

SERFF Tracking Number: PRUD-126472183 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 45069
Company Tracking Number: PRGA-GAA-7987-LV-AR
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GAA-7987
Project Name/Number: GAA-7987/GAA-7987

Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: GAA-7987 SERFF Tr Num: PRUD-126472183 State: Arkansas

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num: 45069
Closed

Sub-TOI: A03G.002 Flexible Premium Co Tr Num: PRGA-GAA-7987-LV- State Status: Approved-Closed
AR

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Dan Arcure, Susan Eckler- Disposition Date: 03/08/2010

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Roe, Lynn Vega

Date Submitted: 03/03/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GAA-7987

Project Number: GAA-7987

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 03/08/2010

Deemer Date:

Submitted By: Lynn Vega

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Our domicile state,
New Jersey, does not require filing of this form.

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Trust

Explanation for Other Group Market Type:

State Status Changed: 03/08/2010

Created By: Lynn Vega

Corresponding Filing Tracking Number: PRGA-
GAA-7987-LV-AR

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Filing Description:

We submit for approval, the above-referenced group annuity Active Life Certificate Form "Certificate Form"). This Certificate Form is new and does not replace any other forms previously filed with the Department.

This Certificate Form will be issued to Arkansas residents in connection with Group Annuity Contract Form GAA-7900-Secular-7148, which was approved by the Department on September 2, 1994.

In addition, the Certificate Form may be issued in connection with other Group Annuity Contract Forms approved by the Department for use on a general or one-case basis in connection with funded nonqualified plans.

Enclosed is the Memorandum of Variability for this Certificate Form, which describes the manner in which the bracketed, variable material may change. This Certificate Form, when issued, may vary in format and company logo.

The Readability Certification for the Certificate Form is enclosed with this filing.

A payment in the amount of \$50.00 is being sent to the Department via EFT. Please note that our domicile state, New Jersey, does not charge a filing fee, therefore, retaliatory fees are not applicable.

If you have any questions regarding this filing, please contact me at (570) 341-6182.

Company and Contact

Filing Contact Information

Daniel T. Arcure, Second Vice President Daniel.Arcure@Prudential.com
Prudential 570-341-6182 [Phone]
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Filing Company Information

The Prudential Insurance Company of America CoCode: 68241 State of Domicile: New Jersey
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: 22-1211670

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00

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Retaliatory? No
Fee Explanation: Our domicile state, New Jersey, does not charge a filing fee, therefore, retaliatory fees are not applicable. Arkansas fee of \$50 per form is being sent via EFT.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	\$50.00	03/03/2010	34570434

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/08/2010	03/08/2010

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Disposition

Disposition Date: 03/08/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-126472183 *State:* Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Memorandum of Variability		Yes
Supporting Document	Certification		Yes
Form	Active Life Certificate		Yes

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Form Schedule

Lead Form Number: GAA-7987

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GAA-7987	Certificate	Active Life Certificate	Initial		41.400	AR GAA-7987.pdf



**The Prudential
Insurance Company
of America**

**Corporate Address:
The Prudential Insurance Company
of America
Prudential Plaza
Newark, New Jersey 07102**

issues this CERTIFICATE to persons for whom contributions have been paid under its group contract number [GA-XXXX] issued to the [ABC Company] and made effective [January 1, XXXX]. The person is referred to as a "Participant". The group contract is referred to as the "Contract".

[NOTICE (Variable Investment Options)

The values under a Variable Investment Option under this Certificate are based on the investment results of that investment option. The value of the Participant's Account under a Variable Investment Option is variable, subject to change up and down, and is not guaranteed as to dollar amount.]

NOTICE (Market-Value Adjustment Formula)

This Certificate contains a market value adjustment formula for the Fixed Rate Investment Option. Application of the formula may result in a downward adjustment in cash surrender benefits under this investment option. The provision "Transfers to Another Funding Agent" identifies when cash surrender benefits are available under this investment option without the application of the formula.

NOTICE (10 Day Free-Look): If the Participant surrenders this certificate to Prudential within 10 days from the date of delivery, together with a written request for cancellation, Prudential will, (1) with respect to contributions invested in the Fixed Rate Investment Option, refund all considerations paid for the certificate, including any fees or other charges, and (2) with respect to contributions invested in any Variable Investment Option, pay an amount equal to the sum of (a) any fees and charges paid to Prudential, and (b) the Withdrawal Value on the date of the surrender.

GAA-7987

Ed 3/2010

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The following is a brief summary of major features of the Contract. (To save words, male pronouns are used to refer to both men and women.)

Contributions - Participant's Account:

An Account is established for each person for whom a contribution is made by him or for him by his employer under his employer's Non-Qualified Deferred Compensation Plan (the "Plan"). It is called a "Participant's Account". The Account is a record of deposits, withdrawals, and investment results.

[Each Account for a Variable Investment Option is expressed in Units of the applicable separate account of Prudential in which the Contract participates.]

[Charges:

An Annual Account Charge is taken from the Participant's Account at the end of each calendar year. "Business Day" means any day the New York Stock Exchange is open for trading. If the Participant's Account is cancelled, the Annual Account Charge will be made on the date the Account is cancelled. No Annual Account Charge is taken if the Account is cancelled on a January 1 and used to buy an annuity. The aggregate Annual Account Charge with respect to a Participant's Account will not be greater than \$[20]. The Annual Account Charge will be prorated for new Participants for the first year of their participation. If the Contract-Holder pays the Annual Account Charge, no Annual Account Charge will be withdrawn from any Account.]

Reports:

The Prudential will provide quarterly reports for the Participant. The report will show the value of each of his Accounts as of the date of the report and the amounts allocated among the various investment options.

Investment Options:

These are the investment options under the Contract:

- (1) one providing a guarantee of principal and interest referred to as the Fixed Rate Investment Option,
- (2) one primarily for growth common stock investments, using The Prudential Variable Contract Account-10 (VCA-10),
- (3) one primarily for money market instruments using The Prudential Variable Contract Account-11 (VCA-11),

- (4) one primarily for shares of The Prudential Series Fund, Inc. (PSF), a diversified, open-end management investment company (commonly known as "Mutual Fund") using The Prudential Variable Contract Account-24 (VCA-24).

VCA-24 is divided into seven subaccounts, each of which is invested only in a corresponding portfolio of PSF. The seven portfolios of PSF in which the subaccounts are currently invested are:

- (1) Diversified Bond Subaccount invested in the Diversified Bond Portfolio of PSF (VCA-24-B);
- (2) Equity Subaccount invested in the Equity Stock Portfolio of PSF (VCA-24-S);
- (3) Flexible Managed Subaccount invested in the Flexible Managed Portfolio of PSF (VCA-24-AM);
- (4) Conservative Balanced Subaccount invested in the Conservative Balanced Managed Flexible Portfolio of PSF (VCA-24-CM);
- (5) Stock Index Subaccount invested in the Stock Index Portfolio of PSF (VCA-24-SI);
- (6) Global Subaccount invested in the Global Portfolio of PSF (VCA-24-GE); and
- (7) Government Income Subaccount invested in the Government Income Portfolio of PSF (VCA-24-GS).

Investment options [(2), (3) and (4), and each of the seven subaccounts of investment option (4)] are referred to as the "Variable Investment Options". Investments made under the Variable Investment Options are made in separate accounts of Prudential. Prudential invests and reinvests the assets of each separate account in accordance with the investment objectives and policies established for it. Assets held in separate accounts are not chargeable with liability arising out of any other business conducted by Prudential.

The Participant may choose any of the investment options made available by the Contract-Holder. He will have an Account for each option.

The variable accounts are part of Prudential's Medley Program. Participants selecting these accounts must receive a Medley Prospectus prior to investing.]

Fixed Rate Investment Option - Interest Rate:

Prudential will set an interest rate to apply to contributions made each calendar quarter under the Fixed Rate Investment Option. That rate will apply to those contributions through the following calendar year. Prudential will not credit less than [3%] interest to any amounts contributed. Prudential will then set the rate to apply for later periods. In no event will such an interest rate set be in effect for less than 1 year. Each rate is announced to the Participant. Each rate is an effective annual rate.

Contributions invested in the Fixed Rate Investment Option earn a specific rate of interest for a specific time period, as set forth below. Prudential maintains a Participant's Fixed Rate Investment Option in a single portion or in two or more portions. The sum of the portions is equal to the dollar amount of the Participant's Fixed Rate Investment Option. Amounts are added to the newest portion.

Dollar Amount and Dollar Value of a Participant's Account:

Fixed Rate Investment Option:

With respect to the Fixed Rate Investment Option, the "dollar amount" of a Participant's Account as of the end of any day is:

- (1) the sum of the amounts, including interest, added to the Participant's Account;
less
- (2) the sum of the amounts withdrawn from the Participant's Account.

[Variable Investment Option:

With respect to each Variable Investment Option, the "dollar value" of a Participant's Account as of any day is the product of:

- (1) the number of Units in the Participant's Account at the close of business on that day; and
- (2) the appropriate "Unit Value" for that day.

The "Unit Value" for any day for which it is calculated is the dollar value of one Unit for that day.]

[Variable Account Charges:

Each Account for participation in a Variable Investment Option is made up of Units. The value of the Units reflects investment results. It also reflects a management and administrative fee shown below for each of these Variable Investment Options.

Option	Effective Annual Rate
[VCA-10	0.25%
VCA-11	0.25%
VCA-24	
Diversified Bond Portfolio	0.40%
Equity Portfolio	0.45%
Flexible Managed Portfolio	0.60%
Conservative Balanced Portfolio	0.55%
Stock Index Portfolio	0.35%
Global Portfolio	0.75%
Government Income Portfolio	0.40%]]

Participant's Withdrawals:

The Participant may make withdrawals from his Participant's Account as permitted by the Plan. Payment to the Participant will be made within seven days of Prudential's receipt of the request for it, unless otherwise permitted by law. If any withdrawal payment of amounts in the Fixed Rate Investment Account is not made within [10] business days, it will be considered a "delayed payment" and interest on the delayed payment will be credited (starting as of the first day following receipt of the withdrawal request) at the rate applicable to new contributions on the date the withdrawal request is received. [Withdrawals during the Participant's first [15] years may be subject to a charge (referred to as a Deferred Sales Charge). The Deferred Sales Charge will not exceed [6%]. It will be assessed only against his contributions as withdrawn, not against investment results.] The amount payable to the Participant on withdrawal will be the amount requested for withdrawal [less [the Deferred Sales Charge and] the Annual Account Charge if it applies]; this amount is referred to as the Withdrawal Value.

Withdrawals will be made on a pro-rata basis from all portions of the Fixed Rate Investment Option.

[Systematic Withdrawal Plan:

Under a systematic withdrawal plan a Participant may arrange for systematic withdrawals only if, at the time he elects to have such an arrangement, the sum of the balance in his Account is at least \$[5,000]. The Participant may elect to make systematic withdrawals in equal dollar amounts (in which case each withdrawal must be at least [\$250]) or over a specified period of time [(at least three years)]. Where the Participant elects to make systematic withdrawals over a specified period of time, the amount of each withdrawal will be equal to the sum of the balances then in the Participant's Account divided by the number of systematic withdrawals remaining to be made during the withdrawal period.

Systematic withdrawals shall be taken first out of the portion of the Participant's Account allocated to the Fixed Rate Investment Option until that Option is exhausted. Thereafter, systematic withdrawals will be taken in order from the portion of the Participant's Account (until each is exhausted) allocated to [VCA-10, VCA-11, the VCA-24 Common Stock Subaccount, the VCA-24 Bond Subaccount, the VCA-24 Conservatively Managed Flexible Subaccount, the VCA-24 Aggressively Managed Flexible Subaccount, the VCA-24 Stock Index Subaccount, the VCA-24 Government Securities Subaccount, and the VCA-24 Global Equity Subaccount.]

A Participant may change the frequency, amount or duration of his systematic withdrawals by submitting a form to Prudential that Prudential will provide to him upon request. A Participant may make such a change only once during each calendar year.

A Participant may at any time instruct Prudential to terminate the Participant's systematic withdrawal arrangement, and no systematic withdrawals will be made for him after Prudential has received his instruction. A Participant who chooses to stop making systematic withdrawals may not again make them until the calendar year and may be subject to federal tax consequences as a result thereof.]

Death Payments:

If the Participant dies before his Account has been cancelled, the dollar amount (dollar value in the case of the Variable Investment Option) held in his Account will be paid to his Beneficiary. A Beneficiary may be named by filing a notice with Prudential on a form acceptable to it. It will become effective when entered on Prudential's records. Any of these items will be accepted as proof of death:

- (1) a copy of death certificate;
- (2) a statement by the attending physician;
- (3) a copy of a decree by a court of competent jurisdiction as to the finding of death.

Death benefits payable under the Contract to a Participant's Beneficiary prior to the date on which distributions have commenced for the Participant's Beneficiary (summarized below in the "Distributions provision") will be paid as set forth in this provision. Death benefits payable under the Contract to a Participant's Beneficiary on or after distributions have commenced for the Participant will be paid as set forth in the Contract.

The Beneficiary may elect payment in any of the following forms, unless the Participant has directed otherwise:

- (1) a lump sum;
- (2) an annuity form described in this Certificate, other than one which provides for payment after the death of the Annuitant to a Contingent Annuitant;
- [(3) a systematic withdrawal as described in the "Systematic Withdrawal Plan" provision; or][any other settlement method to which Prudential consents; or]
- (4) a combination of all or any two of (1), (2) and (3) above.

If a lump sum payment is made to the Beneficiary within one year of the Participant's death, it will be at least equal to the contributions made for him under this Contract less any withdrawals and transfers.

Any form of distribution paid pursuant to this provision (Death Payments) must meet the requirements of Section 72(s) of the Internal Revenue Code of 1986 (as amended), and the Regulations issued thereunder. Generally, under Section 72(s), amounts payable under annuity contracts must be distributed on the death of the owner (first owner to die if there are joint owners). If the distribution requirements are not met, the Contract will not be treated as an annuity, payments under the Contract will cease to be tax-deferred, and penalties may apply.

This describes the distribution requirements on the death of the Participant. It also describes the special distribution rules where the Participant is a non-individual, such as a corporation. These rules will not apply on the death of the Annuitant unless the Annuitant is also the Participant.

[Transfers Among Investment Options:

[The Participant may transfer amounts among his investment options as provided by the Plan, but otherwise without restriction. In the case of a partial transfer among investment options, no more than 20% of his Fixed Rate Investment Option balance at the start of the year may be transferred in any calendar year. Transfers will be effective as of the date of Prudential's receipt of the request for it in good order.

In the case of a total transfer among investment options, Prudential will make the transfer from the Fixed Rate Investment Option in five annual installments. The first installment will be transferred not later than seven days after receipt by Prudential of a duly completed request. The installments will be according to this schedule:

Installment	Account on Transfer Day
first	20%
second	25%
third	33 1/3%
fourth	50%
fifth	100%

[Deferred Sales Charges do not apply to a partial or total transfer among investment options.] Total or partial transfers from the Fixed Rate Investment Account will be made on a pro-rata basis from all portions of the Participant's Account.]

[Transfers Among Investment Options:

Transfers from the Fixed Rate Investment Option are restricted as follows:

1. You may transfer all or any part of your Account to “non-competing” funds.
2. You may not transfer any amount of your Account directly to a fund that is a “competing fund”.
3. You may transfer all or any part of your Account to a competing fund only after transferring the funds to a “non-competing fund”. Amounts that remain in the non-competing fund for at least 90 days may then be transferred to the competing fund.

4. You may transfer funds from the Fixed Rate Investment Option to a non-competing fund, and then back to the Fixed Rate Investment Option, after the funds have been invested in the non-competing fund for 90 days.

[A “competing fund” is a fund with investment characteristics similar to that of the Fixed Rate Investment Option. These funds include funds that are comprised of less than 30% equities with the remainder comprised of high quality fixed income securities with an average duration of 4.5 years or less. Other guaranteed interest accounts, money market accounts, and short term bond accounts are examples of funds that are considered “competing” funds.] The list of competing funds may change from time to time; the current list is maintained by your plan sponsor. All other funds are considered to be non-competing funds.

These transfer provisions may be replaced with an alternate transfer provision that would limit amounts transferred from the Fixed Rate Investment Option to 20% of the amount in your Participant Account at the beginning of the year. You will be notified if such a transfer restriction becomes effective.]

Transfers to Another Funding Agent:

The Contract-Holder may request Prudential to make transfer payments to a funding agent named in the request. The Transfer Date is the later of the day specified in the request and the [45th] day after its receipt by Prudential.

[Transfers from a Participant's Variable Investment Option will be made within seven days after Prudential's receipt of a duly completed transfer request.]

Prudential will promptly notify each Participant, and each Beneficiary of a deceased Participant whose Account has not been cancelled, that the request has been received. Such notice will identify all charge(s), if any, that apply to the Account to be included in the transfer. Each notified person may elect, within [30 days] following his receipt of the notice from Prudential, to have his Account cancelled and included in the transfer payments to be made. Each person who does not make this election will have his Account retained under this Contract pursuant to its terms.

Transfers From the Fixed Rate Investment Option:

Transfers from the Fixed Rate Investment Option will be as follows:

All Accounts of Participants and Beneficiaries to be transferred and the dollar value of the Contract-Holder's Account, if any, will be cancelled as of the Transfer Date. A single liquidation account will be established, equal to the sum of the Withdrawal Value of the cancelled Accounts and the dollar value of the Contract-Holders Account, if any, as described below.

The transfer will be made on one of the following bases, as elected by the Contract-Holder at least [thirty days] before the Transfer Date.

- (a) Sixty equal monthly withdrawals, including interest, will be made from the liquidation account starting as of the Transfer Date. Interest will be added to the liquidation account at an effective annual rate determined on the Transfer Date. This rate is determined by multiplying each cancelled portion of each Participant's Account and the Contract-

Holder's Account by the interest rate that applies to that portion, adding the products, and dividing the sum by the total dollar value of all cancelled Accounts.

- (b) If the liquidation account does not exceed \$5,000,000, Prudential will withdraw it as of the Transfer Date and transfer its market value, but not more than its book value, as of the Transfer Date.

If the liquidation account exceeds \$5,000,000, Prudential will make up to five quarterly withdrawals starting as of the Transfer Date. Each withdrawal will not be less than the smaller of one-fifth of the initial liquidation account and the amount remaining in the account. Interest computed at the same rate that would have applied under basis (a) will be added to the liquidation account. With respect to each withdrawal, the amount transferred will be its market value, determined as of the date on which the transfer is withdrawn.

During the transfer period, interest will be added at the end of each day on the amount of the liquidation account at the end of the day before. A daily expense and risk charge will be deducted from the liquidation account at the end of each day. This charge will be 0.000013665 (equivalent to an effective rate of 1/2% a year) times the amount remaining in the liquidation account at the end of the day before.

Each transfer will be in full settlement of Prudential's liability for the amount withdrawn to provide the transfer. Any transfer payment will be made within [fifteen days] of the date of withdrawal. Any amounts which would be added to the Contract-Holder's Accounts after the Transfer Date will instead be paid to the named funding agent.

Determination of Market Values:

The Market Value of the Fixed Rate Investment Option amount withdrawn in a transfer will be calculated using the formula described in this paragraph, provided that the Market Value shall not be greater than the sum of the dollar amount of the cancelled portions of a Participant's Accounts, as the case may be. A separate market value adjustment is determined for each contribution period for which interest is credited. The interest rate applicable to each such contribution period is compared to the interest rate credited for new contributions in the current quarter. The market value adjustment (credit or charge) is calculated by subtracting the interest rate for new contributions from the interest rate credited to the prior contribution period(s) and multiplying that result (positive or negative) by a factor, which is [2.5]. Each such market value adjustment is then applied to the Participant's Account balances for the applicable contribution period. The Market Value of the Account is equal to the sum of the market values of each contribution period.

In no event will the application of the market value adjustment cause a withdrawal to be less than the contributions withdrawn, less charges and fees, accrued at an interest rate of [3.00%].

Distributions:

If the Participant dies on or after the annuity starting date but before all the payments due have been made, distributions will be made at least as rapidly as under the method of distributions being used as of the date of death.

If the Participant dies before the annuity starting date, all amounts payable under the contract must be distributed within the five years after the owner's death.

Distributions need not be made in the manner described above where any of the following situations apply:

- (1) If the designated Beneficiary (that is, the individual designated a Beneficiary by the Participant to control the cash value upon the Participant's death), is a natural person who will control the proceeds in his or her own right and payments will start within one year of the owner's death, settlement may be made in accordance with the fixed period payout option or life annuity option so long as any distribution period does not exceed that Beneficiary's life expectancy.
- (2) If the Beneficiary is the Participant's spouse, then the required distributions described here do not apply until the spouse's death.

If the Participant is a corporation or other non-individual, the required distributions rules will apply if there is a change in the primary annuitant. The primary annuitant is the individual whose life affects the timing or amount of payout under the contract.

Subject to terms of the Plan, the Participant may elect payment in any of the following forms, provided that it meets the requirements of Section 72(s):

- [(1) a lump sum;
- (2) an annuity form as described in the Contract,
- [(3) a systematic withdrawal as provided in the "Systematic Withdrawal Plan" provision; or] [any other settlement method to which Prudential consents,]
- (4) a combination of all or any two of (1), (2) or (3) above.

Small Annuities and Accounts:

If the total monthly amount of annuity which would be purchased is less than [\$50], Prudential may, in place of an annuity, make payment in a single sum.

If no contributions have been made by the Participant for [36] months and the dollar amount and dollar value of all the Participant's Accounts is \$[3,500] or less, Prudential may cancel the Accounts. If each Account is cancelled, the dollar amount and dollar value will be paid to the Participant.

Terms of Payment of Annuities:

Life annuities and Payment Certain annuities are available under the Contract. A Life form of annuity is one payable at least during the lifetime of the person (referred to as the "Annuitant") for whom it was purchased. Depending upon the existence and nature of any payment payable after the death of the Annuitant, a Life annuity will be one of the following forms: Life-Payment Certain, Life-Contingent, or Life-Payment Certain Contingent annuity. A Payment Certain form of annuity may be payable for a period less than the lifetime of the Annuitant. The terms of payment of each form of annuity are described below.

(a) Life Form of Annuity:

Life-Payment Certain:

The first monthly payment of a Life-Payment Certain annuity is payable on the date the annuity is purchased. Monthly payments are payable on the first day of each month thereafter throughout the Annuitant's remaining lifetime. If the Annuitant dies before the number of annuity payments made equals the number of Payments Certain applicable to him, monthly annuity payments payable to his Contingent Annuitant or Beneficiary will be continued until the total number of payments is so equal. These continued annuity payments will each be in the same amount as was payable to the Annuitant. The number of Payments Certain is established when the annuity is purchased and may be 60, 120, 180, 240 or any other number accepted by Prudential. Even if the number of Payments Certain purchased by the Annuitant are made prior to the Annuitant's death, monthly payments will continue throughout the Annuitant's remaining lifetime.

Life-Contingent:

The first monthly payment of a Life-Contingent annuity is payable on the date the annuity is purchased. Monthly payments are payable on the first day of each month thereafter throughout the Annuitant's remaining lifetime. If the Annuitant dies before the death of his Contingent Annuitant, monthly Contingent Annuity payments will become payable to the Contingent Annuitant. The first payment of Contingent Annuity will be payable on the first day of the month following the month in which the Annuitant's death occurs. Monthly Contingent Annuity payments are payable on the first day of each month thereafter throughout the Contingent Annuitant's remaining lifetime. The last monthly payment is payable for the month in which his death occurs. The amount of each monthly Contingent Annuity payment will be a percentage of the monthly annuity payment payable before the Annuitant's death. The percentage is established when the annuity is purchased and may be 33 1/3%, 50%, 66 2/3% or 100%, or any other percentage accepted by Prudential. Under a Life-Payment Certain Contingent annuity, a percentage payment will not take effect until the end of the selected Payment Certain period.

(b) Payment Certain Annuity:

The first monthly payment of a Payment Certain annuity is payable on the date the annuity is purchased. Monthly payments are payable on the first day of each month thereafter until the total number of Payments Certain specified when the annuity was

purchased has been paid. The number of Payments Certain may be 60, 120, 180, 240, or any other number accepted by Prudential. If the Annuitant dies before the number of annuity payments made equals the number of Payments Certain applicable to him, monthly annuity payments payable to his Contingent Annuitant or Beneficiary will be continued until the total number of payments is so equal.

Other forms of annuity payments may be provided with the consent of Prudential.

Changes by Prudential:

Under the Contract, under certain circumstances, Prudential may, without the consent of the Contract-Holder, make changes to the Contract that affect the following:

[the Annual Account Charge,]
 [the table of Deferred Sales Charges,]
 the time periods to which an interest rate applies,
 the basis for adding interest,
 the minimum interest rate,
 the schedule of annuity purchase rates,
 the terms and amounts of withdrawals and transfers,
 the market value adjustment formula, for the Fixed Rate Investment Option
 the effective rate of the administrative fees, and
 the investment management fee.

Any such change to the Contract will be consistent with applicable state law.

[Deferral of Withdrawal (Fixed Rate Investment Option):

If permitted by any law or regulation governing the Contract, Prudential may defer payment of amounts withdrawn or transferred under the Fixed Rate Investment Option for up to six months after it receives the request for such payment. Prudential will not defer payments under the Fixed Rate Investment Option unless it does so for all similarly situated contracts of the same class. Interest applicable to the withdrawn or transferred amount will be credited at the applicable guaranteed rate during the deferral period.]

Misstatements:

If any relevant fact relating to any person is found to have been misstated, annuity income will be adjusted to the amount that should have been provided based on the correct information. Any previous underpayments Prudential made will be paid in full with the next payment. Any previous overpayment Prudential made will be deducted from amounts thereafter payable.

Divisible Surplus:

The portion, if any, of the divisible surplus of Prudential accruing on the Contract will be:

- (1) determined by the Board of Directors of Prudential, and
- (2) credited to Participant's Accounts as the Board determines.

However, Prudential does not expect there to be any dividends. In addition, Prudential will not take into account any annuity issued under the Contract in determining any divisible surplus to be credited under the Contract.

Limit on Assignment:

To the extent required by law, the Participant's Account cannot be assigned by him or attached by his creditors.

The Group Contract is issued for the exclusive benefit of the Participants and their Beneficiaries. This Certificate is owned only by the Participant.

Certificates:

Prudential will issue a certificate, as may be required by law, for each annuity which is effected.

Entire Contract - Construction:

The Contract is the entire contract between parties.

Annuity Purchase Rates:

Prudential has established certain rates for buying annuities. An illustration appears on page [13] of this Certificate. The annuity amounts will not be less than the Participant's Account could provide at the annuity purchase rates Prudential is then using for single contribution immediate annuities for contracts in the class of contracts to which the Contract belongs.

Miscellaneous Provisions:

Nothing in the Contract invalidates or impairs the rights given to the Participant by this Certificate or by the insurance laws of the state in which the Participant resides.

The amounts payable to the Participant under the Contract are at least equal to the minimums required by any applicable law.

The terms of the Group Annuity Contract govern the operation of this certificate. The Contract is available for inspection at the office of the Contract-Holder, or from Prudential upon written request.

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA
c/o: Prudential Retirement
30 Scranton Office Park
Scranton, Pennsylvania 18507-1789**

11/09

[Monthly amount of annuity purchased per \$10,000 of a Participant's Account, after deduction from it of any taxes on annuity considerations that apply.]

Life Payment Certain Annuity (120 Payments Certain)

Monthly Amount - If date the annuity is purchased is in:

<u>Age</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2015</u>
60	38.38	38.25	38.12	37.74
65	42.83	42.66	42.50	42.01
70	48.47	48.26	48.05	47.43

Life - Contingent Annuity

Monthly Amount - If Annuitant and Contingent Annuitant have same date of birth. If date the annuity is purchased is in:

<u>Age</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2015</u>
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If specified percentage to Contingent Annuitant is 100%:

60	33.70	33.61	33.52	33.25
65	36.96	36.84	36.71	36.35
70	41.38	41.21	41.04	40.54

If specified percentage to Contingent Annuitant is 50%:

60	36.04	35.93	35.82	35.48
65	40.03	39.87	39.73	39.28
70	45.39	45.18	44.97	44.37

Payment Certain Annuity

Monthly Amount - If date the annuity is purchased is in:

<u>Number of Payments Certain</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2015</u>
60	164.28	164.28	164.28	164.28
120	88.21	88.21	88.21	88.21
180	63.03	63.03	63.03	63.03

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The rates in these Schedules are to be used without adjustment only when the facts that apply to the Participant and his annuity are as shown. Rates for other facts will be furnished upon request.]

SERFF Tracking Number: PRUD-126472183 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 45069
Company Tracking Number: PRGA-GAA-7987-LV-AR
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GAA-7987
Project Name/Number: GAA-7987/GAA-7987

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Readability Certification form attached. Attachment: AR Readability Cert.pdf		
Bypassed - Item: Application Bypass Reason: Application is not applicable for this form. Comments:		
Satisfied - Item: Memorandum of Variability Comments: Memorandum of Variability Attachment: MEMORANDUM OF VARIABILITY.pdf		
Satisfied - Item: Certification Comments: Arkansas Certification Form Attachment: Arkansas Certification Form.pdf		

**MEMORANDUM OF VARIABILITY
NATURE AND SCOPE OF CHANGES IN PORTIONS OF
ACTIVE LIFE CERTIFICATE FORM GAA-7987**

Cover Page: The Contract Number, the Contractholder Name, and Contract Effective Date are illustrative and will vary with each individual Contractholder. Notice of Variable Investment Options will be included as shown or excluded if variable investment options are not available under the Contract.

Table of Contents: The table of contents will be included as shown or revised to reflect any changes made to the Contract to meet the requirements of individual Contractholders.

Contributions – Participant’s Account: The second paragraph will be included as shown or excluded if variable investment options are not available under the Contract.

Charges: This section will be omitted in its entirety if an Annual Account Charge does not apply.

Investment Options: This section may be revised to reflect the investment options that are available under the Contract.

Fixed Rate Investment Option – Interest Rate: The minimum interest rate may be modified to reflect the minimum interest rate specified in the Contract.

Variable Investment Option: This section will be included as shown or excluded if variable investment options are not available under the Contract.

Variable Account Charges: This section will be revised to include applicable management and administrative fees and Investment Options, or deleted in its entirety if variable investment options are not available under the Contract.

Participant’s Withdrawals: Time frames and percentage will be modified for consistency with the terms of the Contract. The Deferred Sales Charges language may be deleted entirely if deferred sales charges are not applicable. The language regarding the Annual Account Charge may be omitted if not applicable.

Systematic Withdrawal Plan: This section will be included or deleted if not applicable. If included, the amounts, timeframes, and investment accounts may be modified for consistency with the terms of the Contract.

Death Payments: The language in Item #3 will be modified to reflect the inclusion or exclusion of Systematic Withdrawals in accordance with the terms of the Contract.

Transfers Among Investment Options: Language within this section may be edited to reflect our authority to prospectively change the transfer restrictions to either equity wash provision or the limit of 20% of the Fixed Rate Investment Option balance. The second section will be included in place of the first section if the Contract contains a 90 day equity wash transfer provision. Language regarding Deferred Sales Charges may be omitted if not applicable. Competing Fund Language may be edited to

reflect our authority to prospectively change the definition of a competing fund, and to list all competing funds within a client's plan.

Transfers to Another Funding Agent: The sentence regarding the Variable Investment Option may be deleted if not an investment under the Contract. The timeframes may be modified for consistency with the terms of the Contract.

Determination of Market Values: Prudential may, from time to time, prospectively change the factor used in the market value adjustment formula to maintain a close relationship between the formula and the underlying portfolio of assets within Prudential's general investment account. The change will be applied to all classes of the Contractholders on a uniform basis. The amounts in this section may be modified for consistency with the terms of the Contract.

Distributions: Language in Item #3 will be modified to reflect the inclusion or exclusion of Systematic Withdrawals in accordance with the terms of the Contract.

Small Annuities and Accounts: In accordance with the terms of the Contract, the minimum purchase amount may be changed. In addition, we may change the time period and the dollar value in which we may cancel an account.

Changes by Prudential: We may delete the language regarding the Annual Account Charge and/or table of Deferred Sales Charges if not applicable.

Deferral of Withdrawal (Fixed Rate Investment Option): This language will be included as shown or removed if not applicable.

Annuity Purchase Rates: The referenced page number may vary.

Annuity Schedules: The schedule will be revised on an annual basis and will be effective for new sales only within that year.

PRUDENTIAL INSURANCE COMPANY OF AMERICA

CERTIFICATION

We certify that in our judgment the following policy forms which are included in the filing are in compliance with Regulation 19, Regulation 49, and ACA 23-79-138 as well as all applicable requirements of the Department.

GAA-7987

A handwritten signature in black ink, appearing to read "Daniel T. Arcure", written over a horizontal line.

Daniel T. Arcure
Second Vice President

March 3, 2010

Date