

SERFF Tracking Number: PRUD-125631808 State: Arkansas
 Filing Company: Pruco Life Insurance Company State Tracking Number: 38891
 Company Tracking Number: IFSA-P-HD7-LIA(7/08)
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: P-HD7-LIA(7/08)
 Project Name/Number: P-HD7-LIA(7/08)/P-HD7-LIA(7/08)

Filing at a Glance

Company: Pruco Life Insurance Company

Product Name: P-HD7-LIA(7/08)

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

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

Filing Type: Form

SERFF Tr Num: PRUD-125631808 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 38891

Co Tr Num: IFSA-P-HD7-LIA(7/08)

State Status: Approved-Closed

Co Status: IFSA

Reviewer(s): Linda Bird

Authors: Joseph Boates, Larisa

Disposition Date: 05/07/2008

GromykoPRUD, John Witteman,

Anthony Pereira, Carolyn Cargnel

Date Submitted: 05/06/2008

Disposition Status: Approved

Implementation Date Requested: 07/21/2008

Implementation Date:

State Filing Description:

General Information

Project Name: P-HD7-LIA(7/08)

Project Number: P-HD7-LIA(7/08)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/07/2008

State Status Changed: 05/07/2008

Corresponding Filing Tracking Number:

Filing Description:

VIA SERFF

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Group Market Type: Discretionary

Deemer Date:

May 6, 2008

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

Forms Submitted for Approval:

Rider Form P-RID-HD7-LIA(7/08)
Schedule Supplement Form P-SCH-HD7-LIA(7/08)

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-LIA(7/08) and P-SCH-HD7-LIA(7/08) are similar to prior filed Forms P-RID-HD7(1/08) and P-SCH-HD7(1/08) that were approved by your Department on November 29, 2007. SERFF Tracking No. 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, defined in the Rider. A "Protected Withdrawal Value" is used to calculate the initial annual income amount.

The main differences between the annuity forms that received prior approval and the forms being submitted now are: the new forms make provision for an increased guaranteed minimum payment benefit referred to as the Lifetime Income

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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,

Carolyn S. Cargnel
Contract Specialist
Phone: (203) 925-3883
Email: carolyn.cargnel@prudential.com
Fax: (203) 944-7737

Enclosures

Company and Contact

Filing Contact Information

Larisa Gromyko, Second Vice President, Larisa.Gromyko@Prudential.com
Director - Contracts
One Corporate Drive (800) 628-6039 [Phone]
Shelton, CT 06484 (203) 944-7510[FAX]

Filing Company Information

Pruco Life Insurance Company CoCode: 79227 State of Domicile: Arizona
751 Broad Street Group Code: 304 Company Type: Life
Newark, NJ 07102-3777 Group Name: State ID Number:
(973) 802-6000 ext. [Phone] FEIN Number: 22-1944557

Filing Fees

SERFF Tracking Number: PRUD-125631808 State: Arkansas
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Fee Required? Yes
Fee Amount: \$40.00
Retaliatory? No
Fee Explanation: 2 forms X\$20.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pruco Life Insurance Company	\$40.00	05/06/2008	20125036

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	05/07/2008	05/07/2008

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Disposition

Disposition Date: 05/07/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	P-RID-HD7-LIA(7/08)		Yes
Form	P-SCH-HD7-LIA(7/08)		Yes

PRUCO LIFE INSURANCE COMPANY
[2999 NORTH 44TH STREET, SUITE 250
PHOENIX, ARIZONA 85014]

[HIGHEST DAILY LIFETIME SEVEN 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.

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.

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

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.

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 withdrawals. The initial Annual Income Amount is determined at the time of the first 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 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 withdrawals. If you have qualified for LIA at the time of the first 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 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 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. It is also the basis for the charge for 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 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 withdrawal on or before the Periodic Value Cut-off Date , we will continue to calculate the Protected Withdrawal Value. Until you have made a withdrawal, the Protected Withdrawal Value is equal to the greatest of:

- (1) the Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-off Date , increased for subsequent Adjusted Purchase Payments

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

- (1) the Account Value; and

- (2) the Protected Withdrawal Value on the date of the first withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent withdrawals; or
- (3) the highest quarterly Account Value upon any Step Up. 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 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 made on the Current Valuation Day; and
- (2) the Account Value, and
- (3) If the Current Valuation Day is on the Tenth Anniversary and if no withdrawals have been taken prior to the Tenth Anniversary, the sum of:
 - (a) 200% of the Account Value on the Effective Date;
 - (b) 200% of all Adjusted Purchase Payments made within one year after the Effective Date; and
 - (c) all Adjusted Purchase Payments made after one year following the Effective Date up to the Tenth Anniversary

Impact of Withdrawals: Any 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, 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, 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 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 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 withdrawal is taken prior to the Tenth Anniversary Date. No contingent deferred sales charge is applicable to any 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 withdrawals are not treated as withdrawals of Purchase Payments. Withdrawals of Excess Income will incur any applicable contingent deferred sales charge.

Withdrawal Flexibility: 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 withdrawal in an Annuity Year or take 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.

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 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) such distributions are greater than the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount), then, such distributions will not be treated as Excess Income for purposes of this Rider. 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 contracts subject to the Required Minimum Distribution rules. Required Minimum Distributions are considered a 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 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 quarterly Account Value (as measured on each quarter-end after the Issue Date of your Annuity), occurring over the past Annuity Year and 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.

For the first step-up, the comparison may be based on less than four quarterly Account Values, since the first withdrawal may occur after one or more quarter-ends within an Annuity Year. Thereafter, the comparison of Account Values is based on four quarter-ends in each Annuity Year.

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 sum of: (i) the Account Value on the Effective Date; and (ii) any Adjusted Purchase Payments made after the Effective Date but before the first anniversary of the Effective Date, 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 withdrawals (including, but not limited to, withdrawals taken as required minimum distributions); and (2) the GMAVC is greater than zero.

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 you are 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 withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first 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 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. 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 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 from the elected Sub-accounts and elected Fixed Rate Options. In the event your entire Account Value is allocated to the Transfer Account, any transfers to the elected Sub-accounts will be made in accordance with your most recent allocation instructions. 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 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 quarterly 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 you are then participating in an such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. In the event your entire Account Value is allocated to the Transfer Account, the transfer to the elected Sub-accounts will be made in accordance with your most recent allocation instructions.

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]



[
Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 NORTH 44TH STREET, SUITE 250
PHOENIX, ARIZONA 85014]

[HIGHEST DAILY LIFETIME SEVEN WITH LIFETIME INCOME ACCELERATOR]
SCHEDULE SUPPLEMENT

ANNUITY NUMBER: [001-0001]

EFFECTIVE DATE: [Issue Date of the Annuity]

DESIGNATED LIFE:

[John Doe]

DATE OF BIRTH: [February 21, 1945]

ROLL-UP RATE: [7.0% per year]

PERIODIC VALUE CUT-OFF DATE: [THE TENTH ANNIVERSARY DATE]

ANNUAL INCOME PERCENTAGE:

[Attained Age of Single Designated Life	Annual Income Percentage
Less than 75	5%
75 - 79	6%
80 - 84	7%
85 or more	8%]

MINIMUM GUARANTEE PAYMENT: [\$100]

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: annual rate of [0.95]% of the Protected Withdrawal Value.

WAITING PERIOD: [36 Months] from Effective Date

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

MULTIPLIER FOR LIA: [2]

LIA LIMITATION: [NOT APPLICABLE]

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 SEVEN WITH BENEFICIARY INCOME OPTION]
SCHEDULE SUPPLEMENT (CONTINUED)**

Single Life Annuity Payment with 10 Payments Certain

Age	Male	Female	Age	Male	Female
55	48.68	45.60	80	87.48	83.01
60	53.45	49.71	85	97.52	94.84
65	59.66	55.11	90	105.41	104.20
70	67.55	62.27	95	110.53	109.94
75	77.02	71.62			

For purposes of determining annuity payments using the above Annuity Payment Table, we use the Annuitant's(s') Adjusted Age and Sex. The Adjusted Age is the 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]

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_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 withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first withdrawal were taken on the date of calculation. After the first withdrawal, the Income Basis equals the greatest of (1) the Account Value on the date of calculation; (2) the Protected Withdrawal Value on the date of the first withdrawal after the Effective Date, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income; or (3) the highest quarterly Account Value prior to the date of calculation.
- o T the amount of a transfer into or out of the Transfer Account.

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

Target Value Calculation:

On each Valuation Day, a target value (L) is calculated, according to the following formula. If the Account Value ($V_V + V_F$) is equal to zero, no calculation is necessary.

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

$$L = 0.05 * P * a$$

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 $r > C_U$, assets in the elected Sub-accounts and elected Fixed Rate Options are transferred to the Transfer Account.

- 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.

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

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

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

SERFF Tracking Number: PRUD-125631808 *State:* Arkansas
Filing Company: Pruco Life Insurance Company *State Tracking Number:* 38891
Company Tracking Number: IFSA-P-HD7-LIA(7/08)
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: P-HD7-LIA(7/08)
Project Name/Number: P-HD7-LIA(7/08)/P-HD7-LIA(7/08)

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-125631808 State: Arkansas
Filing Company: Pruco Life Insurance Company State Tracking Number: 38891
Company Tracking Number: IFSA-P-HD7-LIA(7/08)
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: P-HD7-LIA(7/08)
Project Name/Number: P-HD7-LIA(7/08)/P-HD7-LIA(7/08)

Supporting Document Schedules

Review Status: 05/01/2008

Satisfied -Name: Certification/Notice
Comments:
Attachments:
AR - 7._PRU.pdf
AR - 7a PRU.pdf

Review Status: 05/01/2008

Satisfied -Name: Application
Comments:
not applicable to filing.

Review Status: 05/01/2008

Satisfied -Name: Life & Annuity - Acturial Memo
Comments:
Attachment:
P-HD7 _LIA ACT MEMO(PRU) 4.08.pdf

Review Status: 05/06/2008

Satisfied -Name: Statement of Variability
Comments:
Attachment:
PRU HD7LIA - VarMem (generic).pdf

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

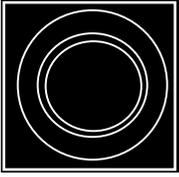
I hereby certify that Pruco Life Insurance Company complies with the requirements of Rules and Regulation #34 of the Arkansas Insurance Department regarding our Form No. P-RID-HD7-LIA(7/08), P-SCH-HD7-LIA(7/08)



Suzanne Hurel – VP, Contracts

May 5, 2008

Date



**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 # Carolyn S. Cargnel (203) 925-3883

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. * 2x \$ 20 = \$40
**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 ASSURANCE CORPORATION
ACTUARIAL MEMORANDUM

Highest Daily Lifetime Seven with Lifetime Income Accelerator Benefit
Form Number: P-RID-HD7-LIA(7/08)

I, Daniel O. Kane, Vice President and Actuary, am an officer of the Pruco Life Assurance Corporation, a Fellow of the Society of Actuaries, and a member of The American Academy of Actuaries. I meet the Academy qualification standards for rendering this opinion.

Actuarial Benefit Description

Description The Highest Daily Lifetime Seven with Lifetime Income Accelerator Benefit Rider (“The Rider”) is attached to a flexible premium deferred variable annuity contract. The Rider provides guaranteed minimum payments for the lifetime of a single Designated Life. In addition, the rider makes provision for a Guaranteed Minimum Account Value Credit (“GMAVC”) if certain requirements are met.

The Rider’s Lifetime Income Accelerator Benefit also makes provisions for an increase in the Annual Income Amount payable upon certain qualifying conditions that evidence impaired mortality. A Designated Life qualifies for this additional annuity benefit if he/she is confined to a Qualified Nursing Facility or cannot perform 2 out of 6 Activities of Daily Living (described below) and satisfy the Elimination and Waiting Period. Currently, the Elimination Period is 36 months and the Waiting Period is 120 days and they may run concurrently. Our pricing analysis shows that those who qualify for this benefit have a significantly shorter life expectancy than the normal population. The continuation of the increase in the Annual Income Amount is subject to the continued life contingent impairment and survival of the Designated Life. We have adopted a simplified underwriting procedure for determining qualification for this impaired annuity benefit. The cost of this benefit is covered through the additional charge, currently 0.35% of Protected Withdrawal Value, and the increased mortality assumptions associated with the impaired lives that qualify.

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. If the Owner is a Custodian, the Annuitant must be Designated Life and the Custodian must be designated as the primary Beneficiary.

The Designated Life must be 55 years old or older at the time of issue. If Lifetime Income Accelerator is elected, the Designated Life must also be 75 years old or younger at the time of issue.

Designated Life	The individual who is the measuring life for the benefits described in the rider.
Activities of Daily Living	<p>Basic abilities to care for oneself:</p> <p>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.</p> <p>Dressing: Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.</p> <p>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.</p> <p>Toileting: Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.</p> <p>Transferring: Moving into or out of a bed, chair or wheelchair.</p> <p>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).</p>
Annual Income Amount	<p>We guarantee, subject to the limits and conditions outlined in the Rider, in each Annuity Year an income amount (“Annual Income Amount”) as one or multiple withdrawals. The Annual Income Amount is determined at the time of the first withdrawal by applying the applicable Annual Income Percentage to the Protected Withdrawal Value. The applicable Annual Income Percentage is based on the attained age of the single Designated Life on the date of the first withdrawal after the Effective Date.</p> <p>Currently, the Annual Income Percentages for a single Designated Life are 5% for ages 74 and younger, 6% for ages 75 –79, 7% for ages 80-84 and 8% for ages 85 and older.</p>
Lifetime Income Accelerator Amount	If the Designated Life meets the Lifetime Income Accelerator eligibility requirements described in the rider, the Designated Life may take an increased income amount (Lifetime Income Accelerator Amount) as one or multiple withdrawals. The Lifetime Income Accelerator Amount is determined by multiplying the Annual Income Amount by the Multiplier for LIA. The current Multiplier for LIA is 2.
Lifetime Income Accelerator Amount Limitation	We may limit the number of Annuity Years in which the Designated Life 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 and the amount available will equal the Annual Income Amount. Currently, there is no limit on the Lifetime Income Accelerator Amount.

Protected
Withdrawal
Value

The Protected Withdrawal Value is used to calculate the initial Annual Income Amount, and any Lifetime Income Accelerator Amount, if applicable. It is also the basis for the charge for the rider.

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

If no withdrawal is made on or before the Periodic Value Cut-off Date, we will continue to calculate the Protected Withdrawal Value. Until a withdrawal is made, the Protected Withdrawal Value is equal to the greatest of:

- (1) the Account Value; or
- (2) the Periodic Value on the Periodic Value Cut-off Date , increased for subsequent Adjusted Purchase Payments

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

- (1) the Account Value; or
- (2) the Protected Withdrawal Value on the date of the first withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent withdrawals; or
- (3) the highest quarterly Account Value upon any Step Up. Please refer to the "Step-Up" provisions for details.

Currently, the Periodic Value Cut-off Date is equal to the Tenth Anniversary of the Effective Date.

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 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 made on the Current Valuation Day; and

- (2) the Account Value, and,
- (3) if the Current Valuation Day is on the Tenth Anniversary and if no withdrawals have been taken prior to the Tenth Anniversary, the sum of:
 - (a) 200% of the Account Value on the Effective Date;
 - (b) 200% of all Adjusted Purchase Payments made within one year after the Effective Date; and
 - (c) all Adjusted Purchase Payments made after one year following the Effective Date up to the Tenth Anniversary.

The Roll-Up Rate is currently 7.0% per year.

Guaranteed
Minimum
Account Value
Credit
("GMAVC")

We will apply a GMAVC to the Account Value if, on the Tenth Anniversary Date: (1) no withdrawals has been made since the Effective Date (including, but not limited to, withdrawals taken as required minimum distributions); and (2) the GMAVC is greater than zero. The GMAVC is equal to the difference between the Account Value on the Tenth Anniversary Date and the sum of: (i) the Account Value on the Effective Date; and (ii) any Adjusted Purchase Payments made after the Effective Date but before the first anniversary of the Effective Date.

Impact of
withdrawals

: Any 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, 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, 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 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 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 that Annuity Year's Annual Income Amount (or, if eligible for LIA, Lifetime Income Accelerator Amount) has been withdrawn 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.

Additional Purchase Payments after First Withdrawal The Annual Income Amount is increased by an amount obtained by applying the 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 on the date the first 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.

Step-Up Beginning on the first anniversary of the Issue Date of Annuity after the first withdrawal subsequent to the Effective Date, and on every anniversary thereafter, we will step up the Annual Income Amount, if the value resulting from applying the applicable Annual Income Percentage shown in the Schedule Supplement to the highest quarterly Account Value (as measured on each quarter anniversary of the Issue Date of the Annuity), occurring over the past Annuity Year and adjusted for any withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than the 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 the Designated Life has 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.

Guarantee Payments Once the 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 the 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 the Designated Life continues

to be eligible for LIA, the Guarantee Payment equals the Lifetime Income Accelerator Amount. In subsequent Annuity Years when the Designated Life is not eligible for LIA, the Guarantee Payment equals the Annual Income Amount.

Required Minimum Distributions (“RMD”) Exception	If: (1) any Required Minimum Distributions are made in any Annuity Year from the 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 there under, and (2) such distributions are greater than the Annual Income Amount or, if the Designated Life has qualified for LIA, the Lifetime Income Accelerator Amount, then, such distributions will not be treated as Excess Income for purposes of the rider.
Death of a Designated Life	If the rider was issued with a single Designated Life and the single Designated Life dies, the Rider terminates and the death benefit provisions of the Annuity apply.
Investment Limitations	While the rider is in effect, the 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, it may be required to maintain all or a portion of the Account Value in accordance with an asset allocation model.
Transfer Account	We monitor the investment performance of Account Value each Valuation Day to determine if we need to transfer any portion of Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We only transfer Account Value to or from the Transfer Account, and we only maintain Account Value in Transfer Account to the extent dictated by the Transfer Calculation Formula.
Transfers to and from the Transfer Account	<p>On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of the Account Value is to be transferred to or from the Transfer Account.</p> <p>Transfers to the Transfer Account will be taken on a pro-rata from the elected Sub-accounts and elected Fixed Rate Options. Transfers out of the Transfer Account will be deposited into the elected Sub-accounts on a pro-rata based on the Account Values in such Sub-accounts at that time.</p>
Transfer Calculation Formula	The formula described in the attached Rider monitors the Account Value daily, and, if dictated by the formula set forth below, Transfers to and from the Transfer Account.

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_1 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 withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first withdrawal were taken on the date of calculation. After the first withdrawal, the Income Basis equals the greatest of (1) the Account Value on the date of calculation; (2) the Protected Withdrawal Value on the date of the first withdrawal after the Effective Date, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income; or (3) the highest quarterly Account Value prior to the date of calculation.
- o T the amount of a transfer into or out of the Transfer Account.

Target Value Calculation:

On each Valuation Day, a target value (L) is calculated, according to the following formula. If the Account Value ($V_V + V_F$) is equal to zero, no calculation is necessary.

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

$$L = 0.05 * P * a$$

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 $r > C_u$, assets in the elected Sub-accounts and elected Fixed Rate Options are transferred to the Transfer Account.
- 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.

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

$T = \{ \text{Min} ((V_V + V_F), [L - B - (V_V + V_F) * C_I] / (1 - C_I)) \}$ 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

Charge The charge is assessed on the last day of each Benefit Quarter, and is applied to 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.

Currently, if the Lifetime Income Accelerator Benefit is not elected the annual rate is 0.60%. If the Lifetime Income Accelerator is elected, the rate is 0.95%. We reserve the right to increase the charge for future new issues but the charge will not exceed 2.00%.

Actuarial Basis for Surrender Amounts

There are no surrender benefits associated with the rider.

Actuarial Basis for Reserves

In December of 2002, the National Association of Insurance Commissioners (“NAIC”) adopted Actuarial Guideline 39 – Reserving for Variable Annuities with Guaranteed Living Benefits (“VAGLBs”). This Guideline specifies that the aggregate reserves for contracts with VAGLBs should equal the sum of:

- (1) the aggregate reserves for the variable annuity contracts ignoring both the future revenues and benefits from the VAGLBs and after comparison to the cash value of the contracts; and
- (2) the VAGLB reserve, determined as the sum of the aggregate VAGLB charges from the date of issue to the valuation date for VAGLB benefits in-force (i.e., contracts still in force and still eligible for the VAGLB).

Reserves Ignoring VAGLBs

Statutory reserves will be calculated for each contract on an integrated basis. The reserves are calculated according to the methodologies described in the Commissioners Annuity Reserve Valuation Method (“CARVM”), Actuarial Guideline 33, and Actuarial Guideline 34.

As required by Actuarial Guideline 34, an additional reserve will be held to provide for the contingencies of death occurring when the minimum death benefit exceeds the death benefit that would be paid in the absence of the guarantee. The portion of the minimum death benefit in excess of the account value is projected assuming an immediate drop in account value followed by an assumed recovery rate. The immediate drop and the assumed recovery rate to be used in this calculation are specified in Actuarial Guideline 34. The mortality basis used to discount projected death benefits for this reserve will be the 1994 Variable Annuity MGDB Mortality Table. Both mortality bases are sex-distinct and use the seriatim valuation approach, reflecting the sex and attained age of each contract owner. The current (2007) valuation interest rate is 4.50%.

VAGLB Reserves

Statutory reserves will be compiled in accordance with the New York Regulation 128, and will not be less than those computed in accordance with NAIC Actuarial Guideline 39. All contracts with guaranteed living benefits are subject to the asset maintenance requirements of New York Regulation 128. Reserve testing will be performed on a seriatim basis and the asset deduction percentages will be based on the asset type of each contract’s sub account. In the event the funds maintained for the annuities and guaranteed living benefit riders are not sufficient to meet the minimum asset requirements, an additional reserve up to 8% of minimum value of guaranteed contract liability will be established in the general account and any excess reserve will be held in a non-insulated separate account.

The statutory reserves held for our Highest Daily Lifetime Seven and Highest Daily Lifetime Seven with Lifetime Income Accelerator features consist of the sum of the charges from the date of issue to the valuation date accumulated at the valuation interest rate for benefits in force. The valuation rates used in the accumulation are the “Valuation Interest Rates for Other Annuities and Guaranteed Interest Contracts” with cash settlement options and guarantee duration of 5 years or less (Plan Type C). The rates are determined based on the issue date of the contract and are consistent with those required in the Standard Valuation Law, as interpreted by Actuarial Guideline 33.

As specified in Guideline 39, we will perform a standalone asset adequacy analysis of the VAGLB reserve. If such analysis reveals a reserve shortfall, we will increase our VAGLB reserve.

In my opinion, the reserves held for the rider:

- 1) are computed in accordance with presently accepted actuarial standards of practice consistently applied, and fairly stated, in accordance with sound actuarial principles;
- 2) are based on actuarial assumptions which produce reserves at least as great as those called for in any rider provision as to reserve basis and method, and are in accordance with all other rider provisions.

Daniel O. Kane

Daniel O. Kane, F.S.A., M.A.A.A.
Vice President and Actuary

Date March 20, 2008

PRUCO LIFE INSURANCE COMPANY

**STATEMENT OF VARIABILITY FOR
HIGHEST DAILY LIFETIME SEVEN WITH LIFETIME INCOME ACCELERATOR BENEFIT
SCHEDULE SUPPLEMENT P-SCH-HD7-LIA(7/08)**

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 Seven 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:

Annuity Number	This is the number assigned to the Annuity by us for record keeping purposes.
Effective Date	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.
[Designated Life]	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.

Roll-Up Rate	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.
Periodic Value Cut-off Date	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 50 years.
Annual Income Percentage	Currently this percentage is based on attained age of the Designated Life. Currently, the range for this item is 5% to 8%. In the future, the Annual Income Percentage may range from 1% to 10%.

Minimum Guarantee Payment	Currently this amount is \$100. In the future this amount may be as little as \$25 or as much as \$1000.
Transfer Account	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 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	Currently the charge for this benefit is assessed at the end of each Benefit Quarter at the quarterly equivalent of an annual rate of 0.95% 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.
Waiting Period	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.
Elimination Period	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.
Multiplier for LIA	Currently the Multiplier for LIA is 2. In the future it may be as low as 1 or as high as 4.
LIA Limitation	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.
Annuity Payment Table	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.
Transfer Calculation Formula	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.