

SERFF Tracking Number: PRUD-126213779 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 49624
Company Tracking Number: PRGA-GAA-9061-AR-MC-AR
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: GAA-9061
Project Name/Number: GAA-9061-AR/GAA-9061-AR

Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: GAA-9061

SERFF Tr Num: PRUD-126213779 State: Arkansas

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-
Closed State Tr Num: 49624

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: PRGA-GAA-9061-AR-
MC-AR State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Elaina Ditillo, Susan
Eckler-Kerns, Timothy Hopkin,
Samantha Michaud, David
Rauschenberger, Michelle Cota

Disposition Date: 08/30/2011

Date Submitted: 08/24/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GAA-9061-AR

Status of Filing in Domicile: Not Filed

Project Number: GAA-9061-AR

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filing not required
in state of domicile (NJ).

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer

Overall Rate Impact:

Filing Status Changed: 08/30/2011

State Status Changed: 08/30/2011

Deemer Date:

Created By: Caroline McKeever

Submitted By: Michelle Cota

Corresponding Filing Tracking Number:

Filing Description:

Re: Group Annuity Contract Form GAA-9061-AR

We enclose for approval on a general basis Group Annuity Contract Form GAA-9061-AR (the "Form"). The Form is new and does not replace any forms previously filed with the Arkansas Insurance Department.

SERFF Tracking Number: PRUD-126213779 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 49624
Company Tracking Number: PRGA-GAA-9061-AR-MC-AR
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: GAA-9061
Project Name/Number: GAA-9061-AR/GAA-9061-AR

The Form will be used to issue non-participating single premium group annuity contracts providing for the purchase of immediate and/or deferred annuities for individuals who have accrued a pension under an employee benefit plan. The Form provides for the deposit of a contribution into either a book value commingled or book value single-customer separate account. Only fixed-dollar annuities are permitted under the contract.

The Form will use sex-distinct rates. Attached on the Supporting Documentation tab please find an actuarial memorandum that explains why sex-distinct rates are appropriate for the Form.

The Form was not filed in New Jersey, Prudential's state of domicile, as the New Jersey Department of Banking and Insurance does not require the filing of group annuity contract forms.

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

The filing fee of \$50.00 is being sent via EFT. Please note that our domiciliary state, New Jersey, does not charge a filing fee, therefore, retaliatory filing fees are not applicable.

Company and Contact

Filing Contact Information

David Rauschenberger, Second Vice President David.Rauschenberger @ Prudential.com
Prudential 732-482-8875 [Phone]
200 Wood Avenue South 732-482-8034 [FAX]
Iselin, NJ 08830

Filing Company Information

The Prudential Insurance Company of America CoCode: 68241 State of Domicile: New Jersey
751 Broad Street Group Code: 304 Company Type: Life
Newark, NJ 07102-3777 Group Name: State ID Number:
(973) 802-6000 ext. [Phone] FEIN Number: 22-1211670

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Filing fee is \$50 per contract.

SERFF Tracking Number: PRUD-126213779 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 49624
Company Tracking Number: PRGA-GAA-9061-AR-MC-AR
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: GAA-9061
Project Name/Number: GAA-9061-AR/GAA-9061-AR
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	\$50.00	08/24/2011	50897181

SERFF Tracking Number: PRUD-126213779 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 49624
Company Tracking Number: PRGA-GAA-9061-AR-MC-AR
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: GAA-9061
Project Name/Number: GAA-9061-AR/GAA-9061-AR

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/30/2011	08/30/2011

SERFF Tracking Number: PRUD-126213779 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 49624
Company Tracking Number: PRGA-GAA-9061-AR-MC-AR
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: GAA-9061
Project Name/Number: GAA-9061-AR/GAA-9061-AR

Disposition

Disposition Date: 08/30/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-126213779 State: Arkansas
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 49624
 Company Tracking Number: PRGA-GAA-9061-AR-MC-AR
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: GAA-9061
 Project Name/Number: GAA-9061-AR/GAA-9061-AR

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Memorandum of Variability for GAA-9061-AR		Yes
Form	GAA-9061-AR		Yes

SERFF Tracking Number: PRUD-126213779 State: Arkansas
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 49624
 Company Tracking Number: PRGA-GAA-9061-AR-MC-AR
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: GAA-9061
 Project Name/Number: GAA-9061-AR/GAA-9061-AR

Form Schedule

Lead Form Number: GAA-9061

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GAA-9061-AR	Policy/Contract/Fraternal Certificate	Initial			GAA-9061-AR.pdf



**The Prudential
Insurance Company
of America**
Newark, New Jersey

Contract-Holder: [The ABC Company] ^A	Plan: [The ABC Company Pension Plan] ^A
Group Annuity Contract No.: [GA-0000] ^A	Jurisdiction: Arkansas
Effective Date: [January 1, 2009] ^A	Contribution: [\$XXX,XXX] ^A
Pages Attached: [1-11, Tables and Annuity Exhibits] ^A	

[THE ABC COMPANY]^A

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA
[200 Wood Avenue South
Iselin, New Jersey 08830]^C

By: _____
[Title:]^A

[Chairman and Chief
Executive Officer]^C

Date:

[Secretary]^C

Attest: _____

Date:

Non-Participating Group Annuity Contract providing for a single sum contribution for Annuities. All subject to the provisions of this contract. This contract does not participate in any gains or losses of the Separate Account.

TABLE OF CONTENTS

[PROVISIONS	Page
I. DEFINITIONS AND SEPARATE ACCOUNT OPERATION	
1.1 Definitions.....	3
1.2 The Separate Account.....	4
1.3 Contribution to the Separate Account.....	4
1.4 Withdrawals from the Separate Account.....	4
1.5 Prudential Guarantee.....	4
II. ANNUITY TERMS AND CONDITIONS	
2.1 Annuitants and Annuities.....	5
2.2 Life Annuity.....	5
2.3 Temporary Annuity.....	6
2.4 Payment Certain Annuity.....	6
2.5 Change in Annuity Form.....	6
2.6 Earlier Annuity Commencement Date.....	7
2.7 Later Annuity Commencement Date.....	7
2.8 Annuity Change Procedure/Conditions.....	7
2.9 Pre-Retirement Survivor Annuity.....	7
2.10 Small Annuities.....	8
III. GENERAL TERMS	
3.1 Communications.....	9
3.2 Currency.....	9
3.3 Beneficiary.....	9
3.4 Substitute Payee.....	10
3.5 Certificates.....	10
3.6 Limitation on Assignment.....	10
3.7 Misstatements.....	10
3.8 Contract-Holder.....	10
3.9 Information - Records	11
3.10 Proof of Continued Existence.....	11
3.11 Changes.....	11
3.12 Termination of Contract.....	11
3.13 Adjustments of Annuity Payments due to Qualified Domestic Relations Orders.....	12
3.14 Reimbursement Agreement.....	12
3.15 Entire Contract – Construction.....	12

**TABLES I through VI
ANNUITY EXHIBITS]^D**

Provision I. Definitions and Separate Account Operation:

1.1 Definitions:

When used in this contract, the following capitalized terms shall have the meanings indicated:

“Annuitant” means any person for whom an Annuity has been purchased under this contract.

“Annuity” means any of the annuities issued under this contract.

“Business Day” means any weekday on which the banks in New York City, New York are open for business.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.

[“Contingent Annuitant” means a person named by an Annuitant and reported to Prudential as being entitled to receive Annuity payments following the death of the Annuitant in accordance with a joint and survivor form of Annuity, but does not include a designated Beneficiary (as described in Section 3.3).]^{B, E}

[“Deferred Annuitant” means an Annuitant covered under this contract whose Annuity Commencement Date is a date after XXXX X, XXXX.]^{B, E}

[“Employer” means the ABC Company. References hereunder to employment or termination of employment with the Employer shall include employment with a successor to the Employer.]^{B, E}

[“Immediate Annuitant” means an Annuitant covered under this contract whose Annuity Commencement Date is XXXX X, XXXX.]^{B, E}

“Prudential” means The Prudential Insurance Company of America.

“Office” is as follows:

[The Prudential Insurance Company of America
200 Wood Avenue South
Iselin, New Jersey 08830-2706]^C

“Separate Account” means [the Prudential Non-Participating Group Annuity Separate Account]^A as described in Section 1.2 of this contract.

[“Years of Service” has the meaning it is given under the Plan. Information regarding Years of Service for annuitants will be provided to Prudential by the Contract-Holder. For the purposes of meeting the eligibility requirements for benefits hereunder, Years of Service will continue to accrue to Deferred Annuitants after the Effective Date in accordance with the Plan.]^E

1.2 [The Separate Account]^A:

[The Prudential Non-Participating Group Annuity Separate Account]^A (the "Separate Account") is a [commingled]^F separate account of Prudential created by a resolution adopted by Prudential's Board of Directors. The Separate Account was established to support guaranteed annuities payable under [group annuity contracts (collectively, the "Contracts")]^F to fund benefits accrued [under employee benefit plans which meet the requirements]^F of [Section 401(a) of the Code]^G. Prudential owns all the assets in the Separate Account and pursuant to Section 17B:28-9(c) of the New Jersey Insurance Statutes, none of the assets held in the Separate Account in support of such benefits will be chargeable with liabilities arising out of any other business of Prudential.

The Separate Account is intended to be invested primarily in investment-grade fixed income securities but other investments are permitted. Prudential will invest and reinvest the assets of the Separate Account at the time and in the amounts as Prudential determines in its sole discretion in accordance with the Essentials of Method of Operations approved by the New Jersey Department of Banking and Insurance as in effect from time to time. To the extent applicable law or regulatory authority permits, investments will be made without regard to any limitations otherwise imposed by law on separate account investments. Prudential may, with respect to any equity securities held in the Separate Account, delegate Prudential's voting rights to another entity or a person or persons (which includes an institution(s)) not affiliated with Prudential.

Prudential will ensure that the book value of the assets held in the Separate Account, plus any reserve required to be maintained in Prudential's general account in accordance with Section 1.5, at all times will be at least equal to the statutory liability that Prudential is required to hold for the Separate Account by applicable insurance laws and regulations. The statutory liability includes the liabilities relating to the benefits guaranteed by this contract [and other Contracts that are supported by the Separate Account.]^F

Any addition to, or withdrawal from the Separate Account will be made on a Business Day.

1.3 Contribution to the Separate Account:

The Contribution is payable on the [Effective Date]^B. The Contribution will be applied on the Effective Date to effect the Annuities provided hereunder. [The Contract-Holder will make a cash payment to Prudential on the Effective Date which shall be added to the Separate Account. With Prudential's prior consent, securities and other Plan assets with a market value on the Effective Date equal to the Contribution may be accepted as payment, subject to applicable regulatory approvals. Such payment will be added to the Separate Account.]^B

1.4 Withdrawals from the Separate Account for Annuity Payments:

Beginning with [XXXX X, XXXX]^B, and each following month, Prudential will make a withdrawal from the Separate Account equal to the amounts payable for the month pursuant to Provision II. If these payments for any month exceed the amount of the Separate Account, the entire amount of the Separate Account will be withdrawn.

1.5 Prudential Guarantee:

The payments described in Provision II of this contract are irrevocably guaranteed by Prudential. If at any time the assets in the Separate Account are insufficient to support such payments, Prudential shall establish a reserve in its general account to meet the deficiency in the Separate Account.

Provision II. Annuity Terms and Conditions:

2.1 Annuitants and Annuities:

The Annuitants covered under this contract are listed on the Annuity Exhibits attached hereto. The following information and data with respect to each Annuitant is set forth in the Annuity Exhibits, as applicable:

- Monthly Amount of Annuity
- Annuity Commencement Date
- Annuity Form
- Number of Payments Certain
- Monthly Amount of Temporary Annuity
- Temporary Annuity Expiry Date
- Death Benefit

2.2 Life Annuity:

A Life form of Annuity is one under which payments are made at least for the lifetime of the Annuitant. Depending upon the existence and nature of any payment payable after the Annuitant's death, a Life form may also be combined with any of the following forms: Refund, Payment Certain, and Joint and Survivor Life Annuity. The terms of payment of each form are set forth below.

The first monthly payment of any Life form of Annuity is payable to an Annuitant on his or her Annuity Commencement Date if the Annuitant is then living. Later monthly payments are payable to the Annuitant on the first day of each month after that throughout his or her remaining lifetime. The last monthly payment to the Annuitant is payable for the month in which the Annuitant dies.

If a Life Refund form of Annuity is payable to an Annuitant, then, upon the Annuitant's death after his or her Annuity Commencement Date, a payment may be made to his or her Beneficiary. The payment will be equal to the excess, if any, of the Annuitant's Death Benefit over the sum of the Annuity payments made to the Annuitant on and after his or her Annuity Commencement Date.

If a Life Payment Certain form of Annuity is payable to an Annuitant, then upon the Annuitant's death after his or her Annuity Commencement Date and before the number of Annuity payments to the Annuitant equals the Number of Payments Certain that applies to the Annuitant, Annuity payments will be paid to his or her Beneficiary. Each payment will be in the same monthly amount as was payable to the Annuitant. Monthly payments will be continued to the Beneficiary until the total number paid to both the Annuitant and the Beneficiary is equal to the Number of Payments Certain.]^E

[If the Joint and Survivor Life form of Annuity is payable to an Annuitant, then upon the Annuitant's death after his or her Annuity Commencement Date and before the death of his or her Contingent Annuitant, survivor Annuity payments will become payable. The monthly amount payable to the Contingent Annuitant will be equal to 100% or a lesser percentage (but not less than 50%), as specified by the Annuitant before his or her Annuity Commencement Date, of the monthly amount of Annuity payable to the Annuitant. The first payment of the monthly amount of Joint and Survivor Life Annuity will be payable to the Contingent Annuitant on the first day of the month following the month in which the Annuitant's death occurs, if the Contingent Annuitant is then living. Later monthly Joint and Survivor Life Annuity payments are payable on the first day of each month after that throughout the Contingent Annuitant's remaining lifetime. The last monthly payment is payable for the month in which the Contingent Annuitant dies.

If the Joint and Survivor Life Payment Certain form of Annuity is payable to an Annuitant, its terms of payment are the same as for a Joint and Survivor Life form except as follows. If the Annuitant's death occurs before the number of Annuity payments paid to the Annuitant equals the Number of Payments Certain that applies to him or her, the payment to the Contingent Annuitant will be in the same monthly amount as was payable to the Annuitant until the total number paid to the Annuitant and the Contingent Annuitant is equal to the Number of Payments Certain. If the Contingent Annuitant dies before this total is so equal, or if the Contingent Annuitant is not living at the time of the Annuitant's death, monthly Annuity payments in the same amount will be continued to the Beneficiary until the total number paid equals the Number of Payments Certain that applies.

2.3 Temporary Annuity:

The first monthly payment of a Temporary Annuity is payable to an Annuitant on his or her Annuity Commencement Date, if the Annuitant is then living. Later monthly payments are payable to the Annuitant on the first day of each month after that. Payments end with the monthly payment payable on the earlier of the Temporary Annuity Expiry Date and the first day of the month in which the Annuitant dies.

2.4 Payment Certain Annuity:

The first monthly payment of a Payment Certain Annuity is payable to an Annuitant on his or her Annuity Commencement Date, if the Annuitant is then living. Later monthly payments are payable on the first day of each month after that until the Annuity Expiry Date. Payments are payable to the Annuitant, if living, otherwise to the Beneficiary.

2.5 Change in Annuity Form:

A Deferred Annuitant will, unless he or she specifically elects otherwise and his or her election complies with applicable Federal law (as it relates to employee benefit plans), have his or her Life form of Annuity changed to a 50% Joint and Survivor Life form of Annuity beginning on the Annuitant's Annuity Commencement Date, provided the Annuitant has a spouse on his or her Annuity Commencement Date. The Annuitant's monthly amount of Annuity after the change will be equal to the monthly amount of Annuity otherwise payable multiplied by the appropriate factor from Table IV of this contract.

A Deferred Annuitant may, before his or her Annuity Commencement Date, change his or her Life form of Annuity to either (i) a Life 120 Payment Certain form of Annuity or (ii) a 100%, 75% or 50% Joint and Survivor Life form of Annuity. The changed Annuity Form will apply to payments payable on and after the Annuitant's Annuity Commencement Date. Any spousal consent requirements of applicable Federal law (as it relates to employee benefit plans) will apply to the change in form.]^E

[The amount of the Annuitant's Annuity after the change will be equal to the amount of Annuity otherwise payable multiplied by the appropriate factor from Tables III, IV, V or VI of this contract.

2.6 Earlier Annuity Commencement Date:

A Deferred Annuitant may, before his or her Annuity Commencement Date, change his or her Annuity Commencement Date. The changed Annuity Commencement Date may be the first day of any month before the unchanged Annuity Commencement Date, but not earlier than the Annuitant's fifty-fifth birthday and his or her completion of 10 Years of Service, nor before receipt by Prudential of the Annuitant's request for the change. The amount of the Deferred Annuitant's Annuity commencing on the changed Annuity Commencement Date will be equal to the monthly amount of Annuity otherwise payable multiplied by the appropriate factor from Table I of this contract.

2.7 Later Annuity Commencement Date:

A Deferred Annuitant, who continues in the service of the Employer after his or her unchanged Annuity Commencement Date, will have his or her Annuity Commencement Date changed to a later date. The later Annuity Commencement Date will be no later than the April 1st of the year following the later of (i) the calendar year in which the Annuitant attains age 70 ½, or (ii) the calendar year in which the Annuitant separates from the service of the Employer after his or her unchanged Annuity Commencement Date. The amount of the Deferred Annuitant's Annuity commencing on the changed Annuity Commencement Date will be equal to the monthly amount of Annuity otherwise payable multiplied by the appropriate factor from Table II of this contract. Such Annuitant will not receive any payments from the unchanged Annuity Commencement Date to the later Annuity Commencement Date.

A Deferred Annuitant who terminates service with the Employer before his or her Annuity Commencement Date will begin receiving payments on his or her unchanged Annuity Commencement Date. If there is an unreasonable administrative delay in commencing the Annuitant's payments, then payments will begin to the Annuitant on the first day of the month after such delay, but no later than the April 1 of the year following the calendar year that the Annuitant attains age 70 ½ in an amount equal to the monthly amount of Annuity otherwise payable to the Annuitant under this contract, multiplied by the appropriate factor from Table II of this contract.

2.8 Annuity Change Procedure/Conditions:

Any change made by an Annuitant will be made by filing a written request therefor with Prudential containing all the information necessary for the change. Any such change will take effect when entered upon Prudential's records and thereafter will have the same force and effect as if included in the Annuity Exhibit on the Effective Date.

2.9 Pre-Retirement Survivor Annuity:

If the death of a Deferred Annuitant occurs before Annuity payments commence to him or her hereunder and on the date of his or her death the Deferred Annuitant has a spouse to whom he or she has been married for the one year period ending on his or her date of death, an Annuity will be paid to the spouse for his or her lifetime.

Monthly payments will commence to the spouse on the first day of the month following the latest of (i) the date the Annuitant would have become eligible for an earlier Annuity Commencement Date, as set forth in Section 2.6, (ii) the date of the Annuitant's death, if the spouse is then living, and (iii) receipt by Prudential of the spouse's request to commence payments, but not later than the date the Annuitant would have attained age 65. Subsequent monthly payments will be payable on the first]^E

[day of each month thereafter, terminating with the payment due for the month in which the spouse's death occurs.

The amount payable to such spouse will be equal to 50% of the amount which would otherwise have been payable to the Annuitant assuming the 50% Joint and Survivor Life form of Annuity was in effect and payments commence as specified in the previous paragraph.

2.10 Small Annuities:

A lump sum payment, in lieu of, and in full settlement for, the Annuity which would otherwise be payable to, or on behalf of, a Deferred Annuitant will be paid by Prudential if the value of the Annuity is \$XXXX or less.

The lump sum payment will be payable as of the date that Annuity payments would otherwise commence under this contract. The amount of the lump sum payment will be determined using the following actuarial assumptions:

- a. The interest assumption is the applicable interest rate set forth under Section 417(e)(3) of the Code for the month of _____ preceding the first day of the calendar year in which the lump sum payment is made.
- b. The mortality assumption (without consideration to the gender of the Annuitant) shall be determined using the applicable mortality table set forth under Section 417(e)(3) of the Code.]^E

Provision III. General Terms:

3.1 Communications:

All communications to Prudential regarding this contract shall be addressed to the Office.

Communications to the Contract-Holder will be addressed as shown on the records of Prudential.

All communications to the Contract-Holder or Prudential will be in writing.

3.2 Currency:

All moneys, whether payable to or by Prudential, shall be in lawful money of the United States of America. Dollars and cents refer to lawful currency of the United States of America.

3.3 Beneficiary:

If this contract provides for payment of any amount or amounts after the Annuitant's death to a person other than a Contingent Annuitant or spouse, payment of such amount or amounts will be made to a Beneficiary designated by such Annuitant. Any spousal consent requirements of applicable Federal law (as it relates to employee benefit plans) will apply in designating a Beneficiary. An Annuitant, who is a person covered under this contract, may change a Beneficiary previously designated without the consent of such Beneficiary, provided the change complies with any applicable Federal law (as it relates to employee benefit plans). If a form of Annuity involving a Contingent Annuitant or spouse has become effective, the Contingent Annuitant or spouse may, unless the Annuitant has directed otherwise, change the Beneficiary at any time after the death of the Annuitant to the estate of the Contingent Annuitant or spouse, without the consent of such Beneficiary.

Any designation or change of an Annuitant's Beneficiary after the Effective Date of this contract will be made by the Annuitant filing a written request with Prudential on a form satisfactory to Prudential. Any such designation or change will become effective when entered upon the records of Prudential. After any such designation or change is so entered, it will relate back to and take effect as of the date of the request, but without prejudice to Prudential on account of any payments made by it before receipt of such request. Prudential will furnish an acknowledgment of any such designation or change of Beneficiary.

The interest of any Beneficiary will cease upon his or her death, unless the Annuitant has directed otherwise. If there is no designated Beneficiary when an amount is payable to one, payment will be made to the estate of the last surviving recipient of the Annuity payments.

Prudential in determining the existence, identity, ages, or any other facts relating to any relatives of any Annuitant or any persons designated as Beneficiaries, either as a class or otherwise, may rely solely on any affidavit or other evidence deemed satisfactory by it.

Any payment made by Prudential in reliance thereon will, to the extent of such payment, be a valid discharge of its obligation under this contract.

If the value of the monthly amount of the payments payable to any Beneficiary is less than \$XXXX, or if the Beneficiary is other than a natural person receiving payments in his or her own right, Prudential may, in lieu of making such payments, pay the Commuted Value thereof in full settlement of its liability for such payments.

The "Commuted Value", as of any date of determination, of any periodic payments means the single sum equivalent to the present value of such payments using the applicable interest rate set forth]^{B, E}

[under Section 417(e)(3) of the Code for the month of _____ preceding the calendar year in which the lump sum payment is made.]^{B, E}

3.4 Substitute Payee:

Prudential may refuse to make payment to any person it judges to be incapable for any reason of personally receiving the payment. In that case Prudential may, until claim is made by a legal guardian of that person, make the payment or any part of it to any other person or institution contributing toward the care of that person. Any amount paid will satisfy the liability of Prudential for the amount paid.

3.5 Certificates:

[Prudential will issue an Annuity certificate to each Annuitant who receives annuity payments under this contract. Each such certificate will set forth in substance the benefits to which such Annuitant is entitled under this contract.]^B

3.6 Limitation of Assignment:

The payments under this contract on account of benefits arising under the Plan are not assignable and, to the maximum extent permitted by law, are not subject to the claims of any creditor. [For this purpose, compliance with the terms of a Qualified Domestic Relations Order as defined in subsection 414(p) of the Code will not be considered to be an assignment of benefits.]^G

3.7 Misstatements:

If the age or any other relevant fact relating to any person is found to have been misstated, the following will apply:

- (a) An equitable adjustment will be made with respect to such misstatement if such adjustment is satisfactory to the Contract-Holder and Prudential. If a satisfactory equitable adjustment is not made with respect to such misstatement, the amount of Annuity payable by Prudential will be that which would be provided by the amount applied to effect such Annuity on the basis of the correct information, without changing the date of first payment of such Annuity. Any adjustment of the amount applied or of the form of Annuity or of the terms or amount of payment in accordance with this section will be made in accordance with applicable law and will be conclusive upon any person affected thereby.
- (b) The amount of any underpayments by Prudential will be paid in full with the next payment due such person. The amount of any overpayments by Prudential due to any misstatement will be deducted to the extent possible from amounts thereafter otherwise payable to such person.

3.8 Contract-Holder:

The Contract-Holder will be the sole representative under this contract of each person and organization with an interest under this contract. Prudential will deal with the Contract-Holder except to the extent the Contract-Holder has directed Prudential to do otherwise and Prudential has consented thereto. Prudential will be entitled to rely on any action taken or omitted by or on behalf of the Contract-Holder pursuant to the terms of this contract. The Contract-Holder at any time may, with the consent of Prudential, appoint a successor Contract-Holder. Any such successor Contract-Holder will have all the rights, duties, and obligations of the Contract-Holder; provided, however, that if the Contract-Holder notifies Prudential that it will cease to exist or cease to perform the duties of the Contract-Holder hereunder and no successor Contract-Holder is appointed, this contract shall nevertheless remain in full force and effect until the date this contract terminates, as set forth in Section 3.12.

3.9 Information - Records:

The Contract-Holder will furnish all information which Prudential may reasonably require for the administration of this contract. If the Contract-Holder cannot furnish any required item of information, Prudential may request the person concerned to furnish such information. Prudential will not be liable for the fulfillment of any obligations in any way dependent upon such information unless and until it receives such information in form satisfactory to it.

Information furnished to Prudential may be corrected for demonstrated errors therein unless Prudential has already acted to its prejudice by relying on such information. Except for such corrections, information furnished to Prudential will be regarded as conclusive. Prudential will maintain the records necessary for its administration of this contract. Such records will be prepared from the information furnished to Prudential as described above and will constitute prima facie evidence as to the truth of the information recorded thereon.

3.10 Proof of Continued Existence:

As a condition to making any payment under any Annuity, Prudential may require the receipt of evidence satisfactory to it that the Annuitant, Contingent Annuitant, or any Beneficiary is alive and may withhold making payment until receipt of such evidence. Payments made by Prudential that are withheld under the terms of this Section 3.10 may be considered abandoned or escheatable property under the applicable state laws of the state of residence of the person from whom the payments were so withheld. In such circumstances Prudential shall follow the applicable state laws in the disposition of any remaining guaranteed payments or remaining death benefit payable. Any payments made to the state under such circumstances will relieve Prudential of all further obligations under this contract with respect to the affected payments under the Annuity(ies).

3.11 Changes:

Prudential may change this contract as, in its discretion, it deems appropriate to satisfy the requirements of any law or regulation administered by any governmental agency.

This contract may be changed at any time or times by agreement between Prudential and the Contract-Holder. However, no change may adversely affect the rights of any Annuitant who is covered hereunder.

3.12 Termination of Contract:

This contract will remain in full force and effect until the date that there are no further Annuity or other payments payable under it. This contract will terminate as of that date.

3.13 Adjustments of Annuity Payments due to Qualified Domestic Relations Orders:

[If an Annuity is subject to a Domestic Relations Order (as defined in subsection 414(p) of the Code), no adjustments or payments to an Annuitant or to an alternate payee will become payable until (i) Prudential has so received any such Domestic Relations Order, (ii) Prudential has so approved the Domestic Relations Order, and (iii) Prudential has received a copy of the Domestic Relations Order after it has been qualified or Prudential has so qualified the Domestic Relations Order. Any such adjustment will take effect when entered upon Prudential's records.]^{B, G}

[3.14]^D [Reimbursement Agreement:

Prudential and the Employer may enter into an agreement whereby in lieu of Prudential making payments otherwise payable herein, a paying agent named by the Employer will make such payments in accordance with all applicable regulations and contractual requirements and Prudential will reimburse such paying agent, in full satisfaction of Prudential's liability herein.]^B

[3.15]^D Entire Contract - Construction:

This document constitutes the entire contract. The agreement between the Contract-Holder and Prudential consists of this contract and other documents between the Contract-Holder and Prudential referred to herein which set forth rights, duties and obligations of the parties.

All statements made by the Contract-Holder or by the annuitants shall be deemed representations and not warranties. No statement made by an annuitant shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the annuitant, his or her beneficiary or personal representative.

This contract will be construed according to the laws of the jurisdiction set forth on the first page except to the extent that those laws have been preempted by the laws of the United States of America.

[GA-0000
A.B.C. Company

TABLE I

Reduction Factors for Early Retirement

Age of Annuitant	Early Reduction Factors
55	0.0
56	0.0
57	0.0
58	0.0
59	0.0
60	0.0
61	0.0
62	0.0
63	0.0
64	0.0
65	0.0

For Other Than Exact Ages Use Straight Line Interpolation For Fractional Years]^H

TABLE II

Late Retirement Factors

Age of Annuitant	Increase Factors
65	0.0
66	0.0
67	0.0
68	0.0
69	0.0
70	0.0
71	0.0
72	0.0
73	0.0
74	0.0
75	0.0

For Other Than Exact Ages Use Straight Line Interpolation For Fractional Years]^H

[GA-0000
A.B.C. Company

TABLE III

Life Payment Certain Form
120 Payments Certain

Age of Annuitant	Factors
55	0.0
56	0.0
57	0.0
58	0.0
59	0.0
60	0.0
61	0.0
62	0.0
63	0.0
64	0.0
65	0.0

For Other Than Exact Ages Use Straight Line Interpolation For Fractional Years]^H

[GA-0000
A.B.C. Company

TABLE IV

Conversion to 50% Joint and Survivor Life Annuity Form

Age of CA	Age of Annuitant	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
50																	
51																	
52																	
53																	
54																	
55																	
56																	
57																	
58																	
59																	
60																	
61																	
62																	
63																	
64																	
65																	
66																	
67																	
68																	
69																	
70																	

For Other Than Exact Ages Use Nearest Age On Annuity Commencement Date For Both Annuitant and Contingent Annuitant (“CA”) For Ages Not Shown Appropriate Factors Will Be Used That Are Consistent With The Above Factors]^H

[GA-0000
A.B.C. Company

TABLE V

Conversion to 75% Joint and Survivor Life Annuity Form

Age of CA	Age of Annuitant	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
50																	
51																	
52																	
53																	
54																	
55																	
56																	
57																	
58																	
59																	
60																	
61																	
62																	
63																	
64																	
65																	
66																	
67																	
68																	
69																	
70																	

For Other Than Exact Ages Use Nearest Age On Annuity Commencement Date For Both Annuitant and Contingent Annuitant (“CA”) For Ages Not Shown Appropriate Factors Will Be Used That Are Consistent With The Above Factors]^H

[GA-0000
A.B.C. Company

TABLE VI

Conversion to 100% Joint and Survivor Life Annuity Form

Age of CA	Age of Annuitant	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
50																
51																
52																
53																
54																
55																
56																
57																
58																
59																
60																
61																
62																
63																
64																
65																
66																
67																
68																
69																
70																

For Other Than Exact Ages Use Nearest Age On Annuity Commencement Date For Both Annuitant and Contingent Annuitant (“CA”) For Ages Not Shown Appropriate Factors Will Be Used That Are Consistent With The Above Factors]^H

[GA-0000
A.B.C. Company

ANNUITY EXHIBIT
Deferred Annuitants – Active

Annuity Commencement Date

Annuity Form is Life Form of Annuity

<u>Annuitant/ Contingent Annuitant</u>	<u>Social Security Number</u>	<u>Sex</u>	<u>Date of Birth</u>	<u>Monthly Amount of Temporary Annuity</u>	<u>Temporary Annuity Expiry Date</u>	<u>Monthly Amount of Annuity</u>	<u>Number Payments Certain]¹</u>
--	---------------------------------------	------------	--------------------------	--	--	--	---

[GA-0000
A.B.C. Company

ANNUITY EXHIBIT
Immediate Annuitants – Retired

Annuity Commencement Date

Annuity Form is Life Form of Annuity

<u>Annuitant/ Contingent Annuitant</u>	<u>Social Security Number</u>	<u>Sex</u>	<u>Date of Birth</u>	<u>Monthly Amount of Temporary Annuity</u>	<u>Temporary Annuity Expiry Date</u>	<u>Monthly Amount of Annuity</u>	<u>Number Payments Certain]¹</u>
--	---------------------------------------	------------	--------------------------	--	--	--	---

SERFF Tracking Number: PRUD-126213779 State: Arkansas
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 49624
 Company Tracking Number: PRGA-GAA-9061-AR-MC-AR
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: GAA-9061
 Project Name/Number: GAA-9061-AR/GAA-9061-AR

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attached please find the Regulation 19 and 49 Certification.

A Flesch Certification is not applicable to this filing.

Attachment:

Arkansas_Certification.pdf

Item Status: **Status Date:**

Bypassed - Item: Application

Bypass Reason: An application will not be used with this Form.

Comments:

Item Status: **Status Date:**

Satisfied - Item: Life & Annuity - Actuarial Memo

Comments:

Attached is the Actuarial Memorandum

Attachment:

GA-9061-AR Actuarial Memorandum.pdf

Item Status: **Status Date:**

Satisfied - Item: Memorandum of Variability for
GAA-9061-AR

Comments:

Attached please find the Memorandum of Variability for GAA-9061-AR

Attachment:

MOV-AR.pdf

PRUDENTIAL INSURANCE COMPANY OF AMERICA

CERTIFICATION

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

Group Annuity Contract Form GAA-9061-AR

David W. Rauschenberger

David W. Rauschenberger
Second Vice President

8/24/2011
Date

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

MEMORANDUM OF VARIABILITY

Nature and Scope of Changes of Prudential Non-Participating Group Annuity Separate Account Contract
Form: Form GAA-9061-AR (the "Form")

This Memorandum summarizes the nature and scope of the changes to the variable portions of the Form.

General Rules:

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. Punctuation may be corrected or added to clarify provisions, but not to change their meaning.

Variable text may be repeated as often as may be necessary. Prudential's logo may vary, the Form may be re-formatted, and the typeface (font) and point size may be changed (subject to applicable law).

Variable Bracketed Text:

Variable Bracketed Text is indicated by means of boldface brackets keyed to a superscript that corresponds to the following description of the scope of the permissible changes. Variable Bracketed Text may be deleted in total if it is not needed to document the agreement.

- A. The text may vary as needed for the specific names, titles and addresses of the Contract-Holder. Also the text may vary as needed for the plan name, the jurisdiction of the contract, the effective date of the contract, the number of pages of the contract, the Contribution amount, the liability commencement date, the separate account used under the contract and the applicable tables and exhibits.
- B. The text may vary as needed for the specific items mutually agreed upon by the Contract-Holder and Prudential as a result of final negotiations.
- C. The text may vary as needed for any possible change to Prudential's address. Also provides for the current titles of the officers of Prudential who are eligible to execute the contract.
- D. Allows for the change in numbering or naming of sections or clauses in the event a section or clause is removed or revised.
- E. The text may vary as needed for specific requirements of the Contract-Holder's Plan. For example, this text may be varied to conform to the Annuity forms offered under each Contract-Holder's Plan. Additional definitions may be included in Section 1.1 as necessary to define terms provided for under the Contract-Holder's Plan and to define terms used in Provision II of an issued contract.
- F. This text may vary as needed to accommodate the establishment of either a commingled or single client guaranteed separate account.
- G. The text may vary as needed for changes to conform with laws or regulations applicable to the particular type of plan involved.

- H. This may be varied to accommodate factors or conditions that are used to determine amounts payable under an issued contract.
- I. This may be varied for the accommodation of individual data applicable to the Annuitants covered under an issued contract.