken, the Protected Withdrawal Value determined on the date we receive due proof, In Writing, of the death of the applicable Designated Life. The Beneficiary Income Amount is only payable as a series of periodic payments that initially equal the Annual Income Amount as of the date we determine the Beneficiary Income Amount. We will continue to make the payments until the Beneficiary Income Amount is depleted. When the Annual Income Amount is greater than the remaining Beneficiary Income Amount, the final payment will equal the remaining Beneficiary Income Amount.

We will make these certain period payments annually on the Contract Anniversary unless the Beneficiary(ies) elects to receive the payments on a more frequent basis. In the latter case, each payment will be pro-rated so that the total amount of payments in an Annuity Year will equal the Annual Income Amount.

If there are multiple Beneficiaries within the same class who are entitled to receive the death benefit, each Beneficiary may choose to receive his/her individual portion of the death benefit in the manner described in either (a) or (b) above. If a Beneficiary elects to receive the death benefit in the form of the Beneficiary Income Amount, the Beneficiary must designate his/her own Beneficiary to receive any payments remaining on his/her death. We must be notified In Writing of such designation.

For purposes of calculating the death benefit under the Beneficiary Income Option, the Beneficiary Income Amount is reduced by any Credits applied within 12 months of the applicable Designated Life's date of death.

All other provisions of the Annuity regarding the death benefit continue to apply unless specifically indicated in this Rider, including, but not limited to:

- those addressing eligibility, and
- those addressing limits of applicability, including any suspension period due to a change in any designation.

**Misstatement of Age or Sex:** For purposes of this Rider, the following sentence is added to the section in your Annuity entitled "Misstatement of Age or Sex":

If there has been a misstatement of the age and/or sex of a single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

**Minimum Surrender Value:** Any provision in your Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

**Investment Limitations:** While this Rider is in effect, your entire Account Value must be allocated to only those investment options we permit, except as required under the conditions set out in the "Transfers to and from the Transfer Account" section below. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited investment options, changing the extent to which Account Value may be allocated to an investment option, and changing elected investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers made during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. All transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

**Transfer Account:** We monitor the investment performance of your Account Value each Valuation Day to determine if we need to transfer any portion of your Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Account Value to or from the Transfer Account, and we only maintain Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

**Transfers to and from the Transfer Account:** On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and in the event that the Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount,

the remaining transfer amount will be taken on a last in first out basis from the elected Fixed Rate Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

**Withdrawals:** Any withdrawals from your Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected Fixed Rate Options and the Transfer Account.

**Charge for the Rider:** The charge for this Rider depends on whether you have named a single Designated Life or Spousal Designated Lives. The charge is assessed on the last day of each Benefit Quarter, and is applied to the greater of the Account Value or the Protected Withdrawal Value calculated on the Valuation Day prior to the last day of each Benefit Quarter at the quarterly equivalent of the applicable annual rate. On the Effective Date, the applicable rate(s) is as shown in the Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account, elected Fixed Rate Option and the Transfer Account, to the extent to which the Account Value in your Annuity is allocated to any of them, until the Account Value equals zero or this Rider terminates. If the charge to be deducted exceeds the Account Value at that time, we will reduce the Account Value to zero and this Rider will continue pursuant to the "Guarantee Payments" provision. The charge will not be treated as a withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Account Value described in the "Step-Ups" provision.

Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" provision for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" provision below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted.

**Proof of Survival:** Any Guarantee Payment is subject to evidence we receive In Writing that the single Designated Life or at least one Spousal Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the single Designated Life or at least one of the Spousal Designated Lives. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

**Facility of Payment:** We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

**Recovery of Excess Guarantee Payments:** We may recover from you or your estate any Guarantee Payments made after the death of the single Designated Life or both Spousal Designated Lives.

**Termination of Benefits:** You may terminate this Rider at any time upon notification to us In Writing. Upon the termination of this Rider, we transfer any remaining Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If your Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the investment

options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;

- (2) the date of receipt of due proof of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the surviving Spousal Designated Life does not elect to continue the Annuity, and any Account Value remains on the date of death;
- (3) the date of receipt of due proof of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and any Account Value remains on the date of death;
- (4) the date of receipt of due proof of the death of the single Designated Life or the second to die of the Spousal Designated Lives, if death occurs while Account Value remains on the date of death; however, the Beneficiary Income Amount will be payable as described in the "Beneficiary Income Option" provision above;
- (5) the date of death of the single Designated Life or the second to die of the Spousal Designated Lives when Account Value is depleted as of the date of death; however, the Beneficiary Income Amount will be payable as described in the "Beneficiary Income Option" provision above;
- (6) if Account Value remains on the Annuity Date, or if earlier, the date we transfer all Account Value in order to begin annuity payments;
- (7) each of the Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" provision of this Rider or if we do not then consent to continue the Rider.

**PRUCO LIFE INSURANCE COMPANY**



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Secretary

**PRUCO LIFE INSURANCE COMPANY**  
**[2999 NORTH 44<sup>TH</sup> STREET, SUITE 250**  
**PHOENIX, AZ 85014]**

**[HIGHEST DAILY LIFETIME 7 PLUS WITH BENEFICIARY INCOME OPTION]**  
**SCHEDULE SUPPLEMENT**

**ANNUITY NUMBER:** [001-0001]

**EFFECTIVE DATE:** [Issue Date of the Rider]

**[[SPOUSAL] DESIGNATED LIFE/LIVES]:**

[John Doe]  
[[Mary Doe]

**DATE OF BIRTH:** [February 21, 1945]

**DATE OF BIRTH:** [January 1, 1946]

**ROLL-UP RATE:** [7.0% per year]

**ANNUAL INCOME PERCENTAGE:**

<b>[Attained Age of Single Designated Life</b>	<b>Annual Income Percentage</b>	<b>Attained Age of Younger Spousal Designated Life</b>	<b>Annual Income Percentage</b>
Less than 59 ½	4%	Less than 59 ½	4%
59 ½ - 74	5%	59 ½ - 79	5%
75 – 79	6%	80 – 84	6%
80 – 84	7%	85 – 89	7%
85 or more	8%	90 or more	8%]

**MINIMUM GUARANTEE PAYMENT:** [\$100]

**GUARANTEED BASE VALUE MULTIPLIER:**

<b>[Target Anniversary Date</b>	<b>Guaranteed Base Value Multiplier</b>
10 <sup>th</sup>	200%]

**PERIODIC VALUE CUT-OFF DATE:** [The [Tenth Anniversary] of the Effective Date]

**TRANSFER ACCOUNT:** [AST Investment Grade Bond Portfolio.] If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

**CHARGE FOR THE RIDER:** [You have elected this Rider on a [Single Designated Life][Spousal Designated Lives] basis. Therefore the charge for the Rider is an annual rate of [1.10/1.10%.]

**ANNUITY PAYMENT TABLE:** [The Annuity Payment Table below is used to compute the minimum annual amount of a single life annuity payment with 10 payments certain per \$1,000 applied. We used the Annuity 2000 Valuation Mortality Table, less two years, with projected mortality improvements (modified scale G), with an interest rate of [ 3%] per year in preparing the Annuity Payment Table.

**[HIGHEST DAILY LIFETIME 7 PLUS WITH BENEFICIARY INCOME OPTION]  
SCHEDULE SUPPLEMENT (CONTINUED)**

**Single Life Annuity Payment with 10 Payments Certain**

<b>Age</b>	<b>Male</b>	<b>Female</b>	<b>Unisex</b>
45	42.03	39.95	40.37
50	44.98	42.43	42.94
55	48.68	45.60	46.22
60	53.45	49.71	50.46
65	59.66	55.11	56.03
70	67.55	62.27	63.34
75	77.02	71.62	72.72
80	87.48	83.01	83.94
85	97.52	94.84	95.40
90	105.41	104.20	104.46
95	110.53	109.94	110.06

The Annuity Payment Tables below are used to compute the minimum annual amount of a joint and last survivor life annuity payment with 10 payments certain per \$1,000 applied. We used the Annuity 2000 Valuation Mortality Table, less two years, with projected mortality improvements (modified scale G), and an interest rate of [3%] per year in preparing the Annuity Payment Table.

**Joint and Last Survivor Life Annuity Payment with 10 Payments Certain**

**Female Age**

	45	50	55	60	65	70	75	80	85	90	95
45	39.26	40.38	39.45	40.19	40.79	41.24	41.56	41.78	41.92	41.99	42.02
50	40.02	41.50	40.77	41.90	42.86	43.61	44.17	44.54	44.78	44.90	44.95
55	38.76	40.35	42.00	43.62	45.09	46.32	47.26	47.92	48.33	48.54	48.63
60	39.15	41.01	43.07	45.24	47.37	49.31	50.90	52.06	52.79	53.18	53.36
<b>Male Age:</b> 65	39.43	41.51	43.93	46.65	49.56	52.43	55.01	57.03	58.39	59.14	59.48
70	39.63	41.86	44.57	47.77	51.45	55.41	59.32	62.69	65.11	66.52	67.20
75	39.77	42.10	45.00	48.58	52.91	57.94	63.37	68.52	72.56	75.07	76.33
80	39.85	42.26	45.29	49.11	53.92	59.84	66.72	73.86	79.99	84.06	86.23
85	39.90	42.35	45.45	49.42	54.54	61.07	69.10	78.04	86.32	92.22	95.52
90	39.93	42.40	45.54	49.59	54.88	61.76	70.52	80.75	90.76	98.26	102.64
95	39.94	42.42	45.58	49.67	55.04	62.10	71.25	82.23	93.36	101.97	107.14

**[HIGHEST DAILY LIFETIME 7 PLUS WITH BENEFICIARY INCOME OPTION]  
SCHEDULE SUPPLEMENT (CONTINUED)**

**Joint and Last Survivor Life Unisex Annuity Payment with 10 Payments Certain**

	45	50	55	60	65	70	75	80	85	90	95
45	37.32	38.09	38.74	39.25	39.63	39.91	40.10	40.23	40.30	40.34	40.36
50	38.09	39.18	40.16	41.00	41.65	42.13	42.47	42.69	42.83	42.90	42.93
55	38.74	40.16	41.57	42.85	43.93	44.77	45.37	45.77	46.01	46.14	46.19
60	39.25	41.00	42.85	44.69	46.38	47.80	48.88	49.62	50.07	50.30	50.41
65	39.63	41.65	43.93	46.38	48.85	51.13	53.01	54.38	55.25	55.71	55.92
70	39.91	42.13	44.77	47.80	51.13	54.51	57.61	60.08	61.75	62.68	63.11
75	40.10	42.47	45.37	48.88	53.01	57.61	62.29	66.44	69.52	71.35	72.25
80	40.23	42.69	45.77	49.62	54.38	60.08	66.44	72.72	77.88	81.22	82.97
85	40.30	42.83	46.01	50.07	55.25	61.75	69.52	77.88	85.42	90.70	93.65
90	40.34	42.90	46.14	50.30	55.71	62.68	71.35	81.22	90.70	97.74	101.87
95	40.36	42.93	46.19	50.41	55.92	63.11	72.25	82.97	93.65	101.87	106.85

The factors in the Annuity Payment Table are based on the Annuitant's Adjusted Age and sex. The Adjusted Age is the Annuitant's age last birthday prior to the date on which the first Annuity payment is due, adjusted as shown in the "Translation of Adjusted Age Table" below.

**Translation of Adjusted Age Table**

Calendar Year in Which First Payment is Due	Adjusted Age	Calendar Year in Which First Payment is Due	Adjusted Age
Prior to 2010	Actual Age	2050 through 2059	Actual Age minus 5
2010 through 2019	Actual Age minus 1	2060 through 2069	Actual Age minus 6
2020 through 2029	Actual Age minus 2	2070 through 2079	Actual Age minus 7
2030 through 2039	Actual Age minus 3	2080 through 2089	Actual Age minus 8
2040 through 2049	Actual Age minus 4	2090 through 2099	Actual Age minus 9]

**[HIGHEST DAILY LIFETIME 7 PLUS WITH BENEFICIARY INCOME OPTION]  
SCHEDULE SUPPLEMENT (CONTINUED)**

**TRANSFER CALCULATION FORMULA**

**The following are the Terms and Definitions referenced in the Transfer Calculation Formula:**

- o  $C_u$  the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $C_{us}$  the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $C_t$  the target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $C_l$  the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $L$  the target value as of the current Valuation Day.
- o  $r$  the target ratio.
- o  $a$  the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o  $V_V$  the total value of all elected Sub-accounts in the Annuity.
- o  $V_F$  the total value of all elected Fixed Rate Options in the Annuity
- o  $B$  the total value of all Transfer Account allocations.
- o  $P$  the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greater of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income\*; and (2) any highest daily Account Value occurring on or after the date of the first Lifetime Withdrawal and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments and adjusted for Lifetime Withdrawals.
- o  $T$  the amount of a transfer into or out of the Transfer Account
- o  $T_M$  the amount of a monthly transfer out of the Transfer Account

\*Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

**Daily Target Value Calculation:**

On each Valuation Day, a target value ( $L$ ) is calculated, according to the following formula. .

Target values are subject to change for new elections of the Rider on a going-forward basis.

$$L = 0.05 * P * a$$

**Daily Transfer Calculation:**

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / (V_V + V_F).$$

- If on the third consecutive Valuation Day  $r > C_u$  and  $r \leq C_{us}$  or if on any day  $r > C_{us}$  and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts and Fixed Rate Options, if applicable, are transferred to the Transfer Account in accordance with the Transfer provisions of the Rider.

**[HIGHEST DAILY LIFETIME 7 PLUS WITH BENEFICIARY INCOME OPTION]  
SCHEDULE SUPPLEMENT (CONTINUED)**

- If  $r < C_i$ , and there are currently assets in the Transfer Account ( $B > 0$ ), assets in the Transfer Account are transferred to the elected Sub-accounts according to most recent allocation instructions.

**90% Cap Rule:** If, on any Valuation Day this Rider remains in effect, a transfer occurs into the Transfer Account which results in 90% of the Account Value being allocated to the Transfer Account, any transfers into the Transfer Account will be suspended, even if the formula would otherwise dictate that a transfer into the Transfer Account should occur. Transfers out of the Transfer Account and into the elected Sub-account will still be allowed. The suspension will be lifted once a transfer out of the Transfer Account occurs due either to a Daily or Monthly Transfer Calculation. Due to the performance of the Transfer Account and the elected Sub-accounts, the Account Value could be more than 90% invested in the Transfer Account.

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_i] / (1 - C_i))$  Money is transferred from the elected Sub-accounts and Fixed Rate Options to the Transfer Account

$T = \{\text{Min} (B, - [L - B - (V_V + V_F) * C_i] / (1 - C_i))\}$  Money is transferred from the Transfer Account to the elected Sub-accounts

**Monthly Transfer Calculation:**

On each monthly anniversary of the Annuity Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u)$ , then

$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$  Money is transferred from the Transfer Account to the elected Sub-accounts.]

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**PHOENIX, AZ 85014**

**HIGHEST DAILY LIFETIME 7 PLUS WITH LIFETIME INCOME ACCELERATOR BENEFIT RIDER**

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in your Annuity, except as may be provided below.

This Rider makes provision for guaranteed minimum payments for the lifetime of a single Designated Life (defined below). This Rider also makes provision for a Guaranteed Minimum Account Value Credit ("GMAVC") if you meet certain requirements. In addition, this Rider makes provision for an increased guaranteed minimum payment benefit referred to as Lifetime Income Accelerator ("LIA") if you meet certain requirements which may affect your life expectancy. The benefits under this Rider continue until and unless the benefits terminate as described below in "Termination of Benefits." If your Account Value is depleted (reduced to zero) and there are any remaining values, we pay a remaining value as guarantee payments ("Guarantee Payments").

**Definitions:** For purposes of this Rider, the following definitions apply:

**Account Value:** The definition of "Account Value" in your Annuity also includes the value of the Transfer Account.

**Activities of Daily Living:** Basic abilities to care for oneself:

**Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

**Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

**Bathing:** Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.

**Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

**Transferring:** Moving into or out of a bed, chair or wheelchair.

**Continence:** Maintaining control of bowel or bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform personal hygiene (including caring for catheter or colostomy bag).

**Adjusted Purchase Payments:** Purchase Payments increased by any Credits applied to your Account Value in relation to Purchase Payments and decreased by any charges deducted from such Purchase Payments.

**Benefit Quarter:** A three month period beginning on the Effective Date and each three-month anniversary of the Effective Date, and ending on the last day of that three-month period.

**Benefit Year:** A year beginning on the Effective Date and on each anniversary of the Effective Date.

**Designated Life:** The natural person who is the measuring life for the benefits described in this Rider and who is the person shown in the Schedule Supplement.

**Effective Date:** The Effective Date of this Rider is shown in the Schedule Supplement.

**Fixed Rate Option(s):** An allocation option which we may make available that is credited a fixed rate of interest for a specified period of time and is to be supported by assets in our general account.

**Guaranteed Base Value:** The Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

**In Writing:** This term may be referred to as “Good Order” in your Annuity.

**Lifetime Withdrawal:** Any withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

**Non-Lifetime Withdrawal:** A withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the Initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Annuity’s Minimum Surrender Value After Withdrawal provisions.

**Owner/Participant:** The term “Owner” may be referred to as “Participant” in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

**Qualified Nursing Facility:** a facility operated pursuant to law or any state licensed facility providing medically necessary in-patient care which is:

- (a) prescribed by a licensed Physician in writing; and
- (b) based on physical limitations which prohibit daily living in a non-institutional setting.

**Target Anniversary Date:** An anniversary of the Effective Date specified in the Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made prior to that date.

**Tenth Anniversary Date:** The tenth anniversary of the Effective Date.

**Transfer Account:** Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Schedule Supplement.

**Transfer Calculation Formula:** A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Schedule Supplement.

Other capitalized terms in this Rider are either defined in the Rider or in your Annuity.

**Owner, Annuitant and Beneficiary Designations:** For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For the Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life. If the Owner is an entity that we permit, the Annuitant must be the Designated Life. The Designated Life may not name a Co-Owner if a single Designated Life is listed in the Schedule Supplement.

While this Rider is in effect, the Designated Life may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), however, such new Beneficiary(ies) will not be a Designated Life.

**Annual Income Amount:** We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount (“Annual Income Amount”) as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the Designated Life on the date of the first Lifetime Withdrawal after the Effective Date.

**Lifetime Income Accelerator Amount:** We also guarantee that, subject to the limits and conditions outlined in this Rider, if you become eligible for LIA by meeting the qualifications described below under "Eligibility," you may take an increased income amount ("Lifetime Income Accelerator Amount") as one or multiple Lifetime Withdrawals. If you have qualified for LIA at the time of the first Lifetime Withdrawal after the Effective Date, then the initial Lifetime Income Accelerator Amount is determined by multiplying the Annual Income Amount by the Multiplier for LIA indicated in the Schedule Supplement. If you qualify for LIA subsequent to the first Lifetime Withdrawal, then the Lifetime Income Accelerator Amount for the Annuity Year in which you qualify is calculated by taking the Annual Income Amount for subsequent Annuity Years (as described below), and multiplying it by the Multiplier for LIA, and reducing it by the amount of any Lifetime Withdrawals that have occurred during the current Annuity Year prior to eligibility having been established for LIA. The Lifetime Income Accelerator Amount for subsequent Annuity Years will be equal to the Annual Income Amount for subsequent Annuity Years multiplied by the Multiplier for LIA.

**Eligibility:** In order to become eligible for LIA, a request must be submitted In Writing after the Effective Date shown in the Schedule Supplement, and the eligibility requirements described below must be met. We determine eligibility for LIA through our administrative process which may include an assessment by a third party of our choice. Such assessment may be in person. Any costs associated with the assessment will be assumed by us. Eligibility for this benefit is based on proof that one of the following conditions which may affect your life expectancy exist, as defined in this Rider:

- The Designated Life is confined to a Qualified Nursing Facility.
- The Designated Life is unable to perform two or more Activities of Daily Living.

Eligibility is also subject to completion of the Waiting Period and the Elimination Period as shown in the Schedule Supplement. The Waiting Period and the Elimination Period may run concurrently. Upon eligibility, the Designated Life will be eligible for the Lifetime Income Accelerator Amount.

Once the Designated Life becomes eligible for this benefit, a periodic reassessment for eligibility will be performed to ensure that one of the conditions listed above continue to be met. If such reassessment determines that the Designated Life is ineligible to receive the benefit, he/she will no longer be eligible for the Lifetime Income Accelerator Amount, and the guaranteed minimum payment amount will be the then current Annual Income Amount. Any such ineligibility will be effective upon the next annuity anniversary following the determination that the Designated Life is no longer eligible for LIA. Subsequent to any such ineligibility, the Designated Life may again request LIA In Writing. Such request will be subject to completion of our administrative process and a new Elimination Period.

**Lifetime Income Accelerator Limitation:** We may limit the number of Annuity Years in which you can be eligible for the Lifetime Income Accelerator Amount. Any limitation is indicated in the Schedule Supplement. If the Designated Life is otherwise eligible for LIA during a number of Annuity Years that is greater than the limitation indicated, the Designated Life will be considered ineligible for LIA, and the Lifetime Income Accelerator Amount will no longer be available.

**Protected Withdrawal Value:** The Protected Withdrawal Value is used to calculate the initial Annual Income Amount, and any Lifetime Income Accelerator Amount, if applicable. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or a Periodic Value Cut-off Date, if any, shown in the Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-off Date, is equal to the greater of:

- (1) the Account Value; and

- (2) the Periodic Value on the Periodic Value Cut-off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Account Value upon any Step Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" provision for details.

**Periodic Value:** The Periodic Value initially is equal to the Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-off Date (adjusted for any Non-Lifetime Withdrawal described below), we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding business day (the "Prior Valuation Day") appreciated at the daily equivalent of the Roll-Up Rate indicated in the Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken prior to the Target Anniversary Date, the sum of:
  - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the Schedule Supplement and
  - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made after one year following the Effective Date up to the Current Valuation Day.

**Impact of Lifetime Withdrawals:** Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each withdrawal. If eligibility for LIA has not been established, Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. If eligibility for LIA has been established, Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Lifetime Income Accelerator Amount for that Annuity Year do not reduce the Annual Income Amount or Lifetime Income Accelerator Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the remaining Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) for that Annuity Year is considered excess income ("Excess Income"). Each withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year's Annual Income Amount (or, if eligible for LIA, Lifetime Income Accelerator Amount) reduces the Annual Income Amount proportionately, and, if the Designated Life is eligible for LIA, reduces

the Lifetime Income Accelerator Amount by the same proportion. Each proportional reduction is calculated by multiplying the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) by the ratio of the Excess Income to the Account Value immediately subsequent to the withdrawal of any Annual Income Amount (or, if eligible for LIA, the Lifetime Accelerator Amount) and prior to the withdrawal of the Excess Income (even if both withdrawals occurred in the same day or as one withdrawal request). Each withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No GMAVC, as described below, will be applied if any Lifetime Withdrawal is taken prior to the Tenth Anniversary Date. No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount), even if the total amount of such withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as withdrawals of Purchase Payments. Withdrawals of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

**Withdrawal Flexibility:** Lifetime Withdrawals are not required. However, neither the Annual Income Amount nor the Lifetime Income Accelerator Amount is increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount, or if you are eligible for LIA, the Lifetime Annual Income Accelerator Amount.

**Impact of a Non-Lifetime Withdrawal:** A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that withdrawal amount represents of the Account Value prior to the withdrawal. These guarantees are the Guaranteed Base Value, the Protected Withdrawal Value, the Guaranteed Minimum Account Value Credit and all future applicable periodic value guarantees at the Target Anniversary Date shown in the Schedule Supplement.

**Additional Purchase Payment(s) after your First Withdrawal:** If your Annuity permits additional Purchase Payments, then, before your Account Value is depleted, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the Designated Life on the date of the first Lifetime Withdrawal after the Effective Date. The Lifetime Income Accelerator Amount is increased by multiplying the Annual Income Amount by the Multiplier for LIA, if eligibility for LIA has been met. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

**Purchase Payment(s) Limitation:** If your Annuity permits additional Purchase Payments, we may limit any additional Purchase Payment(s) if we determine that as a result of the timing and amounts of your additional Purchase Payments and withdrawals, the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class in a nondiscriminatory manner.

**Required Minimum Distributions:** If: (1) any Required Minimum Distributions are made in any Annuity Year from your Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount), then, such distributions of the difference of the Annual Income Amount (or, if eligible for LIA, Lifetime Income Accelerator Amount) and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of your Annuity, and do not include the value of any

other accounts subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from your Annuity; therefore, no GMAVC, as described below, will be applied if such withdrawal is made prior to the Tenth Anniversary Date.

**Step-Ups:** We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of your Annuity after the first Lifetime Withdrawal subsequent to the Effective Date, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Schedule Supplement to the highest daily Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of your Annuity, whichever is later), adjusted for any withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the Designated Life at the time the step-up occurs. If you have qualified for LIA, then upon any step-up, the Lifetime Income Accelerator Amount will be reset by applying the Multiplier for LIA to the Annual Income Amount.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us In Writing if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us In Writing. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

**Guaranteed Minimum Account Value Credit (“GMAVC”):** The GMAVC is equal to the difference between (a) the Guaranteed Base Value and (b) the Account Value on the Tenth Anniversary Date. We will apply a GMAVC to your Account Value if on the Tenth Anniversary Date: (1) you have not made any Lifetime Withdrawals; and (2) the GMAVC is greater than zero.

If you have taken a Non-Lifetime Withdrawal prior to the Tenth Anniversary Date, we will reduce the Guaranteed Base Value by the same ratio as the amount of the Non-Lifetime Withdrawal to the Account Value prior to the withdrawal.

The GMAVC will be allocated among the elected Sub-accounts and the Transfer Account in the same proportion that each bears to your total Account Value immediately prior to the application of the GMAVC.

The GMAVC will not be considered a Purchase Payment for any purpose, including, but not limited to, determining the amount of any death benefit or the value of any optional benefit. However, because the GMAVC will be added to the Account Value, the GMAVC will be subject to each charge under the Annuity that is based on Account Value.

**Guarantee Payments:** Once your Account Value is depleted, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the Designated Life. If the Designated Life is not eligible for LIA, then in the Annuity Year your Account Value is depleted, the only Guarantee Payment due, if any, generally equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Account Value is depleted. If the Designated Life is eligible for LIA, then in the Annuity Year the Account Value is depleted, the only Guarantee Payment due, if any, generally equals the Lifetime Income Accelerator Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years in which you continue to be eligible for LIA, the Guarantee Payment equals the Lifetime Income Accelerator Amount. In subsequent Annuity Years when you are not eligible for LIA, the Guarantee Payment equals the Annual Income Amount.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, single life annuity. We use the same basis that is used to calculate the guaranteed annuity rates in your Annuity.

**Annuity Payments:** If annuity payments are to begin under the terms of your Annuity, you can elect to either:

- (1) apply your Account Value to any annuity option available in the Annuity Payments section of your Annuity; or
- (2) request that, if annuity payments are to begin after the Tenth Anniversary Date, we make annuity payments each year equal to the Annual Income Amount. In any year that you are eligible for LIA, we make annuity payments equal to the Lifetime Income Accelerator Amount. If you would receive a greater payment by applying your Account Value to receive payments for life under your Annuity, we will pay the greater amount.

We will continue to make payments until the death of the Designated Life. If this option is elected, the Annual Income Amount and Lifetime Income Accelerator Amount will not increase after annuity payments have begun.

We must receive your request at our Office In Writing. If annuity payments are to begin under the terms of your Annuity and you have not made an election, we will make annual annuity payments as a single life fixed annuity with ten payments certain using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in your Annuity. The annual guaranteed annuity rates for a single life fixed annuity, with ten payments certain is shown in the Annuity Payment Table in the Schedule Supplement.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in your Annuity; and
- (2) the Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform with applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Account Value in order to begin annuity payments.

**Death of the Designated Life under this Rider:** Please also refer to the "Termination of Benefits" provision below. If such person dies, this Rider terminates and the death benefit provisions of your Annuity apply.

**Misstatement of Age or Sex:** For purposes of this Rider, the following sentence is added to the section in your Annuity entitled "Misstatement of Age or Sex":

If there has been a misstatement of the age and/or sex of the Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

**Minimum Surrender Value:** Any provision in your Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

**Investment Limitations:** While this Rider is in effect, your entire Account Value must be allocated to only those investment options we permit, except as required under the conditions set out in the "Transfers to and from the Transfer Account" section below. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited investment options, changing the extent to which Account Value may be allocated to an investment option, and changing elected investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers made during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. All transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

**Transfer Account:** We monitor the investment performance of your Account Value each Valuation Day to determine if we need to transfer any portion of your Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Account Value to or from the Transfer Account, and we only maintain Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

**Transfers to and from the Transfer Account:** On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and in the event that the Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken on a last in first out basis from the elected Fixed Rate Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

**Withdrawals:** Any withdrawals from your Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected Fixed Rate Options and the Transfer Account.

**Charge for the Rider:** The charge for this Rider is as shown in the Schedule Supplement. The charge is assessed on the last day of each Benefit Quarter, and is applied to the greater of the Account Value or the Protected Withdrawal Value calculated on the Valuation Day prior to the last day of each Benefit Quarter at the quarterly equivalent of the applicable annual rate. On the Effective Date, the applicable rate(s) is as shown in the Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account, elected Fixed Rate Option and the Transfer Account, to the extent to which the Account Value in your Annuity is allocated to either, until the Account Value equals zero or this Rider terminates. If the charge to be deducted exceeds the Account Value at that time, we will reduce the Account Value to zero and this Rider will continue pursuant to the "Guarantee Payments" provision. The charge will not be treated as a withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Account Value described in the "Step-Ups" provision.

Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" provision for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" provision below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted.

**Facility of Payment:** We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if the Designated Life payee is deemed to be legally incompetent, as permitted by law.

**Recovery of Excess Guarantee Payments:** We may recover from you or your estate any Guarantee Payments made after the death of the Designated Life.

**Termination of Benefits:** You may terminate this entire Rider at any time upon notification to us In Writing. Upon the termination of this Rider, we transfer any remaining Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If your Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the investment options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of due proof of death of the Designated Life;
- (3) if Account Value remains on the Annuity Date, or if an election is made to commence annuity payments prior to the Tenth Anniversary Date, the date we transfer all Account Value in order to begin annuity payments;
- (4) each of the Account Value and the Annual Income Amount is zero; and
- (5) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" provision of this Rider or if we do not then consent to continue the Rider.

**PRUCO LIFE INSURANCE COMPANY**



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Secretary

**PRUCO LIFE INSURANCE COMPANY**  
**[2999 NORTH 44<sup>TH</sup> STREET, SUITE 250**  
**PHOENIX, AZ 85014]**

**[HIGHEST DAILY LIFETIME 7 PLUS WITH LIFETIME INCOME ACCELERATOR]**  
**SCHEDULE SUPPLEMENT**

**ANNUITY NUMBER:** [001-0001]

**EFFECTIVE DATE:** [Issue Date of the Rider]

**DESIGNATED LIFE:** [John Doe]

**DATE OF BIRTH:** [February 21, 1945]

**ROLL-UP RATE:** [7.0% per year]

**ANNUAL INCOME PERCENTAGE:**

<b>[Attained Age of Single Designated Life</b>	<b>Annual Income Percentage</b>
Less than 59 ½	4%
59 ½ - 74	5%
75 – 79	6%
80 – 84	7%
85 or more	8%]

**MINIMUM GUARANTEE PAYMENT:** [\$100]

**GUARANTEED BASE VALUE MULTIPLIER:**

<b>[Target Anniversary Date</b>	<b>Guaranteed Base Value Multiplier</b>
10 <sup>th</sup>	200%
20 <sup>th</sup>	400%
25 <sup>th</sup>	600%]

**PERIODIC VALUE CUT-OFF DATE:** [NOT APPLICABLE]

**TRANSFER ACCOUNT:** [AST Investment Grade Bond Portfolio.] If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

**CHARGE FOR THE RIDER:** An annual rate of [1.10%]

**WAITING PERIOD:** [36 Months] from Effective Date

**ELIMINATION PERIOD:** [120 Days] from receipt of request for accelerated eligibility for increased guaranteed minimum payments

**MULTIPLIER FOR LIA :** [2]

**LIA LIMITATION:** [NOT APPLICABLE]

**[HIGHEST DAILY LIFETIME 7 PLUS WITH LIFETIME INCOME ACCELERATOR]  
SCHEDULE SUPPLEMENT**

**ANNUITY PAYMENT TABLE:** [The Annuity Payment Table below is used to compute the minimum annual amount of a single life annuity payment with 10 payments certain per \$1,000 applied. We used the Annuity 2000 Valuation Mortality Table, less two years, with projected mortality improvements (modified scale G), with an interest rate of [3%] per year in preparing the Annuity Payment Table.

**Single Life Annuity Payment with 10 Payments Certain**

<b>Age</b>	<b>Male</b>	<b>Female</b>	<b>Unisex</b>
45	42.03	39.95	40.37
50	44.98	42.43	42.94
55	48.68	45.60	46.22
60	53.45	49.71	50.46
65	59.66	55.11	56.03
70	67.55	62.27	63.34
75	77.02	71.62	72.72
80	87.48	83.01	83.94
85	97.52	94.84	95.40
90	105.41	104.20	104.46
95	110.53	109.94	110.06

The factors in the Annuity Payment Table are based on the Annuitant's Adjusted Age and sex. The Adjusted Age is the Annuitant's age last birthday prior to the date on which the first Annuity payment is due, adjusted as shown in the "Translation of Adjusted Age Table" below.

**Translation of Adjusted Age Table**

<b>Calendar Year in Which First Payment is Due</b>	<b>Adjusted Age</b>	<b>Calendar Year in Which First Payment is Due</b>	<b>Adjusted Age</b>
Prior to 2010	Actual Age	2050 through 2059	Actual Age minus 5
2010 through 2019	Actual Age minus 1	2060 through 2069	Actual Age minus 6
2020 through 2029	Actual Age minus 2	2070 through 2079	Actual Age minus 7
2030 through 2039	Actual Age minus 3	2080 through 2089	Actual Age minus 8
2040 through 2049	Actual Age minus 4	2090 through 2099	Actual Age minus 9]

**[HIGHEST DAILY LIFETIME 7 PLUS WITH LIFETIME INCOME ACCELERATOR]  
SCHEDULE SUPPLEMENT (CONTINUED)**

**TRANSFER CALCULATION FORMULA**

**The following are the Terms and Definitions referenced in the Transfer Calculation Formula:**

- o  $C_u$  the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $C_{us}$  the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $C_t$  the target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $C_l$  the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o  $L$  the target value as of the current Valuation Day.
- o  $r$  the target ratio.
- o  $a$  the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o  $V_V$  the total value of all elected Sub-accounts in the Annuity.
- o  $V_F$  the total value of all elected Fixed Rate Options in the Annuity
- o  $B$  the total value of all Transfer Account allocations.
- o  $P$  the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greater of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income\*; and (2) any highest daily Account Value occurring on or after the date of the first Lifetime Withdrawal and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments and adjusted for Lifetime Withdrawals.
- o  $T$  the amount of a transfer into or out of the Transfer Account
- o  $T_M$  the amount of a monthly transfer out of the Transfer Account

\*Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

**Daily Target Value Calculation:**

On each Valuation Day, a target value ( $L$ ) is calculated, according to the following formula. Target values are subject to change for new elections of the Rider on a going-forward basis.

$$L = 0.05 * P * a$$

**Daily Transfer Calculation:**

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

Target Ratio  $r = (L - B) / (V_V + V_F)$ .

- If on the third consecutive Valuation Day  $r > C_u$  and  $r \leq C_{us}$  or if on any day  $r > C_{us}$  and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts and Fixed Rate Options, if applicable, are transferred to the Transfer Account in accordance with the Transfer provisions of the Rider.
- If  $r < C_l$ , and there are currently assets in the Transfer Account ( $B > 0$ ), assets in the Transfer Account are transferred to the elected Sub-accounts according to most recent allocation instructions.

**90% Cap Rule:** If, on any Valuation Day this Rider remains in effect, a transfer occurs into the Transfer Account which results in 90% of the Account Value being allocated to the Transfer Account, any transfers into the Transfer account will be suspended, even if the formula would otherwise dictate that transfer into the Transfer Account should occur. Transfers out of the Transfer Account and into the elected Sub-accounts will still be allowed. The suspension will be lifted once a transfer out of the Transfer Account occurs due either to a Daily or Monthly Transfer Calculation. Due to the performance of the Transfer Account and the elected Sub-accounts, the Account Value could be more than 90% invested in the Transfer Account.

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_i] / (1 - C_i))$  Money is transferred from the elected Sub-accounts and Fixed Rate Options to the Transfer Account

$T = \{\text{Min} (B, - [L - B - (V_V + V_F) * C_i] / (1 - C_i))\}$  Money is transferred from the Transfer Account to the elected Sub-accounts

**Monthly Transfer Calculation:**

On each monthly anniversary of the Annuity Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u)$ , then

$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$  Money is transferred from the Transfer Account to the elected Sub-accounts.]

*SERFF Tracking Number:* PRUD-125913809      *State:* Arkansas  
*Filing Company:* Pruco Life Insurance Company      *State Tracking Number:* 40977  
*Company Tracking Number:* P-RID-HD7(2/09)  
*TOI:* A02.1G Group Annuities - Deferred Non-      *Sub-TOI:* A02.1G.002 Flexible Premium  
Variable and Variable  
*Product Name:* P-RID-HD7(2/09)  
*Project Name/Number:* P-RID-HD7(2/09)/P-RID-HD7(2/09)

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-125913809 State: Arkansas  
Filing Company: Pruco Life Insurance Company State Tracking Number: 40977  
Company Tracking Number: P-RID-HD7(2/09)  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: P-RID-HD7(2/09)  
Project Name/Number: P-RID-HD7(2/09)/P-RID-HD7(2/09)

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Certification/Notice 11/20/2008  
**Comments:**  
**Attachment:**  
AR - 7.\_PRU.pdf

**Review Status:**  
**Satisfied -Name:** Statement of Variability 11/24/2008  
**Comments:**  
**Attachments:**  
P-HD7 VarMem \_generic\_.pdf  
P-HD7DB - VarMem \_generic\_.pdf  
P-HD7LIA - VarMem \_generic\_.pdf

**Review Status:**  
**Satisfied -Name:** Cover Letter 11/24/2008  
**Comments:**  
**Attachment:**  
Pruco Cover Letter Arkansas.pdf

**Review Status:**  
**Satisfied -Name:** Ar. Filing Fee Form 11/24/2008  
**Comments:**  
**Attachment:**  
AR - 7a PRU.pdf

**Pruco Life Insurance Company  
751 Broad Street, Plaza Building  
Newark, NJ 07102**

**STATE OF ARKANSAS**

**CERTIFICATION OF COMPLIANCE**

I hereby certify that Pruco Life Insurance Company complies with the requirements of Rules and Regulation #34 of the Arkansas Insurance Department regarding our Form No. P-RID-HD7(2/09), P-SCH-HD7(2/09), P-RID-HD7-DB(2/09), P-SCH-HD7-DB(2/09), P-RID-HD7-LIA(2/09), P-SCH-HD7-LIA(2/09)



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Suzanne Hurel – VP, Contracts

November 20, 2008

Date

**PRUCO LIFE INSURANCE COMPANY**

**STATEMENT OF VARIABILITY FOR  
HIGHEST DAILY LIFETIME 7 PLUS BENEFIT  
SCHEDULE SUPPLEMENT P-SCH-HD7(2/09)**

Brackets in the referenced Schedule Supplement designate any variable material. There are two types of variations: those that vary by purchaser and those items that vary by class of purchaser. For any designated class of purchaser the values shown within brackets in the referenced Schedule Supplement will not be applied in a discriminatory manner.

Currently, for marketing purposes, the benefit is referenced as the "Highest Daily Lifetime 7 Plus Benefit." We may change the marketing name to accommodate future business needs or if we enter into a proprietary or private placement arrangement.

The current Company name and address are as indicated in the referenced annuity forms. These are subject to change over time.

From time to time we may use administrative codes/information for recordkeeping purposes. If we do, such information will appear on the bottom right hand side of the form, one line below the state filed annuity form number or in the upper right side of the form above the Company name. We consider any administrative information to not be part of the filed annuity form. We reserve the right to include, delete, or change administrative information.

**VARIATIONS BY PURCHASER:**

<b>Annuity Number</b>	This is the number assigned to the Annuity by us for record keeping purposes.
<b>Effective Date</b>	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
<b>[[Spousal] Designated Life/Lives]</b>	This item will reflect the name and birth date of the individual(s) for whom we issue this benefit as the Designated Life/Lives.

**VARIATIONS BY CLASS OF PURCHASER:** The following items may vary based on any decisions affecting new business or specific classes of purchasers. Minimum and maximum value ranges that may be used are indicated.

<b>Roll-Up Rate</b>	Currently the Roll-Up Rate is 7% per year. In the future we may use a Roll-Up Rate ranging between 0% and 10% per year. Roll-Up Rates may vary, based on the period the benefit has been in effect under the Annuity, e.g., 5% for the first three years the benefit is in effect, 4% for the remainder of the period, etc.
<b>Annual Income Percentage</b>	Currently this percentage is based on attained age of the single Designated Life or the younger of the Spousal Designated Lives. Currently, the range for this item is 4% to 8%. In the future, the Annual Income Percentage may range from 1% to 10%.

<b>Minimum Guarantee Payment</b>	Currently this amount is \$100. In the future this amount may be as little as \$25 or as much as \$1000.
<b>Guarantee Base Value Multiplier</b>	Currently, this percentage is based on the Target Anniversary Date of the Benefit. Currently the range is 200% to 600%. In the future, the Guarantee Base Multiplier may range from 0% to 1000% and the Target Anniversary Date may range from not applicable to 50 years from the Effective Date.
<b>Periodic Value Cut-Off Date</b>	Currently the Periodic Value Cut-Off Date is not applicable. In the future, we may extend the date to a maximum of 40 years from the Effective Date.
<b>Transfer Account</b>	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is the AST Investment Grade Bond Portfolio. If this portfolio is discontinued, we will substitute the successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.
<b>Charge for the Rider</b>	<p>Currently the charge for this benefit is assessed at the end of each Benefit Quarter at the quarterly equivalent of an annual rate of 0.75% if the benefit is elected with a Single Designated Life. If this benefit is elected with Spousal Designated Lives, the charge is the quarterly equivalent of an annual rate of 0.90%, and the insert for the "Charge for the Rider" would read: "You have elected this Rider on a Spousal Designated Lives basis. Therefore, the annual rate is 0.90%."</p> <p>In the future we may vary the charge, using a range of 0% to 1.50% when this benefit is elected on either a Single Designated Life or Spousal Designated Lives basis.</p>
<b>Annuity Payment Table</b>	This table may vary, depending on the mortality table, interest rate, and any age set back or projected mortality improvement scale used, as well as the age intervals illustrated.
<b>Transfer Calculation Formula</b>	We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.
<b>90% Cap Rule:</b>	Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the cap may range from 50% to 100%.

**PRUCO LIFE INSURANCE COMPANY**

**STATEMENT OF VARIABILITY FOR  
HIGHEST DAILY LIFETIME 7 PLUS WITH BENEFICIARY INCOME OPTION BENEFIT  
SCHEDULE SUPPLEMENT P-SCH-HD7-DB(2/09)**

Brackets in the referenced Schedule Supplement designate any variable material. There are two types of variations: those that vary by purchaser and those items that vary by class of purchaser. For any designated class of purchaser the values shown within brackets in the referenced Schedule Supplement will not be applied in a discriminatory manner.

Currently, for marketing purposes, the benefit is referenced as the "Highest Daily Lifetime 7 Plus With Beneficiary Income Option Benefit." We may change the marketing name to accommodate future business needs or if we enter into a proprietary or private placement arrangement.

The current Company address is as indicated in the referenced annuity forms. This is subject to change over time.

From time to time we may use administrative codes/information for recordkeeping purposes. If we do, such information will appear on the bottom right hand side of the form, one line below the state filed annuity form number or in the upper right side of the form above the Company name. We consider any administrative information to not be part of the filed annuity form. We reserve the right to include, delete, or change administrative information.

**VARIATIONS BY PURCHASER:**

<b>Annuity Number</b>	This is the number assigned to the Annuity by us for record keeping purposes.
<b>Effective Date</b>	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
<b>[[Spousal] Designated Life/Lives]</b>	This item will reflect the name and birth date of the individual(s) for whom we issue this benefit as the Designated Life/Lives.

**VARIATIONS BY CLASS OF PURCHASER:** The following items may vary based on any decisions affecting new business or specific classes of purchasers. Minimum and maximum value ranges that may be used are indicated.

<b>Roll-Up Rate</b>	Currently the Roll-Up Rate is 7% per year. In the future we may use a Roll-Up Rate ranging between 0% and 10% per year. Roll-Up Rates may vary, based on the period the benefit has been in effect under the Annuity, e.g., 5% for the first three years the benefit is in effect, 4% for the remainder of the period, etc.
<b>Annual Income Percentage</b>	Currently this percentage is based on attained age of the single Designated Life or the younger of the Spousal Designated Lives. Currently, the range for this item is 4% to 8%. In the future, the Annual Income Percentage may range from 1% to 10%.

<b>Minimum Guarantee Payment</b>	Currently this amount is \$100. In the future this amount may be as little as \$25 or as much as \$1000.
<b>Guaranteed Base Value Multiplier</b>	Currently, this percentage is based on the Target Anniversary Date of the Benefit. Currently the range is 200% to 600%. In the future, the Guarantee Base Multiplier may range from 0% to 1000% and the Target Anniversary Date may not be applicable or as high as 50 years from the Effective Date.
<b>Periodic Value Cut-off Date</b>	Currently the Periodic Value Cut-off Date is the Tenth Anniversary of the Effective Date of the Rider, defined as "Tenth Anniversary Date" in the Rider. In the future we reserve the right to make the Periodic Value Cut-off Date not applicable or extend it to a maximum of 40 years from the Effective Date.
<b>Transfer Account</b>	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is the AST Investment Grade Bond Portfolio. If this portfolio is discontinued, we will substitute the successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.
<b>Charge for the Rider</b>	Currently the charge for this benefit is assessed at the end of each Benefit Quarter at the quarterly equivalent of an annual rate of 1.10% if the Benefit is elected with a Single Designated Life or Spousal Designated Lives. In the future we may vary the charge, using a range of 0% to 2.0%
<b>Annuity Payment Table</b>	This section may vary, depending on the mortality table, interest rate, and any age set back or projected mortality improvement scale used, as well as the age intervals illustrated.
<b>Transfer Calculation Formula</b>	We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.
<b>90% Cap Rule:</b>	Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the cap may range from 50% to 100%.

**PRUCO LIFE INSURANCE COMPANY**

**STATEMENT OF VARIABILITY FOR  
HIGHEST DAILY LIFETIME 7 PLUS WITH LIFETIME INCOME ACCELERATOR BENEFIT  
SCHEDULE SUPPLEMENT P-SCH-HD7-LIA(2/09)**

Brackets in the referenced Schedule Supplement designate any variable material. There are two types of variations: those that vary by purchaser and those items that vary by class of purchaser. For any designated class of purchaser the values shown within brackets in the referenced Schedule Supplement will not be applied in a discriminatory manner.

Currently, for marketing purposes, the benefit is referenced as the "Highest Daily Lifetime 7 Plus With Lifetime Income Accelerator Benefit." We may change the marketing name to accommodate future business needs or if we enter into a proprietary or private placement arrangement.

The current Company address is as indicated in the referenced annuity forms. This is subject to change over time.

From time to time we may use administrative codes/information for recordkeeping purposes. If we do, such information will appear on the bottom right hand side of the form, one line below the state filed annuity form number or in the upper right side of the form above the Company name. We consider any administrative information to not be part of the filed annuity form. We reserve the right to include, delete, or change administrative information.

**VARIATIONS BY PURCHASER:**

<b>Annuity Number</b>	This is the number assigned to the Annuity by us for record keeping purposes.
<b>Effective Date</b>	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
<b>[Designated Life]</b>	This item will reflect the name and birth date of the individual for whom we issue this benefit as the Designated Life.

**VARIATIONS BY CLASS OF PURCHASER:** The following items may vary based on any decisions affecting new business or specific classes of purchasers. Minimum and maximum value ranges that may be used are indicated.

<b>Roll-Up Rate</b>	Currently the Roll-Up Rate is 7% per year. In the future we may use a Roll-Up Rate ranging between 0% and 10% per year. Roll-Up Rates may vary, based on the period the benefit has been in effect under the Annuity, e.g., 5% for the first three years the benefit is in effect, 4% for the remainder of the period, etc.
<b>Annual Income Percentage</b>	Currently this percentage is based on attained age of the Designated Life. Currently, the range for this item is 4% to 8%. In the future, the Annual Income Percentage may range from 1% to 10%.
<b>Minimum Guarantee Payment</b>	Currently this amount is \$100. In the future this amount may be as little as \$25 or as much as \$1000.
<b>Guaranteed Base Value Multiplier</b>	Currently, this percentage is based on the Target Anniversary Date of the Benefit. Currently the range is 200% to 600%. In the future, the Guarantee Base Multiplier may range from 0% to 1000% and the Target Anniversary Date may be not applicable to as much as 50 years from the Effective Date.
<b>Periodic Value</b>	Currently the Periodic Value Cut-off Date is the Tenth Anniversary of the

<b>Cut-off Date</b>	Effective Date of the Rider, defined as "Tenth Anniversary Date" in the Rider. In the future we reserve the right to make the Periodic Value Cut-off Date not applicable or extend the date to a maximum of 50 years from the Effective Date.
<b>Transfer Account</b>	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is the AST Investment Grade Bond Portfolio. If this portfolio is discontinued, we will substitute the successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.
<b>Charge for the Rider</b>	Currently the charge for this benefit is assessed at the end of each Benefit Quarter at the quarterly equivalent of an annual rate of 1.10%  In the future we may vary the charge, using a range of 0% to 2.00%. This item may be changed to reflect changes in interest rate activity, capital standards and competitive pressures over time.
<b>Waiting Period</b>	Currently the Waiting Period that must be completed in order to become eligible for LIA is 36 months. In the future, it may be not applicable or as long as 10 years.
<b>Elimination Period</b>	Currently the Elimination Period that must be completed in order to become eligible for LIA is 120 days. In the future, it may be not applicable or as long as 2 years.
<b>Multiplier for LIA</b>	Currently the Multiplier for LIA is 2. In the future it may be as low as 1 or as high as 4.
<b>LIA Limitation</b>	Currently the LIA Limitation is not applicable. In the future, we may limit the number of Annuity Years in which you can be eligible for the Lifetime Income Accelerator Amount up to a maximum of 20 years.
<b>Annuity Payment Table</b>	This section may vary, depending on the mortality table, interest rate, and any age set back or projected mortality improvement scale used, as well as the age intervals illustrated.
<b>Transfer Calculation Formula</b>	We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.
<b>90% Cap Rule:</b>	Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the cap may range from 50% to 100%.



Pruco Life Insurance Company  
One Corporate Drive  
Shelton, CT 06484  
(203) 925-7197

**VIA SERFF**

November 20, 2008

Honorable Julia Benafield Bowman, Insurance Commissioner  
Life and Health Division  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201

Attn: Claudia Meeks, Rates and Form Filings

RE: Pruco Life Insurance Company ("Pruco," "we," "us")  
NAIC #79227 FEIN # 22-1944557

Forms Submitted for Approval:

Rider Form P-RID-HD7 (2/09), Schedule Supplement Form P-SCH-HD7(2/09)

Rider Form P-RID-HD7-DB(2/09), Schedule Supplement Form P-SCH-HD7-DB(2/09)

Rider Form P-RID-HD7-LIA(2/09), Schedule Supplement Form P-SCH-HD7-LIA(2/09)

Dear Ms. Meeks:

Pruco respectfully submits the referenced forms for your approval. Once your Department approves this filing, these forms will be offered as optional benefits for any new and existing annuity business (that has received your Department's prior approval) in a non-discriminatory fashion.

Forms P-RID-HD7(2/09) and P-SCH-HD7(2/09) are similar to prior filed Forms P-RID-HD7(1/08), P-SCH-HD7(1/08) that were approved by your Department on November 29, 2007 SERFF Tracking Number PRUD-125356407. We have updated the prior approved forms for new business issue. Just as in the prior approved rider forms, the Rider we are filing makes provision for guaranteed minimum payments for the lifetime of a single Designated or Spousal Designated Lives, defined in the Rider. A "Protected Withdrawal Value" is used to calculate the initial annual income amount. As in the prior approved versions, this Rider will make use of a transfer formula to monitor investment performance and move funds between the investment options selected by the owner and a transfer account to mitigate the risks borne by the company associated with the optional rider's guarantees. The main differences between the forms that received prior approval and the forms being submitted now are: (1) the new forms offer a one-time Non-Lifetime Withdrawal where an annuity owner may request a withdrawal that will not result in the calculation of the Initial Annual Income Amount; (2) the addition of a Target Anniversary Date of the Effective Date of the Rider on which the Periodic Value may be increased if no prior Lifetime Withdrawals have been taken; and (3) the Transfer Calculation Formula is updated to indicate a maximum amount of Account Value that can be transferred into the Transfer Account.

Forms P-RID-HD7-DB(2/09) and P-SCH-HD7-DB(2/09) are similar to prior filed Forms P-RID-HD7-DB(7/08) and P-SCH-HD7-DB(7/08) that were approved by your Department on May 2, 2008, SERFF Tracking No. PRUD-12562324. We have updated the prior approved forms for new business issue. Just as in the prior approved rider forms, the Rider we are filing makes provision for guaranteed minimum payments for the lifetime of a single Designated or Spousal Designated Lives, defined in the Rider. A "Protected Withdrawal Value" is used to calculate the initial annual income amount and the forms offer a death benefit, that is payable upon the death of the single Designated Life or second death of Spousal Designated Lives.

As in the prior approved versions, this Rider will make use of a transfer formula to monitor investment performance and move funds between the investment options selected by the owner and a transfer account to mitigate the risks borne by the company associated with the optional rider's guarantees. The same three changes described above with respect to form P-RID-HD7(2/09) and P-SCH-HD7(2/09) are proposed for this benefit as well.

Forms P-RID-HD7-LIA(2/09) and P-SCH-HD7-LIA(2/09) are similar to prior filed Forms P-RID-HD7-LIA(7/08) and P-SCH-HD7-LIA(7/08) that were approved by your Department on May 7, 2008, PRUD-125631808. We have updated the prior approved forms for new business issue. Just as in the prior approved rider forms, the Rider we are filing makes provision for guaranteed minimum payments for the lifetime of a single Designated, defined in the Rider. A "Protected Withdrawal Value" is used to calculate the initial annual income amount and the form makes provision for an increased guaranteed minimum payment referred to as the Lifetime Income Accelerator ("LIA"). As in the prior approved versions, this Rider will make use of a transfer formula to monitor investment performance and move funds between the investment options selected by the owner and a transfer account to mitigate the risks borne by the company associated with the optional rider's guarantees. The same three changes described above with respect to form RID-HD7(2/09) and SCH-HD7(2/09) are proposed for this benefit as well.

The annuity forms submitted are designed for use for qualified and non-qualified sales, as defined in the Internal Revenue Code. Should this Rider be used with certain qualified sales described under the Internal Revenue Code, the appropriate endorsement, approved or accepted by your Department, will be provided to the annuity holder and will be made part of the annuity to satisfy any federal qualified usage requirements.

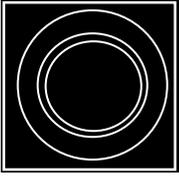
Any brackets in the Rider or its respective Schedule Supplement indicate that we reserve the right to change the information shown within brackets, without re-filing with your Department, based on new business requirement and any specific classifications of annuity holders to which we wish to offer these benefits. Statements of Variable Material are included with this filing to describe how variable information may change.

Please note that actuarial memorandums, and any related material, are enclosed with this submission. These actuarial memorandums are annuity product-specific. Any certifications or other materials Pruco believes you require are also enclosed. Pruco believes that federal law exempts these forms from any "Flesch score" or readability requirements in your statutes or regulations. Unless otherwise informed, Pruco reserves the right to alter the pagination, layout, including sequential order, color, and typeface of these forms. Pruco confirms any such change will be in conformance with your State's filing requirements. Please contact the undersigned as indicated below if you have any questions or require additional information.

Very truly yours,



Pamela Bonaparte-Golding  
Contract Specialist  
Phone: (203) 944-7544  
Email: [pamela.bonaparte-golding@prudential.com](mailto:pamela.bonaparte-golding@prudential.com)  
Fax: (203) 944-7737  
Enclosures



**ARKANSAS  
INSURANCE  
DEPARTMENT**

400 University Tower Building  
1123 South University Ave.  
Little Rock, Arkansas 72204

Lee Douglass  
Insurance Commissioner

501-686-2900

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Pruco Life Insurance Company

Company NAIC Code: 79227

Company Contact Person & Telephone # Pamela Bonaparte-Golding (203) 944-7544

INSURANCE DEPARTMENT USE ONLY

ANALYST: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ ROUTE SLIP: \_\_\_\_\_

ALL FEES ARE PER EACH INSURER. PER ANNUAL STATEMENT LINE OF BUSINESS.  
UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing. \* \_\_\_\_ x \$ 50 = \_\_\_\_  
\*\*Retaliatory \_\_\_\_

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer. \* \_\_\_\_ x \$ 50 = \_\_\_\_  
\*\*Retaliatory \_\_\_\_

Life and/or Disability: Filing and review of Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form. \* 6 x \$ 20 = \$120  
\*\*Retaliatory \_\_\_\_

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer. \* \_\_\_\_ x \$ 25 = \_\_\_\_  
\*\*Retaliatory \_\_\_\_

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority. \* \_\_\_\_ x \$400= \_\_\_\_

Filing to amend Certificate of Authority. \*\*\* \_\_\_\_ x \$100= \_\_\_\_

\*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.

\*\*THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

\*\*\*THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. § 23-61-401.



**PRUCO LIFE INSURANCE COMPANY**  
**2999 NORTH 44<sup>TH</sup> STREET, SUITE 250**  
**PHOENIX, AZ 85014**

**HIGHEST DAILY LIFETIME 7 PLUS BENEFIT RIDER**

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in your Annuity, except as may be provided below.

This Rider makes provision for guaranteed minimum payments for the lifetime of a single Designated Life or Spousal Designated Lives (defined below). In addition, this Rider makes provision for a Guaranteed Minimum Account Value Credit ("GMAVC") if you meet certain requirements. These provisions are described below. The benefits under this Rider continue until and unless the benefits terminate as described below in "Termination of Benefits." If your Account Value is depleted (reduced to zero) and there are any remaining values, we pay a remaining value as guarantee payments ("Guarantee Payments").

**Definitions:** For purposes of this Rider, the following definitions apply:

**Account Value:** The definition of "Account Value" in your Annuity also includes the value of the Transfer Account.

**Adjusted Purchase Payments:** Purchase Payments increased by any Credits applied to your Account Value in relation to Purchase Payments and decreased by any charges deducted from such Purchase Payments.

**Benefit Quarter:** A three month period beginning on the Effective Date and each three-month anniversary of the Effective Date, and ending on the last day of that three-month period.

**Benefit Year:** A year beginning on the Effective Date and on each anniversary of the Effective Date.

**Designated Life/Lives:** The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Schedule Supplement.

**Effective Date:** The Effective Date of this Rider is shown in the Schedule Supplement.

**First Death:** The death of the first of the Spousal Designated Lives to die.

**Guaranteed Base Value:** The Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

**In Writing:** This term may be referred to as "Good Order" in your Annuity.

**Lifetime Withdrawal:** Any withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

**Non-Lifetime Withdrawal:** A withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the Initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Annuity's Minimum Surrender Value After Withdrawal provisions.

**Owner/Participant:** The term "Owner" may be referred to as "Participant" in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

**Spouse:** An individual whom we believe would be recognized as a spouse under federal law.

**Target Anniversary Date:** An anniversary of the Effective Date specified in the Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made prior to that date.

**Tenth Anniversary Date:** The tenth anniversary of the Effective Date.

**Transfer Account:** Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Schedule Supplement.

**Transfer Calculation Formula:** A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Schedule Supplement.

Other capitalized terms in this Rider are either defined in the Rider or in your Annuity.

**Owner, Annuitant and Beneficiary Designations:** For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For a single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life. If the Owner is an entity that we permit, the Annuitant must be the Designated Life. You may not name a Co-Owner if a single Designated Life is listed in the Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouses at the time this Rider is elected and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If a Co-Owner is named, he/she must be the other Spousal Designated Life. No additional Co-Owners may be named. While both Spousal Designated Lives are alive, each Co-Owner must be designated as the other Co-Owner's primary Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the surviving Designated Life after the First Death.

While this Rider is in effect, the single Designated Life/Spousal Designated Lives may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider terminating at the First Death.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Schedule Supplement.

**Annual Income Amount:** We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount ("Annual Income Amount") as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date.

If you have elected this benefit with Spousal Designated Lives, and one of the Designated Lives is removed for any reason (divorce, death, etc.), we will continue to use the date of birth of the younger of both those Spousal Designated Lives for purposes of calculating the applicable Annual Income Percentage.

**Protected Withdrawal Value:** The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or a Periodic Value Cut-off Date, if any, shown in the Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-off Date, is equal to the greater of:

- (1) the Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Account Value upon any Step Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" provision for details.

**Periodic Value:** The Periodic Value initially is equal to the Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding business day (the "Prior Valuation Day") appreciated at the daily equivalent of the Roll-Up Rate indicated in the Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken prior to the Target Anniversary Date, the sum of:
  - (a) the Guaranteed Base Value multiplied by the applicable Guaranteed Base Value Multiplier shown in the Schedule Supplement and
  - (b) all Adjusted Purchase Payments made after one year following the Effective Date up to the Current Valuation Day.

**Impact of Lifetime Withdrawals:** Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce

the Annual Income Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income ("Excess Income"). Each withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year's Annual Income Amount reduces the Annual Income Amount proportionately. Each proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the withdrawal of any Annual Income Amount and prior to the withdrawal of the Excess Income (even if both withdrawals occurred in the same day or as one withdrawal request). Each withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No GMAVC, as described below, will be applied if any Lifetime Withdrawal is taken prior to the Tenth Anniversary Date. No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount, even if the total amount of such withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as withdrawals of Purchase Payments. Each withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

**Withdrawal Flexibility:** Lifetime Withdrawals are not required. However, the Annual Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount.

**Impact of a Non-Lifetime Withdrawal:** A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that withdrawal amount represents of the Account Value prior to the withdrawal. These guarantees are the Guaranteed Base Value, the Protected Withdrawal Value and the Guaranteed Minimum Account Value Credit.

**Additional Purchase Payment(s) after your First Withdrawal:** If your Annuity permits additional Purchase Payments, then, before your Account Value is depleted, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

**Purchase Payment(s) Limitation:** If your Annuity permits additional Purchase Payments, we may limit any additional Purchase Payment(s) if we determine that as a result of the timing and amounts of your additional Purchase Payments and withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class in a nondiscriminatory manner.

**Required Minimum Distributions:** If: (1) any Required Minimum Distributions are made in any Annuity Year from your Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount, then, such distributions of the difference of the Annual Income Amount and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of your Annuity, and do not include the value of any other accounts subject to the Required

Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from your Annuity; therefore, no GMAVC, as described below, will be applied if such withdrawal is made prior to the Tenth Anniversary Date.

**Step-Ups:** We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of your Annuity after the first Lifetime Withdrawal subsequent to the Effective Date, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Schedule Supplement to the highest daily Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of your Annuity, whichever is later)), adjusted for any withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, at the time the step-up occurs.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us In Writing if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us in Good Order. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

**Guaranteed Minimum Account Value Credit (“GMAVC”):** The GMAVC is equal to the difference between (a) the Guaranteed Base Value and (b) the Account Value on the Tenth Anniversary Date. We will apply a GMAVC to your Account Value if on the Tenth Anniversary Date: (1) you have not made any Lifetime Withdrawals; and (2) the GMAVC is greater than zero.

If you have taken a Non-Lifetime Withdrawal prior to the Tenth Anniversary Date, we will reduce the Guaranteed Base Value by the same ratio as the amount of the Non-Lifetime Withdrawal to the Account Value prior to the withdrawal.

The GMAVC will be allocated among the elected Sub-accounts and the Transfer Account in the same proportion that each bears to your total Account Value immediately prior to the application of the GMAVC.

The GMAVC will not be considered a Purchase Payment for any purpose, including, but not limited to, determining the amount of any death benefit or the value of any optional benefit. However, because the GMAVC will be added to the Account Value, the GMAVC will be subject to each charge under the Annuity that is based on Account Value.

**Guarantee Payments:** Once your Account Value is depleted, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the single Designated Life or the second of the Spousal Designated Lives to die (or upon the simultaneous deaths of both Spousal Designated Lives), as applicable, as long as the Spousal Designated Lives were Spouses at the time of the First Death. In the Annuity Year in which your Account Value is depleted, the only Guarantee Payment due, if any, generally equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Account Value is depleted.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for

a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living, or a fixed, single life annuity if only one of the Spousal Designated Lives is living or if this Rider was issued with a single Designated Life. We use the same basis that is used to calculate the guaranteed annuity rates in your Annuity.

**Annuity Payments:** If annuity payments are to begin under the terms of your Annuity, you can elect to either:

- (1) apply your Account Value to any annuity option available in the Annuity Payments section of your Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will continue to make such payments until the death of the single Designated Life or, as applicable, the death of the second Spousal Designated Life as long as the Spousal Designated Lives were Spouses at the time of the First Death. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

We must receive your request at our Office in Good Order. If annuity payments are to begin under the terms of your Annuity and you have not made an election, we will make annual annuity payments as a joint and last survivor fixed annuity or as a single life fixed annuity, as applicable, each with ten payments certain using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in your Annuity. The annual guaranteed annuity rates for a joint and last survivor fixed annuity and a single life fixed annuity, each with ten payments certain are shown in the Annuity Payment Table in the Schedule Supplement.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in your Annuity; and
- (2) the Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform with applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Account Value in order to begin annuity payments.

**Death of a Designated Life under this Rider:** Please also refer to the "Termination of Benefits" provision below.

**Death of the Single Designated Life:** If this Rider was issued with a single Designated Life and such person dies, this Rider terminates and the death benefit provisions of your Annuity apply.

**Death of the First of the Spousal Designated Lives and Spousal Continuation:** For purposes of this Rider the "Spousal Continuation" provision of your Annuity is supplemented as follows:

- Upon the First Death, if a death benefit would be payable under the Annuity, and the surviving Designated Life chooses to continue the Annuity, this Rider remains in force unless we are instructed otherwise. We will not transfer any amounts to the money market Sub-account upon receipt of due proof of the decedent's death in connection with this Rider. The Account Value will remain allocated among the elected investment options and the Transfer Account for this Rider (see the "Investment Limitations" provision below).
- Upon the First Death, if a death benefit would be payable under the Annuity, and a Spouse who chooses to continue the Annuity is not a Designated Life, this Rider terminates. Refer to the "Termination of Benefits" provision below.
- Upon the First Death, if a death benefit would be payable under the Annuity, and the Annuity is not continued according to the Spousal Continuation provision of the Annuity, the death benefit will be paid under the terms of your Annuity, and the Rider terminates as of the date we receive due proof of death in Good Order.
- Upon the First Death, if a death benefit is not payable under the Annuity (e.g., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), the Rider will continue.

**Death of the Second of the Spousal Designated Lives:** If this Rider was issued with Spousal Designated Lives and the second Spousal Designated Life dies, this Rider terminates and the death benefit provisions of your Annuity apply.

**Misstatement of Age or Sex:** For purposes of this Rider, the following sentence is added to the section in your Annuity entitled "Misstatement of Age or Sex":

If there has been a misstatement of the age and/or sex of a single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

**Minimum Surrender Value:** Any provision in your Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

**Investment Limitations:** While this Rider is in effect, your entire Account Value must be allocated to only those investment options we permit, except as required under the conditions set out in the "Transfers to and from the Transfer Account" section below. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited investment options, changing the extent to which Account Value may be allocated to an investment option, and changing elected investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers made during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. All transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

**Transfer Account:** We monitor the investment performance of your Account Value each Valuation Day to determine if we need to transfer any portion of your Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Account Value to or from the Transfer Account, and we only maintain Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

**Transfers to and from the Transfer Account:** On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and in the event that the Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken on a last in first out basis from the elected Fixed Rate Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

**Withdrawals:** Any withdrawals from your Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected Fixed Rate Options and the Transfer Account.

**Charge for the Rider:** The charge for this Rider depends on whether you have named a single Designated Life or Spousal Designated Lives. The charge is assessed on the last day of each Benefit Quarter, and is applied to the greater of the Account Value or the Protected Withdrawal Value calculated on the Valuation Day prior to the last day of each Benefit Quarter at the quarterly equivalent of the applicable annual rate. On the Effective Date, the applicable rate(s) is as shown in the Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account, elected Fixed Rate Option and the Transfer Account, to the extent to which the Account Value in your Annuity is allocated to any of them, until the Account Value equals zero or this Rider terminates. If the charge to be deducted exceeds the Account Value at that time, we will reduce the Account Value to zero and this Rider will continue pursuant to the "Guarantee Payments" provision. The charge will not be treated as a withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Account Value described in the "Step-Ups" provision.

Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" provision for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" provision below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted.

**Proof of Survival:** Any Guarantee Payment is subject to evidence we receive in Good Order that the single Designated Life or at least one Spousal Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the single Designated Life or at least one of the Spousal Designated Lives. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

**Facility of Payment:** We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

**Recovery of Excess Guarantee Payments:** We may recover from you or your estate any Guarantee Payments made after the death of the single Designated Life or both Spousal Designated Lives.

**Termination of Benefits:** You may terminate this Rider at any time upon notification to us in Good Order. Upon the termination of this Rider, we transfer any remaining Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If your Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the investment options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of due proof of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the surviving Spousal Designated Life does not elect to continue the Annuity, and any Account Value remains on the date of death;
- (3) the date of receipt of due proof of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and any Account Value remains on the date of death;
- (4) the date of receipt of due proof of the death of the single Designated Life or the second to die of the Spousal Designated Lives, if death occurs while Account Value remains on the date of death;
- (5) the date of death of the single Designated Life or the second to die of the Spousal Designated Lives when Account Value is depleted as of the date of death;
- (6) if Account Value remains on the Annuity Date, or if earlier, the date we transfer all Account Value in order to begin annuity payments;
- (7) each of the Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" provision of this Rider or if we do not then consent to continue the Rider.

**PRUCO LIFE INSURANCE COMPANY**



Secretary

**PRUCO LIFE INSURANCE COMPANY**  
**2999 NORTH 44<sup>TH</sup> STREET, SUITE 250**  
**PHOENIX, AZ 85014**

**HIGHEST DAILY LIFETIME 7 PLUS WITH BENEFICIARY INCOME OPTION BENEFIT RIDER**

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in your Annuity, except as may be provided below.

This Rider makes provision for guaranteed minimum payments for the lifetime of a single Designated Life or Spousal Designated Lives (defined below). In addition, this Rider makes provision for a Guaranteed Minimum Account Value Credit ("GMAVC") if you meet certain requirements. This Rider also makes provision for an optional death benefit ("Beneficiary Income Option") payable upon the death of the single Designated Life or the second to die of the Spousal Designated Lives. These provisions are described below. The benefits under this Rider continue until and unless the benefits terminate as described below in "Termination of Benefits." If your Account Value is depleted (reduced to zero) and there are any remaining values, we pay a remaining value as guarantee payments ("Guarantee Payments").

**Definitions:** For purposes of this Rider, the following definitions apply:

**Account Value:** The definition of "Account Value" in your Annuity also includes the value of the Transfer Account.

**Adjusted Purchase Payments:** Purchase Payments increased by any Credits applied to your Account Value in relation to Purchase Payments and decreased by any charges deducted from such Purchase Payments.

**Benefit Quarter:** A three month period beginning on the Effective Date and each three-month anniversary of the Effective Date, and ending on the last day of that three-month period.

**Benefit Year:** A year beginning on the Effective Date and on each anniversary of the Effective Date.

**Contract Anniversary:** Each annual anniversary of the Issue Date of the Annuity.

**Designated Life/Lives:** The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Schedule Supplement.

**Effective Date:** The Effective Date of this Rider is shown in the Schedule Supplement.

**First Death:** The death of the first of the Spousal Designated Lives to die.

**Guaranteed Base Value:** The Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

**In Writing:** This term may be referred to as "Good Order" in your Annuity.

**Lifetime Withdrawal:** Any withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

**Non-Lifetime Withdrawal:** A withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the Initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Annuity's Minimum Surrender Value After Withdrawal provisions.

**Owner/Participant:** The term "Owner" may be referred to as "Participant" in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

**Spouse:** An individual whom we believe would be recognized as a spouse under federal law.

**Target Anniversary Date:** An anniversary of the Effective Date specified in the Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made prior to that date.

**Tenth Anniversary Date:** The tenth anniversary of the Effective Date.

**Transfer Account:** Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Schedule Supplement.

**Transfer Calculation Formula:** A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Schedule Supplement.

Other capitalized terms in this Rider are either defined in the Rider or in your Annuity.

**Owner, Annuitant and Beneficiary Designations:** For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For a single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life.

If the Owner is an entity that we permit, the Annuitant must be the Designated Life. You may not name a Co-Owner if a single Designated Life is listed in the Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouses at the time this Rider is elected and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If a Co-Owner is named, he/she must be the other Spousal Designated Life. No additional Co-Owners may be named. While both Spousal Designated Lives are alive, each Co-Owner must be designated as the other Co-Owner's primary Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the surviving Designated Life after the First Death.

While this Rider is in effect, the single Designated Life/Spousal Designated Lives may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider terminating at the First Death.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Schedule Supplement.

**Annual Income Amount:** We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount ("Annual Income Amount") as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date.

If you have elected this benefit with Spousal Designated Lives, and one of the Designated Lives is removed for any reason (divorce, death, etc.), we will continue to use the date of birth of the younger of both those Spousal Designated Lives for purposes of calculating the applicable Annual Income Percentage.

**Protected Withdrawal Value:** The Protected Withdrawal Value is used to calculate the initial Annual Income Amount and is also used in the calculation of the Beneficiary Income Option described in this Rider. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or a Periodic Value Cut-off Date, if any, shown in the Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-off Date, is equal to the greater of:

- (1) the Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Account Value upon any Step Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" provision for details.

**Periodic Value:** The Periodic Value initially is equal to the Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding business day (the "Prior Valuation Day") appreciated at the daily equivalent of the Roll-Up Rate indicated in the Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Account Value; and
- (3) if the Current Valuation Day is on the a Target Anniversary Date shown in the Schedule Supplement (or next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken prior to the Target Anniversary Date, the sum of:
  - (a) the Guaranteed Base Value multiplied by the applicable Guaranteed Base Value Multiplier shown in the Schedule Supplement; and
  - (b) all Adjusted Purchase Payments made after one year following the Effective Date up to the Current Valuation Day.

**Impact of Lifetime Withdrawals:** Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce

the Annual Income Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income ("Excess Income"). Each withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year's Annual Income Amount reduces the Annual Income Amount proportionately. Each proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the withdrawal of any Annual Income Amount and prior to the withdrawal of the Excess Income (even if both withdrawals occurred in the same day or as one withdrawal request). Each withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No GMAVC, as described below, will be applied if any Lifetime Withdrawal is taken prior to the Tenth Anniversary Date. No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount, even if the total amount of such withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as withdrawals of Purchase Payments. Each withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

**Withdrawal Flexibility:** Lifetime Withdrawals are not required. However, the Annual Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount.

**Impact of a Non-Lifetime Withdrawal:** A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that withdrawal amount represents of the Account Value prior to the withdrawal. These guarantees are the Guaranteed Base Value, the Protected Withdrawal Value and the Guaranteed Minimum Account Value Credit.

**Additional Purchase Payment(s) after your First Withdrawal:** If your Annuity permits additional Purchase Payments, then, before your Account Value is depleted, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

**Purchase Payment(s) Limitation:** If your Annuity permits additional Purchase Payments, we may limit any additional Purchase Payment(s) if we determine that as a result of the timing and amounts of your additional Purchase Payments and withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class in a nondiscriminatory manner.

**Required Minimum Distributions:** If: (1) any Required Minimum Distributions are made in any Annuity Year from your Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount, then, such distributions of the difference of the Annual Income Amount and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of your Annuity, and do not include the value of any other accounts subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum

Distributions are considered a Lifetime Withdrawal from your Annuity; therefore, no GMAVC, as described below, will be applied if such withdrawal is made prior to the Tenth Anniversary Date.

**Step-Ups:** We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of your Annuity after the first Lifetime Withdrawal subsequent to the Effective Date, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Schedule Supplement to the highest daily Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of your Annuity, whichever is later), adjusted for any withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the single Designated Life, or the younger of the Spousal Designated Lives, at the time the step-up occurs.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us In Writing if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us In Writing. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

**Guaranteed Minimum Account Value Credit (“GMAVC”):** The GMAVC is equal to the difference between (a) the Guaranteed Base Value and (b) the Account Value on the Tenth Anniversary Date. We will apply a GMAVC to your Account Value if on the Tenth Anniversary Date: (1) you have not made any Lifetime Withdrawals; and (2) the GMAVC is greater than zero.

If you have taken a Non-Lifetime Withdrawal prior to the Tenth Anniversary Date, we will reduce the Guaranteed Base Value by the same ratio as the amount of the Non-Lifetime Withdrawal to the Account Value prior to the withdrawal.

The GMAVC will be allocated among the elected Sub-accounts and the Transfer Account in the same proportion that each bears to your total Account Value immediately prior to the application of the GMAVC.

The GMAVC will not be considered a Purchase Payment for any purpose, including, but not limited to, determining the amount of any death benefit or the value of any optional benefit. However, because the GMAVC will be added to the Account Value, the GMAVC will be subject to each charge under the Annuity that is based on Account Value.

**Guarantee Payments:** Once your Account Value is depleted, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the single Designated Life or the second of the Spousal Designated Lives to die (or upon the simultaneous deaths of both Spousal Designated Lives), as applicable, as long as the Spousal Designated Lives were Spouses at the time of the First Death. In the Annuity Year in which your Account Value is depleted, the only Guarantee Payment due, if any, generally equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Account Value is depleted.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living, or a fixed, single life

annuity if only one of the Spousal Designated Lives is living or if this Rider was issued with a single Designated Life. We use the same basis that is used to calculate the guaranteed annuity rates in your Annuity.

**Annuity Payments:** If annuity payments are to begin under the terms of your Annuity, you can elect to either:

- (1) apply your Account Value to any annuity option available in the Annuity Payments section of your Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will continue to make such payments until the death of the single Designated Life or, as applicable, the death of the second Spousal Designated Life as long as the Spousal Designated Lives were Spouses at the time of the First Death. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

We must receive your request at our Office In Writing. If annuity payments are to begin under the terms of your Annuity and you have not made an election, we will make annual annuity payments as a joint and last survivor fixed annuity or as a single life fixed annuity, as applicable, each with ten payments certain using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in your Annuity. The annual guaranteed annuity rates for a joint and last survivor fixed annuity and a single life fixed annuity, each with ten payments certain are shown in the Annuity Payment Table in the Schedule Supplement.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in your Annuity; and
- (2) the Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform with applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Account Value in order to begin annuity payments.

**Death of a Designated Life under this Rider:** Please also refer to the "Termination of Benefits" provision below.

**Death of the Single Designated Life:** If a single Designated Life is listed in the Schedule Supplement, the death benefit is payable when we receive due proof, in In Writing, of the death of the single Designated Life.

**Death of the First of the Spousal Designated Lives and Spousal Continuation:** For purposes of this Rider the "Spousal Continuation" provision of your Annuity is supplemented as follows:

- Upon the First Death, if a death benefit would be payable under the Annuity, and the surviving Designated Life chooses to continue the Annuity, this Rider remains in force unless

we are instructed otherwise. We will not transfer any amounts to the money market Sub-account upon receipt of due proof of the decedent's death in connection with this Rider. The Account Value will remain allocated among the elected investment options and the Transfer Account for this Rider (see the "Investment Limitations" provision below).

- Upon the First Death, if a death benefit would be payable under the Annuity, and a Spouse who chooses to continue the Annuity is not a Designated Life, this Rider terminates. Refer to the "Termination of Benefits" provision below.
- Upon the First Death, if a death benefit would be payable under the Annuity, and the Annuity is not continued according to the Spousal Continuation provision of the Annuity, the death benefit will be paid under the terms of your Annuity, and the Rider terminates as of the date we receive due proof of death In Writing.
- Upon the First Death, if a death benefit is not payable under the Annuity (e.g., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), the Rider will continue.

**Death of the Second of the Spousal Designated Lives:** If Spousal Designated Lives are listed in the Schedule Supplement, the death benefit is payable when we receive due proof, In Writing, of the death of the second Spousal Designated Life to die, as long as the Spousal Designated Lives were Spouses at the time of the First Death.

**Beneficiary Income Option:** Upon the death of the applicable Designated Life, the Beneficiary can choose to receive either:

- (a) the death benefit amount that would otherwise be payable under the terms of the Annuity, or
- (b) the Beneficiary Income Amount payable as a series of periodic payments. The Beneficiary Income Amount is equal to (1) if no prior Lifetime Withdrawals were taken, the Protected Withdrawal Value determined as if you made your first Lifetime Withdrawal on the date of death of the applicable Designated Life, or (2) if prior Lifetime Withdrawals were taken, the Protected Withdrawal Value determined on the date we receive due proof, In Writing, of the death of the applicable Designated Life. The Beneficiary Income Amount is only payable as a series of periodic payments that initially equal the Annual Income Amount as of the date we determine the Beneficiary Income Amount. We will continue to make the payments until the Beneficiary Income Amount is depleted. When the Annual Income Amount is greater than the remaining Beneficiary Income Amount, the final payment will equal the remaining Beneficiary Income Amount.

We will make these certain period payments annually on the Contract Anniversary unless the Beneficiary(ies) elects to receive the payments on a more frequent basis. In the latter case, each payment will be pro-rated so that the total amount of payments in an Annuity Year will equal the Annual Income Amount.

If there are multiple Beneficiaries within the same class who are entitled to receive the death benefit, each Beneficiary may choose to receive his/her individual portion of the death benefit in the manner described in either (a) or (b) above. If a Beneficiary elects to receive the death benefit in the form of the Beneficiary Income Amount, the Beneficiary must designate his/her own Beneficiary to receive any payments remaining on his/her death. We must be notified In Writing of such designation.

For purposes of calculating the death benefit under the Beneficiary Income Option, the Beneficiary Income Amount is reduced by any Credits applied within 12 months of the applicable Designated Life's date of death.

All other provisions of the Annuity regarding the death benefit continue to apply unless specifically indicated in this Rider, including, but not limited to:

- those addressing eligibility, and
- those addressing limits of applicability, including any suspension period due to a change in any designation.

**Misstatement of Age or Sex:** For purposes of this Rider, the following sentence is added to the section in your Annuity entitled “Misstatement of Age or Sex”:

If there has been a misstatement of the age and/or sex of a single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

**Minimum Surrender Value:** Any provision in your Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

**Investment Limitations:** While this Rider is in effect, your entire Account Value must be allocated to only those investment options we permit, except as required under the conditions set out in the “Transfers to and from the Transfer Account” section below. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited investment options, changing the extent to which Account Value may be allocated to an investment option, and changing elected investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers made during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. All transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

**Transfer Account:** We monitor the investment performance of your Account Value each Valuation Day to determine if we need to transfer any portion of your Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Account Value to or from the Transfer Account, and we only maintain Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

**Transfers to and from the Transfer Account:** On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and in the event that the Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken on a last in first out basis from the elected Fixed Rate Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

**Withdrawals:** Any withdrawals from your Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected Fixed Rate Options and the Transfer Account.

**Charge for the Rider:** The charge for this Rider depends on whether you have named a single Designated Life or Spousal Designated Lives. The charge is assessed on the last day of each Benefit Quarter, and is applied to the greater of the Account Value or the Protected Withdrawal Value calculated on the Valuation Day prior to the last day of each Benefit Quarter at the quarterly equivalent of the applicable annual rate. On the Effective Date, the applicable rate(s) is as shown in the Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account, elected Fixed Rate Option and the Transfer Account, to the extent to which the Account Value in your Annuity is allocated to any of them, until the Account Value equals zero or this Rider terminates. If the charge to be deducted exceeds the Account Value at that time, we will reduce the Account Value to zero and this Rider will continue pursuant to the "Guarantee Payments" provision. The charge will not be treated as a withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Account Value described in the "Step-Ups" provision.

Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" provision for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" provision below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted.

**Proof of Survival:** Any Guarantee Payment is subject to evidence we receive In Writing that the single Designated Life or at least one Spousal Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the single Designated Life or at least one of the Spousal Designated Lives. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

**Facility of Payment:** We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

**Recovery of Excess Guarantee Payments:** We may recover from you or your estate any Guarantee Payments made after the death of the single Designated Life or both Spousal Designated Lives.

**Termination of Benefits:** You may terminate this Rider at any time upon notification to us In Writing. Upon the termination of this Rider, we transfer any remaining Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If your Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the investment options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of due proof of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the surviving Spousal Designated Life does not elect to continue the Annuity, and any Account Value remains on the date of death;

- (3) the date of receipt of due proof of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and any Account Value remains on the date of death;
- (4) the date of receipt of due proof of the death of the single Designated Life or the second to die of the Spousal Designated Lives, if death occurs while Account Value remains on the date of death; however, the Beneficiary Income Amount will be payable as described in the "Beneficiary Income Option" provision above;
- (5) the date of death of the single Designated Life or the second to die of the Spousal Designated Lives when Account Value is depleted as of the date of death; however, the Beneficiary Income Amount will be payable as described in the "Beneficiary Income Option" provision above;
- (6) if Account Value remains on the Annuity Date, or if earlier, the date we transfer all Account Value in order to begin annuity payments;
- (7) each of the Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" provision of this Rider or if we do not then consent to continue the Rider.

**PRUCO LIFE INSURANCE COMPANY**



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Secretary

**PRUCO LIFE INSURANCE COMPANY**  
**2999 NORTH 44<sup>TH</sup> STREET, SUITE 250**  
**PHOENIX, AZ 85014**

**HIGHEST DAILY LIFETIME 7 PLUS WITH LIFETIME INCOME ACCELERATOR BENEFIT RIDER**

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in your Annuity, except as may be provided below.

This Rider makes provision for guaranteed minimum payments for the lifetime of a single Designated Life (defined below). This Rider also makes provision for a Guaranteed Minimum Account Value Credit ("GMAVC") if you meet certain requirements. In addition, this Rider makes provision for an increased guaranteed minimum payment benefit referred to as Lifetime Income Accelerator ("LIA") if you meet certain requirements which may affect your life expectancy. The benefits under this Rider continue until and unless the benefits terminate as described below in "Termination of Benefits." If your Account Value is depleted (reduced to zero) and there are any remaining values, we pay a remaining value as guarantee payments ("Guarantee Payments").

**Definitions:** For purposes of this Rider, the following definitions apply:

**Account Value:** The definition of "Account Value" in your Annuity also includes the value of the Transfer Account.

**Activities of Daily Living:** Basic abilities to care for oneself:

**Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

**Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

**Bathing:** Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.

**Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

**Transferring:** Moving into or out of a bed, chair or wheelchair.

**Continence:** Maintaining control of bowel or bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform personal hygiene (including caring for catheter or colostomy bag).

**Adjusted Purchase Payments:** Purchase Payments increased by any Credits applied to your Account Value in relation to Purchase Payments and decreased by any charges deducted from such Purchase Payments.

**Benefit Quarter:** A three month period beginning on the Effective Date and each three-month anniversary of the Effective Date, and ending on the last day of that three-month period.

**Benefit Year:** A year beginning on the Effective Date and on each anniversary of the Effective Date.

**Designated Life:** The natural person who is the measuring life for the benefits described in this Rider and who is the person shown in the Schedule Supplement.

**Effective Date:** The Effective Date of this Rider is shown in the Schedule Supplement.

**Fixed Rate Option(s):** An allocation option which we may make available that is credited a fixed rate of interest for a specified period of time and is to be supported by assets in our general account.

**Guaranteed Base Value:** The Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

**In Writing:** This term may be referred to as “Good Order” in your Annuity.

**Lifetime Withdrawal:** Any withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

**Non-Lifetime Withdrawal:** A withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the Initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Annuity’s Minimum Surrender Value After Withdrawal provisions.

**Owner/Participant:** The term “Owner” may be referred to as “Participant” in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

**Qualified Nursing Facility:** a facility operated pursuant to law or any state licensed facility providing medically necessary in-patient care which is:

- (a) prescribed by a licensed Physician in writing; and
- (b) based on physical limitations which prohibit daily living in a non-institutional setting.

**Target Anniversary Date:** An anniversary of the Effective Date specified in the Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made prior to that date.

**Tenth Anniversary Date:** The tenth anniversary of the Effective Date.

**Transfer Account:** Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Schedule Supplement.

**Transfer Calculation Formula:** A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Schedule Supplement.

Other capitalized terms in this Rider are either defined in the Rider or in your Annuity.

**Owner, Annuitant and Beneficiary Designations:** For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For the Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life. If the Owner is an entity that we permit, the Annuitant must be the Designated Life. The Designated Life may not name a Co-Owner if a single Designated Life is listed in the Schedule Supplement.

While this Rider is in effect, the Designated Life may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), however, such new Beneficiary(ies) will not be a Designated Life.

**Annual Income Amount:** We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount (“Annual Income Amount”) as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the Designated Life on the date of the first Lifetime Withdrawal after the Effective Date.

**Lifetime Income Accelerator Amount:** We also guarantee that, subject to the limits and conditions outlined in this Rider, if you become eligible for LIA by meeting the qualifications described below under "Eligibility," you may take an increased income amount ("Lifetime Income Accelerator Amount") as one or multiple Lifetime Withdrawals. If you have qualified for LIA at the time of the first Lifetime Withdrawal after the Effective Date, then the initial Lifetime Income Accelerator Amount is determined by multiplying the Annual Income Amount by the Multiplier for LIA indicated in the Schedule Supplement. If you qualify for LIA subsequent to the first Lifetime Withdrawal, then the Lifetime Income Accelerator Amount for the Annuity Year in which you qualify is calculated by taking the Annual Income Amount for subsequent Annuity Years (as described below), and multiplying it by the Multiplier for LIA, and reducing it by the amount of any Lifetime Withdrawals that have occurred during the current Annuity Year prior to eligibility having been established for LIA. The Lifetime Income Accelerator Amount for subsequent Annuity Years will be equal to the Annual Income Amount for subsequent Annuity Years multiplied by the Multiplier for LIA.

**Eligibility:** In order to become eligible for LIA, a request must be submitted In Writing after the Effective Date shown in the Schedule Supplement, and the eligibility requirements described below must be met. We determine eligibility for LIA through our administrative process which may include an assessment by a third party of our choice. Such assessment may be in person. Any costs associated with the assessment will be assumed by us. Eligibility for this benefit is based on proof that one of the following conditions which may affect your life expectancy exist, as defined in this Rider:

- The Designated Life is confined to a Qualified Nursing Facility.
- The Designated Life is unable to perform two or more Activities of Daily Living.

Eligibility is also subject to completion of the Waiting Period and the Elimination Period as shown in the Schedule Supplement. The Waiting Period and the Elimination Period may run concurrently. Upon eligibility, the Designated Life will be eligible for the Lifetime Income Accelerator Amount.

Once the Designated Life becomes eligible for this benefit, a periodic reassessment for eligibility will be performed to ensure that one of the conditions listed above continue to be met. If such reassessment determines that the Designated Life is ineligible to receive the benefit, he/she will no longer be eligible for the Lifetime Income Accelerator Amount, and the guaranteed minimum payment amount will be the then current Annual Income Amount. Any such ineligibility will be effective upon the next annuity anniversary following the determination that the Designated Life is no longer eligible for LIA. Subsequent to any such ineligibility, the Designated Life may again request LIA In Writing. Such request will be subject to completion of our administrative process and a new Elimination Period.

**Lifetime Income Accelerator Limitation:** We may limit the number of Annuity Years in which you can be eligible for the Lifetime Income Accelerator Amount. Any limitation is indicated in the Schedule Supplement. If the Designated Life is otherwise eligible for LIA during a number of Annuity Years that is greater than the limitation indicated, the Designated Life will be considered ineligible for LIA, and the Lifetime Income Accelerator Amount will no longer be available.

**Protected Withdrawal Value:** The Protected Withdrawal Value is used to calculate the initial Annual Income Amount, and any Lifetime Income Accelerator Amount, if applicable. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or a Periodic Value Cut-off Date, if any, shown in the Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-off Date, is equal to the greater of:

- (1) the Account Value; and

- (2) the Periodic Value on the Periodic Value Cut-off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Account Value upon any Step Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" provision for details.

**Periodic Value:** The Periodic Value initially is equal to the Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding business day (the "Prior Valuation Day") appreciated at the daily equivalent of the Roll-Up Rate indicated in the Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken prior to the Target Anniversary Date, the sum of:
  - (a) the Guaranteed Base Value multiplied by the applicable Guaranteed Base Value Multiplier shown in the Schedule Supplement and
  - (b) all Adjusted Purchase Payments made after one year following the Effective Date up to the Current Valuation Day.

**Impact of Lifetime Withdrawals:** Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each withdrawal. If eligibility for LIA has not been established, Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. If eligibility for LIA has been established, Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Lifetime Income Accelerator Amount for that Annuity Year do not reduce the Annual Income Amount or Lifetime Income Accelerator Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the remaining Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) for that Annuity Year is considered excess income ("Excess Income"). Each withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year's Annual Income Amount (or, if eligible for LIA, Lifetime Income Accelerator Amount) reduces the Annual Income Amount proportionately, and, if the Designated Life is eligible for LIA, reduces the Lifetime Income Accelerator Amount by the same proportion. Each proportional reduction is calculated by multiplying the Annual Income Amount (or, if eligible for LIA, the Lifetime Income

Accelerator Amount) by the ratio of the Excess Income to the Account Value immediately subsequent to the withdrawal of any Annual Income Amount (or, if eligible for LIA, the Lifetime Accelerator Amount) and prior to the withdrawal of the Excess Income (even if both withdrawals occurred in the same day or as one withdrawal request). Each withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No GMAVC, as described below, will be applied if any Lifetime Withdrawal is taken prior to the Tenth Anniversary Date. No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount), even if the total amount of such withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as withdrawals of Purchase Payments. Withdrawals of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

**Withdrawal Flexibility:** Lifetime Withdrawals are not required. However, neither the Annual Income Amount nor the Lifetime Income Accelerator Amount is increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount, or if you are eligible for LIA, the Lifetime Annual Income Accelerator Amount.

**Impact of a Non-Lifetime Withdrawal:** A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that withdrawal amount represents of the Account Value prior to the withdrawal. These guarantees are the Guaranteed Base Value, the Protected Withdrawal Value and the Guaranteed Minimum Account Value Credit.

**Additional Purchase Payment(s) after your First Withdrawal:** If your Annuity permits additional Purchase Payments, then, before your Account Value is depleted, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the Designated Life on the date of the first Lifetime Withdrawal after the Effective Date. The Lifetime Income Accelerator Amount is increased by multiplying the Annual Income Amount by the Multiplier for LIA, if eligibility for LIA has been met. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

**Purchase Payment(s) Limitation:** If your Annuity permits additional Purchase Payments, we may limit any additional Purchase Payment(s) if we determine that as a result of the timing and amounts of your additional Purchase Payments and withdrawals, the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class in a nondiscriminatory manner.

**Required Minimum Distributions:** If: (1) any Required Minimum Distributions are made in any Annuity Year from your Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount), then, such distributions of the difference of the Annual Income Amount (or, if eligible for LIA, Lifetime Income Accelerator Amount) and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of your Annuity, and do not include the value of any other accounts subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from your Annuity;

therefore, no GMAVC, as described below, will be applied if such withdrawal is made prior to the Tenth Anniversary Date.

**Step-Ups:** We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of your Annuity after the first Lifetime Withdrawal subsequent to the Effective Date, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Schedule Supplement to the highest daily Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of your Annuity, whichever is later), adjusted for any withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the Designated Life at the time the step-up occurs. If you have qualified for LIA, then upon any step-up, the Lifetime Income Accelerator Amount will be reset by applying the Multiplier for LIA to the Annual Income Amount.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us In Writing if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us In Writing. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

**Guaranteed Minimum Account Value Credit (“GMAVC”):** The GMAVC is equal to the difference between (a) the Guaranteed Base Value and (b) the Account Value on the Tenth Anniversary Date. We will apply a GMAVC to your Account Value if on the Tenth Anniversary Date: (1) you have not made any Lifetime Withdrawals; and (2) the GMAVC is greater than zero.

If you have taken a Non-Lifetime Withdrawal prior to the Tenth Anniversary Date, we will reduce the Guaranteed Base Value by the same ratio as the amount of the Non-Lifetime Withdrawal to the Account Value prior to the withdrawal.

The GMAVC will be allocated among the elected Sub-accounts and the Transfer Account in the same proportion that each bears to your total Account Value immediately prior to the application of the GMAVC.

The GMAVC will not be considered a Purchase Payment for any purpose, including, but not limited to, determining the amount of any death benefit or the value of any optional benefit. However, because the GMAVC will be added to the Account Value, the GMAVC will be subject to each charge under the Annuity that is based on Account Value.

**Guarantee Payments:** Once your Account Value is depleted, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the Designated Life. If the Designated Life is not eligible for LIA, then in the Annuity Year your Account Value is depleted, the only Guarantee Payment due, if any, generally equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Account Value is depleted. If the Designated Life is eligible for LIA, then in the Annuity Year the Account Value is depleted, the only Guarantee Payment due, if any, generally equals the Lifetime Income Accelerator Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years in which you continue to be eligible for LIA, the Guarantee Payment equals the Lifetime Income Accelerator Amount. In subsequent Annuity Years when you are not eligible for LIA, the Guarantee Payment equals the Annual Income Amount.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, single life annuity. We use the same basis that is used to calculate the guaranteed annuity rates in your Annuity.

**Annuity Payments:** If annuity payments are to begin under the terms of your Annuity, you can elect to either:

- (1) apply your Account Value to any annuity option available in the Annuity Payments section of your Annuity; or
- (2) request that, if annuity payments are to begin after the Tenth Anniversary Date, we make annuity payments each year equal to the Annual Income Amount. In any year that you are eligible for LIA, we make annuity payments equal to the Lifetime Income Accelerator Amount. If you would receive a greater payment by applying your Account Value to receive payments for life under your Annuity, we will pay the greater amount.

We will continue to make payments until the death of the Designated Life. If this option is elected, the Annual Income Amount and Lifetime Income Accelerator Amount will not increase after annuity payments have begun.

We must receive your request at our Office In Writing. If annuity payments are to begin under the terms of your Annuity and you have not made an election, we will make annual annuity payments as a single life fixed annuity with ten payments certain using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in your Annuity. The annual guaranteed annuity rates for a single life fixed annuity, with ten payments certain is shown in the Annuity Payment Table in the Schedule Supplement.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in your Annuity; and
- (2) the Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform with applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Account Value in order to begin annuity payments.

**Death of the Designated Life under this Rider:** Please also refer to the "Termination of Benefits" provision below. If such person dies, this Rider terminates and the death benefit provisions of your Annuity apply.

**Misstatement of Age or Sex:** For purposes of this Rider, the following sentence is added to the section in your Annuity entitled "Misstatement of Age or Sex":

If there has been a misstatement of the age and/or sex of the Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

**Minimum Surrender Value:** Any provision in your Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

**Investment Limitations:** While this Rider is in effect, your entire Account Value must be allocated to only those investment options we permit, except as required under the conditions set out in the "Transfers to and from the Transfer Account" section below. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited investment options, changing the extent to which Account Value may be allocated to an investment option, and changing elected investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers made during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. All transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

**Transfer Account:** We monitor the investment performance of your Account Value each Valuation Day to determine if we need to transfer any portion of your Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Account Value to or from the Transfer Account, and we only maintain Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

**Transfers to and from the Transfer Account:** On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and in the event that the Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken on a last in first out basis from the elected Fixed Rate Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

**Withdrawals:** Any withdrawals from your Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected Fixed Rate Options and the Transfer Account.

**Charge for the Rider:** The charge for this Rider is as shown in the Schedule Supplement. The charge is assessed on the last day of each Benefit Quarter, and is applied to the greater of the Account Value or the Protected Withdrawal Value calculated on the Valuation Day prior to the last day of each Benefit Quarter at the quarterly equivalent of the applicable annual rate. On the Effective Date, the applicable rate(s) is as shown in the Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account, elected Fixed Rate Option and the Transfer Account, to the extent to which the Account Value in your Annuity is allocated to either, until the

Account Value equals zero or this Rider terminates. If the charge to be deducted exceeds the Account Value at that time, we will reduce the Account Value to zero and this Rider will continue pursuant to the "Guarantee Payments" provision. The charge will not be treated as a withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Account Value described in the "Step-Ups" provision.

Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" provision for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" provision below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted.

**Facility of Payment:** We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if the Designated Life payee is deemed to be legally incompetent, as permitted by law.

**Recovery of Excess Guarantee Payments:** We may recover from you or your estate any Guarantee Payments made after the death of the Designated Life.

**Termination of Benefits:** You may terminate this entire Rider at any time upon notification to us In Writing. Upon the termination of this Rider, we transfer any remaining Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If your Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the investment options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of due proof of death of the Designated Life;
- (3) if Account Value remains on the Annuity Date, or if an election is made to commence annuity payments prior to the Tenth Anniversary Date, the date we transfer all Account Value in order to begin annuity payments;
- (4) each of the Account Value and the Annual Income Amount is zero; and
- (5) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" provision of this Rider or if we do not then consent to continue the Rider.

**PRUCO LIFE INSURANCE COMPANY**



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Secretary

