

State: Arkansas **Filing Company:** Pruco Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: PDI (2/13)
Project Name/Number: PDI (2/13)/P-BBND(2/13)

Filing at a Glance

Company: Pruco Life Insurance Company
Product Name: PDI (2/13)
State: Arkansas
TOI: A03I Individual Annuities - Deferred Variable
Sub-TOI: A03I.002 Flexible Premium
Filing Type: Form
Date Submitted: 12/07/2012
SERFF Tr Num: PRUD-128798574
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: IFSA-P-BBND(2/13)KJ

Implementation: On Approval
Date Requested:
Author(s): Elaine Tweedus, John Witteman, Anthony Pereira, Carolyn Cargnel, Pamela Bonaparte-Golding, Starr Merritt, Kristin Jaekle, Jennifer Hluska

Reviewer(s): Linda Bird (primary)
Disposition Date: 12/18/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Pruco Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: PDI (2/13)
Project Name/Number: PDI (2/13)/P-BBND(2/13)

General Information

Project Name: PDI (2/13)
 Project Number: P-BBND(2/13)
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed
 Date Approved in Domicile:
 Domicile Status Comments: The enclosed forms have not been filed in our State of Domicile, Arizona, as they are exempt from filing pursuant to Arizona Revised statutes, Section 20-1110.F, and the Exemptive Order dated October 22, 2003.
 Market Type: Individual
 Individual Market Type:
 Filing Status Changed: 12/18/2012
 State Status Changed: 12/18/2012
 Created By: Kristin Jaekle
 Corresponding Filing Tracking Number: IFSA-P-BBND(2/13)KJ

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

Deemer Date:
 Submitted By: Kristin Jaekle

Filing Description:
 December 7, 2012

Honorable Jay Bradford, Insurance Commissioner
 Life and Health Division
 Arkansas Insurance Department
 200 West Third Street
 Little Rock, AR 72201

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

Forms Submitted for Approval: See Exhibit "A"

Dear Commissioner Bradford:

The referenced Individual Deferred Variable Annuity forms are submitted for your review and approval. The forms listed in Exhibit A 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-BBND(2/13)

The enclosed Variable Annuity Contract is intended for clients who want a guaranteed source of lifetime income either immediately or at some point in the future. This contract seeks to avoid equity exposure and volatility by providing for allocation of purchase payments to a single longer duration bond portfolio sub-account. In the future Pruco may make additional sub-accounts available for purchase payment allocation. Withdrawals may be subject to a contingent deferred sales charge, depending on the "age" of the purchase payment being withdrawn. This product does not provide for a "charge free" withdrawal amount. Annuity payout amounts are fixed, not variable. The contract form provides for a death benefit equal to the account value, payable upon the death of the contract owner, or the annuitant if the contract owner is an entity.

We also enclose the following Benefit Rider, Schedule Supplement, Endorsements and Application for use with Contract Form P-BBND(2/13) and any other annuity contract form approved by the Department with which their use is appropriate:

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Lifetime Income with Death Benefit Rider P-RID-LI-DB(2/13) and Schedule Supplement P-2SCH-LI-DB(2/13)

Under this Rider and subject to its terms, the contract owner is guaranteed the ability to annually withdraw a specified income amount ("Guaranteed Income Amount") for the lifetime of the single designated life or spousal designated lives, regardless of the impact of sub-account performance on the account value. The initial Guaranteed Income Amount is determined by multiplying the account value on the issue date by an income percentage factor based on the attained age of the designated life (younger of spousal designated lives). The Guaranteed Income Amount is thereafter increased by the daily equivalent of the Income Growth Rate until the Income Growth Cap is reached. The Guaranteed Income Amount is also increased by additional purchase payments and reduced by non-lifetime withdrawals, as defined in the rider.

If the Account Value reduces to zero, for reasons other than partial withdrawals of excess income, while the Guaranteed Income Amount is greater than zero, Pruco will make annual Guarantee Payments equal to the Guaranteed Income Amount for the lifetime of the single designated life/spousal designated lives. Should the contract owner wish to annuitize while the Guaranteed Income Amount is greater than zero, he can elect to receive annuity payments each year equal to the Guaranteed Income Amount.

This Rider also provides for a death benefit upon the death of the single designated life/remaining spousal designated life of the greater of the death benefit provided in the underlying annuity contract or a return of purchase payments reduced by withdrawals. The death benefit under this Rider will terminate if Guarantee Payments or annuity payments commence under the contract. This Rider will be issued with the above annuity contract, and may not be electively terminated by the contract owner. There is a charge for the Rider.

Medically Related Surrender Endorsement P-END-MRS(2/13)

This Endorsement waives contingent deferred sales charges if the contract owner is diagnosed with a fatal illness or is confined in a medical care facility prior to making a withdrawal. There is no charge for this Endorsement.

Application Form P-BBND-APP(2/13)

Application form P-BBND-APP(2/13) will be used with Annuity Contract Form P-BBND(2/13); it may be used as a paper application, or in electronic format (.pdf).

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 enclosed Annuity Schedule, Schedule Supplement and Application Form. Pruco reserves 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. Pruco confirms that, should we wish to change any information in a 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 and schedule supplement will be used with Contract Form P-BBND(2/13):

- Medically Related Surrender Schedule Supplement P-SCH-MRS(2/10). This Schedule Supplement will be used with Medically Related Surrender Endorsement P-END-MRS(2/13) described above. The Medically Related Surrender Schedule Supplement was approved by the Department on November 3, 2009 under file number PRUD-12635908.
- 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

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pursuant to the Internal Revenue Code. The Entity Continuation Endorsement was approved by the Department on October 17, 2006 under file number SERT-6UHN9L372/00.

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,

Kristin E. Jaekle
Contract Specialist
Phone: (203) 925-3878, Fax: (203) 944-7737
Email: kristin.jaekle@prudential.com

Exhibit "A"

FORM NUMBER DESCRIPTION

P-BBND(2/13) Individual Variable Annuity Contract
P-RID-LI-DB(2/13) Lifetime Income with Death Benefit Rider
P-2SCH-LI-DB(2/13) Lifetime Income with Death Benefit Schedule Supplement
P-END-MRS(2/13) Medically Related Surrender Endorsement
P-BBND-APP(2/13) Application Form to be used with Individual Annuity Contract
P-BBND(2/13)

Previously-Approved Forms:

P-SCH-MRS(2/10) Medically Related Surrender Schedule Supplement
P-END-ENT(9/06) Entity Continuation Endorsement

State: Arkansas **Filing Company:** Pruco Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: PDI (2/13)
Project Name/Number: PDI (2/13)/P-BBND(2/13)

Company and Contact

Filing Contact Information

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

Filing Company Information

Pruco Life Insurance Company
 751 Broad Street
 Newark, NJ 07102-3777
 (973) 802-6000 ext. [Phone]

CoCode: 79227
 Group Code: 304
 Group Name:
 FEIN Number: 22-1944557

State of Domicile: Arizona
 Company Type: Life
 State ID Number:

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

Company	Amount	Date Processed	Transaction #
Pruco Life Insurance Company	\$130.00	12/07/2012	65540754
Pruco Life Insurance Company	\$120.00	12/11/2012	65636675

SERFF Tracking #:

PRUD-128798574

State Tracking #:**Company Tracking #:**

IFSA-P-BBND(2/13)KJ

State:

Arkansas

Filing Company:

Pruco Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name:

PDI (2/13)

Project Name/Number:

PDI (2/13)/P-BBND(2/13)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/18/2012	12/18/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/13/2012	12/13/2012
Pending Industry Response	Linda Bird	12/11/2012	12/11/2012

Response Letters

Responded By	Created On	Date Submitted
Kristin Jaekle	12/14/2012	12/14/2012
Kristin Jaekle	12/11/2012	12/11/2012

State: Arkansas **Filing Company:** Pruco Life Insurance Company
TOI/Sub-TOI: A031 Individual Annuities - Deferred Variable/A031.002 Flexible Premium
Product Name: PDI (2/13)
Project Name/Number: PDI (2/13)/P-BBND(2/13)

Disposition

Disposition Date: 12/18/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statements of Variability		Yes
Supporting Document	Certification of Compliance		Yes
Form	Contract		Yes
Form	Lifetime Income with Death Benefit Rider		Yes
Form	Lifetime Income with Death Benefit Schedule Supplement		Yes
Form	Medically Related Surrender Endorsement		Yes
Form	Application		Yes

State: Arkansas **Filing Company:** Pruco Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: PDI (2/13)
Project Name/Number: PDI (2/13)/P-BBND(2/13)

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/13/2012
Submitted Date	12/13/2012
Respond By Date	01/14/2013

Dear Anthony Pereira,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

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

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

State: Arkansas **Filing Company:** Pruco Life Insurance Company
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Product Name: PDI (2/13)
Project Name/Number: PDI (2/13)/P-BBND(2/13)

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/11/2012
Submitted Date	12/11/2012
Respond By Date	01/11/2013

Dear Anthony Pereira,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$120.00 filing fee is received.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

State: Arkansas **Filing Company:** Pruco Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: PDI (2/13)
Project Name/Number: PDI (2/13)/P-BBND(2/13)

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/14/2012
Submitted Date	12/14/2012

Dear Linda Bird,

Introduction:

This is in response to your comments dated December 13, 2012.

Response 1

Comments:

I have attached the Certification of Compliance for this submission.

Related Objection 1

Comments: 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 - Item:	Certification of Compliance
Comments:	
Attachment(s):	
AR Cert of Compliance dtd 12-7-2012.pdf	

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your continued review of this submission. If you have any further questions, please contact the undersigned.

Kristin E. Jaekle

Contract Specialist

Phone: (203) 925-3878, Fax: (203) 944-7737

Email: kristin.jaekle@prudential.com

Sincerely,

Kristin Jaekle

State: Arkansas Filing Company: Pruco Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: PDI (2/13)
Project Name/Number: PDI (2/13)/P-BBND(2/13)

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/11/2012
Submitted Date	12/11/2012

Dear Linda Bird,

Introduction:

Thank you for your comments regarding the current filing fee requirements.

Response 1

Comments:

I have sent the additional \$120.00 filing fee to the Department via EFT and have updated our filing charts to reflect this requirement.

Related Objection 1

Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$120.00 filing fee is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your continued review of this submission. If you have any further questions, please contact the undersigned.

Kristin E. Jaekle
Contract Specialist
Phone: (203) 925-3878, Fax: (203) 944-7737
Email: kristin.jaekle@prudential.com

Sincerely,

Kristin Jaekle

State: Arkansas

Filing Company:

Pruco Life Insurance Company

TOI/Sub-TOI: A031 Individual Annuities - Deferred Variable/A031.002 Flexible Premium

Product Name: PDI (2/13)

Project Name/Number: PDI (2/13)/P-BBND(2/13)

Form Schedule

Lead Form Number: IFSA-P-BBND(2/13)KJ

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Contract	P-BBND(2/13)	POLA	Initial		0.000	P-BBND(2-13).pdf
2		Lifetime Income with Death Benefit Rider	P-RID-LI-DB(2/13)	POLA	Initial		0.000	P-RID-LI-DB(2-13).pdf
3		Lifetime Income with Death Benefit Schedule Supplement	P-2SCH-LI-DB(2/13)	POLA	Initial		0.000	P-2SCH-LI-DB(2-13).pdf
4		Medically Related Surrender Endorsement	P-END-MRS(2/13)	POLA	Initial		0.000	P-END-MRS(2-13).pdf
5		Application	P-BBND-APP(2/13)	AEF	Initial		0.000	P-BBND-APP(2-13).pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

PRUCO LIFE INSURANCE COMPANY

Corporate Address:

[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

Service Office Address:

[P.O. Box 7960
Philadelphia, PA 19176
Toll Free: 1-888-PRU-2888
Website:www.prudential.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(s) are then living.

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

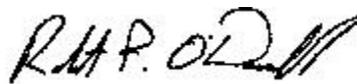
RIGHT TO CANCEL: You may cancel this Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 10 days after you receive it. The Annuity can be mailed or delivered either to us, at our Service Office, 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-account(s) 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, 2013]

TYPE OF BUSINESS: [Non-Qualified]

OWNER: [John Doe] **DATE OF BIRTH:** [October 21, 1972] **SEX:** [Male]

OWNER: [Mary Doe] **DATE OF BIRTH:** [October 15, 1972] **SEX:** [Female]

ANNUITANT: [John Doe] **DATE OF BIRTH:** [October 21,1972] **SEX:** [Male]

PURCHASE PAYMENT: [\$25,000]

PURCHASE PAYMENT AGE LIMITATION: [Purchase Payments may be accepted up to and including the day prior to the later of: the oldest Owner's [86th] birthday (the Annuitant's [86th] 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:

[Age of Purchase Payment Being Withdrawn	Percentage Applied Against Purchase Payment being Withdrawn
Less than 1 year old	7.0%
1 year old or older, but not yet 2 years old	7.0%
2 years old or older, but not yet 3 years old	6.0%
3 years old or older, but not yet 4 years old	6.0%
4 years old or older, but not yet 5 years old	5.0%
5 years old or older, but not yet 6 years old	5.0%
6 years old or older, but not yet 7 years old	5.0%
7 years old or older	0.0%]

MINIMUM WITHDRAWAL AMOUNT: [\$100]

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

MINIMUM SUB-ACCOUNT AMOUNT: [\$50], subject to the Purchase Payment Limit above if only one Sub-account is available on this Annuity.

INSURANCE CHARGE: [Assessed daily at an annualized rate of 1.00%]

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 \$100,000.]

ANNUITY SCHEDULE (Continued)

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

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

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

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

SUB-ACCOUNT(S): The following Sub-Account(s) is available as of the Issue Date: [AST Long Duration Bond Portfolio]

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

[Individual Retirement Annuity Endorsement

Guaranteed Income with Return of Adjusted Purchase Payments Death Benefit Rider]

DEFINITIONS

Account Value: The total value of all allocations to the Sub-account(s) 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.

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 in currency of the United States of America given to us in exchange for the rights, privileges and benefits outlined in this 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, 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 a benefit program. Such programs may impact certain provisions of this Annuity, including, but not limited to, Sub-account(s), surrenders, withdrawals, transfers, Spousal Continuation, and the Death Benefit. Charges may also apply to any benefit provided by rider or endorsement. A schedule supplement may also contain additional fields specific to any such benefit. Please refer to any applicable rider, endorsement and their respective schedule supplements for details regarding the impact on any provisions in this Annuity. Riders or endorsements pertaining to a benefit program available as of the Issue Date of this Annuity may not be available in the future.

ALLOCATION OF ACCOUNT VALUE

You may maintain Account Value in the one or more Sub-accounts we make available, subject to the limits set out in this Annuity. The Sub-Account(s) available for allocation of Account Value as of the Issue Date is shown in the Annuity Schedule. We will notify you if additional Sub-accounts are made available. The minimum amount you can allocate to a Sub-account ("the Minimum Sub-account Amount") is shown in the Annuity Schedule. If two or more Sub-accounts are made available, you may transfer Account Value between such Sub-accounts, 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. In 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.

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 the one or more Sub-accounts we make available with this Annuity as well as multiple Sub-Accounts made available in other annuities issued by us. 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, the Insurance Charge, the Annual Maintenance Fee, Tax Charges, a Transfer Fee, and any charges for any 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 made, we will use the Contingent Deferred Sales Charge percentage that would apply if the withdrawal was made on the following day. The charge percentage is shown in the "Contingent Deferred Sales Charge" section of the Annuity Schedule. The charge is deducted from the Sub-account(s) in the same proportion as the withdrawal upon which it is assessed.

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 fee 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 by a state, municipality or other jurisdiction. 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. A Transfer Fee is only applicable if two or more Sub-Accounts are available and you elect to transfer Account Value between or among such Sub-Accounts. 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 benefit riders made a part of this Annuity. See the "Account Value" section of this Annuity for a description of how the Insurance Charge is deducted.

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(s), a Contingent Annuitant(s), 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 and any other party with current vested rights for any transaction for which we require the written consent of Owners. 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 Annuitant(s), 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 one or more Sub-accounts we make available according to your instructions.

Additional Purchase Payments: The Purchase Payment Age 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 according to your instructions to the one or more Sub-accounts we make available. 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-account(s) in which your Account Value is then allocated excluding any Sub-account(s) to which you are not permitted to electively allocate or transfer Account Value.

ACCOUNT VALUE

Account Value in the Sub-account(s): We determine your Account Value separately for each of the one or more Sub-accounts we make available. 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 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) 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 and any applicable charge assessed against a Sub-account for any Rider attached to this Annuity 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-account(s) 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 in the one or more Sub-accounts we make available, excluding any Sub-account(s) to which you are not permitted to electively allocate or transfer Account Value. We may limit the availability of Sub-accounts for additional Purchase Payments or transfers. Should you request a transaction that would leave less than the Minimum Sub-account Amount, shown in the Annuity Schedule, in a Sub-account, we may, to the extent permitted by law, add the balance of your Account Value in the applicable Sub-account to the transaction and close out your balance in that Sub-account.

Transfer Restrictions: If two or more Sub-accounts are made available, we may limit the number of transfers between or among such Sub-accounts 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 Sub-accounts 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 Sub-account(s) 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.

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 shown in the Annuity Schedule, 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 "old" Purchase Payments not previously withdrawn (those Purchase Payments to which Contingent Deferred Sales Charges no longer apply prior to the withdrawal); then from
- (2) "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
- (3) 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. We will calculate a required minimum distribution amount each year, based solely on the value of this Annuity. The amount we calculate ("Required Minimum Distribution") will not be based on any other annuities, savings or investments. We will notify you of the Required Minimum Distribution amount each year. If you choose to have the Required Minimum Distribution paid out from this Annuity, you must do so through a program we make available.

Unless we receive other instructions from you, we will take each Required Minimum Distribution pro-rata from the Sub-account(s) 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. 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.

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.

The Death Benefit is determined as of the date we receive Due Proof of Death of the decedent. The amount of the Death Benefit is equal to the Account Value on the date we receive Due Proof of Death of the decedent. However, any Death Benefit amount not paid in full on the date of Due Proof of Death is subject to fluctuation in value due to the investment performance of the Sub-account(s) until the Death Benefit is paid out in full. 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 an election, a Beneficiary may not alter such an election. However, if you have not previously made such an 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.

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.

Spousal Continuation: We allow the Spouse to continue the Annuity subsequent to a decedent's death, subject to our rules and subject to our receipt of Due Proof of Death. The situations where the Annuity may continue subsequent to a death will be determined by us. For example, these situations may include 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 made before Spousal Continuation.

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. Should the Owner die before the end of the Period Certain, the remaining Period Certain payments are paid to the named Beneficiary, or your estate if no Beneficiary is named, until the end of the Period Certain.
- 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. Should the Annuitant die before the end of the Period Certain, the remaining Period Certain payments are paid to the named Beneficiary, or your estate if no Beneficiary is named, until the end of the Period Certain.

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) or, if applicable, any named Beneficiary. If no Beneficiary has been named, any remaining Period Certain payments will be paid to your estate. 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 Certain Period), 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.

Translation of Adjusted Age			
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

Table 1 –Payments for a Period Certain							
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, the Death Benefit or any increase to Account Value under the "Spousal Continuation" section, 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-account(s) 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 44th Street, Suite 250
Phoenix, Arizona 85014]

LIFETIME INCOME WITH DEATH BENEFIT RIDER

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the 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 back to the provisions in the Annuity, except as may be provided below.

General: This Rider makes provision for guaranteed minimum payments for the lifetime of a Single Designated Life/Spousal Designated Lives/Remaining Designated Life (explained below). Generally, if your Account Value is reduced to zero and you meet certain requirements, we pay a remaining value, as described in the "Guarantee Payments" section. This Rider also makes provision for a minimum death benefit payable upon the death of a Single Designated Life or the Remaining Designated Life.

Effective Date: The Effective Date of this Rider is shown in the Lifetime Income with Death Benefit Schedule Supplement ("the Schedule Supplement").

Definitions: For purposes of this Rider, the following definitions apply:

Adjusted Purchase Payments: Purchase Payments we receive, decreased by any fees or Tax Charges deducted from such Purchase Payments upon allocation to the Annuity.

Designated Life/Lives: The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Schedule Supplement or in our records.

First Death: The death of the first of the Spousal Designated Lives to die.

Lifetime Withdrawal: Any Withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal. Once you have taken your first Lifetime Withdrawal from the Annuity, all further Withdrawals will be deemed to be Lifetime Withdrawals.

Non-Lifetime Withdrawal: A Withdrawal elected and designated as such by you.

Withdrawal(s): Withdrawals of any type (including partial withdrawals) before the application of any applicable Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal.

Other capitalized terms in this Rider are either defined in this Rider or in the Annuity.

Owner, Annuitant and Beneficiary Designations: For purposes of this Rider, the designations under your Annuity must be as follows:

For a Single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Single Designated Life. If the Owner is an entity that we permit, the Annuitant must be the Single Designated Life. You may not name multiple Owners if a Single Designated Life is listed in the Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouse on the Effective Date and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If two Owners are named, each must be a Spousal Designated Life. No additional Owners may be named. While both Spousal Designated Lives

are alive, each Owner must be designated as the other Owner's primary Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the Remaining Designated Life after the First Death.

For a Remaining Designated Life:

Such person must be a natural person and must have been listed as one of the Spousal Designated Lives on the Effective Date. A Spousal Designated Life will become the Remaining Designated Life on the earlier of the First Death, or divorce from the other Spousal Designated Life while this Rider is in effect. In the event of the divorce of the Spousal Designated Lives, and the resulting removal of one of the Spousal Designated Lives as an Owner, Annuitant or Beneficiary under the Annuity, the other Spousal Designated Life will become the Remaining Designated Life under this Rider if we receive notice of the divorce, and any other documentation we require, in Good Order, at our Service Office. Any new Beneficiary(ies) named by the Remaining Designated Life will not be a Spousal Designated Life.

While this Rider is in effect, a change in the Single Designated Life, Spousal Designated Lives, or Remaining Designated Life will cause this Rider to terminate, as described in the "Termination of Benefits" section. As a result, your ability to make changes to Owner/Annuitant designations may be restricted. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives and a Remaining Designated Life. However, such new Beneficiary(ies) will not be a Spousal Designated Life, and would therefore result in the Rider terminating at the death of the Remaining Designated Life.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Schedule Supplement.

Guaranteed Income Amount

We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount ("Guaranteed Income Amount") as one or multiple Lifetime Withdrawals.

The initial Guaranteed Income Amount is determined on the Effective Date. It is determined by applying the applicable Income Percentage shown in the Schedule Supplement to the Account Value on the Effective Date. The applicable Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the Effective Date.

On each Valuation Day thereafter, until the earlier of the date the Income Growth Cap (shown in the Schedule Supplement) is reached, or the date of the first Lifetime Withdrawal, the Guaranteed Income Amount is equal to:

- the Guaranteed Income Amount on the immediately preceding Valuation Day (the "Prior Valuation Day"), appreciated at the daily equivalent of the Income Growth Rate shown in the Schedule Supplement for each calendar day between the Prior Valuation Day and the Current Valuation Day, and
- reduced for Non-Lifetime Withdrawals and increased for Adjusted Purchase Payments made on the Current Valuation Day, as described in the "Impact of Non-Lifetime Withdrawals" and "Additional Purchase Payment(s)" sections below.

If you have not made a Lifetime Withdrawal on or before the date the Income Growth Cap is reached, we will continue to calculate the Guaranteed Income Amount. On each Valuation Day after the Income Growth Cap is reached, until you make a Lifetime Withdrawal, the Guaranteed Income Amount is equal to the Guaranteed Income Amount on the Prior Valuation Day, reduced for Non-Lifetime Withdrawals and increased for Adjusted Purchase Payments made on the Current Valuation Day, as described in the "Impact of Non-Lifetime Withdrawals" and "Additional Purchase Payment(s)" sections below.

Once you have made the first Lifetime Withdrawal in any Annuity Year, the remaining Guaranteed Income Amount for that Annuity Year is reduced for Lifetime Withdrawals and increased for Adjusted Purchase Payments as described in the "Impact of Lifetime Withdrawals" and "Additional Purchase Payment(s)" sections below.

Impact of Non-Lifetime Withdrawals: Non-Lifetime Withdrawals, including any Required Minimum Distribution amount you designate as a Non-Lifetime Withdrawal, proportionally reduce the Guaranteed Income Amount by the ratio of the Non-Lifetime Withdrawal amount to the Account Value immediately prior to the Non-Lifetime Withdrawal. Non-Lifetime Withdrawals, excluding any Required Minimum Distribution Amount you designate as a Non-Lifetime Withdrawal, are subject to any applicable Contingent Deferred Sales Charge. Non-Lifetime Withdrawals are subject to the Minimum Surrender Value After a Partial Withdrawal shown in the Annuity Schedule.

Impact of Lifetime Withdrawals: Lifetime Withdrawals reduce the remaining Guaranteed Income Amount available during an Annuity Year by the amount of the Withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Guaranteed Income Amount for that Annuity Year do not reduce the Guaranteed Income Amount in subsequent Annuity Years. All or any portion of a Lifetime Withdrawal that exceeds the Guaranteed Income Amount for that Annuity Year is considered Excess Income. Each Withdrawal of Excess Income proportionally reduces the Guaranteed Income Amount available for future Annuity Years. Each proportional reduction is calculated by multiplying the Guaranteed Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the Withdrawal of any Guaranteed Income Amount and prior to the Withdrawal of the Excess Income (even if both Withdrawals occurred in the same day or as one Withdrawal request).

Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Guaranteed Income Amount are not subject to Contingent Deferred Sales Charges. Such Lifetime Withdrawals are not treated as Withdrawals of Purchase Payments. Each Withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge. Lifetime Withdrawals that are not Excess Income are not subject to the Minimum Surrender Value After a Partial Withdrawal shown in the Annuity Schedule.

Withdrawal Flexibility: Lifetime Withdrawals are not required. However, once you take the first Lifetime Withdrawal, the Guaranteed Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that, in total, are less than the Guaranteed Income Amount.

Additional Purchase Payment(s): Before your Account Value is reduced to zero, you may make additional Purchase Payments, subject to the following "Purchase Payments Limitation" section. We will not accept additional Purchase Payments once the Account Value becomes zero.

The Guaranteed Income Amount is increased by an amount obtained by multiplying the Adjusted Purchase Payment by the applicable Income Percentage shown in the Schedule Supplement. The applicable Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date the Adjusted Purchase Payment is allocated to the Annuity. If this Rider has been issued on a Spousal Designated Lives basis, and one of the Spousal Designated Lives becomes the Remaining Designated Life, we will continue to use the date of birth of the younger of the Spousal Designated Lives for purposes of determining the applicable Income Percentage.

Purchase Payment(s) Limitation: While this Rider is in effect, we may limit, restrict, suspend or reject any additional Purchase Payments at any time, on a non-discriminatory basis. Circumstances where we may limit, restrict, suspend or reject additional Purchase Payments include, but are not limited to, the following:

- if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Guaranteed Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Guaranteed Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s); or
- if we are not then offering this benefit for new issues; or
- if we are offering a modified version of this benefit for new issues.

We will exercise such reservation of right for all annuity purchasers in the same class of annuity, in a non-discriminatory manner.

Required Minimum Distributions: Unless designated as a Non-Lifetime Withdrawal, a Required Minimum Distribution is considered a Lifetime Withdrawal from the Annuity. The following rules apply to determine if any portion of a Required Minimum Distribution amount will be treated as Excess Income.

For purposes of this provision, in relation to any Annuity Year, the "Second Calendar Year" is the calendar year following the calendar year in which the Annuity Year began.

In general, Withdrawals made from the Annuity during an Annuity Year to meet the Required Minimum Distribution provisions of the Code will not be treated as Excess Income. However, if in any Annuity Year, you take a Lifetime Withdrawal in the Second Calendar Year, then the amount which will not be treated as Excess Income is the greater of:

- (1) the remaining Guaranteed Income Amount for that Annuity Year, and
- (2) the difference between the Second Calendar Year's remaining Required Minimum Distribution amount and the Guaranteed Income Amount.

Any remaining Required Minimum Distribution amount for the Second Calendar Year can be taken in the following Annuity Year.

If, in any Annuity Year, your Required Minimum Distribution amount is not greater than the Guaranteed Income Amount, any Withdrawals in excess of the Guaranteed Income Amount will be treated as Excess Income.

For purposes of this provision, Required Minimum Distributions are determined based on the value of this Annuity, and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution if not for the suspension as eligible for treatment under this provision.

Guarantee Payments

Once your Account Value is reduced to zero, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Guaranteed Income Amount to zero, until the death of the Single Designated Life, the simultaneous deaths of both Spousal Designated Lives, or the death of the Remaining Designated Life, as applicable. In the Annuity Year in which your Account Value is reduced to zero, the only Guarantee Payment due, if any, equals the Guaranteed Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Guaranteed Income Amount in effect as of the date the Account Value was reduced to zero.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for:

- a joint life and last survivor fixed annuity if both Spousal Designated Lives are living and each other's Spouse when Guarantee Payments would begin, or
- a single life fixed annuity if there is a Remaining Designated Life under this Rider, or if this Rider was issued with a Single Designated Life.

We use the same basis that is used to calculate the guaranteed annuity rates in the Annuity.

Guarantee Payments end on the date of death of the Single Designated Life or the Remaining Designated Life.

Annuity Payments

If annuity payments are to begin under the terms of the Annuity, you can elect to either:

- (1) apply your Account Value, less any applicable Tax Charges, to any annuity payment option available in the "Annuity Payout Options" section of the Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each Annuity Year equal to the Guaranteed Income Amount on that date. We will continue to make such payments until the death of the Single Designated Life or the Remaining Designated Life. If this option is elected, the Guaranteed Income Amount will not increase after annuity payments have begun.

We must receive your request at our Service Office in Good Order. If annuity payments are to begin under the terms of the Annuity and you have not made an election, we will make annual annuity payments as:

- a joint life and last survivor fixed annuity if both Spousal Designated Lives are living and each other's Spouse on the date annual annuity payments would begin, or
- as a single life fixed annuity if there is a Remaining Designated Life, or this Rider was issued with a Single Designated Life,

each with ten payments certain (or a lesser number of payments certain if the life expectancy of the Annuitant at the time payments are to begin is less than 10 years, based on applicable Internal Revenue Service tables) using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in the Annuity.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Guaranteed Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in the Annuity; and
- (2) the Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option including, but not limited to, any default option and any period certain, to conform to applicable tax law and to satisfy the Required Minimum Distribution rules.

Once annuity payments begin under the terms of the Annuity or this Rider, the Death Benefit feature described below will terminate.

Death Benefit

While this Rider is in effect, and until Guarantee Payments or annuity payments have begun, a Death Benefit is payable upon the death of the Single Designated Life or the Remaining Designated Life as follows:

- If a Single Designated Life is listed in the Schedule Supplement, a Death Benefit will be payable when we receive Due Proof of Death of the Single Designated Life.
- If Spousal Designated Lives are listed in the Schedule Supplement, a Death Benefit is payable when we receive Due Proof of Death of the Remaining Designated Life.

While this Rider is in effect, if we receive Due Proof of Death during the Due Proof of Death Period shown in the Schedule Supplement, the Death Benefit payable is the greater of: (i) the Basic Death Benefit described in the "Death Benefit" section of the Annuity, or (ii) the Return of Adjusted Purchase Payments Amount described below.

If we do not receive Due Proof of Death within the Due Proof of Death Period, the Death Benefit is the Basic Death Benefit described in the Annuity. 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: Initially, this is an amount equal to the Account Value on the Effective Date. Thereafter, on each Valuation Day, up to and including the date we receive Due Proof of Death of the Single Designated Life or the Remaining Designated Life, as applicable, the Return of Adjusted Purchase Payments Amount is increased by the amount of any additional Adjusted Purchase Payments allocated to the Annuity on that day, and reduced for any Withdrawal(s) made on that day, as follows:

- Non-Lifetime Withdrawals proportionally reduce the Return of Adjusted Purchase Payments Amount by the ratio of the Non-Lifetime Withdrawal amount to the Account Value immediately prior to the Non-Lifetime Withdrawal.
- Lifetime Withdrawals that are not considered Excess Income (as described in this Rider) reduce the Return of Adjusted Purchase Payments Amount by the amount of the Withdrawal.
- All or a portion of a Lifetime Withdrawal that is considered Excess Income proportionally reduces the Return of Adjusted Purchase Payments Amount by the ratio of the Excess Income to the Account Value immediately prior to the Withdrawal of the Excess Income.

Spousal Continuation: If this Rider is issued with a Single Designated Life or with Spousal Designated Lives, and a Spouse who is not the Remaining Designated Life elects to continue the Annuity, the "Spousal Continuation" provision of the Annuity is supplemented as follows:

Upon Spousal Continuation, the Account Value is increased, if necessary, to equal the greater of: (1) the Basic Death Benefit described in the Annuity, or (2) the Return of Adjusted Purchase Payments Amount. Benefits pursuant to this Rider will terminate.

Any increase to the Account Value resulting from such adjustment will be allocated on a pro-rata basis to the Sub-account(s) to which your Account Value is then allocated, excluding any Sub-account(s) to which you are not permitted to electively allocate or transfer Account Value.

Other Death Benefit Provisions: All other provisions applicable to the Death Benefit described in your Annuity continue to apply, unless specifically indicated in this Rider.

The Death Benefit described in this Rider is available only if this Rider is in effect, and until Guarantee Payments or annuity payments begin under the terms of this Rider or the Annuity.

Once Guarantee Payments or annuity payments begin, the Death Benefit feature of this Rider will terminate.

General Provisions Relating to this Rider

Misstatement of Age or Sex: For purposes of this Rider, the following sentence is added to the "Misstatement of Age or Sex" section of the Annuity:

If there has been a misstatement of the age and/or sex of a Single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

Minimum Surrender Value: Any provision in the Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

Investment Limitations: While this Rider is in effect, your entire Account Value must be allocated to only the Sub-account(s) we permit. At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing the prohibited Sub-account(s), changing the extent to which Account Value may be allocated to a Sub-account, and changing the required Sub-account(s). 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 the Effective Date, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply to new issues 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.

Withdrawals: Any Withdrawal(s) from the Annuity while this Rider is in effect will be taken on a pro-rata basis from the Sub-account(s) to which your Account Value is then allocated.

Charge for the Rider: The charge for this Rider depends on whether you have named a Single Designated Life or Spousal Designated Lives. The charge is applied against the daily total value of each Sub-account to which your Account Value is then allocated. The charge is assessed each day at the daily equivalent of the applicable rate. On the Effective Date, the applicable rate is as shown in the Schedule Supplement. The charge is included in the calculation of the Net Investment Factor of the Annuity to which this Rider is attached.

We may adjust the charge for the Rider at any time on or after the Earliest Charge Change Date. Any increased charge will not exceed the Maximum Charge for the Rider. The Earliest Charge Change Date and the Maximum Charge for the Rider are shown in the Schedule Supplement. We will notify you in advance of any change in the charge. We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" section below.

Facility of Payment: We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

Proof of Survival: Any Guarantee Payment is subject to evidence we receive in Good Order that the Single Designated Life, at least one of the Spousal Designated Lives, or the Remaining Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the Single Designated Life, at least one of the Spousal Designated Lives or the Remaining Designated Life. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

Recovery of Excess Guarantee Payments: We may recover from you or your estate any Guarantee Payments made after the death of the Single Designated Life or the Remaining Designated Life.

Termination of Benefits: You may **not** elect to terminate this Rider. Benefits pursuant to this Rider will terminate upon the first to occur of the following events:

- (1) the date we receive your request for full surrender of the Annuity;
- (2) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the Remaining Designated Life elects not to continue the Annuity;
- (3) the date of receipt of Due Proof of Death of the Owner (or the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and there is any Account Value on the date of death;
- (4) the date of receipt of Due Proof of Death of the Single Designated Life or the Remaining Designated Life if a Death Benefit is payable under the Death Benefit provisions of this Rider;
- (5) the date of death of the Single Designated Life or the Remaining Designated Life when Account Value is reduced to zero as of the date of death;
- (6) if there is any Account Value on the Annuity Date, or if earlier, the date we transfer all Account Value in order to begin annuity payments;
- (7) each of the Account Value and the Guaranteed Income Amount is zero;
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" section of this Rider or the Annuity, or if we do not then consent, on a non-discriminatory basis, to continue the Rider; and
- (9) the date you first allocate or transfer any portion of your Account Value to any Sub-account(s) to which you are not permitted to electively allocate or transfer Account Value.

PRUCO LIFE INSURANCE COMPANY



[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

LIFETIME INCOME WITH DEATH BENEFIT SCHEDULE SUPPLEMENT

Annuity Number: [001-0001]

Effective Date of the Lifetime Income with Death Benefit Rider: [Issue Date of the Annuity]

[[Single][Spousal] Designated Life/Lives]:

[John Doe]
 [[Mary Doe]

Date of Birth: [October 21, 1972]
Date of Birth: [October 15, 1972]

Income Growth Rate: [6.0% per year]

Income Growth Cap: [The date up to and including the [20th] Anniversary of the Effective Date]

Income Percentage:

[Attained Age of Single Designated Life	Income Percentage	Attained Age of Single Designated Life	Income Percentage	Attained Age of Single Designated Life	Income Percentage
40	4.50%	56	5.30%	71	6.05%
41	4.55%	57	5.35%	72	6.10%
42	4.60%	58	5.40%	73	6.15%
43	4.65%	59	5.45%	74	6.20%
44	4.70%	60	5.50%	75	6.25%
45	4.75%	61	5.55%	76	6.30%
46	4.80%	62	5.60%	77	6.35%
47	4.85%	63	5.65%	78	6.40%
48	4.90%	64	5.70%	79	6.45%
49	4.95%	65	5.75%	80	6.50%
50	5.00%	66	5.80%	81	6.55%
51	5.05%	67	5.85%	82	6.60%
52	5.10%	68	5.90%	83	6.65%
53	5.15%	69	5.95%	84	6.70%
54	5.20%	70	6.00%	85	6.75%]
55	5.25%				

LIFETIME INCOME WITH DEATH BENEFIT SCHEDULE SUPPLEMENT (Continued)

[Attained Age of Younger Spousal Designated Life	Income Percentage	Attained Age of Younger Spousal Designated Life	Income Percentage	Attained Age of Younger Spousal Designated Life	Income Percentage
40	4.00%	56	4.80%	71	5.55%
41	4.05%	57	4.85%	72	5.60%
42	4.10%	58	4.90%	73	5.65%
43	4.15%	59	4.95%	74	5.70%
44	4.20%	60	5.00%	75	5.75%
45	4.25%	61	5.05%	76	5.80%
46	4.30%	62	5.10%	77	5.85%
47	4.35%	63	5.15%	78	5.90%
48	4.40%	64	5.20%	79	5.95%
49	4.45%	65	5.25%	80	6.00%
50	4.50%	66	5.30%	81	6.05%
51	4.55%	67	5.35%	82	6.10%
52	4.60%	68	5.40%	83	6.15%
53	4.65%	69	5.45%	84	6.20%
54	4.70%	70	5.50%	85	6.25%
55	4.75%				

Minimum Guarantee Payment: [\$100]

Due Proof of Death Period: [A period of [1 year], beginning on the decedent's date of death]

Charge for the Rider: [You have elected this Rider on a [Single Designated Life][Spousal Designated Lives] basis. Therefore the Charge for the Rider is assessed daily, based on an annualized rate of [0.75][0.75]%.]

Earliest Charge Change Date: [The Valuation Day coinciding with or next following the [5th] anniversary of the Effective Date]

Maximum Charge for the Rider: The daily equivalent of an annualized rate of 1.50%

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

MEDICALLY RELATED SURRENDER ENDORSEMENT

This Endorsement is made a part of your Annuity. If the terms of your Annuity and those of this Endorsement conflict, the provisions of this Endorsement shall control. The benefit provided pursuant to the terms of this Endorsement is a "Medically Related Surrender Benefit."

Effective Date: The Effective Date of this Endorsement is shown in the Medically Related Surrender Schedule Supplement.

Definitions:

Contingency Event: A "Contingency Event" occurs if an Owner (the Annuitant, if the Annuity is owned by an entity) is:

- a) first confined in a Medical Care Facility after the Issue Date and while this Annuity is in force, remains confined for at least 90 consecutive days, and remains confined on the date we receive the Medically Related Surrender Request in Good Order at our Service Office; or
- b) first diagnosed as having a Fatal Illness after the Issue Date and while this Annuity is in force. We may require a second or third medical opinion regarding such diagnosis, at our expense, by a Physician(s) chosen by us. We may request the third medical opinion if the second opinion received conflicts with the first opinion.

Fatal Illness: A condition:

- a) diagnosed by a Physician; and
- b) expected to result in death within 24 months after the diagnosis in 80% of the cases diagnosed with this condition.

Licensed Practical Nurse: A person who is:

- a) A professional nurse legally designated "LPN" who, where licensing is required, holds a valid license according to the laws of the United States jurisdiction in which the nursing service is performed and is acting within the scope of that license; and
- b) not you, the Annuitant, or member of either your or the Annuitant's family.

The term licensed practical nurse (LPN) shall include a licensed vocational nurse (LVN) and any other similarly designated nurse in those jurisdictions in which a professional nurse is designated as other than an LPN and for whom licensing is required.

Medical Care Facility: A facility operated and licensed pursuant to laws of any United States jurisdiction providing medically necessary in-patient care, which is:

- a) prescribed by a Physician in writing;
- b) recognized as a general hospital or long-term care facility by the proper authority of the United States jurisdiction in which it is located;
- c) recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; and
- d) certified as a hospital or long-term care facility; or
- e) a nursing home licensed by the United States jurisdiction in which it is located and offers the services of a Registered Nurse (RN) or Licensed Practical Nurse (LPN) 24 hours a day that maintains control of all prescribed medications dispensed and daily medical records.

Physician: A person who is:

- a) a professional physician who holds a valid license according to the laws of the United States jurisdiction in which the medical service is performed and is acting within the scope of that license; and
- b) not you, the Annuitant, or member of either your or the Annuitant's family.

Registered Nurse: A person who is:

- a) a professional nurse legally designated "RN" who, where licensing is required, holds a valid license according to the laws of the United States jurisdiction in which the nursing service is performed and is acting within the scope of that license; and
- b) not you, the Annuitant, or member of either your or the Annuitant's family.

MEDICALLY RELATED SURRENDER

Upon the occurrence of a Contingency Event prior to the Annuity Date, you may submit a request to our Service Office in Good Order to surrender all or part of your Annuity without application of any Contingent Deferred Sales Charge.

If, as a result of your request for a partial withdrawal, the Surrender Value of your Annuity would be less than the Minimum Surrender Value after a Partial Withdrawal shown in the Annuity Schedule, we reserve the right to treat your request as a request for a full surrender.

All Owners (the Annuitant, if your Annuity is owned by an entity) must be alive as of the date we pay the proceeds of such surrender request. This benefit is available only if we agree to, and accept, your designation of the Owner (the Annuitant, if the Annuity is owned by an entity) prior to the occurrence of a Contingency Event.

This benefit is not available:

- (i) if the Annuity has been assigned, or
- (ii) on the portion, if any, of the amount of the Medically Related Surrender which, when added to the aggregate amount of Medically Related Surrenders you have previously taken under this Annuity and all other annuities issued to you by us or one of our affiliates, would exceed the Maximum Medically Related Surrender Amount shown in the Medically Related Surrender Schedule Supplement. We reserve the right to waive, on a non-discriminatory basis, our right to enforce the Maximum Medically Related Surrender Amount.

Additional Purchase Payments may not be made after a Medically Related Surrender has been approved.

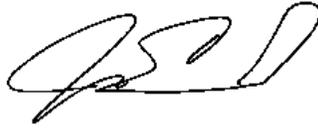
Distributions under this Endorsement are subject to all reporting and withholding rules applicable to annuity distributions.

When we receive your completed Medically Related Surrender Request form, in Good Order, we will process it. If we disapprove your request, we will notify you.

Termination of this Endorsement: Termination of this Endorsement is subject to the following rules:

- A. **Termination due to Death:** This Endorsement terminates automatically as of the date the Annuity's Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary.
- B. **Termination on the Annuity Date:** This Endorsement terminates automatically as of the Annuity Date.
- C. **Termination upon Surrender:** This Endorsement terminates upon surrender of the Annuity to which it is made a part.

PRUCO LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to be 'JSD', written in a cursive style.

[_____]
Secretary



Prudential

Annuities Service Center
Financial Professionals:
1-800-513-0805
Fax 1-800-576-1217
www.prudentialannuities.com

Regular Mail Delivery
Annuities Service Center
P.O. Box 7960
Philadelphia, PA 19176

Overnight Service, Certified or
Registered Mail Delivery
Prudential Annuities Service Center
2101 Welsh Road
Dresher, PA 19025

Prudential Defined Income
Variable Annuity Application

Annuities are issued by Pruco Life Insurance Company

SECTION 1 ■ LIFETIME INCOME SELECTION (One must be chosen)

- Single Designated Life
Spousal Designated Lives

SECTION 2 ■ OWNERSHIP INFORMATION

A. TYPE OF OWNERSHIP

Non Entity: Natural Person(s)

Entity: Custodian C Corporation* S Corporation* Trust*

*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. If a Co-owner is elected, then the Spousal Designated Lives option must be chosen above

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:

(Continued)

SECTION 2 ■ OWNERSHIP INFORMATION (continued)

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))

SECTION 3 ■ BENEFICIARY INFORMATION - NOTE: IF MORE THAN 3 BENEFICIARIES SEE SECTION 7

- 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, ROTH IRA, SEP-IRA or 403(b), 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) Male Female Birth Date (Mo - Day - Yr)

Primary Relationship SSN/TIN Percentage
 Contingent _____ %

Name (First, Middle, Last) Male Female Birth Date (Mo - Day - Yr)

Primary Relationship SSN/TIN Percentage
 Contingent _____ %

Name (First, Middle, Last) Male Female Birth Date (Mo - Day - Yr)

Primary Relationship SSN/TIN Percentage
 Contingent _____ %

SECTION 4 ■ ANNUITY INFORMATION

A. TYPE OF CONTRACT TO BE ISSUED

- Non-Qualified SEP-IRA* Roth 401(k)*(Plan Year) _____ 457(b)*(gov't. entity)
- 401*(Plan Year) _____ IRA Roth IRA 403(b)* 457(b)*(501(c) tax-exempt)
- 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

(Continued)

SECTION 4 ■ ANNUITY INFORMATION (continued)

B. 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.

Your purchase payment(s) will be allocated 100% to the AST Long Duration Bond Portfolio.

SOURCE OF FUNDS

- Non-Qualified SEP-IRA 403(b) Traditional IRA 401(a) Roth IRA 401(k)
- Other _____

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 ... \$ _____

SECTION 5 ■ E-DOCUMENTS

By providing my e-mail address below, and my signature in Section 11 of this application, I consent to receive and accept documents electronically during the duration of my variable annuity contract. These documents include, but are not limited to: account statements, confirmations, privacy notices, tax documents, prospectuses and prospectus supplements, annual and semi-annual reports, proxy statements, and correspondence. This consent will continue unless and until I revoke my consent by notifying Prudential at which time I will begin receiving paper documents by mail. I understand that e-mail notifications will be sent to me, indicating that documents are available, and will include instructions on how to quickly and easily access the documents by going to Prudential's website.

Certain types of correspondence may still be delivered to you by paper mail. Registration on Prudential's website is required for electronic delivery. There are no fees charged by Prudential for the e-Documents service or for paper documents. You must have a computer with Internet access, an active e-mail account, and Adobe Acrobat Reader to view your documents electronically. You can download Adobe Acrobat at no charge. 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" 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

ALABAMA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ALASKA: All statements and descriptions in an application for an insurance policy or annuity contract, or in negotiations for the policy or contract, by or in behalf of the insured or annuitant, shall be considered to be representations and not warranties. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the policy or contract unless either (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; or (3) the insurer in good faith would either not have issued the policy or contract, or would not have issued a policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

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 Participant(s)/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, 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 may include imprisonment, fines or a denial of insurance benefits.

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

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.

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)

- I represent that the Annuity for which I am applying is not being purchased for speculation, arbitrage, viatication or any other type of collective investment scheme now or at any time prior to its termination; and
- I acknowledge that the Annuity for which I am applying may not be traded on any stock exchange or secondary market; and
- I represent that I am not being compensated in any way for the purchase of the Annuity for which I am applying; and
- 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 account investment option(s), are variable and not guaranteed as to a dollar amount; and
- I represent to the best of my knowledge and belief that the statements made in this application are true and complete; and
- I acknowledge that I have received a current prospectus for this annuity.

SECTION 10 ■ OWNER & FINANCIAL PROFESSIONAL - REPLACEMENT INFORMATION

REQUIRED ➔ Both the Owner Response and the Financial Professional Response columns must be completed.

Replacement Questions	Owner Response	Financial Professional Response
Does the Owner have any existing individual life insurance policies or annuity contracts? <i>(If yes, a State Replacement Form is required for NAIC model regulation states.)</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this annuity replace or change any existing individual life insurance policies or annuity contracts? <i>(If yes, complete the following and submit a State Replacement Form, if required.)</i> If yes - Company: _____ Policy #: _____ Year Issued : _____	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION 11 ■ OWNER SIGNATURE(S)

By signing below and having entered an e-mail address in Section 5, E-Documents, I am providing my informed consent to receive standard regulatory documents and other documents listed in Section 5 by electronic delivery.

REQUIRED ➔ State where signed _____ (If contract is issued 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 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 Signature _____ - _____ - _____
Month Day Year

SIGN HERE ➔ _____
Annuitant Signature (if different from Owner) _____ - _____ - _____
Month Day Year

SERFF Tracking #:

PRUD-128798574

State Tracking #:

Company Tracking #:

IFSA-P-BBND(2/13)KJ

State: Arkansas

Filing Company:

Pruco Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: PDI (2/13)

Project Name/Number: PDI (2/13)/P-BBND(2/13)

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Cover Letter		
Comments:	A copy of the cover letter has been attached.		
Attachment(s):	AR PDI Cover Letter 12-7-12.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):	P-2SCH-LI-DB_2-13_ SOV.pdf P-BBND_2-13_ Memo of Variability.pdf P-BBND-APP_2-13_ Memo of Variability.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Certification of Compliance		
Comments:			
Attachment(s):	AR Cert of Compliance dtd 12-7-2012.pdf		



Prudential Annuities
One Corporate Drive
Shelton, CT 06484

A business of Prudential Financial, Inc.

VIA SERFF

December 7, 2012

Honorable Jay Bradford, Insurance Commissioner
Life and Health Division
Arkansas Insurance Department
200 West Third Street
Little Rock, AR 72201

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

Forms Submitted for Approval: See Exhibit "A"

Dear Commissioner Bradford:

The referenced Individual Deferred Variable Annuity forms are submitted for your review and approval. The forms listed in Exhibit A 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-BBND(2/13)

The enclosed Variable Annuity Contract is intended for clients who want a guaranteed source of lifetime income either immediately or at some point in the future. This contract seeks to avoid equity exposure and volatility by providing for allocation of purchase payments to a single longer duration bond portfolio sub-account. In the future Pruco may make additional sub-accounts available for purchase payment allocation. Withdrawals may be subject to a contingent deferred sales charge, depending on the "age" of the purchase payment being withdrawn. This product does not provide for a "charge free" withdrawal amount. Annuity payout amounts are fixed, not variable. The contract form provides for a death benefit equal to the account value, payable upon the death of the contract owner, or the annuitant if the contract owner is an entity.

We also enclose the following Benefit Rider, Schedule Supplement, Endorsements and Application for use with Contract Form P-BBND(2/13) and any other annuity contract form approved by the Department with which their use is appropriate:

Lifetime Income with Death Benefit Rider P-RID-LI-DB(2/13) and Schedule Supplement P-2SCH-LI-DB(2/13)

Under this Rider and subject to its terms, the contract owner is guaranteed the ability to annually withdraw a specified income amount ("Guaranteed Income Amount") for the lifetime of the single designated life or spousal designated lives, regardless of the impact of sub-account performance on the account value. The initial Guaranteed Income Amount is determined by multiplying the account value on the issue date by an income percentage factor based on the attained age of the designated life (younger of spousal designated lives). The Guaranteed Income Amount is thereafter increased by the daily equivalent of the Income Growth Rate until the Income Growth Cap is reached. The Guaranteed Income Amount is also increased by additional purchase payments and reduced by non-lifetime withdrawals, as defined in the rider.

If the Account Value reduces to zero, for reasons other than partial withdrawals of excess income, while the Guaranteed Income Amount is greater than zero, Pruco will make annual Guarantee Payments equal to the Guaranteed Income Amount for the lifetime of the single designated life/spousal designated lives. Should the contract owner wish to annuitize while the Guaranteed Income Amount is greater than zero, he can elect to receive annuity payments each year equal to the Guaranteed Income Amount.

This Rider also provides for a death benefit upon the death of the single designated life/remaining spousal designated life of the greater of the death benefit provided in the underlying annuity contract or a return of purchase payments reduced by withdrawals. The death benefit under this Rider will terminate if Guarantee Payments or annuity payments commence under the contract. This Rider will be issued with the above annuity contract, and may not be electively terminated by the contract owner. There is a charge for the Rider.

Medically Related Surrender Endorsement P-END-MRS(2/13)

This Endorsement waives contingent deferred sales charges if the contract owner is diagnosed with a fatal illness or is confined in a medical care facility prior to making a withdrawal. There is no charge for this Endorsement.

Application Form P-BBND-APP(2/13)

Application form P-BBND-APP(2/13) will be used with Annuity Contract Form P-BBND(2/13); it may be used as a paper application, or in electronic format (.pdf).

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 enclosed Annuity Schedule, Schedule Supplement and Application Form. Pruco reserves the right to change the information shown within brackets, without refile with your Department, based on new business requirements and any specific classifications of annuity holders to which we wish to offer these benefits. Pruco confirms that, should we wish to change any information in a 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 and schedule supplement will be used with Contract Form P-BBND(2/13):

- **Medically Related Surrender Schedule Supplement P-SCH-MRS(2/10).** This Schedule Supplement will be used with Medically Related Surrender Endorsement P-END-MRS(2/13) described above. The Medically Related Surrender Schedule Supplement was approved by the Department on November 3, 2009 under file number PRUD-126355908.
- **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. The Entity Continuation Endorsement was approved by the Department on October 17, 2006 under file number SERT-6UHN9L372/00.

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,



Kristin E. Jaekle
Contract Specialist
Phone: (203) 925-3878, Fax: (203) 944-7737
Email: kristin.jaekle@prudential.com

Enclosures

Exhibit "A"

FORM NUMBER	DESCRIPTION
P-BBND(2/13)	Individual Variable Annuity Contract
P-RID-LI-DB(2/13)	Lifetime Income with Death Benefit Rider
P-2SCH-LI-DB(2/13)	Lifetime Income with Death Benefit Schedule Supplement
P-END-MRS(2/13)	Medically Related Surrender Endorsement
P-BBND-APP(2/13)	Application Form to be used with Individual Annuity Contract P-BBND(2/13)

Previously-Approved Forms:

P-SCH-MRS(2/10)	Medically Related Surrender Schedule Supplement
P-END-ENT(9/06)	Entity Continuation Endorsement

PRUCO LIFE INSURANCE COMPANY

**MEMORANDUM OF VARIABILITY FOR
LIFETIME INCOME WITH DEATH BENEFIT
SCHEDULE SUPPLEMENT P-2SCH-LI-DB(2/13)**

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

VARIATIONS BY ANNUITY PURCHASER:

Company Address	The current Company address is as indicated in the referenced annuity form. The address is subject to change over time.
Annuity Number	This is the number assigned to the Annuity by us for record keeping purposes.
Effective Date of the Rider	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
Single / Spousal Designated Life / Lives	This item will reflect the name and birth date of the individual(s) for whom we issue this benefit as the Designated Life/Lives.

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.

Income Growth Rate	The range for the Income Growth Rate is between 0% and 10%. Income Growth Rates may vary, based on the period the benefit has been in effect under the Annuity, e.g., 5% for the first three years the benefit is in effect, 4% for the remainder of the period, etc. Any changes in the Income Growth Rate will only apply to new issues.
Income Growth Cap	If an Income Growth Cap is applicable, the range will be from the 5 th anniversary of the Lifetime Income with Death Benefit Rider's Effective Date, to the 40 th anniversary of the Rider's Effective Date. If an Income Growth Cap is not applicable, "Not Applicable" will be shown on the Schedule Supplement instead. Any changes in the Income Growth Cap will only apply to new issues.
Income Percentage	This percentage is based on attained age of the single Designated Life or the younger of the Spousal Designated Lives. The range for the Income Percentage is from 1% to 15%. Any changes in the Income Percentage will only apply to new issues.
Minimum Guarantee Payment	This amount may be as little as \$25 or as much as \$1000.
Due Proof of Death Period	We will pay the Death Benefit described in the Lifetime Income with Death Benefit Rider if we receive Due Proof of Death within this period. If we receive Due Proof of Death subsequent to the end of this period, the death benefit payable will equal the Basic Death Benefit described in the underlying Annuity contract. The range for this item is 6 months to 2 years. Any change in the Due Proof of Death Period will only apply to new issues.

Charge for the Rider	<p>The charge for the Lifetime Income with Death Benefit Rider may differ, depending on whether the benefit is purchased on a Single or Spousal Designated Lives basis. The charge is assessed at the daily equivalent of an annual rate. The range for the annualized rate is from 0.00% to 1.50% for either Single or Spousal Designated Lives.</p> <p>The insert for the “Charge for the Rider” will indicate if the Lifetime Income with Death Benefit Rider has been elected on a Single or Spousal Designated Lives basis.</p>
Earliest Charge Change Date	<p>The Earliest Charge Change Date can be as early as the 1st anniversary of the Effective Date of the Lifetime Income with Death Benefit Rider, or as late as the 10th anniversary of the Rider’s Effective Date.</p>

PRUCO LIFE INSURANCE COMPANY
MEMORANDUM OF VARIABILITY FOR
INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY
CONTRACT FORM P-BBND(2/13)

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. The limiting age may be as low as the oldest Owner's (Annuitant's) 76th birthday or as high as the Owner's (Annuitant's) 86th 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 may range from \$25 to \$1,000.

Minimum Additional Purchase Payment Under Automatic Purchase Plans: 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%.

Minimum Withdrawal Amount: This item may range from \$10 to \$250.

Minimum Surrender Value After a Partial Withdrawal: This item may range from \$500 to \$2,500.

Minimum Sub-Account Amount: This item may range from \$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 the Lifetime Income with 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: 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: 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: This item may range from \$10 to \$250. We reserve the right to waive this minimum for certain transfers, e.g., electronic transfers.

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. 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. 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 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. 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: 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.

Sub-Account(s): This item will indicate the Sub-Account(s) available to the Annuity purchaser as of the Issue Date of the Annuity.

Riders and Endorsements Made a Part of the Annuity on the Issue Date: This item 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
APPLICATION FORM: P-BBND-APP(2/13)**

Brackets in the referenced Application form designate any information that may change or may vary for new issues. The information shown within brackets in the referenced application form will not be changed in a discriminatory manner.

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, font, color, sequential order, and pagination.

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.

LIFETIME INCOME SELECTION: We may move this information to another section of the Application form based on the Company's business requirements.

SECTION 2A 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 2B OWNERSHIP INFORMATION – OWNER: This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

SECTION 2C OWNERSHIP INFORMATION – CO-OWNER: This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

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

ADMINISTRATIVE SECTIONS: Any information we place in the lower right hand corner of the Application is subject to change based on business needs. Such administrative information assists for tracking purposes.

SECTION 2D OWNERSHIP INFORMATION – ANNUITANT: This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

SECTION 3 BENEFICIARY INFORMATION: This section is bracketed to indicate we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

SECTION 4A ANNUITY INFORMATION -- TYPE OF CONTRACT TO BE ISSUED: 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 4B 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. We may change the investment option available for this annuity product or make additional options available. We reserve the right to indicate in this section 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 if / when we are notified, through state regulatory activity, of any changes to fraud warnings or notices or additional fraud warnings or notices required on variable annuity applications. We reserve the right to add any such notices without re-filing with your Department.

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

SECTION 10 OWNER & FINANCIAL PROFESSIONAL REPLACEMENT INFORMATION: This section is subject to change based on any changes to replacement regulations and other regulatory requirements.

SECTION 11 OWNER SIGNATURE(S): This section is contained in brackets to indicate the information shown may change based on product-specific requirements, regulatory requirements, and business needs.

SECTION 12 FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURES: 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."

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

**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

December 7, 2012

Date