

SERFF Tracking Number: PRUD-126904786 State: Arkansas
 Filing Company: Pruco Life Insurance Company State Tracking Number: 47628
 Company Tracking Number: P-O/IND(5/11)
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: P-O/IND(5/11)
 Project Name/Number: P-O/IND(5/11)/P-O/IND(5/11)

Filing at a Glance

Company: Pruco Life Insurance Company
 Product Name: P-O/IND(5/11) SERFF Tr Num: PRUD-126904786 State: Arkansas
 TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 47628
 Variable and Variable Closed
 Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: P-O/IND(5/11) State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Elaine Tweedus, John Disposition Date: 01/14/2011
 Witteman, Anthony Pereira, Carolyn
 Cargnel, Pamela Bonaparte-
 Golding, Corey Geissman, Starr
 Merritt, Mila Shafir
 Date Submitted: 01/03/2011 Disposition Status: Approved-
 Closed
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: P-O/IND(5/11)
 Project Number: P-O/IND(5/11)
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed
 Date Approved in Domicile:
 Domicile Status Comments: The enclosed form(s) have not been submitted to our Home State, Arizona, as they are exempt pursuant to Arizona Revised statutes, Section 20-1110.F and the Exemptive Order dated October 22, 2003.

Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:

Market Type: Individual
 Individual Market Type:
 Filing Status Changed: 01/14/2011
 State Status Changed: 01/14/2011
 Created By: Pamela Bonaparte-Golding
 Corresponding Filing Tracking Number:

Deemer Date:
 Submitted By: Pamela Bonaparte-Golding

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Filing Description:
VIA SERFF

January 3, 2010

Honorable Jay Bradford, 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")
NAIC No. 304-79227 FEIN No. 22-1944557

Forms Submitted for Approval: See Exhibit "A"

Dear Ms. Meeks:

The referenced Individual Deferred Variable Annuity forms are submitted for your review and approval. The enclosed forms are new and do not replace any other forms previously filed with the Department. It is our belief that there are no provisions in these forms that are unusual so that they deviate from standard industry practice.

Individual Deferred Variable Annuity Contract Form P-O/IND(5/11)

The enclosed Variable Annuity Contract provides for allocation of purchase payments to variable sub-accounts. Additional Purchase Payments may be made at the Owner's option. Withdrawals may be subject to a Contingent Deferred Sales Charge, depending on the "age" of the Purchase Payment being withdrawn. The Contract Form provides for a Premium Based Charge which is assessed quarterly. The Premium Based Charge is the sum of the Premium Based Charges applicable to each Purchase Payment made into the Annuity. Annuity payout amounts are fixed, not variable. The Contract Form provides for a death benefit payable upon the death of the Owner, or the Annuitant if the Owner is an entity.

We also enclose the following Benefit Riders and Application for use with Contract Form P-O/IND(5/11) and any other Annuity Contract Form approved by the Department with which their use is appropriate:

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Return of Adjusted Purchase Payments Death Benefit Rider P-RID-ROP(5/11)

This Rider provides for a death benefit which is the greater of: (a) Adjusted Purchase Payments made to the Annuity through the date we receive due proof of death, reduced by withdrawals, and (b) the Account Value on the date we receive due proof of death. There is no charge for this Rider.

This Rider is substantially similar to previously-approved Return of Adjusted Purchase Payments Death Benefit Rider P-RID-ROP(2/10), however, the enclosed Rider has been modified to explain how a withdrawal impacts the death benefit value when the Highest Daily Lifetime Income Benefit Rider (see description below) is in effect at the time of withdrawal.

Rider P-RID-ROP(5/11) will be used with previously-approved Return of Adjusted Purchase Payments Death Benefit Schedule Supplement P-SCH-ROP(2/10). Note that the Statement of Variability applicable to this Schedule Supplement, as originally submitted to the Department, remains unchanged.

Return of Adjusted Purchase Payments Death Benefit Rider P-RID-ROP(2/10) and Schedule Supplement P-SCH-ROP(2/10) were approved by the Department on November 3, 2009 under file number PRUD-126355908, State Tracking Number 43887.

Dollar Cost Averaging ("DCA") Program Rider P-RID-DCA(5/11)

This Rider describes a Dollar Cost Averaging ("DCA") Program Pruco may make available for new Purchase Payments. It is designed to transfer Account Value from a short-term Market Value Adjustment Option to other variable investment options selected by the Owner on a monthly basis for the duration of the DCA Program, until the amount in the DCA Program is depleted. Withdrawals from a DCA Program before it matures are subject to a market value adjustment which can be positive or negative.

The enclosed Rider, P-RID-DCA(5/11), is similar to previously-approved Dollar Cost Averaging Program Rider P-RID-DCA(2/10). However, the enclosed Rider has been modified: (1) to remove reference to Purchase Credits since there are no Purchase Credits available under Contract Form P-O/IND(5/11); and (2) to add Premium Based Charges to the fees and charges treated as withdrawals for purposes of recalculating the DCA monthly transfer amount.

The enclosed Rider will be used with previously-approved Dollar Cost Averaging Program Schedule Supplement P-SCH-DCA(2/10). The Statement of Variability applicable to this Schedule Supplement, as originally submitted to the Department, remains unchanged.

At launch, the Dollar Cost Averaging Program Rider and Schedule Supplement will be made a part of new issue

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contracts, although there is no requirement that the Owner allocate funds to DCA Options. There is no charge for this Rider.

Dollar Cost Averaging Program Rider P-RID-DCA(2/10) and Schedule Supplement P-SCH-DCA (2/10) were approved by the Department on November 3, 2009 under file number PRUD-126355908, State Tracking Number 43887.

Market Value Adjustment ("MVA") Option Rider P-RID-MVA(5/11)

This Rider describes longer-term Market Value Adjustment ("MVA") Options Pruco may make available for new Purchase Payments as well as transfers from other variable investment options in the Annuity. Amounts deposited into MVA Programs are credited a fixed rate of interest for the duration of the MVA Option. Withdrawals and transfers from an MVA Option more than 30 days before its maturity are subject to a market value adjustment which can be positive or negative. Assets supporting Pruco's obligations in connection with both the shorter-term and longer-term MVA Options are held in a non-unitized, insulated separate account.

The enclosed Rider, P-RID-MVA(5/11), is similar to previously-approved Market Value Adjustment Option Rider P-RID-MVA(2/10). However, the enclosed Rider has been modified: (1) to allow for deducting Premium Based Charges from the MVA Options if the Account Value allocated to the Sub-accounts is insufficient and (2) to remove reference to Purchase Credits.

The enclosed Market Value Adjustment Option Rider will be used with previously-approved Market Value Adjustment Option Schedule Supplement P-SCH-MVA(2/10). The Statement of Variability applicable to this Schedule Supplement, as originally submitted to the Department, remains unchanged.

At launch, the Market Value Adjustment Rider and Schedule Supplement will be made a part of new issue contracts, although there is no requirement that the Owner allocate funds to MVA Options and Pruco reserves the right to not make MVA Options available at any time. There is no charge for this Rider.

Market Value Adjustment Option Rider P-RID-MVA(2/10) and Schedule Supplement P-SCH-MVA(2/10) were approved by the Department on November 3, 2009 under file number PRUD-126355908, State Tracking Number 43887.

Application Form P-OVAA(5/11)

Application form P-OVAA(5/11) will be used with Annuity Contract Form P-O/IND(5/11); it may be used as a paper application, or in electronic format (.pdf) on a representative's laptop.

Memoranda of Variable Material

Enclosed are Memoranda of Variable Material indicating the range of values or the variability of the information shown within brackets in the Schedule of Annuity Contract Form P-O/IND(5/11) and Application Form P-OVAA(5/11). We

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reserve the right to change the information shown within brackets, without refiling with your Department, based on new business requirements and any specific classifications of annuity holders to which we wish to offer these benefits. We confirm that, should we wish to change any information in the Memorandum of Variable Material, we will file the updated Memorandum of Variable Material with the Department before implementing any change.

Use of Previously-Approved Forms

For your information, the following previously-approved annuity endorsements, riders and schedule supplements will be used with Contract Form P-O/IND(5/11):

- Return of Adjusted Purchase Payment Death Benefit Schedule Supplement P-SCH-ROP(2/10) (referenced above).
- Dollar Cost Averaging Program Schedule Supplement P-SCH-DCA(2/10) (referenced above).
- Market Value Adjustment Option Schedule Supplement P-SCH-MVA(2/10) (referenced above).
- Medically Related Surrender Endorsement P-END-MRS(2/10) and Schedule Supplement P-SCH-MRS(2/10). The Medically Related Surrender Endorsement waives Contingent Deferred Sales Charges if the Owner is diagnosed with a fatal illness or is confined in a medical care facility prior to making a withdrawal.
- Individual Retirement Annuity Endorsement P-END-IRA(2/10). This Endorsement will be used with annuities so that they may qualify as IRAs under the requirements set forth in the Internal Revenue Code.
- Roth Individual Retirement Annuity Endorsement P-END-ROTH(2/10). This Endorsement will be used with annuities so that they may qualify as Roth IRAs under the requirements set forth in the Internal Revenue Code.
- 403(b) Annuity Endorsement P-END-403(2/10). This Endorsement will be used with annuities so that they may qualify under Section 403(b) of the Internal Revenue Code.
- Entity Continuation Endorsement form P-END-ENT(9/06). The Entity Continuation Endorsement makes provision for spousal continuation of an annuity when a custodial account is established to hold retirement assets for the benefit of the Annuitant pursuant to the Internal Revenue Code.
- Highest Daily Lifetime Income Benefit Rider P-RID-HD (1/11) and Highest Daily Lifetime Income Benefit Schedule Supplement P-SCH-HD (1/11). This optional Highest Daily Lifetime Income Benefit is a guaranteed lifetime benefit that allows for withdrawals each year, up to a stated amount, regardless of the account value in the annuity.
- Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider P-RID-HD-LIA(1/11) and Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Schedule Supplement P-SCH-HD-LIA(1/11). This optional Highest Daily Lifetime Income with Lifetime Income Accelerator is a guaranteed lifetime benefit similar to the Highest Daily Lifetime Income Benefit, except that the amount that can be withdrawn each year is increased in the case of nursing facility confinement or certain physical limitations.

With the exception of the Entity Continuation Endorsement, the Highest Daily Lifetime Income Benefit Rider and Schedule Supplement, and the Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider and Schedule Supplement, the previously-approved forms listed above were approved by the Department on November 3, 2009 under file number PRUD-126355908, State Tracking Number 43887.

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The Entity Continuation Endorsement was approved by the Department on October 17, 2006.

The Highest Daily Lifetime Income Benefit Rider and Schedule Supplement were approved by the Department on September 14, 2010 under file number PRUD-126808077, State Tracking Number 46764.

The Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider and Schedule Supplement were approved by the Department on September 20, 2010 under file number PRUD-126815406, State Tracking Number 46799.

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The annuity forms submitted are designed for use for qualified and non-qualified sales, as defined in the Internal Revenue Code. Should the forms be used with certain qualified sales described under the Internal Revenue Code, the appropriate tax endorsement, listed above, will be provided to the annuity holder and will be made part of the annuity to satisfy any federal qualified usage requirements.

A registration statement is being filed with the Securities and Exchange Commission ("SEC"). We expect the prospectus for these benefits to be declared effective. We confirm that we will not market or conduct sale of the annuity forms listed in Exhibit A until the prospectus is declared effective.

Please note that actuarial memoranda, and any related material, are enclosed with this submission. These actuarial memoranda are annuity product-specific. Any certifications or other materials we believe you require are also enclosed.

We believe that federal law exempts these forms from any "Flesch score" or readability requirements in your statutes or regulations. Unless otherwise informed, we reserve the right to alter the pagination, layout, including sequential order, color, and typeface of these forms. We confirm any such change will be in conformance with your State's filing requirements. From time to time we may use administrative codes/bar-coding information for inventory purposes. If we do, such information will appear in the "white space" beyond the text of the form and the state-filed form number, and will not alter either the text or the form number of the form. 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.

Please contact the undersigned if you have any comments or questions concerning this submission.

Very truly yours,

Suzanne Hurel

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Project Name/Number: P-O/IND(5/11)/P-O/IND(5/11)

Vice President, Contracts

Telephone: 1-800-628-6039 X57197

Fax: 203-944-7737

Email: Suzanne.hurel@prudential.com

Enclosures

Exhibit "A"

#### FORM NUMBER DESCRIPTION

P-O/IND(5/11) Individual Variable Annuity Contract

P-RID-ROP(5/11) Return of Adjusted Purchase Payments Death Benefit Rider

P-RID-DCA(5/11) Dollar Cost Averaging ("DCA") Program Rider

P-RID-MVA(5/11) Market Value Adjustment ("MVA") Option Rider]

P-OVAA(5/11) Application Form to be used with Individual Annuity Contract P-O/IND(5/11)

Previously-Approved Forms:

P-SCH-ROP(2/10) Return of Adjusted Purchase Payment Death Benefit Schedule Supplement

P-SCH-DCA(2/10) Dollar Cost Averaging Program Schedule Supplement

P-SCH-MVA(2/10) Market Value Adjustment Option Schedule Supplement]

P-END-MRS(2/10) Medically Related Surrender Endorsement

P-SCH-MRS(2/10) Medically Related Surrender Schedule Supplement

P-END-IRA(2/10) Individual Retirement Annuity Endorsement

P-END-ROTH(2/10) Roth Individual Retirement Annuity Endorsement

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P-END-403(2/10) 403(b) Annuity Endorsement

P-END-ENT(9/06) Entity Continuation Endorsement

P-RID-HD (1/11) Highest Daily Lifetime Income Benefit Rider

P-SCH-HD (1/11) Highest Daily Lifetime Income Benefit Schedule Supplement

P-RID-HD-LIA(1/11) Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider

P-SCH-HD-LIA(1/11) Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Schedule Supplement

## 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: \$250.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 per form X 5 forms = 250.00

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Per Company: No

| COMPANY                      | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|------------------------------|----------|----------------|---------------|
| Pruco Life Insurance Company | \$250.00 | 01/03/2011     | 43386381      |

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## Correspondence Summary

### Dispositions

| Status              | Created By | Created On | Date Submitted |
|---------------------|------------|------------|----------------|
| Approved-<br>Closed | Linda Bird | 01/14/2011 | 01/14/2011     |

### Objection Letters and Response Letters

| Objection Letters               |            |            |                | Response Letters            |            |                |
|---------------------------------|------------|------------|----------------|-----------------------------|------------|----------------|
| Status                          | Created By | Created On | Date Submitted | Responded By                | Created On | Date Submitted |
| Pending<br>Industry<br>Response | Linda Bird | 01/13/2011 | 01/13/2011     | Pamela<br>Bonaparte-Golding | 01/13/2011 | 01/13/2011     |

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## Disposition

Disposition Date: 01/14/2011

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                     |                      | Yes           |
| Supporting Document           | Life & Annuity - Actuarial Memo |                      | No            |
| Supporting Document           | Cover Letter                    |                      | Yes           |
| Supporting Document           | Statements of Variability       |                      | Yes           |
| Supporting Document (revised) | AR 7                            |                      | Yes           |
| Supporting Document           | AR 7                            |                      | Yes           |
| Form                          | INDIVIDUAL FLEXIBLE PREMIUM     |                      | Yes           |
|                               | DEFERRED VARIABLE ANNUITY       |                      |               |
| Form                          | RETURN OF ADJUSTED PURCHASE     |                      | Yes           |
|                               | PAYMENTS DEATH BENEFIT RIDER    |                      |               |
| Form                          | DOLLAR COST AVERAGING ("DCA")   |                      | Yes           |
|                               | PROGRAM RIDER                   |                      |               |
| Form                          | MARKET VALUE ADJUSTMENT ("MVA") |                      | Yes           |
|                               | OPTION RIDER                    |                      |               |
| Form                          | APPLICATION                     |                      | Yes           |

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/13/2011  
Submitted Date 01/13/2011  
Respond By Date 02/14/2011

Dear Anthony Pereira,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/13/2011  
Submitted Date 01/13/2011

Dear Linda Bird,

**Comments:**  
VIA SERFF

January 13, 2011

Hon. Jay Bradford, Insurance Commissioner  
Arkansas Department of Insurance  
1200 W. Third Street  
Little Rock, AR 72201-1904

Attn: Linda Bird

Re: Pruco Life Insurance Company ("Pruco")  
NAIC No. 304-79227 FEIN No. 22-1944557

Response to Department Comments Dated January 13, 2011 to SERFF Filing Number  
PRUD-126904786

Dear Ms. Bird:

Please accept this correspondence as response to the Department's comments dated January 13, 2011 for the above-mentioned submission.

### Response 1

Comments: Company Response:  
An amended Certification of Compliance is enclosed.

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### **Related Objection 1**

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

### **Changed Items:**

#### **Supporting Document Schedule Item Changes**

Satisfied -Name: AR 7

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

I thank you for your continued review of our submission. If there are any further questions or concerns, please contact the undersigned.

Sincerely,

Pamela Bonaparte-Golding  
Contract Specialist  
Telephone: 1-800-628-6039 x47544  
Fax: 203-944-7737  
Email: Pamela.Bonaparte-Golding@prudential.com

Enclosures

Sincerely,

Anthony Pereira, Carolyn Cargnel, Corey Geissman, Elaine Tweedus, John Witterman, Mila Shafir, Pamela Bonaparte-Golding, Starr Merritt

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## Form Schedule

### Lead Form Number: P-O/IND(5/11)

| Schedule Item Status | Form Number     | Form Type       | Form Name                                                                                                           | Action  | Action Specific Data | Readability | Attachment          |
|----------------------|-----------------|-----------------|---------------------------------------------------------------------------------------------------------------------|---------|----------------------|-------------|---------------------|
|                      | P-O/IND(5/11)   | Policy/Contract | INDIVIDUAL FLEXIBLE PREMIUM Certificate: DEFERRED Amendmen Variable Annuity t, Insert Page, Endorsement or Rider    | Initial |                      | 0.000       | P-O-IND(5-11).pdf   |
|                      | P-RID-ROP(5/11) | Policy/Contract | RETURN OF ADJUSTED PURCHASE Certificate: PAYMENTS DEATH Amendmen BENEFIT RIDER t, Insert Page, Endorsement or Rider | Initial |                      | 0.000       | P-RID-ROP(5-11).pdf |
|                      | P-RID-DCA(5/11) | Policy/Contract | DOLLAR COST AVERAGING ("DCA") PROGRAM Certificate: RIDER Amendmen t, Insert Page, Endorsement or Rider              | Initial |                      | 0.000       | P-RID-DCA(5-11).pdf |
|                      | P-RID-MVA(5/11) | Policy/Contract | MARKET VALUE ADJUSTMENT ("MVA") OPTION                                                                              | Initial |                      | 0.000       | P-RID-MVA(5-11).pdf |

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Variable and Variable

Product Name: P-O/IND(5/11)  
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**PRUCO LIFE INSURANCE COMPANY**

**Corporate Address:**

[2999 North 44<sup>th</sup> Street, Suite 250  
Phoenix, Arizona 85014]

**Service Office Address:**

[P.O. Box 7960  
Philadelphia, PA 19176  
Toll Free: 1-888-PRU-2888  
Website:www.prudentialannuities.com]

Please read this contract (the "Annuity") carefully; it is a legal contract between you and Pruco Life Insurance Company. Unless you direct otherwise, we will pay the named Owner(s), on the Annuity Payment Date, the first of a series of annuity payments, the frequency, period, and dollar amounts of which are determined in accordance with the terms and conditions of the annuity option payable, provided that both you and the Annuitant are then living.

This Annuity is issued subject to its provisions and in consideration of any Purchase Payments you make and we accept.

**RIGHT TO CANCEL:** You may cancel this Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 10 days after you receive it. The Annuity can be mailed or delivered either to us, at our Service Office, or to the representative who sold it to you. Return of this Annuity by mail is effective on being postmarked, properly addressed and postage prepaid.

Unless otherwise required by applicable law or regulation, the amount of the refund will equal the Account Value as of the Valuation Date we receive the returned Annuity at our Service Office or the cancellation request in Good Order, plus any fees or Tax Charges deducted from the Purchase Payment upon allocation to the Annuity.

Signed for Pruco Life Insurance Company:

  
[\_\_\_\_\_  
Secretary

  
[\_\_\_\_\_  
President

**NON-PARTICIPATING INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY**

**During the Accumulation Period any payments and values based on the Sub-accounts are not guaranteed and will increase or decrease, based on their investment performance.**

**Payout options are specified in the Annuity. Other payout options may be made available.**

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**ANNUITY SCHEDULE**

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

**ISSUE DATE:** [March 1, 2011]

**TYPE OF BUSINESS:** [Non-Qualified]

**OWNER:** [John Doe]      **DATE OF BIRTH:** [October 21, 1974]      **SEX:** [Male]

**OWNER:** [Mary Doe]      **DATE OF BIRTH:** [October 15, 1974]      **SEX:** [Female]

**ANNUITANT:** [John Doe]      **DATE OF BIRTH:** [October 21, 1974]      **SEX:** [Male]

**PURCHASE PAYMENT:** [\$10,000]

**PURCHASE PAYMENT LIMITATION:** [Purchase Payments may be accepted up to and including the day prior to the later of: the oldest Owner's 81<sup>st</sup> birthday (the Annuitant's 81<sup>st</sup> birthday, if the Annuity is owned by an entity), or the first anniversary of the Issue Date, unless otherwise required by applicable law or regulation to maintain the tax status of this Annuity.]

**MINIMUM ADDITIONAL PURCHASE PAYMENT:** [\$100]

**MINIMUM ADDITIONAL PURCHASE PAYMENT UNDER AUTOMATIC PURCHASE PLANS:** [\$50]

**CONTINGENT DEFERRED SALES CHARGE:**

| [Total Purchase Payment Amount]             | Age of Purchase Payment Being Withdrawn |                                      |                                       |                                       |                                       |                                       |                                       |                 |
|---------------------------------------------|-----------------------------------------|--------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|-----------------|
|                                             | Less than 1 Year                        | 1 Year or more but less than 2 Years | 2 Years or more but less than 3 Years | 3 Years or more but less than 4 Years | 4 Years or more but less than 5 Years | 5 Years or more but less than 6 Years | 6 Years or more but less than 7 Years | 7 Years or more |
| Less than \$50,000                          | 5.0%                                    | 5.0%                                 | 4.0%                                  | 4.0%                                  | 3.0%                                  | 3.0%                                  | 2.0%                                  | 0%              |
| \$50,000 or more but less than \$100,000    | 5.0%                                    | 4.0%                                 | 4.0%                                  | 3.0%                                  | 3.0%                                  | 2.0%                                  | 2.0%                                  | 0%              |
| \$100,000 or more but less than \$250,000   | 4.0%                                    | 3.0%                                 | 3.0%                                  | 2.0%                                  | 2.0%                                  | 2.0%                                  | 1.0%                                  | 0%              |
| \$250,000 or more but less than \$500,000   | 3.0%                                    | 2.0%                                 | 2.0%                                  | 2.0%                                  | 1.0%                                  | 1.0%                                  | 1.0%                                  | 0%              |
| \$500,000 or more but less than \$1,000,000 | 2.0%                                    | 2.0%                                 | 2.0%                                  | 1.0%                                  | 1.0%                                  | 1.0%                                  | 1.0%                                  | 0%              |
| \$1,000,000 or more                         | 2.0%                                    | 2.0%                                 | 1.0%                                  | 1.0%                                  | 1.0%                                  | 1.0%                                  | 1.0%                                  | 0%              |

**ANNUITY SCHEDULE (Continued)**

**MINIMUM WITHDRAWAL AMOUNT:** [\$100]

**MAXIMUM FREE WITHDRAWAL PERCENTAGE:** [10%]

**MINIMUM SURRENDER VALUE AFTER A PARTIAL WITHDRAWAL:** [\$2,000]

**MINIMUM INVESTMENT OPTION AMOUNT:** [\$50]

**INSURANCE CHARGE:** [Assessed daily at an annualized rate of 0.85%]

**ANNUAL MAINTENANCE FEE:** [Lesser of \$50 or 2% of Account Value, but only if the sum of the Purchase Payments at the time the Fee is due is less than \$50,000.]

**TRANSFER FEE:** [\$10 per transfer after the twentieth transfer in any Annuity Year.]

**MINIMUM TRANSFER AMOUNT:** [\$50. We may waive the Minimum Transfer Amount.]

**PREMIUM BASED CHARGE:**

| <b>[Total Purchase Payment Amount</b>      | <b>Premium Based Charge Percentage</b> | <b>Annual Equivalent of Premium Based Charge Percentage</b> |
|--------------------------------------------|----------------------------------------|-------------------------------------------------------------|
| Less than \$50,000                         | 0.1750%                                | 0.70%                                                       |
| \$50,000 or more, but less than \$100,000  | 0.1500%                                | 0.60%                                                       |
| \$100,000 or more, but less than \$250,000 | 0.1250%                                | 0.50%                                                       |
| \$250,000 or more, but less than \$500,000 | 0.0875%                                | 0.35%                                                       |
| \$500,000 or more, but less than 1,000,000 | 0.0625%                                | 0.25%                                                       |
| \$1,000,000 or more                        | 0.0375%                                | 0.15%                                                       |

**PREMIUM BASED CHARGE PERIOD:** [With respect to each Purchase Payment, the period beginning on the first Quarterly Annuity Anniversary following the date the Purchase Payment is allocated to the Annuity and continuing for 28 Quarterly Annuity Anniversaries (7 years).]

**PREMIUM BASED CHARGE WAIVER AMOUNT:** [An amount equal to the lesser of \$500 or 5% of the sum of the Purchase Payments allocated to the Annuity]

**LATEST AVAILABLE ANNUITY DATE:** [The first day of the calendar month next following the oldest Owner's or Annuitant's 95<sup>th</sup> birthday.]

**EARLIEST AVAILABLE ANNUITY DATE:** [Three years from the Issue Date]

**MINIMUM ANNUITY PAYMENT:** [\$100 per month]

**MINIMUM SURRENDER VALUE AT ANNUITIZATION:** [\$2,000]

**DEFAULT ANNUITY OPTION:** [In the absence of an election we receive in Good Order, monthly payments will commence under Option 2 – Payments for Life with a 10 Year Period Certain or a Period Certain of shorter duration if the life expectancy of the Annuitant at the time the option becomes effective is less than 10 years. Such life expectancy will be computed using applicable Internal Revenue Service tables.]

**ANNUITY SCHEDULE (Continued)**

**VARIABLE SEPARATE ACCOUNT(S):** [Pruco Life Flexible Premium Variable Annuity Account]

**[RIDERS AND ENDORSEMENTS MADE A PART OF THE ANNUITY ON THE ISSUE DATE:**

Market Value Adjustment Option Rider  
IRA Endorsement]

## DEFINITIONS

**Account Value:** The total value of all allocations to the Sub-accounts on any Valuation Day.

**Accumulation Period:** The period of time from the Issue Date through the last Valuation Day immediately preceding the Annuity Date.

**Annuitant:** The natural person named in the Annuity Schedule upon whose life annuity payments are based.

**Annuity Date:** The date on which we apply your Account Value to the applicable annuity payout option and begin the Payout Period.

**Annuity Payment Date:** The date the first annuity payment is payable.

**Annuity Year:** The first Annuity Year begins on the Issue Date and continues through and includes the day immediately preceding the first anniversary of the Issue Date. Subsequent Annuity Years begin on the anniversary of the Issue Date and continue through and include the day immediately preceding the next anniversary of the Issue Date.

**Beneficiary(ies):** The natural person(s) or entity(ies) designated as the recipient of the Death Benefit, or to whom any remaining Period Certain payments may be paid in accordance with the "Annuity Payout Options" section of the Annuity.

**Code or Internal Revenue Code:** The Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

**Contingent Annuitant:** The natural person named to become the Annuitant on the Annuitant's death prior to the Annuity Date.

**Due Proof of Death:** Due Proof of Death is satisfied when we receive all of the following in Good Order: (a) a death certificate or documentation acceptable to us; (b) all representations we require or which are mandated by applicable law or regulation in relation to the death claim and the payment of death proceeds; and (c) any applicable election of the method of payment of the Death Benefit, if not previously elected by the Owner(s), by at least one Beneficiary.

**General Account:** Our general investment account which contains all of our assets with the exception of the Variable Separate Account(s) and other segregated asset accounts.

**Good Order:** Good Order is the standard that we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Service Office: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations; (b) on specific forms, or by other means we then permit (such as via telephone or electronic transmission); and/or (c) with any signatures and dates as we may require. We will notify you if an instruction is not in Good Order.

**Investment Option:** A Sub-account or other option available as of any given time to which Account Value may be allocated.

**Issue Date:** The effective date of this Annuity, as shown in the Annuity Schedule.

**Owner(s):** The natural person(s) or entity shown as Owner in the Annuity Schedule unless later changed.

**Payout Period:** The period starting on the Annuity Date and during which annuity payments are made.

**Purchase Payment:** A cash consideration (a “premium”), in currency of the United States of America, given to us in exchange for the rights, privileges and benefits outlined in this Annuity.

**Quarterly Annuity Anniversary:** Each successive three-month anniversary of the Issue Date of the Annuity.

**Service Office Address:** The location shown on the Cover page of the Annuity where all requests and payments regarding this Annuity are to be sent. We refer to this as our “Service Office.” The Service Office Address may be changed at any time. We will notify you in advance of any change in address.

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

**Sub-account:** A division of the Variable Separate Account(s) shown in the Annuity Schedule.

**Surrender Value:** The Account Value less any applicable Contingent Deferred Sales Charge, any applicable Tax Charges, any charges assessable as a deduction from the Account Value for any optional benefits provided by rider or endorsement, and any applicable Annual Maintenance Fee.

**Unit:** A share of participation in a Sub-account used to calculate your Account Value prior to the Annuity Date.

**Unit Price:** The value of each Unit of a Sub-account on a Valuation Day.

**Valuation Day:** Every day the New York Stock Exchange is open for trading or any other day that the Securities and Exchange Commission requires mutual funds or unit investment trusts to be valued.

**Valuation Period:** The period of time between the close of business of the New York Stock Exchange on successive Valuation Days.

**Variable Separate Account(s):** The variable separate account(s) shown in the Annuity Schedule.

**we, us, our:** Pruco Life Insurance Company.

**you, your:** The Owner(s) shown in the Annuity Schedule.

## RIDERS OR ENDORSEMENTS

One or more riders or endorsements may be attached and made part of your Annuity. Such riders or endorsements may contain additional or different provisions which may amend or replace the provisions in your Annuity. Such riders or endorsements may also contain provisions applicable to an optional benefit program you have elected. Such programs may impact certain provisions of this Annuity, including, but not limited to, Investment Options, surrenders, withdrawals, transfers, Spousal Continuation, and the Death Benefit. Charges may also apply to any optional benefit provided by rider or endorsement. Pursuant to our rules, you may elect one or more optional benefits we may make available. A schedule supplement may also contain additional fields specific to any optional benefit you have elected. Please refer to any applicable rider, endorsement and its respective schedule supplement for details regarding the impact on any provisions in this Annuity.

## ALLOCATION OF ACCOUNT VALUE

You may maintain Account Value among a number of Investment Options, subject to the limits set out in this Annuity. The variable Investment Options are the Sub-accounts of the Variable Separate Account(s) shown in the Annuity Schedule. The minimum amount you can allocate to an Investment Option ("the Minimum Investment Option Amount") is shown in the Annuity Schedule. You may transfer Account Value between such options, subject to our allocation and transfer rules. Your transfer request must be received by us in Good Order. Transfers may be subject to a fee.

## OPERATION OF THE SEPARATE ACCOUNT(S)

**General:** The assets supporting our obligations under the Annuity may be held in various accounts, depending on the obligation being supported. Assets supporting our obligations during the Accumulation Period are held in separate accounts. During the Payout Period, assets supporting annuity payments are held in our General Account.

**Separate Accounts:** We are the legal owner of assets in the separate accounts. Income, gains and losses, whether or not realized, from assets allocated to these separate accounts, are credited to or charged against each such separate account in accordance with the terms of the annuities supported by such assets without regard to our general corporate operations or other income, gains or losses or to the income, gains or losses in any other of our separate accounts. We will maintain assets in each separate account with a total market value at least equal to the reserve and other liabilities we must maintain in relation to the annuity obligations supported by such assets. These assets may only be charged with liabilities which arise from such annuities; these assets may not be charged with liabilities arising from any other business we conduct.

**Variable Separate Account(s):** The separate account(s) to which we allocate assets supporting our obligations under this Annuity is the Variable Separate Account(s). This separate account(s) consists of multiple Sub-accounts. The Variable Separate Account(s) was established by us pursuant to Arizona law. The Variable Separate Account(s) also holds assets of other annuities issued by us with values and benefits that vary according to the investment performance of the variable Sub-accounts.

The amount of our obligations in relation to allocations to the Variable Separate Account(s) is based on the investment performance of the Sub-accounts. However, the guarantees provided under the Annuity are our general corporate obligations.

The Variable Separate Account(s) is registered with the Securities and Exchange Commission ("SEC") under the Investment Company Act of 1940 (the "1940 Act") as a unit investment trust, which is a type of investment company. This does not involve any supervision by the SEC of the investment policies, management or practices of the Variable Separate Account(s).

Sub-accounts may invest in underlying mutual funds or portfolios. We may change the investment policy of any or all Sub-accounts, add Sub-accounts, eliminate Sub-accounts, combine Sub-accounts, restrict or prohibit additional allocations to certain Sub-accounts, limit access to Sub-accounts, or substitute underlying mutual funds or portfolios of underlying mutual funds, subject to any required regulatory approvals. Please refer to the "Reserved Rights" section for additional information. Values and benefits based on allocations to the Sub-accounts will vary with the investment performance of the underlying mutual funds or fund portfolios, as applicable. We do not guarantee the investment results of any Sub-account.

We may transfer assets of the Variable Separate Account(s), which we determine to be associated with the class of contracts to which this Annuity belongs, to another Variable Separate Account(s). If this type of transfer is made, the term "Variable Separate Account(s)" as used in this Annuity, shall include the Variable Separate Account(s) to which the assets were transferred.

## CHARGES

**General:** The charges which are, or may be, deducted from your Annuity include, but are not limited to, any applicable: Contingent Deferred Sales Charge, Annual Maintenance Fee, Tax Charges, Transfer Fee, Insurance Charge, Premium Based Charge, and any charges for any optional benefits provided by rider or endorsement.

**Contingent Deferred Sales Charge:** The Contingent Deferred Sales Charge for each Purchase Payment is a percentage of the Purchase Payment being withdrawn. The charge decreases as the Purchase Payment ages. The aging of a Purchase Payment is measured from the date it is allocated to your Annuity. If you make a withdrawal of a Purchase Payment on the day before an anniversary of the date that Purchase Payment was allocated to the Annuity, we will use the Contingent Deferred Sales Charge percentage that would apply if the withdrawal was made on the following day. The table of Contingent Deferred Sales Charges is shown in the Annuity Schedule. The charge is deducted from the Investment Options in the same proportion as the withdrawal upon which it is assessed.

Each Purchase Payment has its own schedule of Contingent Deferred Sales Charges associated with it. The schedule of Contingent Deferred Sales Charges associated with a Purchase Payment is determined when the Purchase Payment is allocated to the Annuity. The schedule of Contingent Deferred Sales Charges applicable to a Purchase Payment is based on the total of all Purchase Payments allocated to the Annuity, including the full amount of the "new" Purchase Payment, when the Purchase Payment is allocated. Purchase Payments are not reduced by withdrawals for purposes of determining the applicable schedule of Contingent Deferred Sales Charges. All Purchase Payments allocated to the Annuity on the same day will be treated as one Purchase Payment for purposes of determining the applicable schedule of Contingent Deferred Sales Charges.

**Annual Maintenance Fee:** This is a fee deducted on each anniversary of the Issue Date occurring on or before the Annuity Date, and upon surrender. However, we will waive the Annual Maintenance Fee due at surrender if the surrender occurs within 30 days after an Annual Maintenance Fee was last deducted. The basis for this charge is shown in the Annuity Schedule. We will waive all or a portion of this fee, if we are required by law or regulation, to meet any minimum nonforfeiture requirements. We will also waive this fee after the Annuity Date, and when a Death Benefit is determined, unless Spousal Continuation occurs. We reserve the right to waive this fee at any other time on a non-discriminatory basis.

As of the Valuation Day the Annual Maintenance Fee is due, the fee is deducted pro-rata from the Account Value of all Sub-accounts to which your Account Value is allocated.

**Tax Charges:** The Annuity may include a charge generally intended to approximate any applicable premium tax, retaliatory tax and other taxes imposed on us. In some cases the Tax Charges may be more, and in some cases less, than the actual amount of taxes we are required to pay with respect to a particular Annuity. We may, in our discretion, pay these taxes when due and deduct the Tax Charges from the Account Value at a later date.

**Transfer Fee:** The Transfer Fee is shown in the Annuity Schedule. The fee is deducted pro-rata from all Sub-accounts in which you maintain Account Value immediately subsequent to the transfer. Transfers made through any electronic method or program we specify are not counted in calculating any applicable Transfer Fee. For purposes of calculating the Transfer Fee, all transfers made on the same Valuation Day count as one transfer.

**Insurance Charge:** The Insurance Charge is assessed daily, based on an annualized rate, as shown in the Annuity Schedule and the Schedule Supplements of certain optional benefit riders we may make available. See the "Account Value" section of this Annuity for a description of how the Insurance Charge is deducted.

**Premium Based Charge:** The Premium Based Charge applicable to the Annuity is the sum of such charges applicable to each Purchase Payment. The Premium Based Charge is calculated on each Quarterly Annuity Anniversary for those Purchase Payments subject to the charge as of the prior Valuation Day. Each Purchase Payment is subject to a Premium Based Charge during the Premium Based Charge Period shown in the Annuity Schedule. Once the Premium Based Charge Period for a Purchase Payment has expired, that Purchase Payment is no longer subject to the Premium Based Charge.

The Premium Based Charge applicable to a Purchase Payment is determined by multiplying (1) the amount of that Purchase Payment by (2) its associated Premium Based Charge Percentage, as shown in the Annuity Schedule. With respect to those Purchase Payments allocated to the Annuity prior to the first Quarterly Annuity Anniversary, the Premium Based Charge Percentage applicable to each of those Purchase Payments is based on the total of all Purchase Payments allocated to the Annuity prior to the first Quarterly Annuity Anniversary. For each Purchase Payment allocated to your Annuity on or after the first Quarterly Annuity Anniversary, the Premium Based Charge Percentage is based on the total of all Purchase Payments allocated to the Annuity through the date of the "new" Purchase Payment, including the full amount of that "new" Purchase Payment. Once a Premium Based Charge Percentage is established for any Purchase Payment, such percentage is fixed and will not be reduced even if additional Purchase Payments are made or withdrawals are taken.

For purposes of calculating the Premium Based Charge: (a) a Purchase Payment is the amount of the Purchase Payment before we deduct any applicable fees, charges or taxes; and (b) Purchase Payments are not reduced by withdrawals taken from the Annuity.

The Premium Based Charge is deducted pro-rata from the Sub-accounts in which you maintain Account Value on the date the Premium Based Charge is due. If a Quarterly Annuity Anniversary falls on a day other than a Valuation Day, we will deduct the Premium Based Charge on the next following Valuation Day.

A Premium Based Charge is not deducted: (a) when there are no Purchase Payments subject to the Premium Based Charge; (b) on or after the Annuity Date; (c) if a Death Benefit has been determined under the Annuity (unless Spousal Continuation occurs); or (d) in the event of a full surrender of the Annuity (unless the full surrender occurs on a Quarterly Annuity Anniversary). We will only deduct that portion of the Premium Based Charge that does not reduce the Account Value below the Premium Based Charge Waiver Amount shown in the Annuity Schedule.

## RIGHTS AND DESIGNATIONS

You may exercise the rights, options and privileges granted in this Annuity or permitted by us. Your rights to make future changes under this Annuity terminate as of the date we receive notice of death of the decedent. No rights of survivorship are provided except as provided herein.

You make certain designations that apply to the Annuity. These designations are subject to our rules and to various regulatory or statutory requirements, depending on the use of the Annuity. These designations may include an Owner(s), an Annuitant, a Contingent Annuitant, a Beneficiary(ies), and a contingent Beneficiary(ies). Certain designations are required, as indicated below.

**Owner(s):** An Owner must be named. You may name more than one Owner; however, we may limit the number of Owners. If you name more than one Owner, all rights reserved to Owners are then held equally by all Owners. We require the consent in Good Order of all Owners. Similarly we require the consent in Good Order of any other party with current vested rights for any transaction which would require the Owner's(s') consent in Good Order. However, if the Owners each provide us with instructions that we find acceptable, we will permit an Owner to act independently on behalf of all the Owners with respect to those transactions which would otherwise require the written consent of all Owners. We will send all communications to the address of the first named Owner.

**Annuitant:** You must name an Annuitant. We do not accept a designation of joint Annuitants during the Accumulation Period. You may name one or more Contingent Annuitants, subject to our approval. If the Annuitant is not an Owner, and the Annuitant predeceases any Owner who is a natural person, not an entity:

- (a) The designated Contingent Annuitant becomes the Annuitant; or
- (b) If no Contingent Annuitant was designated, the Owner becomes the Annuitant; or
- (c) If there are multiple Owners who are natural persons, the oldest of such Owners becomes the Annuitant if no Contingent Annuitant was designated.

**Beneficiary(ies):** The Death Benefit is payable to the Beneficiary(ies). You may designate more than one primary or contingent Beneficiary. If you make such a designation, the proceeds are payable in equal shares to the survivors in the appropriate Beneficiary class, unless you request otherwise in Good Order.

Unless otherwise required by law, if the primary Beneficiary(ies) predeceases the decedent, the Death Benefit proceeds will become payable to the contingent Beneficiary(ies). If the Beneficiary(ies) dies after the death of the decedent, the Death Benefit proceeds will be payable to the Beneficiary's(ies') estate(s) upon our receipt of Due Proof of Death of the decedent. If no Beneficiary is alive when the Death Benefit proceeds are determined or there is no Beneficiary designation, the proceeds will vest in any surviving Owner(s), including an Owner that is an entity. If there is no surviving Owner(s), the proceeds will vest in your estate.

**Changing Designations:** You may request to change the Owner(s), Annuitant, Contingent Annuitant, Beneficiary and contingent Beneficiary designations by sending us a request in Good Order. Such changes will be subject to our acceptance. Some of the changes we may not accept include, but are not limited to: (a) a new Owner(s) subsequent to the death of the Owner or, if there are multiple Owners, the first of such Owners to die, unless the change of Owner is the result of Spousal Continuation; (b) a new Owner such that the new Owner is older than the age for which we would then issue the Annuity as of the effective date of such change, unless the change of Owner is the result of Spousal Continuation; (c) a new Annuitant subsequent to the Annuity Date if the annuity option selected includes a life contingency; (d) a new Annuitant prior to the Annuity Date if the Owner is an entity; and (e) a designation change if the change request is received at our Service Office after the Annuity Date.

If there is a change of Owner(s) or Annuitant, the Latest Available Annuity Date will be based on the age of the oldest Owner(s) or Annuitant once the change is made. The Annuity Date must: (a) be on or after the Earliest Available Annuity Date and on or before the new Latest Available Annuity Date; and (b) must be consistent with applicable laws and regulations at the time.

A change of Owner(s) or Annuitant will take effect on the date the notice of change is received at our Service Office in Good Order. An Owner(s) may seek to transfer ownership of the Annuity, subject to the interest of any assignee or beneficiary of record. We reserve the right to reject any ownership change at any time, on a non-discriminatory basis. We assume no responsibility for the validity or tax consequences of any change of ownership.

A change of Beneficiary will take effect on the date the notice of change is received at our Service Office in Good Order.

Any change of Owner(s), Annuitant, or Beneficiary(ies) we accept is subject to any transactions processed by us before we receive the notice of change.

**Common Disaster:** If an Owner is a natural person, and if any other Owner or Beneficiary dies with the Owner in a common disaster, it must be proved to our satisfaction that the Owner died first. When there is insufficient evidence to determine the order of death, then, unless prohibited by law, we will deem the Owner to be the last survivor and pay the proceeds to any remaining Beneficiary, or if none, to any remaining contingent Beneficiary, or if none, to any surviving Owner, or if none, to the Owner's estate.

If: (a) the Owner is an entity; (b) no Contingent Annuitant has been designated; and (c) the Annuitant and the Beneficiary die in a common disaster, then it must be proved to our satisfaction that the Annuitant died first. Unless prohibited by law, when there is insufficient evidence to determine the order of death, we will deem the Annuitant to be the last survivor and pay the proceeds to any remaining Beneficiary, or if none, to any remaining contingent Beneficiary, or if none, to the Owner.

## PURCHASE PAYMENTS

**Initial Purchase Payment:** Issuance of an Annuity represents our acceptance of an initial Purchase Payment. The amount of your initial Purchase Payment evidenced by this Annuity is shown in the Annuity Schedule. Purchase Payments are allocated to the Investment Options according to your instructions.

**Additional Purchase Payments:** The Purchase Payment Limitation and the Minimum Additional Purchase Payment are as shown in the Annuity Schedule. We may further limit or reject certain Purchase Payments. Additional Purchase Payments will be allocated to the Investment Options according to your instructions. If you have not provided any allocation instructions with the additional Purchase Payment, we will allocate it on a pro-rata basis to the Sub-accounts in which your Account Value is then allocated, excluding any Sub-accounts to which you are not permitted to electively allocate or transfer Account Value. If the Account Value in the Sub-accounts to which you may electively allocate Account Value is zero, we will allocate your additional Purchase Payment to a money market Investment Option.

## ACCOUNT VALUE

**Account Value in the Sub-accounts:** We determine your Account Value separately for each Sub-account. To determine the Account Value in each Sub-account, we multiply the Unit Price, as of the Valuation Day for which the calculation is being made, by the number of Units attributable to your Annuity in that Sub-account as of that Valuation Day.

**Units:** The number of Units attributable to this Annuity in a Sub-account is the number of Units you purchased less the number of Units liquidated. We determine the number of Units involved in any transaction specified in dollars by dividing the dollar value of the transaction by the Unit Price of the affected Sub-account as of the Valuation Day applicable to such transaction.

**Unit Price:** The Unit Price for each Sub-account is the net investment factor for that Valuation Period, multiplied by the Unit Price for the immediately preceding Valuation Day. The Unit Price for a Valuation Period applies to each day in the period.

**Net Investment Factor:** Each Sub-account has a net investment factor. The net investment factor is an index that measures the investment performance of, and charges assessed against, a Sub-account from one Valuation Period to the next.

The net investment factor for a Valuation Period is  $\{(a) \text{ divided by } (b)\}$ , less (c), where:

- (a) is the net result of:
  - (1) the net asset value per share of the underlying mutual fund shares held by that Sub-account at the end of the current Valuation Period plus the per share amount of any dividend or capital gain distribution declared and unpaid (accrued) by the underlying mutual fund, plus or minus
  - (2) any per share charge or credit during the current Valuation Period as a provision for taxes attributable to the operation or maintenance of that Sub-account.
  
- (b) is the net result of:
  - (1) the net asset value per share of the underlying mutual fund shares held by that Sub-account at the end of the preceding Valuation Period plus the per share amount of any dividend or capital gain distribution declared and unpaid (accrued) by the underlying mutual fund, plus or minus
  - (2) any per share charge or credit during the preceding Valuation Period as a provision for taxes attributable to the operation or maintenance of the Sub-account.
  
- (c) is the Insurance Charge corresponding to the portion of the 365 day year (366 for a leap year) that is in the current Valuation Period.

We value the assets in the Sub-accounts at their fair market value in accordance with accepted accounting practices and applicable laws and regulations. The net investment factor may be greater than, equal to, or less than one.

## ALLOCATION RULES

You may allocate your Account Value among the Investment Options we make available, excluding any Investment Options to which you are not permitted to electively allocate or transfer Account Value. We may limit the availability of Investment Options for additional Purchase Payments or transfers. Should you request a transaction that would leave less than the Minimum Investment Option Amount, shown in the Annuity Schedule, in an Investment Option, we may, to the extent permitted by law, add the balance of your Account Value in the applicable Investment Option to the transaction and close out your balance in that Investment Option.

**Transfer Restrictions:** We may limit the number of transfers in any Annuity Year for all existing or new Owners in order to preserve the tax status of your Annuity. In addition, in light of the risks that frequent transfers impose upon Owners and other investors in the Variable Separate Account(s) and/or mutual fund portfolios that serve as funding vehicles for the Sub-accounts, we may limit transfer activity and impose other requirements or charges to minimize these risks, including but not limited to, requiring a minimum time period between each transfer, limiting the number of transfers in any Annuity Year or refusing any transfer request for an Owner or certain Owners.

Where permitted by law, you may authorize a third party to transfer Account Values on your behalf. Such authorization is subject to our acceptance and to the transfer restrictions described in the preceding paragraph. We may suspend or cancel our acceptance of the authorization at any time. We may restrict the Investment Options available for transfers or allocation of Purchase Payments by such third party. If we do so, we will give the third party advance notice.

We will not restrict the available Investment Options if we receive evidence satisfactory to us that: (a) a court of competent jurisdiction has appointed such third party to act on your behalf; or (b) you have executed a power of attorney naming such third party to act on your behalf for insurance transactions. We may refuse to accept, or suspend or cancel our acceptance of, a power of attorney at any time.

## DISTRIBUTIONS

**General:** We require you to submit a request in Good Order to our Service Office for any withdrawal or surrender. We may also require that you send your Annuity to our Service Office as part of any surrender request. Unless we receive instructions from you prior to a withdrawal, we will take the withdrawal pro-rata from the Sub-accounts in which your Account Value is then allocated. We price any distribution on the Valuation Day we receive all required materials in Good Order.

**Surrender:** Surrender of your Annuity for its Surrender Value is permitted during the Accumulation Period.

**Free Withdrawals:** Each Annuity Year you may withdraw a limited amount of Account Value without application of any Contingent Deferred Sales Charge ("free withdrawal"). The Minimum Withdrawal Amount, the Maximum Free Withdrawal Percentage, and the Minimum Surrender Value After a Partial Withdrawal are shown in the Annuity Schedule. Free withdrawal amounts are not available if you surrender your Annuity. If you do not make a free withdrawal during an Annuity Year, you are not permitted to carry over the free withdrawal amount to a subsequent Annuity Year.

The Maximum Free Withdrawal Percentage is applied to the total amount of "new" Purchase Payments to determine the maximum free withdrawal amount. "New" Purchase Payments are those received that are still subject to any applicable Contingent Deferred Sales Charge. The applicable Contingent Deferred Sales Charge may apply to withdrawals exceeding the maximum free withdrawal amount. Amounts withdrawn as free withdrawals are not treated as a withdrawal of Purchase Payments for purposes of calculating future free withdrawal amounts and any applicable Contingent Deferred Sales Charges.

**Partial Withdrawals:** You may withdraw part of your Surrender Value. If the amount of the partial withdrawal request reduces your Account Value below the Minimum Surrender Value After a Partial Withdrawal, we may treat your request as a request for a full surrender.

For partial withdrawal purposes, amounts are deemed to be withdrawn from your Annuity in the following order:

- (1) from any amount then available as a free withdrawal; then from
- (2) "old" Purchase Payments not previously withdrawn (those Purchase Payments to which Contingent Deferred Sales Charges no longer apply prior to the withdrawal); then from
- (3) "new" Purchase Payments not previously withdrawn (if there are multiple "new" Purchase Payments, the one received earliest is withdrawn first, then the one received next earliest, and so forth); then from
- (4) other Surrender Value.

**Required Minimum Distributions:** If your Annuity is being used for certain qualified purposes under the Internal Revenue Code, you may be required to begin receiving minimum distributions on a periodic basis from your Annuity. The total amount of the minimum distributions required under the Code may depend on other annuities, savings or investments you have. At your request, we will calculate a Required Minimum Distribution, assuming the minimum distribution amount is based solely on the value of your Annuity. The amount we calculate will not be based on any other annuities, savings or investments. You may elect to have the Required Minimum Distribution paid out on a monthly, quarterly, semi-annual or annual basis through a program of systematic withdrawals we make available.

Unless we receive other instructions from you, we will take each Required Minimum Distribution pro-rata from the Investment Options to which your Account Value is allocated at the time of the distribution. If the amount of the Required Minimum Distribution reduces your Account Value below the Minimum Surrender Value After a Partial Withdrawal, we may treat the distribution as a full surrender of the Annuity.

No Contingent Deferred Sales Charge is assessed against amounts withdrawn as Required Minimum Distributions over your life or life expectancy, but only if we calculate the Required Minimum Distribution amount for this Annuity and you are participating in a systematic withdrawal program established for their payment. The Contingent Deferred Sales Charge may apply to amounts withdrawn to meet minimum distributions in relation to other annuities, savings and investments you may have or to any minimum distributions that are based on this Annuity but which are not calculated by us.

Amounts withdrawn as Required Minimum Distributions are considered to come first from the amounts available as a free withdrawal. For purposes of calculating any applicable Contingent Deferred Sales Charge, Required Minimum Distributions greater than the free withdrawal amount are not deemed to be a withdrawal of Purchase Payments.

## DEATH BENEFIT

The person upon whose death the Death Benefit during the Accumulation Period is determined is referred to as the "decedent." A Death Benefit is payable only if your Account Value at the time of the decedent's death is greater than zero.

If the Owner is a natural person, not an entity, the Owner is the decedent upon his or her death. If there is more than one Owner, each being a natural person and not an entity, the first of such Owners to die is the decedent upon his or her death. If the Owner is an entity, and there is no Contingent Annuitant, then the Annuitant is the decedent and the Death Benefit is payable upon the Annuitant's death.

No Death Benefit is payable upon the Annuitant's death during the Accumulation Period if the Owner is an entity and a Contingent Annuitant has been designated. In this event, the Contingent Annuitant becomes the Annuitant and the Annuity continues.

The Death Benefit is determined as of the date we receive Due Proof of Death of the decedent. Unless Spousal Continuation occurs, on the date we receive Due Proof of Death we transfer all amounts due each Beneficiary from whom we do not have payment instructions to a money market Investment Option until we receive such instructions in Good Order.

The amount of the Death Benefit is equal to the Account Value on the date we receive Due Proof of Death of the decedent. We call this the "Basic Death Benefit."

In the event of death before the Annuity Date, the Death Benefit must be distributed within: (a) five years of the date of death of the decedent; or (b) as to each Beneficiary, over a period not extending beyond the life expectancy of the Beneficiary or over the life of the Beneficiary. Except as noted below in the "Spousal Continuation" section, we assume that the Death Benefit is to be paid out under (a), above, unless we receive a different election.

The Owner(s) may elect the method of payment to each Beneficiary, subject to our then current rules, prior to the date of death of the decedent. When no such election is made as to a specific Beneficiary, such Beneficiary must elect the method of payment within 60 days of the date we receive all required documentation in Good Order in order to pay the Death Benefit to that Beneficiary. If no election is made within 60 days, the default will be distribution within five years of the date of death of the decedent as noted in (a) above. In addition, distribution after a decedent's death to be paid over the life expectancy or over the life of the Beneficiary under (b), above, must commence within one year of the date of death.

The Owner may elect to have any amount of the proceeds due to a Beneficiary applied under any of the Annuity Payout Options described in the "Annuity Payment Options" section, or any other option we then make available. If you made such election, a Beneficiary may not alter such election. However, if you have not previously made such election, a Beneficiary may make such an election as to the proceeds due that Beneficiary. The Beneficiary will be the "measuring life" for determining the amount of any annuity payments dependent on the continuation of life. We may require evidence satisfactory to us of the age of the measuring life prior to commencement of any annuity payments.

In the event of death on or after the Annuity Date, we distribute any payments due subsequent to an Owner's death at least as rapidly as under the method of distribution in effect as of the date of such Owner's death.

**Spousal Continuation:** We allow the Spouse to continue the Annuity subsequent to a decedent's death, subject to our receipt of Due Proof of Death. The Annuity may continue subsequent to a death when on the date we receive Due Proof of Death of the decedent:

- (a) there is only one Owner of the Annuity and there is only one Beneficiary who is the Owner's Spouse, or
- (b) there are two Owners who are married to each other on the date of death of the decedent, and the surviving Owner is the sole primary Beneficiary under the Annuity, or
- (c) there are two Owners who are married to each other on the date of death of the decedent, and no Beneficiary designation has been elected, we then assume that the surviving Spouse will be the sole primary Beneficiary.

Spousal Continuation may occur only once.

Upon continuation of the Annuity by the Spouse, we will waive any Contingent Deferred Sales Charge applicable to Purchase Payments allocated to the Annuity before Spousal Continuation. In addition, the amount of the Death Benefit will be equal to the Account Value on the date we receive Due Proof of Death.

## ANNUITY PAYOUT OPTIONS

**General:** This Annuity provides for payments under one of the Annuity Payout Options described below. Any other available Annuity Payout Options, in addition to those shown, may be selected with our consent. Certain Annuity Payout Options may not be available, depending on the age of the Annuitant. You will be the payee of the payments under the Annuity Payout Option selected, unless we receive other instructions in Good Order.

Annuity payments can be guaranteed for a period certain or for a period certain and life, as described below. You may choose an Annuity Date, an annuity option and the frequency of annuity payments. Your choice of Annuity Date and annuity option may be limited, depending on your use of the Annuity. The Earliest Available Annuity Date and Latest Available Annuity Date as of the Issue Date are shown in the Annuity Schedule. You may change your choices at any time up to thirty days before any Annuity Date you selected. We must receive your request in Good Order. If there is any remaining Contingent Deferred Sales Charge applicable to any Purchase Payment as of the Annuity Date, we may restrict the availability of certain Annuity Payout Options we offer.

If, on the Annuity Date, the Surrender Value is less than the Minimum Surrender Value at Annuitization shown in the Annuity Schedule, or the Surrender Value would provide an initial payment amount of less than the Minimum Annuity Payment shown in the Annuity Schedule, we reserve the right to pay you the Account Value in one lump sum in full satisfaction of our obligations under this Annuity.

- a) **Option 1 - Payments for a Period Certain:** Under this option, income is payable periodically for the number of years selected (the "Period Certain"), subject to our then current rules.
- b) **Option 2 – Payments for Life with a Period Certain:** Under this option, income is payable periodically for the number of years selected (the "Period Certain"), subject to our then current rules, and thereafter until the death of the Annuitant.

We may require evidence satisfactory to us of the age of the Annuitant upon whose life payment amounts are calculated prior to commencement of any annuity payments.

**Death During the Payout Period:** In the Payout Period, subsequent to the death of the Annuitant, we continue to pay any Period Certain payments (payments not contingent on the continuance of any life) to the Owner (or named payee, if requested by the Owner). Should the Owner die before the end of the Period Certain, any remaining Period Certain payments are paid to any surviving Owners, or, if there are no surviving Owners, to the named Beneficiary. If no Beneficiary has been named, any remaining Period Certain payments will be paid to the estate of the last Owner to die.

Note that the Beneficiary designation during the Accumulation Period is applicable to the Payout Period unless you have indicated otherwise.

**Default Annuity Option:** In the absence of an election we receive in Good Order, we will apply the Default Annuity Option shown in the Annuity Schedule.

**Recovery of Excess Annuity Payments:** We may recover any annuity payments we have made after the Annuitant's death under any annuity option (other than one that provides for "Period Certain" payments).

**Annuity Payments:** Annuity payments under Option 1 and 2 above do not fluctuate. The Account Value on the Annuity Date, less any applicable Tax Charges, is used to determine the annuity payments. The payment amount will be determined based on the annuity rates for the annuity option and the frequency of payment selected. The annuity rates per \$1,000 of value for Monthly Annuity Payments under Options 1 and 2 above will not be less than those shown in the Annuity Tables.

### ANNUITY TABLES

The rates in Tables 1 and 2 below are applied to the Account Value on the Annuity Date to compute the minimum amount of the annuity payment for the payout options described on the preceding page. Table 1 is used to compute the minimum annuity payment under Option 1 (Payments for a Period Certain). Table 2 is used to compute the minimum initial annuity payment under Option 2 (Payments for Life with a Period Certain), assuming a 10 year Period Certain.

The rates used in each table are applied per \$1,000 of Account Value, as of the Annuity Date. We used an interest rate of 1.0% per year in preparing Table 1, and an interest rate of 2.0% per year in preparing Table 2. Table 2 assumes 120 monthly payments certain. The annuity payments in Table 2 are based on the Annuitant's "adjusted age" and sex. The adjusted age is the Annuitant's age as of the Annuitant's last birthday prior to the date on which the first payment is due, adjusted as shown in the "Translation of Adjusted Age" table below. When we computed the amounts shown in Table 2, we used the Annuity 2000 valuation mortality table, with four-year age setbacks and projected mortality improvement factors (modified Scale G) projected from the age at annuitization to the age at which the probability of survival is needed in the calculation of the annuity payment.

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

### Amount of Monthly Payment For Each \$1,000 Applied

| <b>Table 1 –Payments for a Period Certain</b> |                 |                 |                 |                 |                 |                 |                 |
|-----------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Number of Years                               | Monthly Payment | Number of Years | Monthly Payment | Number of Years | Monthly Payment | Number of Years | Monthly Payment |
| 1                                             | \$ 83.71        | 8               | \$ 10.83        | 14              | \$ 6.37         | 20              | \$ 4.59         |
| 2                                             | 42.07           | 9               | 9.68            | 15              | 5.98            | 21              | 4.40            |
| 3                                             | 28.18           | 10              | 8.75            | 16              | 5.63            | 22              | 4.22            |
| 4                                             | 21.24           | 11              | 7.99            | 17              | 5.33            | 23              | 4.05            |
| 5                                             | 17.08           | 12              | 7.36            | 18              | 5.05            | 24              | 3.90            |
| 6                                             | 14.30           | 13              | 6.83            | 19              | 4.81            | 25              | 3.76            |
| 7                                             | 12.32           |                 |                 |                 |                 |                 |                 |

| Table 2 – Payments for Life with a 10 Year Period Certain |      |        |              |      |        |              |      |        |
|-----------------------------------------------------------|------|--------|--------------|------|--------|--------------|------|--------|
| Adjusted Age                                              | Male | Female | Adjusted Age | Male | Female | Adjusted Age | Male | Female |
| 41                                                        | 2.66 | 2.52   | 61           | 3.79 | 3.48   | 81           | 6.68 | 6.25   |
| 42                                                        | 2.69 | 2.55   | 62           | 3.88 | 3.56   | 82           | 6.87 | 6.46   |
| 43                                                        | 2.73 | 2.58   | 63           | 3.98 | 3.64   | 83           | 7.06 | 6.67   |
| 44                                                        | 2.77 | 2.61   | 64           | 4.08 | 3.73   | 84           | 7.24 | 6.89   |
| 45                                                        | 2.81 | 2.64   | 65           | 4.19 | 3.82   | 85           | 7.42 | 7.10   |
| 46                                                        | 2.85 | 2.68   | 66           | 4.30 | 3.92   | 86           | 7.60 | 7.31   |
| 47                                                        | 2.90 | 2.72   | 67           | 4.42 | 4.02   | 87           | 7.77 | 7.51   |
| 48                                                        | 2.94 | 2.76   | 68           | 4.55 | 4.13   | 88           | 7.93 | 7.70   |
| 49                                                        | 2.99 | 2.80   | 69           | 4.68 | 4.25   | 89           | 8.08 | 7.88   |
| 50                                                        | 3.04 | 2.84   | 70           | 4.81 | 4.37   | 90           | 8.22 | 8.05   |
| 51                                                        | 3.10 | 2.88   | 71           | 4.96 | 4.50   | 91           | 8.35 | 8.20   |
| 52                                                        | 3.15 | 2.93   | 72           | 5.11 | 4.64   | 92           | 8.46 | 8.34   |
| 53                                                        | 3.21 | 2.98   | 73           | 5.26 | 4.79   | 93           | 8.57 | 8.47   |
| 54                                                        | 3.27 | 3.03   | 74           | 5.43 | 4.94   | 94           | 8.67 | 8.58   |
| 55                                                        | 3.34 | 3.09   | 75           | 5.59 | 5.10   | 95           | 8.76 | 8.68   |
| 56                                                        | 3.40 | 3.14   | 76           | 5.76 | 5.28   |              |      |        |
| 57                                                        | 3.47 | 3.20   | 77           | 5.94 | 5.46   |              |      |        |
| 58                                                        | 3.55 | 3.27   | 78           | 6.12 | 5.64   |              |      |        |
| 59                                                        | 3.62 | 3.33   | 79           | 6.31 | 5.84   |              |      |        |
| 60                                                        | 3.71 | 3.40   | 80           | 6.49 | 6.04   |              |      |        |

## GENERAL PROVISIONS

**Entire Contract:** This Annuity, including the Annuity Schedule, any riders, endorsements, schedule supplements, and amendments that are made part of this Annuity, are the entire contract. This Annuity may be changed or modified only in a writing signed by our President, a Vice President, or Secretary. We are not bound by any promises or representations made by, or to, any other person.

**Incontestability:** We will not contest this Annuity. Any statements made in applying for the Annuity are considered representations, not warranties.

**Misstatement of Age or Sex:** If there has been a misstatement of the age and/or sex of any person upon whose life any amounts we are obligated to determine in order to make any payment, including charges and annuity payments, or the Death Benefit, we will adjust such amounts to conform to that for the correct age and/or sex. As to annuity payments: (a) any underpayments by us will be remedied on the next payment following correction with interest at a rate not less than that required by applicable law; and (b) any overpayments by us will be charged against future amounts payable by us under your Annuity.

**Transfers, Assignments or Pledges:** Generally, your rights in this Annuity may be transferred, assigned or pledged for loans. However, these rights may be limited, depending on your use of the Annuity. You may assign this Annuity before the Annuity Date. We reserve the right to reject any transfer, assignment or pledge at any time, on a non-discriminatory basis. An assignment will take effect on the date the notice of assignment is received at our Service Office in Good Order. Any assignment we accept is subject to any transactions processed by us before we receive the notice of assignment. You may exercise these rights subject to the interest of any assignee or irrevocable beneficiary of record. We assume no responsibility for the validity or tax consequences of any assignment.

**Nonparticipation:** The Annuity does not share in our profits or surplus earnings.

**Deferral of Transactions:** We may defer any annuity payment for a period not to exceed the lesser of 6 months or the period permitted by law. If we defer a distribution or transfer from any annuity payout for more than thirty days, we will pay interest as required by state law. We may defer any distribution from any Sub-account or any transfer from a Sub-account for a period not to exceed seven calendar days from the date the transaction is effected.

In addition to the transfer restrictions above, all transactions into, out of, or based on any Sub-account may be postponed whenever: (1) the New York Stock Exchange is closed (other than customary holidays or weekends) or trading on the New York Stock Exchange is restricted as determined by the SEC; (2) the SEC permits postponement and so orders; or (3) the SEC determines that an emergency exists making valuation or disposal of securities not reasonably practical.

**Claims of Creditors:** To the extent permitted by law, no payment or value under this Annuity is subject to the claims of your creditors or those of any other Owner, any Annuitant, or any Beneficiary.

**Evidence of Survival:** Before we make a payment, we have the right to require proof of continued life and any other documentation we need to make a payment. We can require this proof for any person whose life or death determines whether or to whom we must make the payment.

**Tax Reporting and Withholding:** We comply with all applicable federal and state tax reporting and withholding laws and regulations with respect to this Annuity. Events giving rise to such tax reporting and withholding include, but are not limited to: (a) annuity payments; (b) payment of Death Benefits; (c) other distributions from the Annuity; and (d) transfers and assignments.

**Facility of Payment:** Subject to applicable law, we reserve the right, in settlement of full liability, to make payments to a guardian, conservator or other legal representative if a payee is legally incompetent.

**Participation and Termination of Certain Programs We May Offer:** To elect to participate in, or to terminate participation in, any program we may offer, we must receive your request in Good Order at our Service Office.

**Minimum Benefits:** Any benefits available under this Annuity are not less than the minimum benefits required by law.

**Reports to You:** We will provide you with reports at least once annually. You may request additional reports; we may charge up to \$50 for each such additional report.

**Reserved Rights:** In addition to rights specifically reserved elsewhere in this Annuity, we reserve the right to perform any or all of the following: (a) combine a Sub-account with other Sub-accounts; (b) combine the Variable Separate Account(s) shown in the Annuity Schedule with other "unitized" separate accounts; (c) deregister the Variable Separate Account(s) shown in the Annuity Schedule under the Investment Company Act of 1940; (d) operate the Variable Separate Account(s) shown in the Annuity Schedule as a management investment company under the Investment Company Act of 1940 or in any other form permitted by law; (e) make changes required by any change in the federal securities laws, including, but not limited to, the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any changes to the Securities and Exchange Commission's interpretation thereof; (f) make changes that are necessary to maintain the tax status of your Annuity, any rider, amendment or endorsement attached hereto or any charge or distribution from your Annuity under the Internal Revenue Code; (g) to establish a provision for federal income taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Separate Account; (h) make any changes required by Federal or state laws with respect to annuity contracts; and (i) to the extent dictated by any underlying mutual fund, impose a redemption fee or restrict transactions within any Sub-account. We reserve the right to modify this Annuity without receiving your prior consent, except as may be required by any applicable law, if we are required to make changes necessary to comply with state regulatory requirements, Internal Revenue Service ("IRS") requirements or other federal requirements.

We may eliminate Sub-accounts, restrict or prohibit additional allocations to certain Sub-accounts, or substitute one or more new underlying mutual funds or portfolios for the one in which a Sub-account is invested. Substitutions may be necessary if we believe an underlying mutual fund or portfolio no longer suits the purpose of the Annuity. This may happen due to a change in laws or regulations, or a change in the investment objectives or restrictions of an underlying mutual fund or portfolio, or because the underlying mutual fund or portfolio is no longer available for investment, or for any other reason. We would obtain any prior approval as required by any applicable law.

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**NON-PARTICIPATING INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY**

**During the Accumulation Period any payments and values based on the Sub-accounts are not guaranteed and will increase or decrease, based on their investment performance.**

**Payout options are specified in the Annuity. Other payout options may be made available.**

**PRUCO LIFE INSURANCE COMPANY**  
**[2999 North 44<sup>th</sup> Street, Suite 250**  
**Phoenix, Arizona 85014]**

**RETURN OF ADJUSTED PURCHASE PAYMENTS DEATH BENEFIT RIDER**

This Rider is made part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of your Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert to the provisions in the Annuity, except as may be provided below. The benefit provided pursuant to the terms of this Rider is a "Return of Adjusted Purchase Payments Death Benefit." This Rider should be read in conjunction with any other applicable Death Benefit Rider, any Market Value Adjustment ("MVA") Option Rider, any Dollar Cost Averaging ("DCA") Program Rider, and any Highest Daily Lifetime Income (HDLI) Benefit Rider made a part of your Annuity.

**Effective Date:** The Effective Date of this Rider is shown in the Return of Adjusted Purchase Payments Death Benefit Schedule Supplement.

**Definitions:**

**Account Value:** The definition of "Account Value" in your Annuity also includes the value of any allocation to any MVA Option or DCA MVA Option we may make available in connection with your Annuity. Account Value of each MVA Option and DCA MVA Option includes any applicable Market Value Adjustment (MVA), as described in the MVA Option Rider and DCA Program Rider.

**Adjusted Purchase Payments:** For purposes of calculating the Death Benefit offered under this Rider, "Adjusted Purchase Payments" means the amount of Purchase Payments we receive, less any fees or Tax Charges deducted from the Purchase Payments upon allocation to the Annuity.

**Dollar-for-Dollar Basis Reduction:** A reduction to the Return of Adjusted Purchase Payments Amount that is equal to the amount of the Withdrawal.

**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.

**Proportional Basis Reduction:** A reduction to the Return of Adjusted Purchase Payments Amount that is determined by multiplying the Return of Adjusted Purchase Payments Amount by the ratio of the amount of a Withdrawal to the Account Value as of the date of the Withdrawal but immediately prior to the Withdrawal.

**Unadjusted Account Value:** The Account Value prior to the application of any applicable MVA.

**Withdrawals:** Withdrawals of any type (including free withdrawals and partial withdrawals) before the application of any applicable Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal, and after any applicable MVA.

**Death Benefit:** If we receive Due Proof of Death within the Due Proof of Death Period shown in the Return of Adjusted Purchase Payments Death Benefit Schedule Supplement, the Death Benefit of the Annuity equals the greater of (a) and (b), where:

(a) is the "Return of Adjusted Purchase Payments Amount" described below; and

(b) is the Basic Death Benefit described in the "Death Benefit" section of the Annuity.

If we do not receive Due Proof of Death within the Due Proof of Death Period, the Death Benefit of the Annuity equals (b) above. We reserve the right to waive or extend, on a non-discriminatory basis, our right to enforce the Due Proof of Death Period. This right will only apply for purposes of determining the amount payable as a Death Benefit, and in no way restricts when a claim may be filed.

**Return of Adjusted Purchase Payments Amount:** This is an amount initially equal to the sum of all Adjusted Purchase Payments allocated to the Annuity on its Issue Date. Thereafter, the Return of Adjusted Purchase Payments Amount is:

- (1) Increased by any additional Adjusted Purchase Payments allocated to the Annuity, and
- (2) Reduced for any Withdrawals. The method of reduction depends on whether or not any Highest Daily Lifetime Income (HDLI) Benefit Rider is in effect on the date the Withdrawal is made and the amount of the Withdrawal, as described below.
  - (i) If a HDLI Benefit Rider is in effect on the date the Withdrawal is made, a Non-Lifetime Withdrawal, as defined in the HDLI Benefit Rider, will cause a Proportional Basis Reduction to the Return of Adjusted Purchase Payments Amount. Any Lifetime Withdrawal that is not deemed Excess Income, as those terms are described in the HDLI Benefit Rider, will cause a Dollar-for-Dollar Basis Reduction to the Return of Adjusted Purchase Payments Amount. All or any portion of a Lifetime Withdrawal in an Annuity Year that is deemed Excess Income, as defined in the HDLI Benefit Rider, will cause a Proportional Basis Reduction to the Return of Adjusted Purchase Payments Amount.
  - (ii) If no HDLI Benefit Rider is in effect on the date the Withdrawal is made, the Withdrawal will cause a Proportional Basis Reduction to the Return of Adjusted Purchase Payments Amount.

**Two-Year Suspension Period:** If there is a change of Owner or Annuitant more than 60 days after the Effective Date, resulting in a change in the person upon whose death a Death Benefit is determined, the Return of Adjusted Purchase Payments Death Benefit is suspended as to that person for a two-year period from the date he or she first became an Owner or Annuitant under the terms of the Annuity. After the suspension period is completed, the Death Benefit is the same as if such person had been an Owner or Annuitant on the Effective Date. During the Two-Year Suspension Period, the Death Benefit is the Basic Death Benefit described in the "Death Benefit" section of the Annuity.

**Other Death Benefit Provisions:** The provisions applicable to the Death Benefit described in your Annuity regarding eligibility, limits of applicability, methods of payment to Beneficiaries or any other provision regarding the Death Benefit, other than the method of calculation of the Death Benefit, continue to apply unless specifically indicated otherwise in this Rider.

**Spousal Continuation:** Upon Spousal Continuation, the Unadjusted Account Value is increased, if necessary, to equal the greater of the (1) Return of Adjusted Purchase Payments Amount and (2) the Basic Death Benefit described in the Annuity.

Any increase to the Unadjusted Account Value resulting from such adjustment will be allocated on a pro-rata basis to the Sub-accounts in which Account Value is then allocated, excluding any Sub-accounts to which you are not permitted to electively allocate or transfer Account Value. If the Account Value in such "elected" Sub-accounts is zero, we will allocate the additional amount to a money market Investment Option.

Following Spousal Continuation, we reset the Return of Adjusted Purchase Payments Amount to equal the Unadjusted Account Value, including any increase described above, as of the date of Due Proof of Death of the decedent, for purposes of calculating any subsequent Death Benefit.

**Charge for the Rider:** The Insurance Charge shown in the Annuity Schedule is increased to include the Insurance Charge for this Rider, as shown in the Return of Adjusted Purchase Payments Death Benefit Schedule Supplement.

The charge is assessed until we receive Due Proof of Death of the decedent, unless Spousal Continuation occurs, or until the Rider terminates for any of the reasons cited in "Termination of this Rider" below. See the "Account Value" section of the Annuity for a description of how the charge is applied.

**Investment Limitations:** While this Rider is in effect, your entire Account Value must be allocated to only those Investment Options we permit. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

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

**Termination of this Rider:** Termination of this Rider is subject to the following rules:

- A. Termination due to Death:** This Rider terminates automatically as of the date the Annuity's Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary.
- B. Termination due to Owner(s)/Annuitant Change:** This Rider terminates automatically if you designate a new Owner(s) or Annuitant such that the new Owner(s) or Annuitant is older than the age for which we would then issue this benefit as of the effective date of such a change or if we do not then consent, on a non-discriminatory basis, to continue the Rider.
- C. Termination on the Annuity Date:** This Rider terminates automatically as of the Annuity Date.
- D. Termination upon Surrender:** This Rider terminates upon surrender of the Annuity to which it is made a part.
- E. Termination if Account Value Reduces to Zero:** This Rider automatically terminates if your Account Value reduces to zero.

**PRUCO LIFE INSURANCE COMPANY**

  
[ \_\_\_\_\_ ]  
Secretary

**PRUCO LIFE INSURANCE COMPANY**  
**[2999 North 44<sup>th</sup> Street, Suite 250**  
**Phoenix, Arizona 85014]**

**DOLLAR COST AVERAGING (“DCA”) PROGRAM RIDER**

This Dollar Cost Averaging Program Rider (“DCA Program Rider”) is made part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider’s terms will revert to the provisions in the Annuity, except as may be provided below.

This Rider should be read in conjunction with the Market Value Adjustment (“MVA”) Option Rider, any applicable Death Benefit Rider(s), and any Riders providing for optional benefits which are made a part of your Annuity. If there is a conflict between the provisions of this DCA Program Rider and the terms of the Annuity or the MVA Option Rider, the provisions of this DCA Program Rider shall control.

This DCA Program Rider provides for Dollar Cost Averaging MVA Options (“DCA MVA Options”) designed to transfer Account Value from a Market Value Adjustment Option (“MVA Option”) to other Investment Options that you have specified which we offer, on a monthly basis. It also provides for a modification, as described below, of the Guarantee Period durations and Market Value Adjustment Formula for MVA Options with respect to the DCA MVA Options.

This program of DCA MVA Options is separate from any other dollar cost averaging program we may make available. The DCA MVA Options may be utilized only as permitted by us in accordance with our rules at the time of election, and may not be available in conjunction with other programs and benefits we may make available. We may modify the terms of the DCA MVA Options, or discontinue making the DCA MVA Options available for allocation of new Purchase Payments. If we do so, we will notify you. You may elect to participate in the DCA MVA Options by submitting a request to us in Good Order.

Capitalized terms in this DCA Program Rider are defined in this Rider, your Annuity, or any MVA Option Rider made a part of your Annuity.

**DCA MVA OPTIONS TERMS AND CONDITIONS:**

- (a) DCA MVA Options may only be selected in conjunction with, and simultaneous to, new Purchase Payment allocations. The minimum Purchase Payment allocation to a DCA MVA Option is shown in the DCA Program Schedule Supplement. You may not transfer Account Value into a DCA MVA Option. Multiple DCA MVA Options are permitted, subject to our allocation rules.
- (b) You may only allocate Purchase Payments to the DCA MVA Option Guarantee Period durations we make available.
- (c) We may limit the Investment Options into which Account Value may be transferred from a DCA MVA Option.
- (d) Crediting Rates will be declared by us on or before the date allocations are made into a DCA MVA Option. The Crediting Rates for each DCA MVA Option we make available will never be less than the Guaranteed Minimum Interest Rate shown in the MVA Option Schedule Supplement, made a part of your Annuity.

- (e) We credit interest daily to the amounts in each DCA MVA Option we make available at the daily equivalent of a specific annualized rate declared for that DCA MVA Option until the earliest of: 1) the date the entire amount in the DCA MVA Option is transferred from the DCA MVA Option, 2) the date the entire amount in the DCA MVA Option is withdrawn, 3) the date as of which any Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary, and 4) the Annuity Date.
- (f) Monthly transfers will be made during the Guarantee Period of the DCA MVA Option. Please refer to the "Transfers from DCA MVA Options" section below.

**MVA OPTION GUARANTEE PERIOD DURATIONS FOR DCA MVA OPTIONS:** We may offer certain MVA Option Guarantee Period durations only for use with the DCA MVA Options. These Guarantee Period durations are not available for existing Account Value.

**MARKET VALUE ADJUSTMENT FORMULA APPLICABLE TO DCA MVA OPTIONS:** The MVA Formula stated in the MVA Option Schedule Supplement is replaced with the Dollar Cost Averaging MVA Formula shown in the DCA Program Schedule Supplement. The Dollar Cost Averaging MVA Formula is used for purposes of determining the MVA, if any, applicable to DCA MVA Options to which assets are allocated. The formula is applied separately to each DCA MVA Option.

We do not apply an MVA to transfers made from DCA MVA Options or Optional Benefit Transfers (defined below). However, withdrawals or transfers from a DCA MVA Option made outside the DCA Program are subject to an MVA, assuming that no waiver of the MVA otherwise applies. If you cancel participation in the DCA Program, re-allocations of your Account Value due to cancellation are subject to an MVA. If you surrender the Annuity while participating in DCA MVA Options, the Surrender Value reflects any applicable MVA.

**TRANSFERS FROM DCA MVA OPTIONS:** Purchase Payments allocated to DCA MVA Options are transferred monthly and systematically, based on a duration we make available, to the Investment Options you specify. We will transfer amounts in a series of substantially equal amounts on each monthly transfer date. The first transfer from the DCA MVA Option is made as of the date of the allocation of the applicable Purchase Payment. The final transfer includes the interest credited during the period (but see the section below for the effect of withdrawals and Optional Benefit Transfers).

We will make transfers in accordance with your allocation instructions. You may change the Investment Options to which transfers from the DCA MVA Options are made by furnishing us with new allocation instructions in Good Order. Any transfers occurring after we receive your new allocation instructions will be made in accordance with the new instructions. Transfers from DCA MVA Options will be subject to the investment limitations applicable to any benefit provided under the Annuity. Transfers from DCA MVA Options do not count toward the maximum number of free transfers permitted under the Annuity, and you are not subject to a transfer fee for transfers from the DCA MVA Options. Transfers from DCA MVA Options, made in accordance with the rules of the DCA Program, are not subject to an MVA.

**EFFECT OF WITHDRAWALS AND OPTIONAL BENEFIT TRANSFERS ON DCA MVA OPTIONS:** We will recalculate the monthly transfer amount to reflect the reduction of Account Value in the DCA MVA Option caused by a withdrawal or transfer of Account Value from the DCA MVA Option made by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity ("Optional Benefit Transfer"). This recalculation may include some or all of the interest credited to the date of the next scheduled transfer. Any interest that is not included in the recalculated transfer amount will be paid with the final transfer amount, unless there is another subsequent withdrawal or Optional Benefit Transfer. Deductions of the Annual Maintenance Fee, Premium Based Charge, or any other charges for optional benefits are treated as withdrawals for this recalculation purpose. If a withdrawal or Optional Benefit Transfer reduces the monthly transfer amount below the Minimum Monthly Transfer Amount shown in the DCA Program Schedule Supplement, the remaining balance in the DCA MVA Option will be transferred on the next monthly transfer date to the most-recently selected Investment

Options applicable to the DCA MVA Option. If there is no Account Value remaining in the DCA MVA Option following a withdrawal or Optional Benefit Transfer, the DCA MVA Option will terminate.

**CANCELLATION:** You may cancel your participation in the DCA Program by submitting a request in Good Order. Your Account Value in all current DCA MVA Options will be allocated to the Investment Options according to the instructions provided with your cancellation notice. If you have not provided any allocation instructions, we will allocate your Account Value in the DCA MVA Option(s) on a pro-rata basis to the Sub-accounts to which your Account Value is then allocated, excluding any Sub-accounts to which you are not permitted to electively allocate or transfer Account Value. If your Account Value is not allocated to any Sub-accounts at the time of cancellation, we will allocate your Account Value in the DCA MVA Option(s) to a money market Investment Option. Re-allocations of Account Value in DCA MVA Options, due to your cancellation of participation in the DCA Program, may be subject to an MVA.

**PRUCO LIFE INSURANCE COMPANY**



[ \_\_\_\_\_ ]

Secretary

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**MARKET VALUE ADJUSTMENT (“MVA”) OPTION RIDER**

This Rider is made part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of your Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider’s terms will revert to the provisions in the Annuity, except as may be provided below. This Rider describes the “Market Value Adjustment Options” we make available for allocation of your Account Value. This Rider should be read in conjunction with any applicable Death Benefit Rider(s), any Dollar Cost Averaging (“DCA”) Program Rider, and any Riders providing for optional benefits which are made a part of your Annuity.

**IN THE ACCUMULATION PERIOD, PAYMENTS AND VALUES PROVIDED UNDER THIS RIDER MAY BE SUBJECT TO A MARKET VALUE ADJUSTMENT, RESULTING IN UPWARD OR DOWNWARD ADJUSTMENTS IN AMOUNTS PAYABLE, AND ARE NOT GUARANTEED. THE MARKET VALUE ADJUSTMENT APPLIES TO WITHDRAWALS AND TRANSFERS FROM A MARKET VALUE ADJUSTMENT OPTION WHICH ARE MADE MORE THAN 30 DAYS BEFORE THE END OF A GUARANTEE PERIOD, EXCEPT AS SPECIFIED IN THIS RIDER.**

**Effective Date:** The Effective Date of this Rider is shown in the Market Value Adjustment (“MVA”) Option Schedule Supplement.

**Definitions:**

**Account Value:** The definition of “Account Value” in your Annuity is modified by this Rider to include, not only any allocations to the Sub-accounts, but to also include the value of any allocation to an MVA Option we make available under this Rider. Account Value is determined separately for each MVA Option and then totaled and added to the value of the allocations to the Sub-accounts, in determining the Account Value for your Annuity. Account Value of each MVA Option includes a Market Value Adjustment (defined below), if applicable.

**Crediting Rates:** Interest rates credited to MVA Options during the Guarantee Period.

**Guarantee Period:** The period of time during the Accumulation Period during which we credit a fixed rate of interest to an MVA Option.

**Guaranteed Minimum Interest Rate:** This is the minimum rate of interest we will credit to an MVA Option during its Guarantee Period. The Guaranteed Minimum Interest Rate is determined in accordance with applicable state law. The Guaranteed Minimum Interest Rate is shown in the MVA Option Schedule Supplement.

**Market Value Adjustment (“MVA”):** A positive or negative adjustment used to determine the Account Value in an MVA Option.

**Market Value Adjustment Option (“MVA Option”):** An Investment Option to which a fixed rate of interest is credited for a specified Guarantee Period. The MVA Option is supported by assets in the MVA Separate Account listed in the MVA Option Schedule Supplement.

**Maturity Date:** The last day in a Guarantee Period.

**MVA Separate Account:** The separate account listed in the MVA Option Schedule Supplement used in relation to MVA Options.

**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.

**Surrender Value:** The definition of “Surrender Value” in your Annuity also includes an adjustment for the amount of any applicable MVA.

**Unadjusted Account Value:** The Account Value prior to the application of any MVA.

As of the Effective Date of the Rider, your Annuity is modified to include MVA Options among the Investment Options to which you may allocate Account Value. The following sections, describing the operation of these MVA Options, are made a part of your Annuity:

## I. MVA OPTIONS

Each MVA Option earns a fixed rate of interest throughout its duration (the “Guarantee Period”). We may allow you to invest in multiple MVA Options. We may limit the amount of your Account Value you may allocate to the MVA Options.

The Guarantee Period for an MVA Option begins: (a) when all or part of a Purchase Payment is allocated to that particular MVA Option; or (b) upon transfer of any of your Account Value to that particular MVA Option.

We may offer multiple Guarantee Period durations. To the extent permitted by law, we may at any time offer Guarantee Period durations that differ from those available when your Annuity was issued. Upon maturity of an MVA Option, we may stop, limit, or restrict the availability of certain Guarantee Period durations that we make available. We may discontinue making MVA Options available for transfers of Account Value or allocation of new Purchase Payments. If we do so, we will notify you. We may limit availability of certain Guarantee Period durations if, by electing an MVA Option with such a Guarantee Period duration, its Maturity Date would occur after the Annuity Date. We may offer multiple Guarantee Periods of equal duration, but with different Crediting Rates. We may limit access to certain Guarantee Period durations, depending on the use of the Annuity.

**Crediting Rates:** We credit interest to amounts allocated to an MVA Option at the daily equivalent of the Crediting Rate in effect for that Guarantee Period duration when the allocation is made. We declare the Crediting Rates applicable to the various Guarantee Period durations we offer. Crediting Rates are expressed in terms of effective annualized rates of interest. The Crediting Rate is guaranteed throughout the Guarantee Period of each MVA Option. We will inform you of the Crediting Rate for an MVA Option, as well as its Maturity Date, when we confirm your allocation.

The Crediting Rates will never be less than the Guaranteed Minimum Interest Rate shown in the MVA Option Schedule Supplement.

**Annual Maintenance Fee and Premium Based Charge:** If any portion of your Account Value is allocated to an MVA Option at the time an Annual Maintenance Fee or Premium Based Charge would be deducted from your Annuity, the Annual Maintenance Fee and/or the Premium Based Charge will be deducted from the MVA Options only in the event the Account Value in the Sub-accounts is not enough to satisfy the Annual Maintenance Fee and/or Premium Based Charge. If this happens: (1) the Annual Maintenance Fee shown in the MVA Option Schedule Supplement will be substituted for the Annual Maintenance Fee shown in the Annuity Schedule; (2) we will deduct only that portion of the Premium Based Charge that does not reduce the Unadjusted Account Value below the Premium Based Charge Waiver Amount shown in the Annuity Schedule;

and (3) the Annual Maintenance Fee and/or Premium Based Charge will be deducted from the MVA Options in the same order as described in the "Allocation Rules for MVA Options" section for the order of withdrawals from multiple MVA Options.

## II. ACCOUNT VALUE OF MVA OPTIONS

The Account Value of each MVA Option is the amount allocated to the MVA Option at the start of its Guarantee Period, plus the interest credited during its Guarantee Period, less any withdrawals, transfers, and any charges assessed, multiplied by the MVA factor, if applicable. We value each MVA Option separately.

We use a formula to determine any applicable MVA factor and any MVA applicable to surrenders, withdrawals or transfers from MVA Options ("the MVA Formula"). The formula is applied separately to each MVA Option. The MVA formula is set forth in the MVA Option Schedule Supplement.

We do not apply an MVA:

- in determining the Account Value of a MVA Option on its Maturity Date or within the immediately preceding thirty days;
- to amounts distributed as Required Minimum Distributions which we have calculated and provided through a program of systematic withdrawals we make available;
- when Account Value is transferred from the MVA Option by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity;
- when we deduct from the Account Value for any applicable Annual Maintenance Fees, Premium Based Charges, or charges for optional benefits;
- on the Annuity Date; or
- when a Death Benefit is determined.

We reserve the right to waive the Liquidity Factor shown in the MVA Option Schedule Supplement under certain circumstances including, but not limited to, the amount to be refunded if you exercise the Right to Cancel.

## III. ALLOCATION RULES FOR MVA OPTIONS

**Withdrawals:** Unless we receive other instructions from you prior to a withdrawal, withdrawals are taken pro-rata from the Investment Options, including any MVA Options to which you have allocated Account Value, based on the then current Account Values in such Investment Options. For purposes of calculating the applicable portion to deduct from MVA Options, the Account Value in all your MVA Options is deemed to be in one Investment Option.

If Account Value is to be withdrawn from multiple MVA Options and you do not provide instructions indicating the MVA Options from which Account Value should be taken, then: (a) we take Account Value first from the MVA Option with the shortest amount of time remaining to the end of its Guarantee Period, and then from the MVA Option with the next shortest amount of time remaining to the end of its Guarantee Period, etc.; and (b) if there are multiple MVA Options with the same amount of time left in each Guarantee Period, then among such MVA Options we first take Account Value from the MVA Option that has the shortest Guarantee Period duration. If multiple MVA Options with equal Guarantee Period durations have the same amount of time left to the end of such Guarantee Periods, we withdraw amounts proportionately from those MVA Options based on the then current Account Value.

While withdrawals from an MVA Option on its Maturity Date, or within the preceding 30 days, are not subject to an MVA, such withdrawals may be subject to any applicable charges or fees, as shown in the Annuity Schedule.

Should you request a transaction that would reduce the Account Value remaining in an MVA Option below the Minimum Investment Option Amount shown in the Annuity Schedule, we reserve the right to add the balance of your Account Value in the applicable MVA Option to the transaction and reduce your balance in that MVA Option to zero, subject to any applicable MVA.

**Transfers:** Transfers of Account Value from an MVA Option on its Maturity Date, or within the immediately preceding thirty days, are not subject to a Transfer Fee and are not counted in determining whether other transfers may be subject to a Transfer Fee. We reserve the right to require two business days' notice prior to any transfer from an MVA Option if the amount to be transferred exceeds the MVA Transfer Limit shown in the MVA Option Schedule Supplement. Transfers from the MVA Options, including those made by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity, follow the same order as described in the second paragraph of the above "Withdrawals" section.

#### **IV. MATURITY OF AN MVA OPTION**

An MVA Option ends on the earliest of: the Maturity Date of the Guarantee Period, the date the entire amount in the MVA Option is withdrawn or transferred, the Annuity Date, the date the Annuity is surrendered, and the date as of which a Death Benefit is determined unless the Annuity is continued by a Spouse Beneficiary.

We will notify you before an MVA Option matures. You may elect to have the value of the MVA Option on its Maturity Date transferred to any Investment Option, including any MVA Option, we then make available.

If we do not receive instructions from you in Good Order at our Service Office before the Maturity Date of the MVA Option, regarding how the Account Value in your maturing MVA Option is to be allocated, we will allocate the Account Value in the maturing MVA Option to a money market Investment Option, unless the Maturity Date is the Annuity Date.

#### **V. MVA SEPARATE ACCOUNT**

Assets supporting our obligations based on Account Value invested in the MVA Options are held in the MVA Separate Account shown in the MVA Option Schedule Supplement. The MVA Separate Account is a "non-unitized" separate account established under the laws of the State of Arizona. Such obligations are based on the interest rates we credit to MVA Options and the terms of the annuities. These obligations do not depend on the investment performance of the assets in the MVA Separate Account. There are no discrete units in the MVA Separate Account. No party with rights under any annuity participates in the investment gain or loss from assets in the MVA Separate Account. Such gain or loss accrues solely to us.

We retain the risk that the value of the assets in the MVA Separate Account may drop below the reserves and other liabilities we must maintain. Should the value of the assets in the MVA Separate Account drop below the reserves and other liabilities we must maintain in relation to the annuities supported by such assets, we will transfer assets from our General Account to the MVA Separate Account to make up the difference. We have the right to transfer to our General Account any assets of the MVA Separate Account in excess of such reserves and other liabilities. We maintain assets in the MVA Separate Account supporting a number of annuities we offer. These assets may only be charged with liabilities that arise from such annuities and not with liabilities arising from any other business we may conduct.

## VI. DEATH BENEFIT

The calculation of the Basic Death Benefit described in your Annuity, exclusive of any Death Benefit rider made a part of your Annuity, will be equal to your Unadjusted Account Value on the date we receive Due Proof of Death. The impact of any MVA on any other Death Benefit is described in the Death Benefit Rider(s) made a part of your Annuity.

## VII. MODIFICATION OF GENERAL PROVISIONS

The "General Provisions" section of the Annuity is modified as follows:

- (1) The "Deferral of Transactions" sub-section of the General Provisions is modified such that, if we defer a distribution or transfer from an MVA Option for more than thirty days, we will pay interest as required by state law.
- (2) The "Reserved Rights" sub-section of the General Provisions is expanded to include the right to combine the MVA Separate Account shown in the MVA Option Schedule Supplement with other "non-unitized" separate accounts.

## VIII. TERMINATION OF THIS RIDER

**Termination due to Death:** This Rider terminates automatically as of the date the Annuity's Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary.

**Termination on the Annuity Date:** This Rider terminates automatically as of the Annuity Date.

**Termination upon Surrender:** This Rider terminates upon surrender of the Annuity to which it is made a part.

**PRUCO LIFE INSURANCE COMPANY**

  
[ \_\_\_\_\_ ]  
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## O Series Variable Annuity Application Form

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Prudential Annuities Service Center  
2101 Welsh Road  
Dresher, PA 19025

### SECTION 1 ■ OWNERSHIP INFORMATION

#### A. TYPE OF OWNERSHIP

Individual  Custodian  UTMA/UGMA  Trust\*  Corporation\*  Other\* \_\_\_\_\_

\*If the Owner is a Trust, Corporation or other entity you must complete and submit the Certificate of Entity form with this application.

#### B. OWNER

Name (First, Middle, Last, or Trust / Entity)  Male  Female Birth Date (Mo / Day / Yr) SSN / TIN

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Street Address City State ZIP

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Telephone Number \_\_\_\_\_

U.S. Citizen  Resident Alien/Citizen of: \_\_\_\_\_

Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

#### C. CO-OWNER - Not available for entity-owned Annuities or Qualified Annuities.

Check here to designate the Co-Owners as each other's Primary Beneficiary.

Name (First, Middle, Last)  Male  Female Birth Date (Mo / Day / Yr) SSN / TIN

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Street Address City State ZIP

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

U.S. Citizen  Resident Alien/Citizen of: \_\_\_\_\_

Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

Relationship to Owner: \_\_\_\_\_

#### D. ANNUITANT - Complete this Section if the Annuitant is not the Owner.

Name (First, Middle, Last)  Male  Female Birth Date (Mo / Day / Yr) SSN / TIN

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Street Address City State ZIP

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

U.S. Citizen  Resident Alien/Citizen of: \_\_\_\_\_

Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

Networking No.

Annuity No. (If established)

**FOR BROKER/DEALER USE ONLY** \_\_\_\_\_



## SECTION 2 ■ BENEFICIARY INFORMATION

- For Custodial IRA contracts, the Custodian must be listed as the Beneficiary.
- For Qualified contracts (Profit Sharing Plan, 401(k), etc.) other than an IRA or SEP-IRA, the Plan must be listed as the Beneficiary.

Indicate classifications of each Beneficiary. Percentage of benefit for all Primary Beneficiaries must total 100%. Percentage of benefit for all Contingent Beneficiaries must total 100%. If the Co-Owners have been chosen as each other's Primary Beneficiary, then only Contingent Beneficiaries may be designated below.

|                                     |                    |                            |                    |
|-------------------------------------|--------------------|----------------------------|--------------------|
| Name (First, Middle, Last)          |                    | Birth Date (Mo / Day / Yr) |                    |
| _____ / _____ / _____               |                    | _____ / _____ / _____      |                    |
| <input type="checkbox"/> Primary    | Relationship _____ | SSN/TIN _____              | Percentage _____ % |
| <input type="checkbox"/> Contingent | _____              | _____                      | _____ %            |

|                                     |                    |                            |                    |
|-------------------------------------|--------------------|----------------------------|--------------------|
| Name (First, Middle, Last)          |                    | Birth Date (Mo / Day / Yr) |                    |
| _____ / _____ / _____               |                    | _____ / _____ / _____      |                    |
| <input type="checkbox"/> Primary    | Relationship _____ | SSN/TIN _____              | Percentage _____ % |
| <input type="checkbox"/> Contingent | _____              | _____                      | _____ %            |

|                                     |                    |                            |                    |
|-------------------------------------|--------------------|----------------------------|--------------------|
| Name (First, Middle, Last)          |                    | Birth Date (Mo / Day / Yr) |                    |
| _____ / _____ / _____               |                    | _____ / _____ / _____      |                    |
| <input type="checkbox"/> Primary    | Relationship _____ | SSN/TIN _____              | Percentage _____ % |
| <input type="checkbox"/> Contingent | _____              | _____                      | _____ %            |

## SECTION 3 ■ ANNUITY INFORMATION

### A. EXISTING ANNUITY OR LIFE INSURANCE COVERAGE

1. Do you have any existing Annuity or Life Insurance Contracts?  Yes  No

*If yes, a State Replacement Form is required for NAIC model regulation states.*

2. Will the Annuity being applied for replace (in whole or in part) one or more existing Annuity or Life Insurance Contracts?  Yes  No *If yes, complete the following and submit a State Replacement Form, if required.*

|              |                          |             |
|--------------|--------------------------|-------------|
| Company Name | Policy or Annuity Number | Year Issued |
| _____        | _____                    | _____       |

Use Section 7 of this Application to specify additional coverage.

### B. TYPE OF CONTRACT BEING REQUESTED

|                                        |                                   |                                       |                                                     |                                                |
|----------------------------------------|-----------------------------------|---------------------------------------|-----------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Non-Qualified | <input type="checkbox"/> SEP-IRA* | <input type="checkbox"/> Roth 401(k)* | <input type="checkbox"/> 457(b)*(gov't. entity)     | <input type="checkbox"/> 401*(Plan Year) _____ |
| <input type="checkbox"/> IRA           | <input type="checkbox"/> Roth IRA | <input type="checkbox"/> 403(b)*      | <input type="checkbox"/> 457(b)*(501(c) tax-exempt) | <input type="checkbox"/> Other _____           |

\*The following information is required if the contract being requested is an employer plan.

|                                  |                         |
|----------------------------------|-------------------------|
| Employer Plan No. (if available) | Employer Plan Phone No. |
| _____                            | _____                   |

|                    |                            |
|--------------------|----------------------------|
| Employer Plan Name | Employer Plan Contact Name |
| _____              | _____                      |

|                |       |       |       |
|----------------|-------|-------|-------|
| Street Address | City  | State | ZIP   |
| _____          | _____ | _____ | _____ |



## SECTION 3 ■ ANNUITY INFORMATION (continued)

### C. PURCHASE PAYMENTS

Make all checks payable to Pruco Life Insurance Company. Purchase Payment amounts may be restricted by Pruco Life; please see your prospectus for details.

#### QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial estimated payment(s).

- Transfer ..... \$ \_\_\_\_\_
- Rollover ..... \$ \_\_\_\_\_
- Direct Rollover ..... \$ \_\_\_\_\_
- IRA / Roth IRA  
Contribution ..... \$ \_\_\_\_\_ for tax year \_\_\_\_\_

If no year is indicated, contribution defaults to current tax year.

#### NON-QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial estimated payment(s).

- 1035 Exchange ..... \$ \_\_\_\_\_
- Amount Enclosed ..... \$ \_\_\_\_\_
- CD Transfer or  
Mutual Fund Redemption . . . \$ \_\_\_\_\_

### D. OPTIONAL BENEFITS

Riders may not be available in all states or may vary. If elected, additional charges, age and investment restrictions may apply. Please see the prospectus for full details.

#### Living Benefits (ONLY ONE may be chosen.)

##### Income Benefits

- Highest Daily Lifetime® Income
- Spousal Highest Daily Lifetime® Income

## SECTION 4 ■ INVESTMENT SELECTION *NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS*

### A. 6 OR 12 MONTH DOLLAR COST AVERAGING (DCA) PROGRAM - Please see the prospectus for details on this program.

If not enrolling in 6 or 12 Month DCA, proceed to Section 4B.

If enrolling in 6 or 12 Month DCA, check the applicable box and proceed to Section 4B to select the Portfolios to which your DCA transfers will be allocated. You may not participate in both the 6 and 12 Month DCA at the same time.

**6 or 12 Month DCA may not be available in all states.**

- 6 Month DCA \_\_\_\_\_ % of purchase payments **OR**  12 Month DCA \_\_\_\_\_ % of purchase payments

*If you choose to allocate less than 100% of your purchase payment to the 6 or 12 month DCA program, the remaining percentage of your purchase payment will be allocated to the investments you select in Section 4B.*



## SECTION 4 ■ INVESTMENT SELECTION *NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS* (continued)

### B. INVESTMENT ALLOCATIONS

If you are electing an optional living benefit in Section 3D, you must choose from **ONE** of the following three options:

- 1. **Prudential Portfolio Combinations:** You may pick **ONE** of the Prudential Portfolio Combinations in Box 1; **OR**
- 2. **Asset Allocation Portfolios:** Indicate the percent of your investment for each Asset Allocation Portfolio. Allocations made among these portfolios must total 100% (BOX 2); **OR**
- 3. **Custom Portfolios Program:** You must allocate at least 30% among the individual portfolios listed in BOX 3 and the remaining percentage among the individual portfolios listed in BOX 2 and BOX 4 in any percent combinations. The Custom Portfolios Program will automatically be rebalanced quarterly to the allocations selected.

If you are **NOT** electing an optional living benefit, you may pick one of the Prudential Portfolio Combinations in Box 1; OR allocate among any of the portfolios listed in BOXES 2, 3, or 4 in any percentage combination totaling 100%.

### AUTOMATIC REBALANCING - Available for options 1 or 2 above or if you are NOT electing an optional living benefit

Check here if you would like the below percentages to rebalance. Indicate the day of the month and frequency.

Day of the Month (1st - 28th) \_\_\_\_\_ Rebalancing Frequency:  Monthly  Quarterly  Semi-Annually  Annually

### BOX 1 | Prudential Portfolio Combinations

|                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Combination 1</b><br>50% AST Capital Growth Asset Allocation<br>30% Franklin Templeton VIP Founding Funds Allocation Fund<br>20% AST First Trust Capital Appreciation Target | <input type="checkbox"/> <b>Combination 2</b><br>20% Franklin Templeton VIP Founding Funds Allocation Fund<br>20% AST FI Pyramis® Asset Allocation<br>20% AST CLS Growth Asset Allocation<br>20% AST First Trust Capital Appreciation Target<br>20% AST Advanced Strategies | <input type="checkbox"/> <b>Combination 3</b><br>20% AST Horizon Growth Asset Allocation<br>30% AST Academic Strategies Asset Allocation<br>50% AST Schroders Multi-Asset World Strategies                                                  |
| <input type="checkbox"/> <b>Combination 4</b><br>35% AST Balanced Asset Allocation<br>35% AST T. Rowe Price Asset Allocation<br>30% AST First Trust Balanced Target                                      | <input type="checkbox"/> <b>Combination 5</b><br>40% AST T. Rowe Price Asset Allocation<br>15% AST CLS Moderate Asset Allocation<br>15% AST First Trust Balanced Target<br>30% AST Advanced Strategies                                                                      | <input type="checkbox"/> <b>Combination 6</b><br>20% AST Horizon Moderate Asset Allocation<br>50% AST Academic Strategies Asset Allocation<br>20% AST Schroders Multi-Asset World Strategies<br>10% AST J.P. Morgan Strategic Opportunities |
| <input type="checkbox"/> <b>Combination 7</b><br>20% AST T. Rowe Price Asset Allocation<br>80% AST Preservation Asset Allocation                                                                         | <input type="checkbox"/> <b>Combination 8</b><br>60% AST Preservation Asset Allocation<br>40% AST J.P. Morgan Strategic Opportunitites                                                                                                                                      | <input type="checkbox"/> <b>Combination 9</b><br>25% AST Preservation Asset Allocation<br>75% AST J.P. Morgan Strategic Opportunitites                                                                                                      |

Over time, the percentage that each Asset Allocation Portfolio you are invested in represents to your Account Value may vary from the original allocation percentage within the Prudential Portfolio Combination you selected. We will not automatically rebalance your variable Account Value to stay consistent with that original allocation, unless you specifically direct us to do so in the **Automatic Rebalancing** section above. In providing these Portfolio Combinations, we are not providing investment advice. You and your Financial Professional are responsible for determining which Portfolio Combinations or Sub-account(s) are best for you.

### BOX 2 | Asset Allocation Portfolios %

| Traditional                                                                    | Tactical                                                             | Alternative                                                         |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> AST Balanced Asset Allocation                         | <input type="checkbox"/> AST CLS Growth Asset Allocation             | <input type="checkbox"/> AST Academic Strategies Asset Allocation   |
| <input type="checkbox"/> AST Capital Growth Asset Allocation                   | <input type="checkbox"/> AST CLS Moderate Asset Allocation           | <input type="checkbox"/> AST Advanced Strategies                    |
| <input type="checkbox"/> AST FI Pyramis® Asset Allocation                      | <input type="checkbox"/> AST Horizon Growth Asset Allocation         | <input type="checkbox"/> AST J.P. Morgan Strategic Opportunities    |
| <input type="checkbox"/> AST Preservation Asset Allocation                     | <input type="checkbox"/> AST Horizon Moderate Asset Allocation       | <input type="checkbox"/> AST Schroders Multi-Asset World Strategies |
| <input type="checkbox"/> AST T. Rowe Price Asset Allocation                    | <input type="checkbox"/> AST Horizon Moderate Asset Allocation       |                                                                     |
| <input type="checkbox"/> Franklin Templeton VIP Founding Funds Allocation Fund | <b>Quantitative</b>                                                  |                                                                     |
|                                                                                | <input type="checkbox"/> AST First Trust Balanced Target             |                                                                     |
|                                                                                | <input type="checkbox"/> AST First Trust Capital Appreciation Target | <b>BOX 2 Total</b> _____ %                                          |

### BOX 3 | Bond Portfolios %

|                                                      |                                                           |                            |
|------------------------------------------------------|-----------------------------------------------------------|----------------------------|
| <input type="checkbox"/> AST PIMCO Total Return Bond | <input type="checkbox"/> AST Western Asset Core Plus Bond | <b>BOX 3 Total</b> _____ % |
|------------------------------------------------------|-----------------------------------------------------------|----------------------------|

(Continued)



## SECTION 4 ■ INVESTMENT SELECTION *NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS* (continued)

### BOX 4 | Additional Portfolios %

#### Large-Cap Growth

- AST Goldman Sachs Concentrated Growth
- AST Jennison Large-Cap Growth
- AST Marsico Capital Growth
- AST MFS Growth
- AST T. Rowe Price Large-Cap Growth

#### Large-Cap Blend

- AST QMA US Equity Alpha

#### Large-Cap Value

- AST AllianceBernstein Core Value
- AST AllianceBernstein Growth & Income
- AST American Century Income & Growth
- AST BlackRock Value
- AST Jennison Large-Cap Value
- AST Large-Cap Value

#### Mid-Cap Growth

- AST Goldman Sachs Mid-Cap Growth
- AST Neuberger Berman Mid-Cap Growth

#### Mid-Cap Value

- AST Mid-Cap Value
- AST Neuberger Berman / LSV Mid-Cap Value

#### Fixed Income

- AST High Yield
- AST Lord Abbett Bond-Debenture
- AST Money Market
- AST PIMCO Limited Maturity Bond
- AST T. Rowe Price Global Bond

#### Small-Cap Growth

- AST Federated Aggressive Growth
- AST Neuberger Berman Small-Cap Growth
- AST Small-Cap Growth

#### Small-Cap Value

- AST Goldman Sachs Small-Cap Value
- AST Small-Cap Value

#### International Equity

- AST International Growth
- AST International Value
- AST JP Morgan International Equity
- AST MFS Global Equity
- AST Parametric Emerging Markets Equity

#### Specialty Portfolio

- AST Cohen & Steers Realty
- AST Global Real Estate
- AST T. Rowe Price Natural Resources

BOX 4 Total  %

CUMULATIVE (TOTAL 100%)  %

## SECTION 5 ■ E-DOCUMENTS

By checking, providing my e-mail address below and signing Section 9, I consent to accept documents electronically for my variable annuity. E-mail notifications will be provided indicating that documents are available and will include instructions on how to quickly and easily access them on-line.

I understand that I will receive documents including but not limited to: statements, confirmations, privacy notices and prospectuses electronically, if available, until I notify Prudential that I am revoking my consent at which time I will begin receiving paper documents by mail. I also understand there are no fees charged by Prudential for the e-Documents service or for paper documents. See your Internet Service Provider for any other access fees that may apply.

E-mail Address

## SECTION 6 ■ FINANCIAL PROFESSIONAL AUTHORIZATION

**If not checked** we will assume that your answers are “**YES**” (except in Nevada and Utah, where we will assume your answer is “**NO**”) to Perform Contract Maintenance and Provide Investment/Allocation Instructions. For definitions, see Definitions and Disclosures.

**DO YOU AUTHORIZE** your Financial Professional to perform any of the designated activities below?  Yes  No  
Please indicate what designated activities you authorize your Financial Professional to have:

- Perform Contract Maintenance**
- Provide Investment/Allocation Instructions**

## SECTION 7 ■ ADDITIONAL INFORMATION

**If needed for:** • Special Instructions • Beneficiaries • Contingent Annuitant (for custodial business only)  
• Annuity Replacement • Entity Authorized Individuals



## SECTION 8 ■ NOTICES & DISCLAIMERS

**ARIZONA:** Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

**CALIFORNIA:** If any Owner(s) (or Annuitant for entity-owned contracts) is age 60 or older, you are required to complete the "Important Information for Annuities Issued or Delivered in California" form.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MAINE:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NORTH CAROLINA:** North Carolina residents must respond to this question:

1. Did you receive a prospectus for this annuity?  
 Yes  No
2. Do you believe the annuity meets your financial objectives and anticipated future financial needs?  
 Yes  No

**OHIO:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA: WARNING** — Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony

**OREGON and VERMONT:** Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**TENNESSEE, VIRGINIA, and WASHINGTON:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**ALL OTHER STATES:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



## SECTION 9 ■ OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S)

By checking this box and signing below, I consent to receiving the prospectus for this variable annuity on the compact disc (the "CD Prospectus") contained within the sales kit for this annuity. I acknowledge that I (i) have access to a personal computer or similar device (ii) have the ability to read the CD Prospectus using that technology and (iii) am willing to incur whatever costs are associated with using and maintaining that technology. With regard to prospectus supplements and other amended/updated prospectuses created in the future, I understand that such documents may be delivered to me in paper form.

- I understand that if I have purchased another Non-Qualified Annuity from Pruco Life or an affiliated company this calendar year that they will be considered as one annuity for tax purposes. If I take a distribution from any of these contracts, the taxable amount of the distribution will be reported to me and the IRS based on the earnings in all such contracts purchased during this calendar year; and
- This variable annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs; and
- I understand that annuity payments, benefits or surrender values, when based on the investment experience of the separate contract investment options, are variable and not guaranteed as to a dollar amount;
- I represent to the best of my knowledge and belief that the statements made in this application are true and complete.
- I acknowledge that I have received a current prospectus for this annuity.
- Amounts allocated to an MVA Option may be subject to a Market Value Adjustment if withdrawn or transferred at any time other than during the 30 day period prior to the MVA Option's Maturity Date. See prospectus for details.

**Note: For Trusts, Corporations or other Entity-owned Applications: This application must be accompanied by a completed Certificate of Entity Ownership Form.**

**REQUIRED** ▶ State where signed \_\_\_\_\_

**(If application is signed in a State other than the Owner's State of Residence, a Contract Situs Form may be required.)**

### OWNER'S TAX CERTIFICATION (SUBSTITUTE W-9)

Under penalty of perjury, I certify that the taxpayer identification number (TIN) I have listed on this form is my correct TIN. I further certify that the citizenship/residency status I have listed on this form is my correct citizenship/residency status.

I have been notified by the Internal Revenue Service that I am subject to backup withholding due to underreporting of interest or dividends.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

**SIGN HERE** ▶ \_\_\_\_\_ / /  
Owner's signature Month Day Year

**TITLE (If Any)** ▶ \_\_\_\_\_  
*If signing on behalf of an entity, you must indicate your official title / position with the entity; if signing as a Trustee for a Trust, please provide the Trustee designation.*

**SIGN HERE** ▶ \_\_\_\_\_ / /  
Co-Owner's signature Month Day Year

**SIGN HERE** ▶ \_\_\_\_\_ / /  
Annuitant signature (if different from Owner) Month Day Year



## SECTION 10 ■ FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURE(S)

### A. FINANCIAL PROFESSIONAL

Name (First, Middle, Last)

\_\_\_\_\_ %

ID Number

Telephone Number

E-mail

\_\_\_\_\_

Name (First, Middle, Last)

\_\_\_\_\_ %

ID Number

Telephone Number

E-mail

\_\_\_\_\_

### B. BROKER/DEALER

Name

\_\_\_\_\_

### C. REQUIRED QUESTIONS

Do you have any reason to believe that this applicant has any existing annuity or life insurance coverage?

Yes  No

Do you have any reason to believe that the annuity applied for is to replace existing annuity or life insurance contracts?

*If yes, submit a State Replacement Form, if required.*

Yes  No

### FINANCIAL PROFESSIONAL STATEMENT

I am authorized and/or appointed to sell this variable annuity. I have fully discussed and explained the variable annuity features and charges including restrictions to the Owner. I believe this variable annuity is suitable given the Owner's investment time horizon, goals and objectives, and financial situation and needs. I represent that: (a) I have delivered current applicable prospectuses and any supplements for the variable annuity (which includes summary descriptions of the underlying investment options); and (b) have used only current Pruco Life approved sales material.

**I certify that I have truly and accurately recorded on this application the information provided by the applicant. I acknowledge that Pruco Life will rely on this statement.**

**SIGN HERE** ▶

\_\_\_\_\_  
Financial Professional signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

**SIGN HERE** ▶

\_\_\_\_\_  
Financial Professional signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

SERFF Tracking Number: PRUD-126904786 State: Arkansas  
 Filing Company: Pruco Life Insurance Company State Tracking Number: 47628  
 Company Tracking Number: P-O/IND(5/11)  
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
 Variable and Variable  
 Product Name: P-O/IND(5/11)  
 Project Name/Number: P-O/IND(5/11)/P-O/IND(5/11)

## Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Application

**Comments:**

Application for this policy filing is attached for review and approval on the Forms Schedule Tab

**Item Status:** **Status Date:**

**Satisfied - Item:** Cover Letter

**Comments:**

**Attachment:**

O Series Arkansas Filing Cover Letter.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Statements of Variability

**Comments:**

**Attachments:**

P-O-IND(5-11) Memo of Variability.pdf  
 P-OVAA\_5-11\_ Memo of Variability Generic.pdf  
 P-RID-DCA\_5-11\_ SOV.pdf  
 P-RID-MVA\_5-11\_ SOV.pdf  
 P-RID-ROP(5-11) SOV.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** AR 7

**Comments:**

**Attachment:**

AR - 7 dtd 1 13 11.pdf



**Prudential Annuities**  
One Corporate Drive  
Shelton, CT 06484

A business of Prudential Financial, Inc.

**VIA SERFF**

January 3, 2010

Honorable Jay Bradford, 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")  
NAIC No. 304-79227 FEIN No. 22-1944557

**Forms Submitted for Approval: See Exhibit "A"**

Dear Ms. Meeks:

The referenced Individual Deferred Variable Annuity forms are submitted for your review and approval. The enclosed forms are new and do not replace any other forms previously filed with the Department. It is our belief that there are no provisions in these forms that are unusual so that they deviate from standard industry practice.

**Individual Deferred Variable Annuity Contract Form P-O/IND(5/11)**

The enclosed Variable Annuity Contract provides for allocation of purchase payments to variable sub-accounts. Additional Purchase Payments may be made at the Owner's option. Withdrawals may be subject to a Contingent Deferred Sales Charge, depending on the "age" of the Purchase Payment being withdrawn. The Contract Form provides for a Premium Based Charge which is assessed quarterly. The Premium Based Charge is the sum of the Premium Based Charges applicable to each Purchase Payment made into the Annuity. Annuity payout amounts are fixed, not variable. The Contract Form provides for a death benefit payable upon the death of the Owner, or the Annuitant if the Owner is an entity.

We also enclose the following Benefit Riders and Application for use with Contract Form P-O/IND(5/11) and any other Annuity Contract Form approved by the Department with which their use is appropriate:

**Return of Adjusted Purchase Payments Death Benefit Rider P-RID-ROP(5/11)**

This Rider provides for a death benefit which is the greater of: (a) Adjusted Purchase Payments made to the Annuity through the date we receive due proof of death, reduced by withdrawals, and (b) the Account Value on the date we receive due proof of death. There is no charge for this Rider.

This Rider is substantially similar to previously-approved Return of Adjusted Purchase Payments Death Benefit Rider P-RID-ROP(2/10), however, the enclosed Rider has been modified to explain how a withdrawal impacts the death benefit value when the Highest Daily Lifetime Income Benefit Rider (see description below) is in effect at the time of withdrawal.

Rider P-RID-ROP(5/11) will be used with previously-approved Return of Adjusted Purchase Payments Death Benefit Schedule Supplement P-SCH-ROP(2/10). Note that the Statement of Variability applicable to this Schedule Supplement, as originally submitted to the Department, remains unchanged.

**Return of Adjusted Purchase Payments Death Benefit Rider P-RID-ROP(2/10) and Schedule Supplement P-SCH-ROP(2/10) were approved by the Department on November 3, 2009 under file number PRUD-126355908, State Tracking Number 43887.**

### **Dollar Cost Averaging (“DCA”) Program Rider P-RID-DCA(5/11)**

This Rider describes a Dollar Cost Averaging (“DCA”) Program Pruco may make available for new Purchase Payments. It is designed to transfer Account Value from a *short-term* Market Value Adjustment Option to other variable investment options selected by the Owner on a monthly basis for the duration of the DCA Program, until the amount in the DCA Program is depleted. Withdrawals from a DCA Program before it matures are subject to a market value adjustment which can be positive or negative.

The enclosed Rider, P-RID-DCA(5/11), is similar to previously-approved Dollar Cost Averaging Program Rider P-RID-DCA(2/10). However, the enclosed Rider has been modified: (1) to remove reference to Purchase Credits since there are no Purchase Credits available under Contract Form P-O/IND(5/11); and (2) to add Premium Based Charges to the fees and charges treated as withdrawals for purposes of recalculating the DCA monthly transfer amount.

The enclosed Rider will be used with previously-approved Dollar Cost Averaging Program Schedule Supplement P-SCH-DCA(2/10). The Statement of Variability applicable to this Schedule Supplement, as originally submitted to the Department, remains unchanged.

At launch, the Dollar Cost Averaging Program Rider and Schedule Supplement will be made a part of new issue contracts, although there is no requirement that the Owner allocate funds to DCA Options. There is no charge for this Rider.

**Dollar Cost Averaging Program Rider P-RID-DCA(2/10) and Schedule Supplement P-SCH-DCA (2/10) were approved by the Department on November 3, 2009 under file number PRUD-126355908, State Tracking Number 43887.**

### **Market Value Adjustment (“MVA”) Option Rider P-RID-MVA(5/11)**

This Rider describes *longer-term* Market Value Adjustment (“MVA”) Options Pruco may make available for new Purchase Payments as well as transfers from other variable investment options in the Annuity. Amounts deposited into MVA Programs are credited a fixed rate of interest for the duration of the MVA Option. Withdrawals and transfers from an MVA Option more than 30 days before its maturity are subject to a market value adjustment which can be positive or negative. Assets supporting Pruco’s obligations in connection with both the shorter-term and longer-term MVA Options are held in a non-unitized, insulated separate account.

The enclosed Rider, P-RID-MVA(5/11), is similar to previously-approved Market Value Adjustment Option Rider P-RID-MVA(2/10). However, the enclosed Rider has been modified: (1) to allow for deducting Premium Based Charges from the MVA Options if the Account Value allocated to the Sub-accounts is insufficient and (2) to remove reference to Purchase Credits.

The enclosed Market Value Adjustment Option Rider will be used with previously-approved Market Value Adjustment Option Schedule Supplement P-SCH-MVA(2/10). The Statement of Variability applicable to this Schedule Supplement, as originally submitted to the Department, remains unchanged.

At launch, the Market Value Adjustment Rider and Schedule Supplement will be made a part of new issue contracts, although there is no requirement that the Owner allocate funds to MVA Options and Pruco reserves the right to not make MVA Options available at any time. There is no charge for this Rider.

**Market Value Adjustment Option Rider P-RID-MVA(2/10) and Schedule Supplement P-SCH-MVA(2/10) were approved by the Department on November 3, 2009 under file number PRUD-126355908, State Tracking Number 43887.**

### **Application Form P-OVAA(5/11)**

Application form P-OVAA(5/11) will be used with Annuity Contract Form P-O/IND(5/11); it may be used as a paper application, or in electronic format (.pdf) on a representative’s laptop.

### **Memoranda of Variable Material**

Enclosed are Memoranda of Variable Material indicating the range of values or the variability of the information shown within brackets in the Schedule of Annuity Contract Form P-O/IND(5/11) and Application Form P-

OVAA(5/11). We reserve the right to change the information shown within brackets, without refiling with your Department, based on new business requirements and any specific classifications of annuity holders to which we wish to offer these benefits. We confirm that, should we wish to change any information in the Memorandum of Variable Material, we will file the updated Memorandum of Variable Material with the Department before implementing any change.

### **Use of Previously-Approved Forms**

For your information, the following previously-approved annuity endorsements, riders and schedule supplements will be used with Contract Form P-O/IND(5/11):

- **Return of Adjusted Purchase Payment Death Benefit Schedule Supplement P-SCH-ROP(2/10)** (referenced above).
- **Dollar Cost Averaging Program Schedule Supplement P-SCH-DCA(2/10)** (referenced above).
- **Market Value Adjustment Option Schedule Supplement P-SCH-MVA(2/10)** (referenced above).
- **Medically Related Surrender Endorsement P-END-MRS(2/10) and Schedule Supplement P-SCH-MRS(2/10)**. The Medically Related Surrender Endorsement waives Contingent Deferred Sales Charges if the Owner is diagnosed with a fatal illness or is confined in a medical care facility prior to making a withdrawal.
- **Individual Retirement Annuity Endorsement P-END-IRA(2/10)**. This Endorsement will be used with annuities so that they may qualify as IRAs under the requirements set forth in the Internal Revenue Code.
- **Roth Individual Retirement Annuity Endorsement P-END-ROTH(2/10)**. This Endorsement will be used with annuities so that they may qualify as Roth IRAs under the requirements set forth in the Internal Revenue Code.
- **403(b) Annuity Endorsement P-END-403(2/10)**. This Endorsement will be used with annuities so that they may qualify under Section 403(b) of the Internal Revenue Code.
- **Entity Continuation Endorsement form P-END-ENT(9/06)**. The Entity Continuation Endorsement makes provision for spousal continuation of an annuity when a custodial account is established to hold retirement assets for the benefit of the Annuitant pursuant to the Internal Revenue Code.
- **Highest Daily Lifetime Income Benefit Rider P-RID-HD (1/11) and Highest Daily Lifetime Income Benefit Schedule Supplement P-SCH-HD (1/11)**. This optional Highest Daily Lifetime Income Benefit is a guaranteed lifetime benefit that allows for withdrawals each year, up to a stated amount, regardless of the account value in the annuity.
- **Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider P-RID-HD-LIA(1/11) and Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Schedule Supplement P-SCH-HD-LIA(1/11)**. This optional Highest Daily Lifetime Income with Lifetime Income Accelerator is a guaranteed lifetime benefit similar to the Highest Daily Lifetime Income Benefit, except that the amount that can be withdrawn each year is increased in the case of nursing facility confinement or certain physical limitations.

**With the exception of the Entity Continuation Endorsement, the Highest Daily Lifetime Income Benefit Rider and Schedule Supplement, and the Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider and Schedule Supplement, the previously-approved forms listed above were approved by the Department on November 3, 2009 under file number PRUD-126355908, State Tracking Number 43887.**

**The Entity Continuation Endorsement was approved by the Department on October 17, 2006.**

**The Highest Daily Lifetime Income Benefit Rider and Schedule Supplement were approved by the Department on September 14, 2010 under file number PRUD-126808077, State Tracking Number 46764.**

**The Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider and Schedule Supplement were approved by the Department on September 20, 2010 under file number PRUD-126815406, State Tracking Number 46799.**

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The annuity forms submitted are designed for use for qualified and non-qualified sales, as defined in the Internal Revenue Code. Should the forms be used with certain qualified sales described under the Internal Revenue Code, the appropriate tax endorsement, listed above, will be provided to the annuity holder and will be made part of the annuity to satisfy any federal qualified usage requirements.

A registration statement is being filed with the Securities and Exchange Commission ("SEC"). We expect the prospectus for these benefits to be declared effective. We confirm that we will not market or conduct sale of the annuity forms listed in Exhibit A until the prospectus is declared effective.

Please note that actuarial memoranda, and any related material, are enclosed with this submission. These actuarial memoranda are annuity product-specific. Any certifications or other materials we believe you require are also enclosed.

We believe that federal law exempts these forms from any "Flesch score" or readability requirements in your statutes or regulations. Unless otherwise informed, we reserve the right to alter the pagination, layout, including sequential order, color, and typeface of these forms. We confirm any such change will be in conformance with your State's filing requirements. From time to time we may use administrative codes/bar-coding information for inventory purposes. If we do, such information will appear in the "white space" beyond the text of the form and the state-filed form number, and will not alter either the text or the form number of the form. 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.

Please contact the undersigned if you have any comments or questions concerning this submission.

Very truly yours,

A handwritten signature in black ink, appearing to read "Suzanne Hurel". The signature is fluid and cursive, written over a white background.

Suzanne Hurel  
Vice President, Contracts  
Telephone: 1-800-628-6039 X57197  
Fax: 203-944-7737  
Email: Suzanne.hurel@prudential.com

Enclosures

## Exhibit "A"

| <b>FORM NUMBER</b>                | <b>DESCRIPTION</b>                                                                         |
|-----------------------------------|--------------------------------------------------------------------------------------------|
| <b>P-O/IND(5/11)</b>              | Individual Variable Annuity Contract                                                       |
| <b>P-RID-ROP(5/11)</b>            | Return of Adjusted Purchase Payments Death Benefit Rider                                   |
| <b>P-RID-DCA(5/11)</b>            | Dollar Cost Averaging ("DCA") Program Rider                                                |
| <b>P-RID-MVA(5/11)</b>            | Market Value Adjustment ("MVA") Option Rider]                                              |
| <b>P-OVAA(5/11)</b>               | Application Form to be used with Individual Annuity Contract P-O/IND(5/11)                 |
| <b>Previously-Approved Forms:</b> |                                                                                            |
| <b>P-SCH-ROP(2/10)</b>            | Return of Adjusted Purchase Payment Death Benefit Schedule Supplement                      |
| <b>P-SCH-DCA(2/10)</b>            | Dollar Cost Averaging Program Schedule Supplement                                          |
| <b>P-SCH-MVA(2/10)</b>            | Market Value Adjustment Option Schedule Supplement]                                        |
| <b>P-END-MRS(2/10)</b>            | Medically Related Surrender Endorsement                                                    |
| <b>P-SCH-MRS(2/10)</b>            | Medically Related Surrender Schedule Supplement                                            |
| <b>P-END-IRA(2/10)</b>            | Individual Retirement Annuity Endorsement                                                  |
| <b>P-END-ROTH(2/10)</b>           | Roth Individual Retirement Annuity Endorsement                                             |
| <b>P-END-403(2/10)</b>            | 403(b) Annuity Endorsement                                                                 |
| <b>P-END-ENT(9/06)</b>            | Entity Continuation Endorsement                                                            |
| <b>P-RID-HD (1/11)</b>            | Highest Daily Lifetime Income Benefit Rider                                                |
| <b>P-SCH-HD (1/11)</b>            | Highest Daily Lifetime Income Benefit Schedule Supplement                                  |
| <b>P-RID-HD-LIA(1/11)</b>         | Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider               |
| <b>P-SCH-HD-LIA(1/11)</b>         | Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Schedule Supplement |

**PRUCO LIFE INSURANCE COMPANY**

**MEMORANDUM OF VARIABILITY FOR  
INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY  
CONTRACT FORM P-O/IND(5/11)**

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

**VARIATIONS BY ANNUITY PURCHASER:**

Annuity Number  
Issue Date  
Type of Business  
Owner(s), Date of Birth, Sex  
Annuitant, Date of Birth, Sex  
Purchase Payment

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

**Corporate Address and Service Office Address:** These are the corporate address of Pruco Life Insurance Company and the office where the Annuity is serviced. If either address changes, purchasers will be given notice of the change.

**Purchase Payment Limitation:** If there is a limit on acceptance of Purchase Payments, this item will indicate the date on which we will no longer accept Purchase Payments. Currently we will accept Purchase Payments up until the day before the later of: the oldest Owner's 81<sup>st</sup> birthday (the Annuitant's 81<sup>st</sup> birthday if the Owner is an entity) or the first anniversary of the Issue Date of the Annuity. In the future, the limiting age may be as low as the oldest Owner's (Annuitant's) 76<sup>th</sup> birthday or as high as the Owner's (Annuitant's) 86<sup>th</sup> birthday, and the date could be as late as the fifth anniversary of the Issue Date. If there is no limit on acceptance of Purchase Payments, this item will indicate that there is no limitation.

**Minimum Additional Purchase Payment:** This item is currently shown as \$100. In the future this item may range from \$25 to \$1,000.

**Minimum Additional Purchase Payment Under Automatic Purchase Plans:** This item is currently shown as \$50. In the future this item may range from \$10 to \$250.

**Contingent Deferred Sales Charge (CDSC):** The schedule of Contingent Deferred Sales Charges applicable to a Purchase Payment is set when the Purchase Payment is made and is based on the total of Purchase Payments in the Annuity (including the new Purchase Payment) when the new Purchase Payment is made. The "age" of a Purchase Payment, when it is withdrawn, determines the applicable CDSC Percentage. Changes in this item will only apply to new issues and specific classes of Annuity purchasers. The duration of time a CDSC may apply will not exceed 10 years. The CDSC charge will not be less than 0%, nor more than 10%. While the number of "Total Purchase Payment Amount" categories may vary, the lowest "Total Purchase Payment Amount" category would not use a breakpoint less than \$5,000, and the highest "Total Purchase Payment Amount" category would not use a breakpoint greater than \$50 million.

**Minimum Withdrawal Amount:** This item is currently shown as \$100. In the future this item may range from \$10 to \$250.

**Maximum Free Withdrawal Percentage:** This item is a percent of Purchase Payments, on a cumulative or non-cumulative basis. In the future, the percentage used for this item may range from 1% to 20% on a cumulative or non-cumulative basis. This item is currently shown as 10% of Purchase Payments on a non-cumulative basis.

**Minimum Surrender Value After a Partial Withdrawal:** This item is currently shown as \$2,000. The range for this item is \$500 to \$2,500.

**Minimum Investment Option Amount:** This is the minimum amount which can be allocated to an investment option. This item is currently shown as \$50. The range for this item is \$25 to \$250.

**Insurance Charge:** This charge is expressed as an annual rate and is deducted daily based on the Account Value allocated to the Sub-accounts. Any increases or decreases in such Account Value based on market fluctuations of the Sub-accounts will affect the charge. The Insurance Charge rate may be constant over the life of the Annuity, or it may decrease after a stated Annuity anniversary. The Insurance Charge stated in the base contract is supplemented by the Insurance Charge applicable to any Death Benefit Rider made a part of the Annuity. The Insurance Charge shown in the base Annuity contract will not be less than 0.25% of Account Value, nor more than 2.0% of Account Value in any annuity year.

**Annual Maintenance Fee:** This item currently provides for an annual fee of the lesser of \$50 or 2% of Account Value if the sum of the Purchase Payments made into the Annuity at the time the fee is due is less than \$50,000. We reserve the right to raise or lower the Annual Maintenance Fee and the Purchase Payment aggregate amount over which we waive this fee. The Annual Maintenance Fee will not exceed \$50. The amount over which we would waive this fee would not exceed \$250,000.

**Transfer Fee:** Currently we would apply a \$10 Transfer Fee after the 20<sup>th</sup> transfer per Annuity Year. The range for the Transfer Fee is \$10 to \$20. The number of free transfers will not be less than 8 or more than 20.

**Minimum Transfer Amount:** Currently this item is shown in the Annuity as \$50. In the future, this item may range from \$10 to \$250. We reserve the right to waive this minimum for certain transfers, e.g., electronic transfers.

**Premium Based Charge:** The Premium Based Charge applicable to a Purchase Payment is based on the total of all Purchase Payments that have been made to the Annuity on the date the new Purchase Payment is made that are subject to the Charge. Currently the Premium Based Charge can be as high as 0.1750% (0.70% annually) down to 0.0375% (0.15% annually). In the future the Premium Based Charge can be as high as 0.3125% (1.25% annually) down to 0.025% (0.10% annually). While the number of "Total Purchase Payment Amount" categories may vary, the lowest "Total Purchase Payment Amount" category would not use a breakpoint less than \$5,000, and the highest "Total Purchase Payment Amount" category would not use a breakpoint greater than \$50 million. Changes in this item will only apply to new issues and specific classes of Annuity purchasers.

**Premium Based Charge Period:** Currently the Premium Based Charge Period is applicable to each Purchase Payment and is applied quarterly for 28 quarters (7 years). In the future, the period may be as short as 16 quarters (4 years) or as long as 40 quarters (10 years). Changes in this item will only apply to new issues and specific classes of Annuity purchasers.

**Premium Based Charge Waiver Amount:** Currently the waiver is applied to the portion of a Premium Based Charge that would result in the Account Value falling below the lesser of \$500 or 5% of the sum of Purchase Payments on the date the Premium Based Charge is due. In the future, if the waiver is applicable, the dollar amount in the formula may range from \$100 to \$1000, and the percentage may range from 1% to 10%. Changes in this item will only apply to new issues and specific classes of Annuity purchasers.

**Latest Available Annuity Date:** The Latest Available Annuity Date may be the date of, or the first date of the calendar month following, the oldest Owner's or Annuitant's attainment of a specific age, whichever comes first. This age may range from age 90 to age 100. This item is currently shown as the first day of the calendar month first following the oldest Owner's or Annuitant's 95<sup>th</sup> birthday. Any changes in this item would apply to new issues or different classes of Annuity purchasers only.

**Earliest Available Annuity Date:** The Earliest Available Annuity Date may be as early as one year after the Issue Date, or as late as four years after the Issue Date. This item is currently shown in the Annuity as three years from the Issue Date. Any changes in this item would apply to new issues or different classes of Annuity purchasers only.

**Minimum Annuity Payment:** This item will take into account applicable regulatory requirements. This item is currently shown as \$100 per month, and will not change once annuity payments commence. In the future this item may range from \$20 to \$250, but any such change would only apply to new issues.

**Minimum Surrender Value at Annuitization:** This is the minimum Surrender Value which we require on the Annuity Date in order to begin annuity payments. If the Surrender Value is less than this minimum amount, we will pay the Surrender Value in a lump sum. Currently this item is shown as \$2,000. In the future we may change this item for new issues. The range for this item is \$1,000 to \$5,000.

**Default Annuity Option:** Currently the default annuity option is the Life Income Annuity Option with a 10 Year Period Certain, or a shorter duration if the life expectancy of the Annuitant at annuitization is less than 10 years. We may change the default option to another annuity option we make available, recognizing that any period certain may be shorter for Annuitants whose life expectancy is less than the default Period Certain at annuitization. Any such change would only apply to new issues.

**Variable Separate Account:** This is the separate account that supports the variable Sub-accounts. The "Reserved Rights" provision in the Annuity describes changes we reserve the right to make with respect to this Separate Account.

**Riders and Endorsements Made a Part of the Annuity on the Issue Date:** If this item is included, it will consist of a list of the Riders and Endorsements attached to the Annuity on its Issue Date.

## PRUCO LIFE INSURANCE COMPANY

### MEMORANDUM OF VARIABLE MATERIAL FOR INDIVIDUAL VARIABLE ANNUITY APPLICATION FORM: P-OVAA(5/11)

#### For Use With Any Annuities Approved/Acknowledged by the Department of Insurance

Brackets in the referenced Application form designate any information that may change or may vary for new issues. For any designated class of annuity purchaser the information shown within brackets in the referenced application form will not be applied or changed in a discriminatory manner.

**ADMINISTRATIVE SECTIONS:** We view any information indicated in the lower right hand corner of the Application to be administrative in nature and not made part of the Application. Any information we place in this location is subject to change based on business needs. Such administrative information assists us in identifying or tracking certain information.

**BAR CODING:** We reserve the right to include bar codes to assist us with tracking and/or identifying application information.

**FORMATTING:** We reserve the right to make formatting changes based on any revisions to the Application form. Such changes include, but are not limited to, changes in layout, typeface, color, sequential order, and pagination.

**PRODUCT NAME:** The Application form will indicate the annuity product for which the annuity purchaser is applying. We reserve the right to add Service Marks (<sup>SM</sup>) where we deem appropriate and to subsequently change any Service Marks to Registered Trademarks (®) when appropriate. The product name is currently listed as "Premier Retirement O Series." At the time of this filing, the product name had not been finalized. The product name will either remain as is or be changed to "Premier Retirement Modified B Series," or "Premier Retirement E Series."

**ANNUITY SERVICE CENTER CONTACT INFORMATION:** The current address, telephone number, web site, etc. are as indicated in the Application. These are subject to change over time.

**SECTION 1A OWNERSHIP INFORMATION – TYPE OF OWNERSHIP:** This section is bracketed to indicate that we may revise this section depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 1B OWNERSHIP INFORMATION – OWNER:** This section is bracketed to indicate that we may revise this section and the information collected in this section, or request additional information in this section depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 1C OWNERSHIP INFORMATION – CO-OWNER:** This section is bracketed to indicate that, we may revise this section and the information collected in this section, or request additional information in this section depending on product-specific rules and requirements, including any regulatory requirements. It is possible that we may not allow Co-Ownership for certain annuity products we develop, in which case this section will be removed from the Application.

**SECTION 1D OWNERSHIP INFORMATION – ANNUITANT:** This section is bracketed to indicate that we may revise this section and the information collected in this section, or request additional information in this section depending on product-specific rules and requirements, including any regulatory requirements.

**FOR BROKER/DEALER USE:** We may move this information to another section of the Application form or change it or delete it entirely, based on the Company's business requirements.

**SECTION 2 BENEFICIARY INFORMATION:** This section is bracketed to indicate we may revise this section and the information collected in this section, or request additional information in this section depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 3A ANNUITY INFORMATION -- EXISTING ANNUITY OR LIFE INSURANCE COVERAGE:** This section is subject to change based on any changes to replacement regulations and other regulatory requirements.

**SECTION 3B ANNUITY INFORMATION -- TYPE OF CONTRACT BEING REQUESTED:** The type of contract may vary depending on any specific annuity product we may offer. This section may also be changed based on any new regulatory requirements.

**SECTION 3C ANNUITY INFORMATION -- PURCHASE PAYMENTS:** This section is subject to change based on changes to the Company's business requirements or any federal or state requirements.

**SECTION 3D ANNUITY INFORMATION -- OPTIONAL BENEFITS:** We reserve the right to discontinue offering for new business any of the optional benefits described within in this section. We also reserve the right to add new optional benefits we may develop in the future which have been acknowledged or approved by the Insurance Department. In addition, we reserve the right to modify or change any descriptions or footnotes for any given optional benefit, and to change any marketing name currently shown. We also reserve the right to add or change any Service Marks (<sup>SM</sup>) or Registered Trademarks (®) when appropriate.

**SECTION 4A AND 4B INVESTMENT SELECTION:** We may, from time to time, change the investment options available for any annuity product. We reserve the right to indicate in these sections any investment options limitations/restrictions.

**SECTION 5 E-DOCUMENTS:** This section may change or be deleted or modified over time to reflect any changes that may be required for specific annuity products, or to reflect changes in electronic processes or business requirements.

**SECTION 6 FINANCIAL PROFESSIONAL AUTHORIZATION:** This section may change based on the Company's business need and any regulatory requirements. Based on state, firm or other business requirements, we will refer to the producer throughout the application with one of the following terms: "Financial Professional," "Agent" or "Insurance Licensed Registered Representative"

**SECTION 8 NOTICES & DISCLAIMERS:** This section may change based on any regulatory requirements. In addition, we reserve the right to delete any information shown in this section and to move the information to other forms, as permitted.

**SECTION 9 OWNER ACKNOWLEDGEMENTS AND SIGNATURES:** This section is contained in brackets to indicate the information shown may change based on product-specific requirements, regulatory requirements, and business needs.

**SECTIONS 10A, 10B AND 10C FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURES—FINANCIAL PROFESSIONAL, BROKER/DEALER, REQUIRED QUESTIONS:** These sections may change based on the Company's business need and any regulatory requirements, including replacement requirements. Based on state, firm or other business requirements, we will refer to the producer throughout the application with one of the following terms: "Financial Professional," "Agent" or "Insurance Licensed Registered Representative."

**PRUCO LIFE INSURANCE COMPANY**  
**MEMORANDUM OF VARIABILITY FOR**  
**DOLLAR COST AVERAGING (“DCA”) PROGRAM RIDER**  
**P-RID-DCA(5/11)**

Brackets in the referenced Rider designate any variable material. For any designated class of Annuity purchaser the values shown within brackets in the referenced Rider will not be applied in a discriminatory manner.

|                            |                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Company Address</b>     | The current Company address is as indicated in the referenced annuity forms. The address is subject to change over time.                                       |
| <b>Officer’s Signature</b> | The Officer’s signature is shown within brackets to indicate that we reserve the right to change such information based on any possible future officer change. |

**PRUCO LIFE INSURANCE COMPANY**  
**MEMORANDUM OF VARIABILITY FOR**  
**MARKET VALUE ADJUSTMENT (“MVA”) OPTION RIDER**  
**P-RID-MVA(5/11)**

Brackets in the referenced Rider designate any variable material. For any designated class of Annuity purchaser the values shown within brackets in the referenced Rider will not be applied in a discriminatory manner.

|                            |                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Company Address</b>     | The current Company address is as indicated in the referenced annuity forms. The address is subject to change over time.                                       |
| <b>Officer’s Signature</b> | The Officer’s signature is shown within brackets to indicate that we reserve the right to change such information based on any possible future officer change. |

**PRUCO LIFE INSURANCE COMPANY**  
**MEMORANDUM OF VARIABILITY FOR**  
**RETURN OF ADJUSTED PURCHASE PAYMENTS DEATH BENEFIT RIDER**  
**P-RID-ROP(5/11)**

Brackets in the referenced Rider designate any variable material.

|                            |                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Company Address</b>     | The current Company address is as indicated in the referenced annuity form. The address is subject to change over time.                                        |
| <b>Officer's Signature</b> | The Officer's signature is shown within brackets to indicate that we reserve the right to change such information based on any possible future officer change. |

**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 Regulation #33 Articles VI, VII, IX, and XI, Regulation #34, as well as Arkansas Insurance Code 23-81-118, and Regulation 33 Article IV Section 3(g) regarding the forms numbers submitted on the attached cover letter.



Suzanne Hurel – Vice President, Contracts

January 13, 2011

Date



**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 Form Numbers: (Please see cover letter for complete list of submitted forms)



Suzanne Hurel – Vice President, Contracts

December 16, 2010

Date