

SERFF Tracking Number: PRUD-126233742 State: Arkansas  
Filing Company: Pruco Life Insurance Company State Tracking Number: 42958  
Company Tracking Number: PRUCO HDGRO/GRO CAP  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: PRUCO HDGRO/GRO Cap  
Project Name/Number: PRUCO HDGRO/GRO Cap/PRUCO HDGRO/GRO Cap

## Filing at a Glance

Company: Pruco Life Insurance Company  
Product Name: PRUCO HDGRO/GRO Cap SERFF Tr Num: PRUD-126233742 State: Arkansas  
TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 42958  
Variable and Variable Closed  
Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: PRUCO HDGRO/GRO State Status: Approved-Closed  
CAP  
Filing Type: Form Reviewer(s): Linda Bird  
Authors: John Witteman, Anthony Disposition Date: 07/27/2009  
Pereira, Carolyn Cargnel, Pamela  
Bonaparte-Golding  
Date Submitted: 07/20/2009 Disposition Status: Approved-  
Closed  
Implementation Date Requested: On Approval Implementation Date:  
State Filing Description:

## General Information

Project Name: PRUCO HDGRO/GRO Cap  
Project Number: PRUCO HDGRO/GRO Cap  
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 of 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: 07/27/2009

Market Type: Group  
Group Market Size: Large  
Group Market Type: Discretionary  
Explanation for Other Group Market Type:  
State Status Changed: 07/27/2009  
Created By: Pamela Bonaparte-Golding  
Corresponding Filing Tracking Number:

Deemer Date:  
Submitted By: Pamela Bonaparte-Golding

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Filing Description:  
VIA SERFF

July 20, 2009

Honorable Julia Benfield Bowman, Insurance Commissioner  
Life and Health Division  
Arkansas Insurance Department  
200 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-HDGRO(11/09)  
Schedule Supplement Form P-SCH-HDGRO(11/09)

Schedule Supplement Form P-SCH-HDGROCAP(11/09) for use with Prior Approved Rider Form P-RID-HDGRO(1/08) that was approved on November 9, 2007 File No. PRUD-125330362

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 manner.

Forms P-RID-HDGRO(11/09) and P-SCH-HDGRO(11/09) are similar to Forms P-RID-HDGRO(1/08) and P-SCH-HDGRO(1/08) approved on November 9, 2007 File No. PRUD-125330362. Just as in the prior approved Forms, the Forms submitted guarantee annuity holders that their Account Value on the tenth anniversary of the Effective Date (benefit anniversary) will equal their Account Value on the Effective Date. In addition, it guarantees the highest daily Account Value within the first benefit year eleven years after the Effective Date, the highest daily Account Value within the first two benefit years twelve years after the Effective Date, and it will continue to create a new enhanced guarantee value on each Effective Date anniversary which is guaranteed ten years after that anniversary. Just as in the prior approved form, this Rider will make use of a program to monitor investment performance and move funds between the

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variable investment options selected by the owner and the Transfer Fund to mitigate the risks borne by the company associated with the optional rider's guarantees. The main difference between the prior approved forms and the forms submitted now is the Benefit Transfer Formula is adjusted to place a 90% cap on transfers of the account value to the Benefit Transfer Account.

Form P-SCH-HDGROCAP(11/09)is similar to Form P-SCH-HDGRO (1/08). The main difference between the referenced schedule page and the prior approved schedule page is the Benefit Transfer Formula is adjusted to place a 90% cap on transfers of account value to the Benefit Transfer Account. An "Effective Date of the 90% Cap Rule" item has been added to indicate the effective date of the new transfer formula. Annuity owners that have an existing benefit may elect the new transfer formula for no cost and without canceling the guarantees provided by the existing benefit.

The annuity forms submitted are designed for use for qualified and non-qualified sales, as defined in the Internal Revenue Code. Should these Forms 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 Schedule Supplements indicate that we reserve the right to change the information shown within brackets, without refiling 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, Fax: (203) 944-7737  
Email: pamela.bonaparte-golding@prudential.com

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Enclosures

## Company and Contact

### Filing Contact Information

Anthony Pereira, Senior Compliance Analyst Anthony.Pereira@Prudential.com  
 One Corporate Drive 800-628-6039 [Phone] 57146 [Ext]  
 P.O. Box 883 203-944-7510 [FAX]  
 Shelton, CT 06484

### 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  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$75.00  
 Retaliatory? No  
 Fee Explanation: \$25.00 per form X 3 forms = \$75.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pruco Life Insurance Company	\$75.00	07/20/2009	29318764

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/27/2009	07/27/2009

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## **Disposition**

Disposition Date: 07/27/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	AR 7		Yes
Form	Highest Daily Guarantee Return Option II Benefit Rider		Yes
Form	Highest Daily Guarantee Return Option II Benefit Schedule Supplement		Yes
Form	Highest Daily Guarantee Reetrun Option Benefit Schedule Supplement		Yes

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## Form Schedule

Lead Form Number: P-SCH-HDGROCAP(11/09)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P-RID-HDGRO(11/09)	Policy/Contract	Cont Highest Daily Guarantee Return Option II Benefit Certificate: Rider Amendment, Insert Page, Endorsement or Rider	Initial		0.000	P-RID-HDGRO_11-09_.pdf
	P-SCH-HDGRO(11/09)	Schedule Pages	Highest Daily Guarantee Return Option II Benefit Schedule Supplement	Initial		0.000	P-SCH-HDGRO_11-09_.pdf
	P-SCH-HDGROCAP(11/09)	Schedule Pages	Highest Daily Guarantee Return Option Benefit Schedule Supplement	Initial		0.000	P-SCH-HDGROCAP(11-09).pdf

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

**[HIGHEST DAILY GUARANTEED RETURN OPTION II] BENEFIT RIDER**

This Rider is made part of your Annuity. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control.

**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 and any Fixed Rate Option(s).

**Adjusted Account Value:** The Adjusted Account Value for any Valuation Day is equal to the Account Value on that Valuation Day, increased by any additional Net Purchase Payments and reduced due to any withdrawals from the Annuity since the immediately preceding Valuation Day, as described below.

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

**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.

**Guarantee Amount:** This is an amount established initially on the Effective Date, and is equal to your Account Value on that date. On each subsequent anniversary of the Effective Date, a Guarantee Amount is calculated that is equal to the highest Adjusted Account Value, as defined above, for any Valuation Day between the Effective Date and that anniversary. Each Guarantee Amount is increased by any additional Net Purchase Payments. Each Guarantee Amount is reduced by any withdrawals from the Annuity (other than those to pay for charges for optional benefits provided in connection with your Annuity). The manner in which Net Purchase Payments and withdrawals affect each Guarantee Amount is detailed below. We only calculate a Guarantee Amount if the Guarantee Period for that Guarantee Amount does not extend beyond the latest Annuity Date applicable to the Annuity.

**Guarantee Period:** With respect to a Guarantee Amount, this is the period of time extending from the date a Guarantee Amount is initially calculated to the date we compare your Account Value to that Guarantee Amount. The duration of a Guarantee Period is shown in the Schedule Supplement.

**Net Purchase Payment:** A Purchase Payment less any applicable charge for taxes. For purposes of this Rider, a Net Purchase Payment includes any Credit allocated to your Account Value in relation to such Net Purchase Payment.

**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.

**Transfer Account:** Collectively, one or more Sub-accounts, each of which invests in a different bond portfolio ("bond portfolio Sub-account"). There is a separate bond portfolio Sub-account with a target year corresponding to the year in which each Guarantee matures ("Maturity of a Guarantee"). Account Value is transferred to and from the Transfer Account as determined by the Transfer Calculation Formula.

**Transfer Calculation Formula:** A formula which we use to determine whether Account Value 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.

**How the Benefit Works:** On the Effective Date and on each subsequent anniversary of the Effective Date, we calculate a Guarantee Amount as described above, and determine the applicable Guarantee Period. At the end of each Guarantee Period we compare your Account Value on that date to the Guarantee Amount applicable to that Guarantee Period. If your Account Value at the end of a Guarantee Period is less than the Guarantee Amount applicable to that Guarantee Period, we increase your Account Value to equal the Guarantee Amount.

If we add an amount to your Account Value, as provided in the preceding paragraph, we will allocate that amount, together with any assets allocated to the bond portfolio Sub-account associated with the Guarantee that is maturing, to the elected Sub-accounts. Allocation to the elected Sub-accounts will be in accordance with your most recent allocation instructions. The Transfer Calculation Formula will then determine whether any portion of the Account Value should be transferred to the Transfer Account.

Upon Maturity of a Guarantee if no increases to your Account Value are required pursuant to the terms of this Rider, any assets in the bond portfolio Sub-account associated with the Guarantee that is maturing will be transferred to the elected Sub-accounts on a pro-rata basis. If you are participating in an asset allocation program for which we are providing administrative support, we will allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Subsequent to this transfer, the Transfer Calculation Formula will determine whether any portion of the Account Value should be transferred to the Transfer Account.

**Additional Purchase Payments:** If your Annuity permits additional Purchase Payments, then each Guarantee Amount is increased by additional Net Purchase Payments that are made during the Guarantee Period applicable to that Guarantee Amount. Each Adjusted Account Value is also increased by Net Purchase Payments made subsequent to the immediately preceding Valuation Day. Increases in a Guarantee Amount and Adjusted Account Value will occur on the date on which the Net Purchase Payment is made.

**Reductions in Adjusted Account Values and Guarantee Amounts Due to Withdrawals:** We will reduce each Guarantee Amount and each Adjusted Account Value for withdrawals, including any applicable Contingent Deferred Sales Charges. These reductions may be subject to a "Dollar-for-Dollar Limit" as described below. The initial Dollar-for-Dollar Limit is determined by applying the Dollar-for-Dollar Percentage to the initial Guarantee Amount. The Dollar-for-Dollar Percentage is shown in the Schedule Supplement. If the Dollar-for-Dollar Percentage is zero, the Dollar-for-Dollar Limit is zero.

We reduce each Guarantee Amount by the exact amount of any withdrawals of Account Value, including any applicable Contingent Deferred Sales Charges, made during the Guarantee Period applicable to that Guarantee Amount that do not exceed the Dollar-for-Dollar Limit. We reduce each Adjusted Account Value by the exact amount of any withdrawals of Account Value, including any applicable Contingent Deferred Sales charges, made subsequent to the immediately preceding Valuation Day that do not exceed the Dollar-for-Dollar Limit.

We proportionately reduce each Guarantee Amount in relation to any withdrawals of Account Value made during the Guarantee Period applicable to that Guarantee Amount that exceed the Dollar-for-Dollar Limit. Similarly, each Adjusted Account Value is proportionately reduced in relation to any withdrawals of Account Value made subsequent to the immediately preceding Valuation Day that exceed the Dollar-for-Dollar Limit. If the Dollar-for-Dollar Limit is zero, all reductions are proportionate. We calculate the amount of each such proportionate reduction in relation to the entire amount of each withdrawal at the time it occurs, as follows:

Each Guarantee Amount after a withdrawal equals the Guarantee Amount immediately before the withdrawal less the sum of (a) and (b), where:

- (a) is the Remaining Dollar-for-Dollar Amount before withdrawals, which is defined below; and
- (b) is the result of multiplying (i) times (ii), where:
  - (i) is the Guarantee Amount immediately before the withdrawal less the Remaining Dollar-for-Dollar Amount before the withdrawal; and

- (ii) is an adjustment factor of (A) divided by (B), where:
  - (A) is the current withdrawal amount less the Remaining Dollar-for-Dollar Amount immediately before the withdrawal; and
  - (B) is your Account Value immediately before the withdrawal less the Remaining Dollar-for-Dollar Amount immediately before the withdrawal.

Each Adjusted Account Value is reduced by withdrawals in excess of the Dollar-for-Dollar Limit in accordance with the formula set forth in the preceding paragraph, substituting "Adjusted Account Value" for "Guarantee Amount".

The Remaining Dollar-for-Dollar Amount is the then-current Dollar-for-Dollar Limit before the withdrawal less cumulative withdrawals during that Benefit Year prior to the current withdrawal, but not less than zero.

Reductions to each Guarantee Amount and each Adjusted Account Value occur as of the date each withdrawal is made.

**Effect of Withdrawals and Net Purchase Payments on Dollar-for-Dollar Limit:** Any Dollar-for-Dollar Limit is reduced by withdrawals in excess of the Dollar-for-Dollar Limit during that Benefit Year in the same proportion that each Adjusted Account Value and each Guarantee Amount is reduced by that excess withdrawal. Reductions to the Dollar-for-Dollar Limit will occur on the date on which the excess withdrawal is made.

Additional Purchase Payments increase the Dollar-for-Dollar Limit. The Dollar-for-Dollar Limit is increased by the amount resulting from applying the Dollar-for-Dollar Percentage to each additional Net Purchase Payment made since the most recent anniversary of the Effective Date. Increases in the Dollar-for-Dollar Limit will occur on the date on which the Net Purchase Payment is made.

**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 invested 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 required investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers allowed 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 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 each Guarantee Amount. We only transfer Account Value to the Transfer Account, and we only maintain Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. 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 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 compare your Account Value to an amount based on the Guarantees provided by this benefit. Based on the formula, a determination is made as to 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. 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. 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 is applied against the daily total value of each elected Sub-account and the Transfer Account to the extent to which the Account Value in your Annuity is allocated to either. The charge is assessed each day at the daily equivalent of the applicable rate until this Rider terminates. On the Effective Date, the charge is as shown in the Schedule Supplement. We cease to deduct a charge for the Rider once it terminates in accordance with the "Termination of Benefits" provision below.

**Termination of Benefits:** You may terminate this Rider at any time upon notification to us in Good Order. Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- A. Elective Termination:** You may terminate this Rider at any time. Upon elective termination, we transfer any remaining Account Value from the Transfer Account. Unless you are participating in any 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 any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. If upon elective termination, the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions.
- B. Termination due to Death:** This Rider terminates automatically as of the date the Annuity's death benefit becomes payable unless the Annuity is continued in accordance with the Annuity's spousal continuation provisions.
- C. Termination resulting from the start of Annuity Payments:** This Rider terminates automatically as of the date we transfer all Account Value in order to begin annuity payments, if annuity payments are to begin prior to the latest Annuity Date applicable to the Annuity. However, if annuity payments are scheduled to begin on such latest Annuity Date, this Rider will terminate on the anniversary of the Effective Date immediately prior to such latest Annuity Date. We may permit transfer of a portion of Account Value to start annuity payments if doing so does not result in adverse consequences to you under the Internal Revenue Code. In such a situation, this Rider does not terminate and the transfer of Account Value to fund the annuity payments has the same impact as a partial withdrawal.
- D. Termination upon Surrender:** This Rider terminates if you surrender your Annuity before the Annuity Date.

PRUCO LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Howard B. Lewis". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

---

Secretary

**[PRUCO LIFE INSURANCE COMPANY  
2999 North 44<sup>th</sup> STREET, SUITE 250  
PHOENIX, ARIZONA 85014]**

**[HIGHEST DAILY GUARANTEED RETURN OPTION II] BENEFIT  
SCHEDULE SUPPLEMENT**

**ANNUITY NUMBER:** [001-00001]

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

**DURATION OF A GUARANTEE PERIOD:** [10 Years]

**DOLLAR-FOR-DOLLAR PERCENTAGE:** [0.0%]

**CHARGE FOR THE RIDER:** [The daily equivalent of an annual rate of [0.60%] applied to the elected Sub-accounts and the Transfer Account]

**TRANSFER ACCOUNT:** [Collectively, one or more AST bond portfolio Sub-accounts.] If a bond portfolio Sub-account is discontinued, we will substitute a successor Sub-account, if there is one. Otherwise, we will substitute a comparable Sub-account. We will obtain any required regulatory approvals prior to substitution of the Sub-account.

**BENCHMARK INDEX:** [Barclays Capital Fixed Term Zero Coupon Swap Index.] If this Benchmark Index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise, we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.

**BENCHMARK INDEX INTEREST RATE:** [The interest rate that is set with reference to the Benchmark Index.]

**DISCOUNT RATE ADJUSTMENT:** [2.5%]

**DISCOUNT RATE MINIMUM:** [

Month	Minimum	Month	Minimum
1	3.00%	13	2.00%
2	2.92%	14	1.92%
3	2.83%	15	1.83%
4	2.75%	16	1.75%
5	2.67%	17	1.67%
6	2.58%	18	1.58%
7	2.50%	19	1.50%
8	2.42%	20	1.42%
9	2.33%	21	1.33%
10	2.25%	22	1.25%
11	2.17%	23	1.17%
12	2.08%	24	1.08%
		25+	1.00%

]

**[HIGHEST DAILY GUARANTEED RETURN OPTION II] BENEFIT  
SCHEDULE SUPPLEMENT (CONTINUED)**

**TRANSFER CALCULATION FORMULA**

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

**Formula:**

- AV is the current Account Value of the Annuity
- $V_V$  is the current Account Value of the elected Sub-accounts of the Annuity
- $V_F$  is the current Account Value of the elected Fixed Rate Options of the Annuity
- B is the total current value of the Transfer Account
- $C_l$  is the lower target value; it is established on the Effective Date and is not changed for the life of the guarantee
- $C_t$  is the middle target value; it is established on the Effective Date and is not changed for the life of the guarantee
- $C_u$  is the upper target value; it is established on the Effective Date and is not changed for the life of the guarantee
- T is the amount of a transfer into or out of the Transfer Account

For each Guarantee Amount:

- $G_i$  is the Guarantee Amount
- $N_i$  is the number of days until the end of the Guarantee Period
- $d_i$  is the discount rate associated with the number of days until the end of a Guarantee Period. The discount rate is determined by taking the greater of the Benchmark Index Interest Rate less the Discount Rate Adjustment, and the Discount Rate Minimum. The applicable term of the Benchmark Index Interest Rate is the same as the number of days remaining until the end of the Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used. The Discount Rate Minimum is determined based on the number of months since the Effective Date.

The formula, which is set on the Effective Date and is not changed while this Rider is in effect, determines, on each Valuation Day, when a transfer is required:

The formula begins by determining the value on that Valuation Day that, if appreciated at the applicable discount rate, would equal the Guarantee Amount at the end of the Guarantee Period. We call the greatest of these values the "current liability (L)".

$$L = \text{MAX} (L_i), \text{ where } L_i = G_i / (1 + d_i)^{(N_i/365)}.$$

Next the formula calculates the following formula ratio (r):

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

If the formula ratio exceeds an upper target value, then Account Value will be transferred to the bond portfolio Sub-account associated with the current liability subject to the 90% Cap Rule. If, at the time we make a transfer to the bond portfolio Sub-account associated with the current liability, there is Account Value allocated to a bond portfolio Sub-account not associated with the current liability, we will transfer all assets from that bond portfolio Sub-account to the bond portfolio Sub-account associated with the current liability.

**[HIGHEST DAILY GUARANTEED RETURN OPTION II] BENEFIT  
SCHEDULE SUPPLEMENT (CONTINUED)**

**TRANSFER CALCULATION FORMULA (Continued)**

The formula will transfer assets into the Transfer Account if  $r > C_u$  and if 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.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(\text{MAX}(0, (.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_t] / (1 - C_t))\}$$

If the formula ratio is less than a lower target value, and there are assets in the Transfer Account, then the formula will transfer assets out of the Transfer Account and into the elected Sub-accounts.

The formula will transfer assets out of the Transfer Account if  $r < C_l$  and  $B > 0$ .

The transfer amount is calculated by the following formula:

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

If, following a transfer to the elected Sub-accounts, there are assets remaining in a bond portfolio Sub-account not associated with the current liability, we will transfer all assets from that bond portfolio Sub-account to the bond portfolio Sub-account associated with the current liability.

**90% Cap Rule:** If, on any Valuation Day this Rider remains in effect, a transfer into the Transfer Account occurs 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 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.]

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

**[HIGHEST DAILY GUARANTEED RETURN OPTION] BENEFIT  
SCHEDULE SUPPLEMENT**

**ANNUITY NUMBER:** [001-00001]

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

**EFFECTIVE DATE OF [90%] CAP RULE:** [Issue Date of Schedule Supplement]

**DURATION OF A GUARANTEE PERIOD:** [10 years]

**DOLLAR-FOR-DOLLAR PERCENTAGE:** [5.0%]

**CHARGE FOR THE RIDER:** [The daily equivalent of an annual rate of [0.60%] applied to the elected Sub-accounts and the Transfer Account]

**TRANSFER ACCOUNT:** [Collectively, one or more AST bond portfolio Sub-accounts.] If a bond portfolio sub-account is discontinued, we will substitute a successor sub-account, if there is one. Otherwise, we will substitute a comparable sub-account. We will obtain any required regulatory approvals prior to substitution of the sub-account.

**BENCHMARK INDEX:** [Barclays Capital Fixed Maturity Zero Coupon Swap Index]. If this Benchmark Index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise, we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.

**BENCHMARK INDEX INTEREST RATE:** [The interest rate that is set with reference to the Benchmark Index.]

**DISCOUNT RATE ADJUSTMENT:** [2.5%]

**DISCOUNT RATE MINIMUM:**[

Month	Minimum	Month	Minimum
1	3.00%	13	2.00%
2	2.92%	14	1.92%
3	2.83%	15	1.83%
4	2.75%	16	1.75%
5	2.67%	17	1.67%
6	2.58%	18	1.58%
7	2.50%	19	1.50%
8	2.42%	20	1.42%
9	2.33%	21	1.33%
10	2.25%	22	1.25%
11	2.17%	23	1.17%
12	2.08%	24	1.08%
		25+	1.00%

]

**HIGHEST DAILY GUARANTEED RETURN OPTION BENEFIT  
SCHEDULE SUPPLEMENT (CONTINUED)**

**TRANSFER CALCULATION FORMULA**

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

**Formula:**

- AV is the current Account Value of the Annuity
- V is the current Account Value of the elected Sub-accounts of the Annuity
- B is the total current value of the Transfer Account
- $C_l$  is the lower target value; it is established on the Effective Date and is not changed for the life of the guarantee
- $C_t$  is the middle target value; it is established on the Effective Date and is not changed for the life of the guarantee
- $C_u$  is the upper target value; it is established on the Effective Date and is not changed for the life of the guarantee
- T is the amount of a transfer into or out of the Transfer Account

For each Guarantee Amount:

- $G_i$  is the Guarantee Amount
- $N_i$  is the number of days until the end of the Guarantee Period
- $d_i$  is the discount rate associated with the number of days until the end of a Guarantee Period. The discount rate is determined by taking the greater of the Benchmark Index Interest Rate less the Discount Rate Adjustment, and the Discount Rate Minimum. The applicable term of the Benchmark Index Interest Rate is the same as the number of days remaining until the end of the Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used. The Discount Rate Minimum is determined based on the number of months since the Effective Date.

**Transfer Calculation**

The formula, which is set on the Effective Date of the 90% Cap Rule as shown in this Schedule Supplement and is not changed while the Rider is in effect, determines, on each Valuation Day, when a transfer is required.

On the Effective Date of the 90% Cap Rule (and only on this date), the following asset transfer calculation is performed to determine the amount of Account Value allocated to the Transfer Account:

$$\text{If } (B / (V + B) > .90), \text{ then} \\ T = B - [(V + B) * .90]$$

If T as described above is greater than \$0, then that amount ("T") is transferred from the Transfer Account to the elected Sub-accounts and no additional transfer calculations are performed on the Effective Date of the 90% Cap Rule. Any transfers into the Transfer Account are suspended. The suspension will be lifted once a transfer out of the Transfer Account occurs.

On each Valuation Date thereafter (including the Effective Date of the 90% Cap Rule, provided  $(B / (V + B) \leq .90)$ , the formula begins by determining the value on that Valuation Day that, if appreciated at the applicable discount rate, would equal the Guarantee Amount at the end of the Guarantee Period. We call the greatest of these values the "current liability (L)."

$$L = \text{MAX}(L_i), \text{ where } L_i = G_i / (1 + d_i)^{(N_i/365)}$$

**HIGHEST DAILY GUARANTEED RETURN OPTION BENEFIT  
SCHEDULE SUPPLEMENT (CONTINUED)**

**TRANSFER CALCULATION FORMULA (Continued)**

Next the formula calculates the following formula ratio (r):

$$r = (L - B) / V.$$

If the formula ratio exceeds an upper target value, then, subject to the 90% Cap Rule, Account Value will be transferred to the bond fund Sub-account associated with the current liability. If, at the time we make a transfer to the bond fund Sub-account associated with the current liability, there is Account Value allocated to a bond fund Sub-account not associated with the current liability, we will transfer all assets from that bond fund Sub-account to the bond fund Sub-account associated with the current liability.

The formula will transfer assets into the Transfer Account if  $r > C_u$ , subject to the 90% Cap Rule.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(\text{MAX}(0, (.90 * (V + B)) - B), [L - B - V * C_i] / (1 - C_i))\}$$

If the formula ratio is less than a lower target value and there are assets in the Transfer Account, then the formula will transfer assets out of the Transfer Account into the elected Sub-accounts.

The formula will transfer assets out of the Transfer Account if  $r < C_l$  and  $B > 0$ .

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(B, - [L - B - V * C_i] / (1 - C_i))\}$$

If following a transfer to the elected Sub-accounts, there are assets remaining in a bond fund Sub-account not associated with the current liability, we will transfer all assets from that bond fund Sub-account to the bond fund Sub-account associated with the current liability.

At any given time, some, most, or none of the Account Value may be allocated to the Transfer Account under the Transfer Calculation formula.

**90% Cap Rule:** If, on any Valuation Day, on and after the Effective Date of the 90% Cap Rule, a transfer into the Transfer Account occurs 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 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.]

SERFF Tracking Number: PRUD-126233742 State: Arkansas  
 Filing Company: Pruco Life Insurance Company State Tracking Number: 42958  
 Company Tracking Number: PRUCO HDGRO/GRO CAP  
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
 Variable and Variable  
 Product Name: PRUCO HDGRO/GRO Cap  
 Project Name/Number: PRUCO HDGRO/GRO Cap/PRUCO HDGRO/GRO Cap

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Flesch Certification		
<b>Bypass Reason:</b> Pruco believes that federal law exempts these forms from any "Flesch score" or readability requirements in your statutes or regulations.		

**Comments:**

	<b>Item Status:</b>	<b>Status Date:</b>
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<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> Not a policy filing - application not applicable		

**Comments:**

	<b>Item Status:</b>	<b>Status Date:</b>
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<b>Satisfied - Item:</b> Statements of Variability		
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**Comments:**

**Attachments:**

P-HDGRO II\_11-09\_ VarMem \_generic\_.pdf

P-HDGRO Cap VarMem \_generic\_.pdf

	<b>Item Status:</b>	<b>Status Date:</b>
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<b>Satisfied - Item:</b> AR 7		
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**Comments:**

**Attachment:**

AR - 7.\_PRU.pdf

**PRUCO LIFE INSURANCE COMPANY**

**STATEMENT OF VARIABLE MATERIAL FOR  
HIGHEST DAILY GUARANTEED RETURN OPTION II BENEFIT  
SCHEDULE SUPPLEMENT P-SCH-HDGRO(11/09)**

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 Guaranteed Return Option II 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. They 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.

**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>Duration of a Guarantee Period</b>	Currently the Duration of a Base Guarantee Period is 10 years. In the future we may use a duration ranging between 1 year and 15 years.
<b>Dollar-For-Dollar Percentage</b>	Currently the Dollar-for-Dollar Percentage is 0% per year. In the future we may use a Dollar-for-Dollar Percentage ranging between 0% and 10%.
<b>Charge for the Rider</b>	Currently the charge for this benefit is assessed daily at the equivalent of an annual rate of 0.60% of the daily Account Value attributed to, and maintained for, each Sub-account elected by the purchaser and the Transfer Account. In the future we may vary the charge, using a range of 0% to 1.50%.
<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 collectively, one or more AST bond portfolio Sub-account. If this Sub-account is discontinued, we will substitute a successor Sub-account, if there is one. Otherwise, we will substitute a comparable Sub-account. We will obtain any required regulatory approvals prior to substitution of the Sub-account.

<b>Benchmark Index</b>	Initially we will use the Barclays Capital Fixed Maturity Zero Coupon Swap Index. Once selected, we will not change the benchmark index. However, if the benchmark index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.
<b>Benchmark Index Interest Rate</b>	This item is determined using the Benchmark Index and the number of days remaining until the end of the Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used.
<b>Discount Rate Adjustment</b>	This is the adjustment we will apply to the Benchmark Index Interest Rate to obtain the discount rate referenced in the Transfer Calculation Formula. The range for the Discount Rate Adjustment is 1.00% to 4.00%.
<b>Discount Rate Minimum</b>	This item represents the floor for the discount rate referenced in the Transfer Calculation Formula. Initially the range for the Discount Rate Minimum is 3% down to 1%, with a monthly linear reduction over a 25 month period. In the future, this item may vary with a rate of 0.50% to 4.00% over a duration ranging from 0 to 48 months.
<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 VARIABLE MATERIAL FOR  
HIGHEST DAILY GUARANTEED RETURN OPTION BENEFIT  
SCHEDULE SUPPLEMENT P-SCH-HDGROCAP(11/09)**

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 Guaranteed Return 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 name and address are as indicated in the referenced annuity forms. They 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>Effective Date of the 90% Cap Rule</b>	This date will illustrate the date that the 90% Cap Rule is elected by the applicant. It may be the Effective Date, if this benefit is elected at the time the Rider is purchased, or a subsequent date, if this benefit is elected post-issue.

**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>Duration of a Guarantee Period</b>	Currently the Duration of a Base Guarantee Period is 10 years. In the future we may use a duration ranging between 1 year and 15 years.
<b>Dollar-For-Dollar Percentage</b>	Currently the Dollar-for-Dollar Percentage is 5% per year. In the future we may use a Dollar-for-Dollar Percentage ranging between 0% and 10%.
<b>Charge for the Rider</b>	Currently the charge for this benefit is assessed daily at the equivalent of an annual rate of 0.60% of the daily Account Value attributed to, and maintained for, each Sub-account elected by the purchaser and the Transfer Account. In the future we may vary the charge, using a range of 0% to 0.75%.
<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 collectively, one or more AST bond portfolio Sub-account. If this Sub-account is discontinued, we will substitute a successor Sub-account, if there is one. Otherwise, we will substitute a comparable Sub-account. We will obtain any required regulatory approvals prior to substitution of the Sub-account.

<b>Benchmark Index</b>	Initially we will use the Barclays Capital Fixed Maturity Zero Coupon Swap Index. Once selected, we will not change the benchmark index. However, if the benchmark index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.
<b>Benchmark Index Interest Rate</b>	This item is determined using the Benchmark Index and the number of days remaining until the end of the Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used.
<b>Discount Rate Adjustment</b>	This is the adjustment we will apply to the Benchmark Index Interest Rate to obtain the discount rate referenced in the Transfer Calculation Formula. The range for the Discount Rate Adjustment is 1.00% to 4.00%.
<b>Discount Rate Minimum</b>	This item represents the floor for the discount rate referenced in the Transfer Calculation Formula. Initially the range for the Discount Rate Minimum is 3% down to 1%, with a monthly linear reduction over a 25 month period. In the future, this item may vary with a rate of 0.50% to 4.00% over a duration ranging from 0 to 48 months.
<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  
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-HDGRO(11/09), P-SCH-HDGRO(11/09), P-SCH-HDGROCAP(11/09)



Suzanne Hurel – VP, Contracts

July 20, 2009

Date