

SERFF Tracking Number: PRUD-127112332 State: Arkansas
 Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 48924
 Company Tracking Number: PRGA-GA-2020-SAF-ED-AR
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: GA-2020-SAF
 Project Name/Number: GA-2020-SAF/GA-2020-SAF

Filing at a Glance

Company: Prudential Retirement Insurance and Annuity Company

Product Name: GA-2020-SAF SERFF Tr Num: PRUD-127112332 State: Arkansas

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- Closed State Tr Num: 48924

Sub-TOI: A03G.002 Flexible Premium Co Tr Num: PRGA-GA-2020-SAF- ED-AR State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Disposition Date: 06/08/2011

Authors: Dan Arcure, Anna Caravella, Kenneth Costello, Elaina Ditillo, Susan Eckler-Kerns, Mary Figured, Loretta Forsythe, Jessica Frazier, Henry Hom, Timothy Hopkin, Ann Jadro, Jessica Kaimo, Laurie Kaszuba, Lois Kelly, Thuan Witte, Kelli Gaughan, Corinne Trichilo, James Malloy, Samantha Michaud, Karen Mooney, Leigh Ann Potter, David Rauschenberger, Suzi Roe, Jessica Roman, Paul Sanderson, Lynn Vega, John Blodgett, Kara Vellucci, Laurie Alapick, Gregory Orban, Michelle Cota, Ines Zabala-Izower, Erin Laurent, Claudia Torres, Laura Davies, Tom DeFressine, Kimberly DiGiovanni, Christine Cerep, Patti Schuldenfrei

Date Submitted: 05/27/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

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General Information

Project Name: GA-2020-SAF
Project Number: GA-2020-SAF
Requested Filing Mode:
Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Employer
Filing Status Changed: 06/08/2011
State Status Changed: 06/08/2011
Created By: Jessica Frazier
Corresponding Filing Tracking Number: PRGA-GA-2020-SAF-ED-AR
Filing Description:

Status of Filing in Domicile: Authorized
Date Approved in Domicile: 04/26/2011
Domicile Status Comments: Our domicile state, Connecticut, approved the Riders on April 26, 2011.
Market Type: Group
Group Market Size: Small and Large
Overall Rate Impact:
Deemer Date:
Submitted By: Elaina Ditillo

We enclose for approval on a general basis Group Annuity Contract Riders GA-2020-SAF and IOC-SAF ("Riders"). The Riders are new and do not replace any form previously filed with the Department.

GA-2020-SAF will be issued with Group Annuity Contract Form GA-2020-IA-0805 (approved by the Department on 09/21/2005), and IOC-SAF will be issued with Group Annuity Contract Form GR9733 (approved by the Department on 03/18/2004). The Riders may also be issued with any other approved contract forms.

The Riders describe non-guaranteed separate accounts that will be available as part of a new sub-advised investment platform. Prudential Retirement Insurance and Annuity Company ("PRIAC") will hire registered investment advisers that will be responsible for investment management. PRIAC will not be responsible for selection, de-selection, oversight, or investment decisions of the designated investment managers.

The separate accounts will be offered to pension and profit sharing plans qualified under Section 401(a) of the Internal Revenue Code and government sponsored deferred compensation plans qualified under Section 457 of the Internal Revenue Code.

The Riders may be issued as part of a new contract or as an amendment to an in-force contract. When the Riders are issued as an amendment, an amendment cover page will be used.

The material enclosed in brackets on the Riders is variable, subject to change as described in the enclosed Memoranda of Variability. The Riders, when issued, may vary in format and company logo.

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The filing fee of \$100.00 is being sent via EFT. The fee was calculated on this basis: Filing two riders - \$50.00 for each rider. Please note that our domiciliary state, Connecticut, does not charge a filing fee, therefore, retaliatory filing fees are not applicable.

Company and Contact

Filing Contact Information

Ann Jadro, Second Vice President ann.jadro@prudential.com
 Prudential 732-482-8870 [Phone]
 200 Wood Avenue South 732-482-8946 [FAX]
 Iselin, NJ 08830

Filing Company Information

Prudential Retirement Insurance and Annuity Company CoCode: 93629 State of Domicile: Connecticut
 280 Trumbull Street Group Code: 304 Company Type: Life
 Hartford, CT 06103 Group Name: State ID Number:
 (860) 534-2890 ext. [Phone] FEIN Number: 06-1050034

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$50.00 x 2 forms = \$100.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Prudential Retirement Insurance and Annuity Company	\$100.00	05/27/2011	48141650

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	06/08/2011	06/08/2011

SERFF Tracking Number: PRUD-127112332 *State:* Arkansas
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Product Name: GA-2020-SAF
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Disposition

Disposition Date: 06/08/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-127112332 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Memorandum of Variability for GA-2020-SAF	Yes	Yes
Supporting Document	Memorandum of Variability for IOC-SAF	Yes	Yes
Supporting Document	Arkansas Certification	Yes	Yes
Form	GA-2020-SAF	Yes	Yes
Form	IOC-SAF	Yes	Yes

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Form Schedule

Lead Form Number: GA-2020-SAF

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GA-2020-SAF	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			GA-2020-SAF.pdf
	IOC-SAF	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			IOC-SAF.pdf

SEPARATE ACCOUNT F INVESTMENT ADDENDUM

- 1.1 Separate Account F, as referenced in this Addendum, is each separate account maintained by Prudential Retirement Insurance and Annuity Company (PRIAC) that is described in the Appendix to this Addendum. We segregate Separate Account F assets from PRIAC's other assets. Separate Account F assets are only subject to the claims of investors participating in this Separate Account F.

We maintain and operate each Separate Account F in accordance with the following paragraphs.

- (A) **MINIMUM BALANCE.** Notwithstanding anything to the contrary in this Agreement, We may require the Investor to make an initial Deposit to a Separate Account F equal to any minimum specified in the Appendix to this Addendum. We may also terminate the Investor's participation in a Separate Account F if the value of the Plan's assets is less than such minimum. Upon such termination the provisions of Section 1.4(A) – (C) of this Addendum shall apply.
- (B) **INVESTMENTS.** Separate Account F assets will be invested as described in the Appendix. ^A[Each separate account's assets will be invested primarily either in
- (a) publicly issued bonds or common stocks of domestic or non-United States companies or other equity securities of domestic or non-United States companies, or other types of equity investments or debt types of investments,
 - (b) units of other separate accounts that We maintain or
 - (c) interests in other commingled investment funds that invest primarily in either common stocks or other types of equity investments or debt types of investments.

However, the assets may be invested in any investment that is permissible under applicable law. We will credit/charge any income and any realized or unrealized gains or losses under Separate Account F without regard to its other income, gains or losses.]

- (C) **ACKNOWLEDGEMENT BY INVESTOR.** By investing in a Separate Account F, the Investor acknowledges that We will retain the registered investment advisor listed in the Appendix to this Addendum to manage the assets of the Plan invested in that Separate Account F and will enter into any agreements necessary in connection with the investments of Separate Account F, including, but not limited to such agreement(s) necessary for the investment in a commingled investment fund or a separate account. The terms and conditions of the agreement(s) PRIAC

enters into for a Separate Account F to invest in a commingled investment fund or a separate account are hereby deemed to be a part of the Appendix and are incorporated by reference. Each investment manager shall invest or reinvest the assets of a Separate Account F at its sole discretion in accordance with the investment guidelines for that Separate Account F. PRIAC shall not be responsible for the Plan's decision to invest in a Separate Account F and undertakes no responsibility to monitor the performance of the investment manager of any Separate Account F.

(D) SEPARATE ACCOUNT F EXPENSES. We may apply the following expenses to Separate Account F assets.

^B[(a) Separate Account Management Fee. This fee covers the investment management of Separate Account F assets. In addition, it covers expenses and taxes that We incur in establishing and maintaining each investment vehicle under this Addendum and may include amounts that may be available or used to pay the cost of the Plan's expenses. In determining a Plan's Separate Account F Unit Value, We apply the daily equivalent of the Plan's Separate Account Management Fee. The maximum aggregate annual rate of Management Fee will not exceed one and three fourth percent (1.75%).

(b) Other Separate Account Expenses. If applicable, We will deduct the following expenses directly from Separate Account F assets:

- (i) brokerage commissions, transfer taxes and other direct charges arising from the purchase or sale of investments or futures instruments under Separate Account F;
- (ii) other taxes, charges or expenses directly attributable to the operation of, or the assets held in, Separate Account F; and
- (iii) any expenses (including reasonable fees and expenses for the time spent by officers or employees of PRIAC) that We incur in the course of litigation, representation on any creditors' committees, or any other action that We determine is reasonably necessary or required to preserve or enhance the value

of Separate Account F assets.]

(E) SEPARATE ACCOUNT F UNIT. We divide Separate Account F into units of participation and We refer to each unit as a Separate Account F Unit. When We accept Deposits or Transfers into Separate Account F, We increase the number of Separate Account F Units. When We make Transfers, Distributions or Termination Disbursements from Separate Account F, We decrease the number of Separate Account F Units. We determine the increase or decrease in the number of Separate Account F Units by dividing (i) by (ii) where

(i) is the amount allocated to or withdrawn from Separate Account F, and

(ii) is the then current Separate Account F Unit Value.

(F) SEPARATE ACCOUNT F UNIT VALUE. We determine a Separate Account F Unit Value on each Valuation Date. The Unit Value is equal to (i) divided by (ii) where

(i) is the Market Value of Separate Account F, and

(ii) is the total number of Separate Account F Units.

The Separate Account F Unit Value on any date is equal to the amount determined on the Valuation Date coinciding with or last preceding such date.

(G) MARKET VALUE OF SEPARATE ACCOUNT F. We will determine the Market Value of Separate Account F for each Valuation Date. On any Valuation Date, We determine the Market Value under PRIAC's established procedures for valuing assets.

1.2 VALUATION. The value of the Plan assets invested in Separate Account F is an amount equal to (i) times (ii) where

(i) is the number of Separate Account F Accumulation Units credited to the Plan under this Addendum, and

(ii) is the Separate Account F Accumulation Unit Value for the Valuation Date.

(A) SEPARATE ACCOUNT F ACCUMULATION UNITS. When We accept a Deposit or Transfer for the Plan into Separate Account F, We credit the Plan with a number of Accumulation Units equal to (i) divided by (ii) where

- (i) is the Deposit or Transfer amount, and
- (ii) is the Separate Account F Accumulation Unit Value as of the Valuation Date on which We allocate the Deposit or Transfer amount to Separate Account F.

When We make a Transfer, Distribution or Termination Disbursement for the Plan from Separate Account F, We debit the Plan by the number of Separate Account F Accumulation Units equal to (i) divided by (ii) where

- (i) is the Transfer, Distribution or Termination Disbursement amount, and
- (ii) is the Separate Account F Accumulation Unit Value as of the Valuation Date on which We make the Transfer, Distribution or Termination Disbursement from Separate Account F.

(B) SEPARATE ACCOUNT F ACCUMULATION UNIT VALUE. The Separate Account F Accumulation Unit Value is the Separate Account F Unit Value adjusted to reflect any applicable Asset Charge described in the Expense Schedule.

(C) VALUATION DATE. A Valuation Date will occur on each day that We are open for business and an orderly financial market exists for investment transactions. We base all transactions processed on a Valuation Date on the value of Separate Account F investments as of the close of the financial market's business day.

1.3 LIMITATIONS. We may apply the following limitations.

(A) We may delay any Transfer, Distribution, or Termination Disbursement from Separate Account F for a period of up to ^C[thirty (30) days] if there is negative cash flow into Separate Account F and if We determine that liquidating investments would adversely affect remaining Investors in Separate Account F. In determining whether there is negative cash flow, We will consider all Investors' assets in Separate Account F as of the Valuation Date that applies to the Transfer, Distribution or Termination Disbursement.

(B) We may defer Transfers, Distributions or Termination Disbursements from Separate Account F under Section 3.3 of the Base Agreement if We determine that the value of a Transfer, Distribution or Termination Disbursement is not possible due to any of the following

circumstances:

- (a) The New York Stock Exchange is closed, other than customary weekend and holiday closings, or trading on the New York Stock Exchange is restricted;
- (b) An emergency exists as a result of which (i) disposal by PRIAC of assets that are underlying investments for Separate Account F is not reasonably practicable or (ii) it is not reasonably practicable for PRIAC fairly to determine the value of the assets in Separate Account F;
or
- (c) Such other periods as the Securities and Exchange Commission may by order permit for the protection of security holders of a registered investment company that is an underlying investment for Separate Account F.

^D[(C) We may restrict a Distribution or Termination Disbursement of any Transfers originally made to Separate Account F in accordance with Section ^E[1.8 or 1.9] of the ^E[Guaranteed Income Fund / Separate Account PPS] Investment Addendum under this Agreement.]

(D) In lieu of cash, all or a portion of the amount may be paid to You in the form of securities and/or cash if the amount of the Transfer, Distribution, or Termination Disbursement request exceeds the threshold specified in the Appendix to this Addendum.

(E) We may not accept Deposits or Transfers to a Separate Account F if:

- (a) its investment manager exercises a right in its investment management agreement to limit the amount deposited or transferred into that Separate Account F;
or.
- (b) the sponsor of a commingled investment fund in which the Separate Account F is invested exercises a right in the fund's governing documents to not accept amounts deposited or transferred into that Separate Account F for investment in the commingled investment fund.

(F) We have no obligation to complete any Transfer, Distribution or Termination Disbursement from a Separate Account F until we receive the cash or other form of payment from the commingled investment fund(s) in which that Separate Account F invests.

1.4 TERMINATION OF SEPARATE ACCOUNT F. We may terminate Separate Account F if

- (a) We determine that the continued operation of Separate Account F is no longer commercially desirable, and
- (b) We notify You in writing that We are terminating Separate Account F.

The following provisions apply as of the date We terminate Separate Account F.

- (A) We will not accept additional Deposits or Transfers into Separate Account F and We will not make additional Transfers, Distributions or Termination Disbursements from Separate Account F, except as provided in (B) and (C) below.
- (B) We will determine the amount of any outstanding Separate Account F Expenses, described in the preceding Section 1.1(D), and withdraw the amount from Separate Account F. We will also determine the amount of any outstanding Asset Charge attributable to Separate Account F and described in the Expense Schedule. We will withdraw the amount from Separate Account F unless You agree to pay the Asset Charge, as provided under Section 4.6 of the Base ^E[Agreement/Contract].
- (C) You may transfer the Plan assets invested in Separate Account F to any other investment option represented by an Addendum under this ^E[Agreement/Contract]. We will disburse the remaining value of the Plan assets invested in Separate Account F as You direct in writing.

F [SEPARATE ACCOUNT F APPENDIX

This Appendix references each Separate Account that We offer under the Separate Account F Investment Addendum as follows:

Separate Account	Separate Account Name/ Registered Investment Advisor	Minimum Balance*	Distribution Threshold*	Investments
SA-4AA	PIMCO Long Duration Bond Fund (IS Platform)	\$10,000,000	10%	Primarily publicly traded US dollar denominated debt securities
SA-4AB	MFS Large Cap Value Equity (IS Platform)/ MFS Investment Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AC	T.Rowe Price Large Cap Core Growth (IS Platform)/ T.Rowe Price Associates Inc	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AD	Goldman Sachs Mid Cap Value (IS Platform)/ Goldman Sachs Asset Management, L.P.	\$3,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AE	JP Morgan Mid Cap Value (IS Platform)/ JP Morgan Asset Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AF	Ridgeworth Mid Cap Value (IS Platform)/ Ridgeworth Capital Management, Inc.	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AG	Invesco Small Cap Value (IS Platform)/ Invesco Advisers, Inc.	\$5,000,000	10 %	Primarily common stocks and other types of equity investments
SA-4AH	NFJ International	\$5,000,000	10%	Primarily common

Separate Account	Separate Account Name/ Registered Investment Advisor	Minimum Balance*	Distribution Threshold*	Investments
	Value (IS Platform)/ Allianz Global Investors Capital, LLC			stocks and other types of equity investments
SA-4AI	MFS International Value (IS Platform)/ MFS Investment Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AJ	Jennison Mid Cap Growth (IS Platform)/ Jennison Associates LLC	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AK	Munder Mid Cap Growth (IS Platform)/ Munder Capital Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AL	Sentinel Small Company (IS Platform)/ Sentinel Asset Management, Inc.	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AM	Eagle Small Cap Growth (IS Platform)/ Eagle Asset Management, Inc.	\$1,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AN	Eagle Mid Cap Growth (IS Platform)/ Eagle Asset Management, Inc.	\$1,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AO	MFS International Growth Equity (IS Platform)/ MFS Investment Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AP	Oppenheimer International	\$5,000,000	10%	Primarily common stocks and other types of

Separate Account	Separate Account Name/ Registered Investment Advisor	Minimum Balance*	Distribution Threshold*	Investments
	Growth (IS Platform)/ OFI Institutional Asset Management, Inc			equity investments
SA-4AQ	Earnest Partners International Equity (IS Platform)/ Earnest Partners, LLC	\$1,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AR	JP Morgan Core Bond (IS Platform)/ JP Morgan Asset Management	\$10,000,000	10%	Primarily publicly traded US dollar denominated debt securities
SA-4AS	Goldman US Strategic Value (IS Platform)/ Goldman Sachs Asset Management, L.P.	\$1,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AT	Columbia Dividend Value (IS Platform)/ Columbia Management Investment Adv LLC	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AU	Lee Munder Mid Cap Value/ Lee Munder Capital Group LLC	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AV	Lee Munder Small Cap Value/ Lee Munder Capital Group LLC	\$5,000,000	10%	Primarily common stocks and other types of equity investments

Additional information regarding these Account(s) is available upon request.

*The amount shown is current as of the date of issuance of this Appendix. We reserve the right to change this amount. The current amount is available upon request.]

^A[8.02] SEPARATE ACCOUNT F

Separate Account F is each separate account maintained by the Insurance Company that is described in the Separate Account F Appendix. The only amounts which may be allocated to Separate Account F are amounts contributed in accordance with the terms of pension and profit sharing plans qualified under section 401 of the Internal Revenue Code, as amended or governmental plans as defined in section 414(d) of the Internal Revenue Code, as amended. The assets of Separate Account F are segregated from other assets of the Insurance Company, and are subject only to the claims of contracts participating in each separate account.

Separate Account F is maintained and operated by the Insurance Company in accordance with the following:

- (A) **MINIMUM BALANCE.** Notwithstanding anything to the contrary in this Contract, the Insurance Company may require the Contractholder to make an initial contribution to a Separate Account F equal to any minimum specified in the Appendix. The Insurance Company may also terminate the Contractholder's participation in a Separate Account F if the value of the Plan's assets is less than such minimum. Upon such termination the provisions of (A) – (C) of the Discontinuance of Separate Account F section shall apply.
- (B) **INVESTMENTS.** Separate Account F assets are invested as described in the Appendix.
^B[Each separate account's assets are invested primarily either in
 - (a) publicly issued bonds or common stocks of domestic or non-United States companies or other equity securities of domestic or non-United States companies or other types of equity investments or debt types of investments,
 - (b) units of other separate accounts that the Insurance Company maintains, or
 - (c) interests in other commingled investment funds that invest primarily in either common stocks or other types of equity investments or debt types of investments.]

However, the assets may be invested in any investment that is permissible under applicable law. The Insurance Company will credit/charge any income and any realized or unrealized gains or losses under Separate Account F without regard to its other income, gains or losses.

- (C) **ACKNOWLEDGEMENT BY CONTRACTHOLDER.** By investing in a Separate Account F, the Contractholder acknowledges that the Insurance Company will retain the registered investment advisor listed in the Appendix to manage the assets of the Plan invested in that Separate Account F and will enter into any agreements necessary in connection with the investments of Separate Account F, including, but not limited to such agreement(s) necessary for the investment in a commingled investment fund or a separate account. The terms and conditions of the agreement(s) the Insurance Company enters into for a Separate Account F to invest in a commingled investment fund or a separate account are hereby deemed to be a part of the Appendix and are incorporated by reference. Each investment manager shall invest or reinvest the assets of a Separate Account F at its sole discretion in accordance with the

investment guidelines for that Separate Account F. The Insurance Company shall not be responsible for the Plan's decision to invest in a Separate Account F and undertakes no responsibility to monitor the performance of the investment manager of any Separate Account F.

- (D) EXPENSES CHARGED TO SEPARATE ACCOUNT F.** Separate Account F may be charged with (1) a separate account management fee which covers the investment management of Separate Account F assets, expenses and taxes the Insurance Company incurs in establishing and maintaining each investment vehicle under the Appendix, and may include amounts that may be available or used to pay the cost of the Plan's expenses. The charge shall not exceed a maximum aggregate annual rate of one and three-fourth percent - 1.75%, (2) brokerage commissions, transfer taxes and other direct charges arising from the purchase or sale of investments or futures instruments thereunder, (3) other taxes, charges or expenses directly attributable to the operation of, or the assets held in, Separate Account F, and (4) any expenses (including reasonable fees and expenses for the time spent by officers or employees of the Insurance Company) which are incurred in the course of litigation, representation on any creditors' committees, or any other action which the Insurance Company determines is reasonably necessary or required to preserve or enhance the value of the assets of Separate Account F. In determining a Plan's Separate Account F Unit Value, the Insurance Company applies the daily equivalent of the Plan's Separate Account Management Fee.]
- (E) SEPARATE ACCOUNT F UNIT.** Separate Account F is divided into units of participation with each unit being referred to as a Separate Account F Unit. When an amount is allocated or transferred to Separate Account F, the number of Separate Account F Units is increased, and when an amount is withdrawn from Separate Account F, the number of Separate Account F Units is decreased. Such increase or decrease in the number of Separate Account F Units is determined by dividing the amount allocated to or withdrawn from Separate Account F by the then current Separate Account F Unit Value.
- (F) SEPARATE ACCOUNT F UNIT VALUE.** A Separate Account F Unit Value is determined by the Insurance Company on each Valuation Date and is equal to the Market Value of Separate Account F divided by the total number of Separate Account F Units on such date. The Separate Account F Unit Value on any date is equal to the amount so determined on the Valuation Date coinciding with or last preceding such date.
- (G) MARKET VALUE OF SEPARATE ACCOUNT F.** The Insurance Company will determine the Market Value of Separate Account F for each Valuation Date. The Market Value on any Valuation Date is based on the Insurance Company's established procedures for valuing assets.

VALUATION. The value of the portion of the Contract's share invested in Separate Account F is an amount equal to the product of the number of Accumulation F Units credited to such Account and the Accumulation F Unit Value for the Valuation Date.

- (A) ACCUMULATION F UNITS.** When an amount is allocated to the portion of a Contractholder's Account invested in Separate Account F, the Contractholder's Account is credited with the number of Accumulation F Units equal to the amount allocated divided by the Accumulation F Unit Value as of the Valuation Date when such amount is allocated to Separate Account F.

When an amount is transferred, distributed or disbursed from the portion of a Contractholder's Account invested in Separate Account F, the Contractholder's Account is debited by the number of Accumulation F Units equal to the amount transferred, distributed or disbursed divided by the Accumulation F Unit Value as of the Valuation Date when such amount is transferred, distributed or disbursed.

(B) ACCUMULATION F UNIT VALUE. The Accumulation F Unit Value is the Separate Account F Unit Value adjusted to reflect any applicable asset charge.

^D[(C) VALUATION DATE. A Valuation Date will occur on the last day of each month (or such other day as determined by the Insurance Company) on which the Insurance Company is open for business and there exists an orderly financial market for investment transactions.]

LIMITATIONS.

(A) Any transfer, distribution or disbursement from Separate Account F may be delayed for a period of up to ^E[thirty (30) days] if there is a negative cash flow into Separate Account F considering all contracts with funds in Separate Account F on the Valuation Date for such transfer or disbursement.

(B) Transfers, distributions or disbursements from Separate Account F may be deferred if a determination of the value of such distribution or disbursement is not possible because the Securities and Exchange Commission has suspended or otherwise restricted trading of securities or another emergency situation outside the control of the Insurance Company exists.

^F[(C) All distributions, disbursements or withdrawals from Separate Account F will be made by the Insurance Company in accordance with the terms of ^G[Section 3.01-.03 of this Contract].]

(D) In lieu of cash, all or a portion of the amount may be paid in the form of securities and/or cash if the amount of the distribution, disbursement or withdrawal request exceeds the threshold specified in the Appendix.

(E) The Insurance Company may not accept contributions or transfers to a Separate Account F if:

(a) its investment manager exercises a right in its investment management agreement to limit the amount deposited or transferred into that Separate Account F; or.

(b) the sponsor of a commingled investment fund in which the Separate Account F is invested exercises a right in the fund's governing documents to not accept amounts deposited or transferred into that Separate Account F for investment in the commingled investment fund.

(F) The Insurance Company has no obligation to complete any distribution, disbursement or withdrawal from a Separate Account F until the Insurance Company receives the cash or other form of payment from the commingled investment fund(s) in which that Separate Account F invests.

CONTRACT TERMINATION. On or after the date this Contract is terminated, no further amounts may be allocated or transferred to Separate Account F. As of the date this Contract is terminated, the Insurance Company will withdraw and distribute the value of this Contract's share of Separate Account F in accordance with ^G[Section 5.03]. All withdrawals at contract termination may be deferred in accordance with ^G[(A), (B) and (C) above.]

DISCONTINUANCE OF SEPARATE ACCOUNT F. Separate Account F may be discontinued if the Insurance Company determines that Separate Account F is no longer commercially feasible and notifies the Contractholder in writing that the Separate Account will be discontinued.

As of the date Separate Account F is discontinued:

- (A) No further contributions to Separate Account F will be accepted by the Insurance Company and no further withdrawals or transfers will be honored except as provided in (B) and (C) below;
- (B) The Insurance Company will determine an amount equal to the expenses which are unpaid or due hereunder and withdraw such amount from Separate Account F;
- (C) The remaining value of this Contract's share of Separate Account F will be distributed in accordance with the Contractholder's written instructions to be effective as of the date of discontinuance.

H[SEPARATE ACCOUNT F APPENDIX

This Appendix references each Separate Account that the Insurance Company offers under Separate Account F.

Separate Account	Separate Account Name/ Registered Investment Advisor	Minimum Balance*	Distribution Threshold*	Investments
SA-4AA	PIMCO Long Duration Bond Fund (IS Platform)	\$10,000,000	10%	Primarily publicly traded US dollar denominated debt securities
SA-4AB	MFS Large Cap Value Equity (IS Platform)/ MFS Investment Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AC	T.Rowe Price Large Cap Core Growth (IS Platform)/ T.Rowe Price Associates Inc	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AD	Goldman Sachs Mid Cap Value (IS Platform)/ Goldman Sachs Asset Management, L.P.	\$3,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AE	JP Morgan Mid Cap Value (IS Platform)/ JP Morgan Asset Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AF	Ridgeworth Mid Cap Value (IS Platform)/ Ridgeworth Capital Management, Inc.	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AG	Invesco Small Cap Value (IS Platform)/ Invesco Advisers, Inc.	\$5,000,000	10 %	Primarily common stocks and other types of equity investments
SA-4AH	NFJ International Value (IS Platform)/ Allianz	\$5,000,000	10%	Primarily common stocks and other types of equity investments

Separate Account	Separate Account Name/ Registered Investment Advisor	Minimum Balance*	Distribution Threshold*	Investments
	Global Investors Capital, LLC			
SA-4AI	MFS International Value (IS Platform)/ MFS Investment Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AJ	Jennison Mid Cap Growth (IS Platform)/ Jennison Associates LLC	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AK	Munder Mid Cap Growth (IS Platform)/ Munder Capital Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AL	Sentinel Small Company (IS Platform)/ Sentinel Asset Management, Inc.	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AM	Eagle Small Cap Growth (IS Platform)/ Eagle Asset Management, Inc.	\$1,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AN	Eagle Mid Cap Growth (IS Platform)/ Eagle Asset Management, Inc.	\$1,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AO	MFS International Growth Equity (IS Platform)/ MFS Investment Management	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AP	Oppenheimer International Growth (IS Platform)/ OFI Institutional Asset	\$5,000,000	10%	Primarily common stocks and other types of equity investments

Separate Account	Separate Account Name/ Registered Investment Advisor	Minimum Balance*	Distribution Threshold*	Investments
	Management, Inc			
SA-4AQ	Earnest Partners International Equity (IS Platform)/ Earnest Partners, LLC	\$1,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AR	JP Morgan Core Bond (IS Platform)/ JP Morgan Asset Management	\$10,000,000	10%	Primarily publicly traded US dollar denominated debt securities
SA-4AS	Goldman US Strategic Value (IS Platform)/ Goldman Sachs Asset Management, L.P.	\$1,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AT	Columbia Dividend Value (IS Platform)/ Columbia Management Investment Adv LLC	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AU	Lee Munder Mid Cap Value/ Lee Munder Capital Group LLC	\$5,000,000	10%	Primarily common stocks and other types of equity investments
SA-4AV	Lee Munder Small Cap Value/ Lee Munder Capital Group LLC	\$5,000,000	10%	Primarily common stocks and other types of equity investments

Additional information is available regarding each Separate Account.

*The amount shown is current as of the date of issuance of this Appendix. The Insurance Company reserves the right to change this amount. The current amount is available upon request.

The Insurance Company reserves the right to limit investments in any Separate Account at its sole discretion.]

SERFF Tracking Number: PRUD-127112332 State: Arkansas
 Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 48924
 Company Tracking Number: PRGA-GA-2020-SAF-ED-AR
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: GA-2020-SAF
 Project Name/Number: GA-2020-SAF/GA-2020-SAF

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Flesch Certification not applicable to this form.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
GA-2008 APP was approved by the state on March 16, 2010.		

	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Acturial Memo		
Bypass Reason: Not applicable to this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variability for GA-2020-SAF		
Comments:		
Attachment:		
MOV GA-2020-SAF.pdf		

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variability for IOC-SAF		
Comments:		

SERFF Tracking Number: PRUD-127112332 State: Arkansas
Filing Company: Prudential Retirement Insurance and Annuity State Tracking Number: 48924
Company
Company Tracking Number: PRGA-GA-2020-SAF-ED-AR
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GA-2020-SAF
Project Name/Number: GA-2020-SAF/GA-2020-SAF

Attachment:

MOV IOC-SAF.pdf

Item Status:

Status

Date:

Satisfied - Item: Arkansas Certification

Comments:

Attachment:

Arkansas_Certification.pdf

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

MEMORANDUM OF VARIABILITY

NATURE AND SCOPE OF CHANGES IN PORTIONS OF FORM

GA-2020-SAF

The bracketed areas of the Form are designed to accommodate variability. Page numbers, section numbers and references to section numbers may be modified to properly align the final printed document. The Form, when issued, may vary in format.

- A. The description of underlying investments may vary but these will always be non-guaranteed separate accounts.
- B. Language describing expenses may vary or be eliminated altogether.
- C. We may use a period of 30 days or less than 30 days.
- D. We may or may not include this paragraph. If omitted, the remaining items will be renumbered.
- E. Allows for terminology to conform to the base contract and/or other investment addenda.
- F. Allows for additional (future) Separate Accounts or the deletion of separate accounts that will not be offered prospectively. Language and thresholds may vary.

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

MEMORANDUM OF VARIABILITY

NATURE AND SCOPE OF CHANGES IN PORTIONS OF FORM

IOC-SAF

The bracketed areas of the Form are designed to accommodate variability. Page numbers, section numbers and references to section numbers may be modified to properly align the final printed document. The Form, when issued, may vary in format.

- A. The section reference may or may not be included and may vary.
- B. The description of underlying investments may vary but these will always be non-guaranteed separate accounts.
- C. Language describing expenses may vary or be eliminated altogether.
- D. Language describing valuation date may vary.
- E. We may use a period of 30 days or less than 30 days.
- F. We may or may not include this paragraph. If omitted, the remaining items will be renumbered.
- G. The language regarding section reference may vary.
- H. Allows for additional (future) Separate Accounts or the deletion of separate accounts that will not be offered prospectively. Language and thresholds may vary.

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY CO.

CERTIFICATION

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

Group Annuity Contract Rider - GA-2020-SAF
Group Annuity Contract Rider - IOC-SAF

**Ann M.
Jadro**

Digitally signed by Ann M. Jadro
DN: cn=Ann M. Jadro, c=US
Reason: I am approving this
document
Date: 2011.05.27 13:52:15
-04'00'

Ann Jadro
Second Vice President

Date