
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**FORM S-3
REGISTRATION STATEMENT
*UNDER
THE SECURITIES ACT OF 1933***

PRUCO LIFE INSURANCE COMPANY

(Exact Name of Registrant as Specified in its Charter)

ARIZONA

(State or other jurisdiction of incorporation or organization)

22-1944557

(I.R.S. Employer Identification Number)

C/O PRUCO LIFE INSURANCE COMPANY

213 WASHINGTON STREET

NEWARK, NEW JERSEY 07102-2992

(973) 802-7333

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

J. MICHAEL LOW, ESQ.

LEWIS BRISBOIS BISGAARD & SMITH LLP

PHOENIX PLAZA TOWER II, 2929 North CENTRAL AVENUE, Suite 1700

Phoenix, Arizona 85012

(602) 385-7854

(Name, address, including zip code, and telephone number, including area code, of agent for service)

COPIES TO:

MICHAEL A. PIGNATELLA

VICE PRESIDENT

PRUCO LIFE INSURANCE COMPANY

ONE CORPORATE DRIVE

SHELTON, CONNECTICUT 06484

(203) 402-3814

Approximate date of commencement of proposed sale to public: As soon as practicable after the effective date of Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. x

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non accelerated filer	☒	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price	Amount of registration fee
Market Value Adjusted Annuity Contracts	\$29,079,799	\$1.00	\$29,079,799	\$0

(1) Interests in the market value adjustment account are sold on a dollar basis, not on the basis of a price per share or unit.

This filing is being made under the Securities Act of 1933 to register \$29,079,799 of interests in market value adjusted annuity contracts. The interests being registered herein are carried over, as unsold securities, from an existing Form S-3 registration statement of the same issuer (333-198433) filed on August 28, 2014. Because a filing fee of \$3,745 previously was paid with respect to those securities, there is no filing fee under this registration statement. In accordance

with Rule 415 (a)(6), the offering of securities on the earlier registration statement will be deemed terminated as of the effective date of this registration statement.

Risk Factors are discussed in the sections of the prospectus included in Part 1 of this Form concerning the Market Value Adjustment option.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of each prospectus included in this registration statement. Any representation to the contrary is a criminal offense.

The principal underwriter for these securities, Prudential Annuities Distributors, Inc. is not required to sell any specific number or dollar amount of securities, but will use its best efforts to sell the securities offered. The offering under this registration statement will conclude three years from the effective date of this registration statement, unless terminated earlier by the Registrant. See each prospectus included in Part 1 hereof for the date of the prospectus.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission may determine.

Audited financial statements for variable annuity separate accounts registered under the Investment Company Act of 1940 are not included in this Form S-3 registration statement.

**PRUCO LIFE INSURANCE COMPANY
PRUCO LIFE FLEXIBLE PREMIUM VARIABLE ANNUITY ACCOUNT**

**PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY
PRUCO LIFE OF NEW JERSEY FLEXIBLE PREMIUM VARIABLE ANNUITY ACCOUNT**

**PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION
PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION VARIABLE ACCOUNT B**

**Supplement, dated September 30, 2013
to the Current Prospectus**

This Supplement updates certain information in the current Prospectus for your Annuity and any subsequent supplements thereto. Please read it carefully and keep it with your copy of the Prospectus for future reference. If you would like another copy of the current Prospectus, please call us at 1-888-PRU-2888.

Spousal Designations

Before June 26, 2013, pursuant to Section 3 of the federal Defense of Marriage Act (“DOMA”), same-sex marriages were not recognized for purposes of federal law. On that date, the U.S. Supreme Court held in *United States v. Windsor* that Section 3 of DOMA is unconstitutional. While valid same-sex marriages are now recognized under federal law and the favorable income-deferral options afforded by the federal tax law to an opposite-sex spouse under Sections 72(s) and 401(a)(9) are now available to a same-sex spouse, there are several unanswered questions regarding the scope and impact of this U.S. Supreme Court decision.

On August 29, 2013, the Internal Revenue Service (“IRS”) clarified its position regarding same-sex marriages for federal tax purposes. If a couple is married in a jurisdiction (including a foreign country) that recognizes same-sex marriage, that marriage will be recognized for all federal tax purposes regardless of the law in the jurisdiction where they reside. However, the IRS did not recognize civil unions and registered domestic partnerships as marriages for federal tax purposes. Currently, if the state where a civil union or a registered domestic partnership does not recognize the arrangement as a marriage, it is not a marriage for federal tax purposes.

Depending on the state in which your Annuity is issued, we may offer certain spousal benefits to same-sex civil union couples, domestic partners or spouses. You should be aware, however, that, if federal tax law does not recognize the relationship as a marriage as described above, we cannot permit the surviving partner/spouse to continue the Annuity within the meaning of the tax law. Therefore, upon the death of the first owner, favorable tax treatment permitted to a federally recognized spouse may not be available to the surviving beneficiary upon election to continue the Annuity under the “spousal continuance” provision. If the spousal continuance provision is elected by a surviving same sex partner/spouse who is not recognized as a spouse under federal tax law, the Annuity will continue as provided for insurance law purposes but will be treated as terminated from a tax reporting perspective with all benefits immediately taxable, and the Annuity will continue as a “new contract” for tax law purposes with a cost basis equal to the value of the Annuity at the deemed termination. If the spousal continuance provision is elected for a qualified contract, such as an IRA, the Annuity will be treated as a non-qualified annuity going forward.

Same-sex civil union couples, domestic partners and spouses should contact their financial professional and a qualified tax adviser regarding your personal tax situation, the implications of electing the spousal version of the optional benefits we currently offer and your spouse’s rights and benefits under the Annuity.

GENPRODSUP1

PRUCO LIFE INSURANCE COMPANY
PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY
Supplement, dated May 1, 2009
To The Prospectuses For The Following Annuities

Discovery Select
Discovery Preferred
Strategic Partners Annuity One
Strategic Partners Annuity One 3
Strategic Partners Plus and Plus 3
Strategic Partners FlexElite
Strategic Partners Select
Strategic Partners Horizon

This supplement should be read and retained with the prospectus for the annuity you own. This supplement is not intended to be an offer of any annuity listed here that you do not own.

Each of Pruco Life Insurance Company ("Pruco Life") and Pruco Life Insurance Company of New Jersey ("PLNJ") incorporates by reference into the prospectus its latest annual report on Form 10-K filed pursuant to Section 13(a) or Section 15(d) of the Exchange Act since the end of the fiscal year covered by its latest annual report. In addition, all documents subsequently filed by each of Pruco Life and PLNJ pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act also are incorporated into the prospectus by reference. Each of Pruco Life and PLNJ will provide to each person, including any beneficial owner, to whom a prospectus is delivered, a copy of any or all of the information that has been incorporated by reference into the prospectus but not delivered with the prospectus. Such information will be provided upon written or oral request at no cost to the requester by writing to Prudential Annuities Life Assurance Corporation, One Corporate Drive, Shelton, CT 06484 or by calling 800-752-6342. Each of Pruco Life and PLNJ files periodic reports as required under the Securities Exchange Act of 1934. The public may read and copy any materials that each of Pruco Life and PLNJ files with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy, and information statements, and other information regarding issuers that file electronically with the SEC (see <http://www.sec.gov>). Our internet address is <http://www.prudentialannuities.com>.

Pruco Life Insurance Company
Pruco Life Insurance Company of New Jersey

Strategic Partners Annuity One 3
Strategic Partners Plus 3
Strategic Partners FlexElite

Supplement, dated March 18, 2009
To
Prospectus, dated May 1, 2008

This supplement should be read and retained with the prospectus for your contract, and amends our supplement dated February 23, 2009. If you would like another copy of the prospectus or the February 23rd supplement, please call us at 1-800-752-6342.

1. Under Highest Daily Lifetime 7 Plus and Spousal Highest Daily Lifetime 7 Plus, under "Other Important Considerations", within the bullet point beginning with "[w]e currently limit the Sub-accounts to which you may allocate Contract Value . . .", we add the following to the end of that bullet point:

"If you are required to reallocate to permitted investment options, then on the Business Day we receive your request in good order, we will (i) sell units of the non-permitted investment options and (ii) invest the proceeds of those sales in the permitted investment options that you have designated. During this reallocation process, your Contract Value allocated to the Sub-accounts will remain exposed to investment risk, as is the case generally. The newly-elected benefit will commence at the close of business on the following Business Day. Thus, the protection afforded by the newly-elected benefit will not arise until the close of business on the following Business Day."

PRUCO LIFE INSURANCE COMPANY

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

STRATEGIC PARTNERS/SM/ ANNUITY ONE 3 VARIABLE ANNUITY ("SPAO 3") STRATEGIC PARTNERS/SM/ PLUS 3 VARIABLE ANNUITY ("SP PLUS 3")
STRATEGIC PARTNERS/SM/ FLEXELITE VARIABLE ANNUITY ("SP FLEXELITE")

Amendment to Supplement dated February 23, 2009 To Prospectuses dated May 1, 2008, as Supplemented

This supplement should be read and retained with the prospectus and supplements for your SPAO 3, SPAO Plus 3, and SP Flexelite Annuity. If you would like another copy of the prospectus or the supplements, please call us at 1-800-PRU-2888. The terms used in this supplement are defined in the Glossary of Terms in the Prospectus, unless specifically defined in a supplement to the Prospectus.

The February 23, 2009 Supplement offering the following optional living benefits: Highest Daily Lifetime 7 Plus and Spousal Highest Daily Lifetime 7 Plus, is hereby amended as follows.

The "Summary of Contract Fees and Charges - Your Optional Benefit Fees and Charges" Table on page 3 of your Supplement is hereby replaced in its entirety with the following Table. The Table is being revised to clarify how the Optional Benefit Fee is deducted from your Annuity. In the Table below, "CV" refers to Contract Value and "PWV" refers to Protected Withdrawal Value.

SPVASUP5

The following line items are added to the prospectus (on page 14 for Pruco Life ("PL") SPAO 3, page 13 for Pruco Life of New Jersey ("PLNJ") SPAO 3, page 13 for Flexelite, page 14 for PL SPAO Plus 3, and page 13 for PLNJ SPAO Plus

3) section "Summary of Contract Expenses - Insurance and Administrative Expenses with the Indicated Benefits." The entire table of "Summary of Contract Expenses" can be found on page 13 PL SPAO 3, page 12 PLNJ SPAO 3, page 12 Flexelite, page 13 PL SPAO Plus, and page 12 PLNJ SPAO Plus of your prospectus.

SUMMARY OF CONTRACT EXPENSES

PERIODIC ACCOUNT EXPENSES/1/						
OPTIONAL BENEFIT	OPTIONAL BENEFIT FEE/ CHARGE	ANNUAL CHARGE /2/ for SPAO 3 CONTRACT with CREDIT	TOTAL ANNUAL CHARGE /2/ for SPAO 3 CONTRACT with CREDIT	TOTAL ANNUAL CHARGE /2/ for SP PLUS 3 CONTRACT without CREDIT	TOTAL ANNUAL CHARGE /2/ for SP PLUS 3 CONTRACT without CREDIT	TOTAL ANNUAL CHARGE /2/ for SP FLEXELITE
HIGHEST DAILY LIFETIME 7 PLUS						
Maximum Charge /3/	1.50% of greater of CV and PWV	1.50% + greater of CV and PWV	1.40% + greater of CV and PWV	1.50% + greater of CV and PWV	1.40% + greater of CV and PWV	1.65% + greater of CV and PWV
Current Charge	0.75% of greater of CV and PWV	1.50% + greater of CV and PWV	1.40% + greater of CV and PWV	1.50% + greater of CV and PWV	1.40% + greater of CV and PWV	1.65% + greater of CV and PWV
SPOUSAL HIGHEST DAILY LIFETIME 7 PLUS						
Maximum Charge /3/	1.50% of greater of CV and PWV	1.50% + greater of CV and PWV	1.40% + greater of CV and PWV	1.50% + greater of CV and PWV	1.40% + greater of CV and PWV	1.65% + greater of CV and PWV
Current Charge	0.90% of greater of CV and PWV	1.50% + greater of CV and PWV	1.40% + greater of CV and PWV	1.50% + greater of CV and PWV	1.40% + greater of CV and PWV	1.65% + greater of CV and PWV

How Charge is Determined

1. Highest Daily Lifetime 7 Plus. Charge for this benefit is assessed against the greater of the Contract Value ("CV") and Protected Withdrawal Value ("PWV"). As discussed in the description of the benefit, the charge is taken out of the Sub-accounts. SPAO 3, 0.75% of PWV is in addition to 1.50% annual charge of amounts invested in the Sub-accounts. For SP Plus 3, 0.75% of the greater of CV and PWV is in addition to 1.50% annual charge of amounts invested in the Sub-accounts. For both SPAO 3 and SP Plus 3 Contracts without the Credit, the 0.75% of the greater of CV and PWV is in addition to 1.40% annual charge of amounts invested in the Sub-accounts. For SP Flexelite, 0.75% of the greater of the CV and of PWV is in addition to 1.65% annual charge of amounts invested in the Sub-accounts (or 1.60% annual charge of amounts invested in the Sub-accounts for contracts sold prior to May 1, 2003, or upon subsequent state approval). Spousal Highest Daily Lifetime 7 Plus. Charge for this benefit is assessed against the greater of the Contract Value ("CV") and the Protected Withdrawal Value ("PWV"). As discussed in the description of the benefit, the charge is taken out of the Sub-accounts. SPAO 3, 0.90% of the greater of CV and PWV is in addition to 1.50% annual charge of amounts invested in the Sub-accounts. For SP Plus 3, 0.90% of the greater of CV and PWV is in addition to

1.50% annual charge of amounts invested in the Sub-accounts. For both SPAO 3 and SP Plus 3 Contracts without the Credit, the 0.90% of the greater of CV and PWV is in addition to 1.40% annual charge of amounts invested in the Sub-accounts. For SP Flexelite, 0.90% of the greater of the CV and PWV is in addition to 1.65% annual charge of amounts invested in the Sub-accounts (or 1.60% annual charge of amounts invested in the Sub-accounts for contracts sold prior to May 1, 2003, or upon subsequent state approval).

2. The Total Annual Charge includes the Insurance Charge assessed against the average daily net assets allocated to the Sub-accounts. If you elect more than one optional benefit, the Total Annual Charge would be increased to include the charge for each optional benefit.

3. We reserve the right to increase the charge to the maximum charge indicated, upon any step-up or reset under the benefit, or new election of the benefit.

[LOGO] Prudential	-----	PRSRT STD
The Prudential Insurance Company of America		U.S. POSTAGE
751 Broad Street		PAID
Newark, NJ 07102-3777		LANCASTER, PA
		PERMIT NO. 1793

SPVASUP5

PRUCO LIFE INSURANCE COMPANY

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

STRATEGIC PARTNERS/SM/ ANNUITY ONE 3 VARIABLE ANNUITY ("SPAO 3") STRATEGIC PARTNERS/SM/ PLUS 3 VARIABLE ANNUITY ("SP PLUS 3")
STRATEGIC PARTNERS/SM/ FLEXELITE VARIABLE ANNUITY ("SP FLEXELITE")

Supplement dated February 23, 2009 To Prospectuses dated May 1, 2008, as Supplemented

This supplement should be read and retained with the prospectus and supplements for your SPAO 3, SPAO Plus 3, and SP Flex-elite Annuity. If you would like another copy of the prospectus or the supplements, please call us at 1-888-PRU-2888. The terms used in this supplement are

defined in the Glossary in the prospectus, unless specifically defined in this supplement. The optional living benefits and optional features described in this supplement are only being offered in those jurisdictions where we have received regulatory approval and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions.

This supplement describes new optional living benefits available under each of the above-referenced Contracts. If you currently own a Contract with a living benefit, you may terminate your existing benefit rider and elect these new benefits (subject to our current rules).

This supplement also describes a new optional feature available to current owners of Highest Daily Lifetime Five Income Benefit, Highest Daily Lifetime Seven Income Benefit, and Spousal Highest Daily Lifetime Seven Income Benefit that, if elected, would provide an alternative asset transfer formula for your benefit. Except as otherwise described in this supplement, all terms and conditions of your Contract and benefit rider for Highest Daily Lifetime Five Income Benefit, Highest Daily Lifetime Seven Income Benefit or Spousal Highest Daily Lifetime Seven Income Benefit apply and do not change.

In addition, this supplement also: (1) discusses that certain optional living benefits are no longer available (subject to regulatory approval of the benefits offered in this supplement); (2) discusses information about

Section 403(b) annuity contract exchanges; (3) provides information regarding purchasing a Contract if you are a beneficiary of an annuity contract that was owned by a decedent; and (4) provides additional information with respect to Highest Daily Lifetime Five, Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven.

SPVASUP4

SUPPLEMENT TABLE OF CONTENTS

SUMMARY OF CONTRACT EXPENSES.....	3
PERIODIC ACCOUNT EXPENSES.....	3
EXPENSE EXAMPLES.....	4
NEW LIFETIME WITHDRAWAL BENEFITS.....	6
HIGHEST DAILY LIFETIME 7 PLUS/SM/ INCOME BENEFIT.....	6
SPOUSAL HIGHEST DAILY LIFETIME 7 PLUS/SM/ INCOME BENEFIT.....	17
TERMINATION OF EXISTING BENEFITS AND ELECTION OF NEW BENEFITS.....	25
INVESTMENT OPTIONS.....	26
NEW OPTIONAL FEATURE FOR HIGHEST DAILY LIFETIME FIVE INCOME BENEFIT, HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT AND SPOUSAL HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT.....	27
OPTIONAL FEATURE FOR HIGHEST DAILY LIFETIME FIVE INCOME BENEFIT.....	27
OPTIONAL FEATURE FOR HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT AND SPOUSAL HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT.....	29
OTHER INFORMATION.....	34
DISCONTINUANCE OF CERTAIN LIFETIME WITHDRAWAL BENEFITS.....	34
TAX CONSIDERATIONS - TYPES OF TAX-FAVORED PLANS.....	34
"BENEFICIARY" ANNUITY.....	34
ASSET TRANSFER COMPONENT OF HIGHEST DAILY LIFETIME FIVE.....	35
ASSET TRANSFER COMPONENT OF HIGHEST DAILY LIFETIME SEVEN AND ASSET TRANSFER COMPONENT OF SPOUSAL HIGHEST DAILY LIFETIME SEVEN.....	37

3) section "Summary of Contract Expenses - Insurance and Administrative Expenses with the Indicated Benefits." The entire table of "Summary of Contract Expenses" can be found on page 13 PL SPAO 3, page 12 PLNJ SPAO 3, page 12 Flexelite, page 13 PL SPAO Plus, and page 12 PLNJ SPAO Plus of your prospectus.

SUMMARY OF CONTRACT EXPENSES

PERIODIC ACCOUNT EXPENSES/1/						
OPTIONAL BENEFIT	OPTIONAL BENEFIT FEE/ CHARGE	ANNUAL CHARGE /2/	TOTAL ANNUAL CHARGE /2/	TOTAL ANNUAL CHARGE /2/	TOTAL ANNUAL CHARGE /2/	TOTAL ANNUAL CHARGE /2/
		for SPAO 3 CONTRACT with CREDIT	for SPAO 3 CONTRACT without CREDIT	for SP PLUS 3 CONTRACT with CREDIT	for SP PLUS 3 CONTRACT without CREDIT	for SP PLUS 3 CONTRACT without CREDIT
						FLEXELITE
HIGHEST DAILY LIFETIME 7 PLUS						
Maximum Charge /3/	1.50% of PWV	1.50% + 1.50% of PWV	1.40% + 1.50% of PWV	1.50% + 1.50% of PWV	1.40% + 1.50% of PWV	1.65% + 1.50% of PWV
Current Charge	0.75% of PWV	1.50% + 0.75% of PWV	1.40% + 0.75% of PWV	1.50% + 0.75% of PWV	1.40% + 0.75% of PWV	1.65% + 0.75% of PWV
SPOUSAL HIGHEST DAILY LIFETIME 7 PLUS						
Maximum Charge /3/	1.50% of PWV	1.50% + 1.50% of PWV	1.40% + 1.50% of PWV	1.50% + 1.50% of PWV	1.40% + 1.50% of PWV	1.65% + 1.50% of PWV
Current Charge	0.90% of PWV	1.50% + 0.90% of PWV	1.40% + 0.90% of PWV	1.50% + 0.90% of PWV	1.40% + 0.90% of PWV	1.65% + 0.90% of PWV

How Charge is Determined

1. Highest Daily Lifetime 7 Plus. Charge for this benefit is assessed against the Protected Withdrawal Value ("PWV"). As discussed in the description of the benefit, the charge is taken out of the Sub-accounts. SPAO 3, 0.75% of PWV is in addition to 1.50% annual charge of amounts invested in the Sub-accounts. For SP Plus 3, 0.75% of PWV is in addition to 1.50% annual charge of amounts invested in the Sub-accounts. For both SPAO 3 and SP Plus 3 Contracts without the Credit, the 0.75% is in addition to 1.40% annual charge of amounts invested in the Sub-accounts. For SP Flexelite, 0.75% of PWV is in addition to 1.65% annual charge of amounts invested in the Sub-accounts (or 1.60% annual charge of amounts invested in the Sub-accounts for contracts sold prior to May 1, 2003, or upon subsequent state approval). Spousal Highest Daily Lifetime 7 Plus. Charge for this benefit is assessed against the Protected Withdrawal Value ("PWV"). As discussed in the description of the benefit, the charge is taken out of the Sub-accounts. SPAO 3, 0.90% of PWV is in addition to 1.50% annual charge of amounts invested in the Sub-accounts. For SP Plus 3, 0.90% of PWV is in addition to 1.50% annual charge of amounts invested in the Sub-accounts. For both SPAO 3 and SP Plus 3 Contracts without the Credit, the 0.90% is in addition to 1.40% annual charge of amounts invested in the Sub-accounts. For SP Flexelite, 0.90% of PWV is in addition to 1.65% annual charge of amounts invested in the Sub-accounts (or 1.60% annual charge of amounts invested in the Sub-accounts for contracts sold prior to May 1, 2003, or upon subsequent state approval).
2. The Total Annual Charge includes the Insurance Charge assessed against the average daily net assets allocated to the Sub-accounts. If you elect more than one optional benefit, the Total Annual Charge would be increased to include the charge for each optional benefit.
3. We reserve the right to increase the charge to the maximum charge indicated, upon any step-up or reset under the benefit, or new election of the benefit.

EXPENSE EXAMPLES

For Pruco Life of New Jersey SPAO 3 and Pruco Life of New Jersey SP Plus 3 only, we replace the existing expense examples with the following:

Below are examples for each Contract showing what you would pay in expenses at the end of the stated time periods had you invested \$10,000 in the Contract and your investment has a 5% return each year.

Example 1a: Contract With Credit: Step-Up Guaranteed Minimum Death Benefit, Spousal Highest Daily Lifetime 7 Plus Benefit, and You Withdraw All Your Assets This example assumes that:

- . You invest \$10,000 in the Contract With Credit,
- . You choose the Step-Up Guaranteed Minimum Death Benefit,
- . You choose the Spousal Highest Daily Lifetime 7 Plus Benefit,
- . You allocate all of your assets to the variable investment option having the maximum total operating expenses,*
- . The investment has a 5% return each year,
- . The mutual fund's total operating expenses remain the same each year,
- . For each optional benefit charge, we deduct the maximum charge rather than any current charge, and
- . You withdraw all your assets at the end of the indicated period.

* Note: Not all portfolios offered are available if you elect certain optional benefits.

Example 1b: Contract With Credit: Step-Up Guaranteed Minimum Death Benefit, Spousal Highest Daily Lifetime 7 Plus Benefit, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 1a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 2a: Contract With Credit: Base Death Benefit, and You Withdraw All Your Assets

This example assumes that:

- . You invest \$10,000 in the Contract With Credit,
- . You do not choose any optional insurance benefit,
- . You allocate all of your assets to the variable investment option having the maximum total operating expenses,*
- . The investment has a 5% return each year,
- . The mutual fund's total operating expenses remain the same each year,
- . For each optional benefit charge, we deduct the maximum charge rather than any current charge, and
- . You withdraw all your assets at the end of the indicated period.

Example 2b: Contract With Credit: Base Death Benefit, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 2a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 3a: Contract Without Credit: Step-Up Guaranteed Minimum Death Benefit, Spousal Highest Daily Lifetime 7 Plus Benefit, and You Withdraw All Your Assets

This example makes exactly the same assumptions as Example 1a except that it assumes that you invest in the Contract Without Credit.

Example 3b: Contract Without Credit: Step-Up Guaranteed Minimum Death Benefit, Spousal Highest Daily Lifetime 7 Plus Benefit, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 1b except that it assumes that you invest in the Contract Without Credit.

Example 4a: Contract Without Credit: Base Death Benefit; and You Withdraw All Your Assets

This example makes exactly the same assumptions as Example 2a except that it assumes that you invest in the Contract Without Credit.

Example 4b: Contract Without Credit: Base Death Benefit; and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 2b except that it assumes that you invest in the Contract Without Credit.

Notes for Expense Examples:

These Examples should not be considered a representation of past or future expenses. Actual expenses may be greater or less than those shown.

Contract With Credit: Step-up Guaranteed Minimum Death Benefit Option, Spousal Highest Daily Lifetime 7 Plus Benefit

Example 1a: If You Withdraw Your Assets Example 1b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,231	\$2,196	\$3,074	\$4,881	\$479	\$1,444	\$2,416	\$4,881

Contract With Credit: Base Death Benefit

Example 2a: If You Withdraw Your Assets Example 2b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,206	\$2,122	\$2,957	\$4,674	\$454	\$1,370	\$2,299	\$4,674

Contract Without Credit: Step-up Guaranteed Minimum Death Benefit Option, Spousal Highest Daily Lifetime 7 Plus Benefit

Example 3a: If You Withdraw Your Assets Example 3b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,081	\$1,810	\$2,548	\$4,614	\$451	\$1,360	\$2,278	\$4,614

Contract Without Credit: Base Death Benefit

Example 4a: If You Withdraw Your Assets Example 4 b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,057	\$1,739	\$2,435	\$4,413	\$427	\$1,289	\$2,165	\$4,413

I. NEW LIFETIME WITHDRAWAL BENEFITS

We add the following new lifetime withdrawal benefits to the prospectus:

HIGHEST DAILY LIFETIME 7 PLUS/SM/ INCOME BENEFIT (HD 7 Plus)/SM/ Highest Daily Lifetime 7 Plus is offered as a replacement to Highest Daily Lifetime Seven in those jurisdictions where we have received regulatory approval. Currently, if you elect Highest Daily Lifetime 7 Plus and subsequently terminate the benefit, you may elect another lifetime withdrawal benefit, subject to our current rules. See "Election of and Designations under the Program" and "Termination of Existing Benefits and Election of New Benefits" below for details. Please note that if you terminate Highest Daily Lifetime 7 Plus and elect another lifetime benefit, you lose the guarantees that you had accumulated under your existing benefit and will begin the new guarantees under the new benefit you elect based on your Contract Value as of the date the new benefit becomes active. The income benefit under Highest Daily Lifetime 7 Plus currently is based on a single "designated life" who is at least 45 years old on the date that the benefit is acquired. The Highest Daily Lifetime 7 Plus benefit is not available if you elect any other optional living benefit, although you may elect any optional death benefit other than the Highest Daily Value death benefit. As long as your Highest Daily Lifetime 7 Plus Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available investment option(s) with this program. For a more detailed description of the permitted investment options, see the "Investment Options" section below and in your prospectus on page 23 for PL SPAO 3, page 21 for PLNJ SPAO 3, page 22 for Flexelite, page .23 for PL SPAO Plus 3, and page 21 for PLNJ SPAO Plus 3.

We offer a benefit that guarantees until the death of the single designated life (the Annuitant) the ability to withdraw an annual amount (the "Annual Income Amount") equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of Sub-account performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. You are guaranteed to be able to withdraw the Annual Income Amount for the rest of your life ("Lifetime Withdrawals"), provided that you have not made "excess withdrawals" that have resulted in your Contract Value being reduced to zero. We also permit you to make a one-time Non-Lifetime Withdrawal from your Annuity prior to taking Lifetime Withdrawals under the benefit. Highest Daily Lifetime 7 Plus may be appropriate if you intend to make periodic withdrawals from your Annuity, and wish to ensure that Sub-account performance will not affect your ability to receive annual payments. You are not required to make withdrawals as part of the benefit - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Highest Daily Lifetime 7 Plus.

Although you are guaranteed the ability to withdraw your Annual Income Amount for life even if your Contract Value falls to zero, if you take an excess withdrawal that brings your Contract Value to zero, it is possible that your Annual Income Amount could also fall to zero. In that scenario, no further amount would be payable under the Highest Daily Lifetime 7 Plus benefit.

Key Feature - Protected Withdrawal Value The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. The Protected Withdrawal Value is separate from your Contract Value and not available as cash or a lump sum. On the effective date of the benefit, the Protected Withdrawal Value is equal to your Contract Value. On each Business Day thereafter until the date of your first Lifetime Withdrawal (excluding any Non-Lifetime Withdrawal discussed below), the Protected Withdrawal Value is equal to the "Periodic Value" described in the next paragraphs.

The "Periodic Value" initially is equal to the Contract Value on the effective date of the benefit. On each Business Day thereafter until the first Lifetime Withdrawal, we recalculate the Periodic Value. We stop determining the Periodic Value upon your first Lifetime Withdrawal after the effective date of the benefit. On each Business Day (the "Current Business Day"), the Periodic Value is equal to the greater of:

(1) the Periodic Value for the immediately preceding business day (the "Prior Business Day") appreciated at the daily equivalent of 7% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive Business Days, but more than one calendar day for Business Days that are separated by weekends and/or holidays), plus the amount of any adjusted Purchase Payment made on the Current Business Day (the Periodic Value is proportionally reduced for any Non-Lifetime Withdrawal); and

(2) the Contract Value.

If you have not made a Lifetime Withdrawal on or before the 10/th/, 20/th/, or 25/th/ Anniversary of the effective date of the benefit, your Periodic Value on the 10/th/, 20/th/, or 25/th/ Anniversary of the benefit effective date is equal to the greater of:

(1) the Periodic Value described above or,

(2) the sum of (a), (b) and (c) below (proportionally reduced for any Non-Lifetime Withdrawals):

(a) 200% (on the 10/th/ anniversary), 400% (on the 20/th/ anniversary) or 600% (on the 25/th/ anniversary) of the Contract Value on the effective date of the benefit;

6

(b) 200% (on the 10/th/ anniversary), 400% (on the 20/th/ anniversary) or 600% (on the 25/th/ anniversary) of all adjusted Purchase Payments made within one year following the effective date of the benefit; and

(c) all adjusted Purchase Payments made after one year following the effective date of the benefit.

On and after the date of your first Lifetime Withdrawal, your Protected Withdrawal Value is increased by the amount of any subsequent Purchase Payments, is reduced by withdrawals, including your first Lifetime Withdrawal (as described below), and may be increased if you qualify for a step-up (as described below).

Return of Principal Guarantee

If you have not made a Lifetime Withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next Business Day, if that anniversary is not a Business Day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

a) your Contract Value on the day that you elected Highest Daily Lifetime 7 Plus proportionally reduced for any Non-Lifetime Withdrawal; and

b) the sum of each Purchase Payment proportionally reduced for any subsequent Non-Lifetime Withdrawal (including the amount of any associated Credits) you made during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options (including the AST Investment Grade Bond Sub-account), in the same proportion that each such Sub-account bears to your total Contract Value, immediately before the application of the amount. Any such amount will not be considered a Purchase Payment when calculating your Protected Withdrawal Value, your death benefit, or the amount of any optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. Because the amount is added to Contract Value, it will also be subject to each charge under your Contract based on Contract Value. This potential addition to Contract Value is available only if you have elected Highest Daily Lifetime 7 Plus and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal

(other than a Non-Lifetime Withdrawal) prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee. The Return of Principal Guarantee is referred to as the Guaranteed Minimum Contract Value Credit in the benefit rider.

Key Feature - Annual Income Amount under the Highest Daily Lifetime 7 Plus Benefit

The Annual Income Amount is equal to a specified percentage of the Protected Withdrawal Value. The percentage initially depends on the age of the Annuitant on the date of the first Lifetime Withdrawal after election of the benefit. The percentages are: 4% for ages 45 - less than 59 1/2, 5% for ages 59 1/2-74, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older. Under the Highest Daily Lifetime 7 Plus benefit, if your cumulative Lifetime Withdrawals in a Contract Year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent Contract Years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that Contract Year. If your cumulative Lifetime Withdrawals in a Contract Year are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions for this Contract that comply with our rules) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions are based on the actual amount of the withdrawal, including any CDSC that may apply. Lifetime Withdrawals of any amount up to and including the Annual Income Amount will reduce the Protected Withdrawal Value by the amount of the withdrawal. Withdrawals of Excess Income will reduce the Protected Withdrawal Value by the same ratio as the reduction to the Annual Income Amount.

Note that if your withdrawal of the Annual Income Amount in a given Contract Year exceeds the applicable free withdrawal amount under the Contract (but is not considered Excess Income), we will not impose any CDSC on the amount of that withdrawal.

You may use the Systematic Withdrawal program to make withdrawals of the Annual Income Amount. Any systematic withdrawal will be deemed a Lifetime Withdrawal under this benefit.

Any Purchase Payment that you make subsequent to the election of Highest Daily Lifetime 7 Plus will (i) increase the then-existing Annual Income Amount by an amount equal to a percentage of the Purchase Payment (including the amount of any associated Credits) based on the age of the Annuitant at the time of the first Lifetime Withdrawal (the percentages are: 4% for ages 45 - less than 59 1/2, 5% for ages 59 1/2-74, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older) and (ii) increase the Protected Withdrawal Value by the amount of the Purchase Payment (including the amount of any associated Credits).

Highest Daily Auto Step-Up

An automatic step-up feature ("Highest Daily Auto Step-Up") is part of Highest Daily Lifetime 7 Plus. As detailed in this paragraph, the Highest Daily Auto Step-Up feature can result in a larger Annual Income Amount subsequent to your first Lifetime Withdrawal. The Highest Daily Auto Step-Up starts with the anniversary of the Contract Date of the Contract (the "Contract Anniversary") immediately after your first Lifetime Withdrawal under the benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on each Business Day within the immediately preceding Contract Year after your first Lifetime Withdrawal. Having identified the highest daily value (after all daily values have been adjusted for subsequent purchase payments and withdrawals), we then multiply that value by a percentage that varies based on the age of the Annuitant on the Contract Anniversary as of which the step-up would occur. The percentages are: 4% for ages 45 - less than 59 1/2, 5% for ages 59 1/2-74, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older. If that value exceeds the existing Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Annual Income Amount intact. The Contract Value on the Contract Anniversary is considered the last daily step-up value of the Contract Year. All daily valuations and annual step-ups will only occur on a Business Day. In later years (i.e., after the first Contract Anniversary after the first Lifetime Withdrawal), we determine whether an automatic step-up should occur on each Contract Anniversary, by performing a similar examination of the Contract Values that occurred on Business Days during the year. At the time that we increase your Annual Income Amount, we also increase your Protected Withdrawal Value to equal the highest daily value upon which your step-up was based only if that results in an increase to the Protected Withdrawal Value. Your Protected Withdrawal Value will never be decreased as a result of an income step-up. If, on the date that we implement a Highest Daily Auto Step-Up to your Annual Income Amount, the charge for Highest Daily Lifetime 7 Plus has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Highest Daily Lifetime 7 Plus upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

If you establish a Systematic Withdrawal program, we will not automatically increase the withdrawal amount when there is an increase to the Annual Income Amount.

The Highest Daily Lifetime 7 Plus program does not affect your ability to make withdrawals under your Contract, or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Highest Daily Lifetime 7 Plus, if your cumulative Lifetime Withdrawals in a Contract Year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent Contract Years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that Contract Year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount in any Contract Year, you cannot carry over the unused portion of the Annual Income Amount to subsequent Contract Years.

Because each of the Protected Withdrawal Value and Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Annual Income Amount remains.

Examples of dollar-for-dollar and proportional reductions, and the Highest Daily Auto Step-Up are set forth below. The values shown here are purely hypothetical, and do not reflect the charges for the Highest Daily Lifetime 7 Plus benefit or any other fees and charges. Assume the following for all three examples:

- . The Contract Date is December 1, 2008
- . The Highest Daily Lifetime 7 Plus benefit is elected on March 5, 2009
- . The Annuitant was 70 years old when he/she elected the Highest Daily Lifetime 7 Plus benefit.

Example of dollar-for-dollar reductions On November 24, 2009, the Protected Withdrawal Value is \$120,000, resulting in an Annual Income Amount of \$6,000 (since the Annuitant is between the ages of 59 1/2 and 74 at the time of the first Lifetime Withdrawal, the Annual Income Amount is 5% of the Protected Withdrawal Value, in this case 5% of \$120,000). Assuming \$2,500 is withdrawn from the Contract on this date, the remaining Annual Income Amount for that Contract Year (up to and including December 1, 2009) is \$3,500. This is the result of a dollar-for-dollar reduction of the Annual Income Amount (\$6,000 less \$2,500 = \$3,500).

Example of proportional reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on November 27, 2009 and the Contract Value at the time and immediately prior to this withdrawal is \$118,000. The first \$3,500 of this withdrawal reduces the Annual Income Amount for that Contract Year to \$0. The remaining withdrawal amount of \$1,500 - reduces the Annual Income Amount in future Contract Years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there are other future withdrawals in that Contract Year, each would result in another proportional reduction to the Annual Income Amount).

8

Here is the calculation:

Contract Value before Lifetime Withdrawal	\$118,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract Value immediately before excess withdrawal of \$1,500	\$114,500.00
Excess withdrawal amount	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$114,500.00
Ratio	1.31%
Annual Income Amount	\$ 6,000.00
Less ratio of 1.31%	\$ 78.60
Annual Income Amount for future Contract Years	\$ 5,921.40

Example of highest daily auto step-up

On each Contract Anniversary date, the Annual Income Amount is stepped-up if the appropriate percentage (based on the Annuitant's age on the Contract Anniversary) of the highest daily value since your first Lifetime Withdrawal (or last Contract Anniversary in subsequent years), adjusted for withdrawals and additional Purchase Payments, is higher than the Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments (including the amount of any associated Credits).

Continuing the same example as above, the Annual Income Amount for this Contract Year is \$6,000. However, the excess withdrawal on November 27 reduces the amount to \$5,921.40 for future years (see above). For the next Contract Year, the Annual Income Amount will be stepped up if 5% (since the designated life is between 59 1/2 and 74 on the date of the potential step-up) of the highest daily Contract Value adjusted for withdrawals and Purchase Payments (including the amount of any associated Credits), is higher than \$5,921.40. Here are the calculations for determining the daily values. Only the November 25 value is being adjusted for excess withdrawals as the November 30 and December 1 Business Days occur after the excess withdrawal on November 27.

Date*	Highest Daily Value (adjusted with withdrawal and Purchase Income Amount (5% of the Payments)** Highest Daily Value)		
	Contract Value	Adjusted Annual	
November 25, 2009	\$119,000.00	\$ 119,000.00	\$5,950.00
November 26, 2009	Thanksgiving Day		
November 27, 2009	\$113,000.00	\$ 113,986.95	\$5,699.35
November 30, 2009	\$113,000.00	\$ 113,986.95	\$5,699.35
December 01, 2009	\$119,000.00	\$ 119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The Valuation Dates are every day following the first Lifetime Withdrawal. In subsequent Contract Years Valuation Dates will be every day following the Contract Anniversary. The Contract Anniversary Date of December 1 is considered the final Valuation Date for the Contract Year. ** In this example, the first daily value after the first Lifetime Withdrawal is \$119,000 on November 25, resulting in an adjusted Annual Income Amount of \$5,950.00. This amount is adjusted on November 27 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$119,000 on November 25 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Annual Income Amount for the Contract Year), resulting in an adjusted Contract Value of \$115,500 before the excess withdrawal.

. This amount (\$115,500) is further reduced by 1.31% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Daily Value of \$113,986.95.

. The adjusted Annual Income Amount is carried forward to the next Valuation Date of November 30. At this time, we compare this amount to 5% of the Contract Value on November 30. Since the November 27 adjusted Annual Income Amount of \$5,699.35 is higher than \$5,650.00 (5% of \$113,000), we continue to carry \$5,699.35 forward to the next and final Valuation Date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,699.35, the adjusted Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value results in the highest amount of \$5,950.00. Since this amount is higher than the current year's Annual Income Amount of \$5,921.40 adjusted for excess withdrawals, the Annual Income Amount for the next Contract Year, starting on December 2, 2009 and continuing through December 1, 2010, will be stepped-up to \$5,950.00.

Non-Lifetime Withdrawal Feature

You may take a one-time non-lifetime withdrawal ("Non-Lifetime Withdrawal") under Highest Daily Lifetime 7 Plus. It is an optional feature of the benefit that you can only elect at the time of your first withdrawal. The amount of the Non-Lifetime Withdrawal cannot be more than the amount that would cause the Contract to be taken below the minimum Surrender Value after a withdrawal for your Contract (See "How Can I Access My Money?" in the prospectus on page 92 for PL SPAO 3, page 87 for PLNJ SPAO 3, page 92 for Flexelite, page 94 for PL SPAO plus 3 and page 84 for PLNJ SPAO Plus 3). This Non-Lifetime Withdrawal will not establish your initial Annual Income Amount and the Periodic Value described above will continue to be calculated. However, the total amount of the withdrawal will proportionally reduce all guarantees associated with the Highest Daily Lifetime 7 Plus benefit. You must tell us if your withdrawal is intended to be the Non-Lifetime Withdrawal and not the first Lifetime Withdrawal under the Highest Daily Lifetime 7 Plus benefit. If you don't elect the Non-Lifetime Withdrawal, the first withdrawal you make will be the first Lifetime Withdrawal that establishes your Protected Withdrawal Value and Annual Income Amount. Once you elect to take the Non-Lifetime Withdrawal or Lifetime Withdrawals, no additional Non-Lifetime Withdrawals may be taken.

The Non-Lifetime Withdrawal will proportionally reduce the Protected Withdrawal Value, the Return of Principal guarantee, and the Periodic Value guarantees on the tenth, twentieth and twenty-fifth anniversaries of the benefit effective date, described above, by the percentage the total withdrawal amount (including any applicable CDSC) represents of the then current Contract Value immediately prior to the withdrawal.

If you are participating in a Systematic Withdrawal program, the first withdrawal under the program cannot be classified as the Non-Lifetime Withdrawal. The first partial withdrawal in payment of any third party investment advisory service from your Contract also cannot be classified as the Non-Lifetime Withdrawal.

Example - Non-Lifetime Withdrawal (proportional reduction) This example is purely hypothetical and does not reflect the charges for the benefit or any other fees and charges. It is intended to illustrate the proportional reduction of the Non-Lifetime Withdrawal under this benefit.

Assume the following:

. The Contract Date is December 1, 2008

. The Highest Daily Lifetime 7 Plus benefit is elected on March 5, 2009

- . The Contract Value at benefit election was \$105,000
- . The Annuitant was 70 years old when he/she elected the Highest Daily Lifetime 7 Plus benefit.
- . No previous withdrawals have been taken under the Highest Daily Lifetime 7 Plus benefit.

On May 2, 2009, the Protected Withdrawal Value is \$125,000, the 10/th/ benefit year minimum Periodic Value guarantee is \$210,000, the 10/th/ benefit year Return of Principal guarantee is \$105,000, the 20/th/ benefit year minimum Periodic Value guarantee is \$420,000, the 25/th/ benefit year minimum Periodic Value guarantee is \$630,000 and the Contract Value is \$120,000. Assuming \$15,000 is withdrawn from the Contract on May 2, 2009 and is designated as a Non-Lifetime Withdrawal, all guarantees associated with the Highest Daily Lifetime 7 Plus benefit will be reduced by the ratio the total withdrawal amount represents of the Contract Value just prior to the withdrawal being taken.

Here is the calculation:

Withdrawal Amount divided by	\$ 15,000
Contract Value before withdrawal	\$120,000
Equals ratio	12.5%
All guarantees will be reduced by the above ratio (12.5%)	
Protected Withdrawal Value	\$109,375
10/th/ benefit year Return of Principal	\$ 91,875
10/th/ benefit year Minimum Periodic Value	\$183,750
20/th/ benefit year Minimum Periodic Value	\$367,500
25/th/ benefit year Minimum Periodic Value	\$551,250

Required Minimum Distributions

Withdrawals that exceed the Annual Income Amount, but which you are required to take as a required minimum distribution for this Contract, will not reduce the Annual Income Amount for future years. No additional Annual Income Amounts will be available in a Contract Year due to required minimum distributions unless the required minimum distribution amount is greater than the Annual Income Amount. Any withdrawal you take that exceeds the Annual Income Amount in Contract Years that your required minimum distribution amount is not greater than the Annual Income Amount will be treated as an Excess Withdrawal under the benefit. If the required minimum distribution (as calculated by us for your Contract and not previously withdrawn in the current calendar year) is greater than the Annual Income Amount, an amount equal to the remaining Annual Income Amount plus the difference between the required minimum distribution amount not previously withdrawn in the current calendar year and the Annual Income Amount will be available in the current Contract Year without it being considered an excess withdrawal.

Example - required minimum distributions The following example is purely hypothetical and is intended to illustrate a scenario in which the required minimum distribution amount in a given Contract Year is greater than the Annual Income Amount. In the event that a required minimum distribution is calculated in a calendar year that crosses more than one Contract Year and you choose to satisfy the entire required minimum distribution for that calendar year in the next Contract Year, the distribution taken in the next Contract Year will reduce your Annual Income Amount in that Contract Year on a dollar for dollar basis. If the required minimum distribution not taken in the prior Contract Year is greater than the Annual Income Amount as guaranteed by the benefit in the current Contract Year, the total required minimum distribution amount may be taken without being treated as an excess withdrawal.

10

Annual Income Amount = \$5,000

Remaining Annual Income Amount = \$3,000 Required Minimum Distribution = \$6,000

The amount you may withdraw in the current Contract Year without it being treated as an Excess Withdrawal is \$4,000. ($\$3,000 + (\$6,000 - \$5,000) = \$4,000$).

If the \$4,000 withdrawal is taken, the remaining Annual Income Amount will be zero and the remaining required minimum distribution amount of \$2,000 may be taken in the subsequent Contract Year (when your Annual Income Amount is reset to \$5,000) without proportionally reducing all of the guarantees associated with the Highest Daily Lifetime 7 Plus benefit as described above.

The amount you may withdraw in the subsequent Contract Year if you choose not to satisfy the RMD in the current Contract Year (assuming the Annual Income Amount in the subsequent Contract Year is \$5000.00), without being treated as an Excess Withdrawal is \$6000.00. This withdrawal must comply with all IRS guidelines in order to satisfy the Required Minimum Distribution for the current calendar year.

Benefits Under Highest Daily Lifetime 7 Plus

. To the extent that your Contract Value was reduced to zero as a result of cumulative Lifetime Withdrawals in an Contract Year that are less than or equal to the Annual Income Amount or as a result of the fee that we assess for Highest Daily Lifetime 7 Plus, and amounts are still payable under Highest Daily Lifetime 7 Plus, we will make an additional payment, if any, for that Contract Year equal to the remaining Annual Income Amount for the Contract Year. If you have not begun taking Lifetime Withdrawals and your Contract Value is reduced to zero as a result of the fee we assess for Highest Daily Lifetime 7 Plus, we will calculate the Annual Income Amount as if you made your first Lifetime Withdrawal on the date the Contract Value was reduced to zero and Lifetime Withdrawals will begin on the next Contract Anniversary. If this were to occur, you are not permitted to make additional purchase payments to your Contract. Thus, in these scenarios, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent Contract Years we make payments that equal the Annual Income Amount as described in this section. We will make payments until the death of the single Designated Life. To the extent that cumulative withdrawals in the Contract Year that reduced your Contract Value to zero are more than the Annual Income Amount, the Highest Daily Lifetime 7 Plus benefit terminates, and no additional payments are made. However, if a withdrawal in the latter scenario was taken to satisfy a required minimum distribution under the Annuity, then the benefit will not terminate, and we will continue to pay the Annual Income Amount in subsequent Contract Years until the death of the Designated Life.

. If Annuity payments are to begin under the terms of your Annuity, or if you decide to begin receiving Annuity payments and there is an Annual Income Amount due in subsequent Contract Years, you can elect one of the following two options:

(1) apply your Contract Value to any Annuity option available; or

(2) request that, as of the date Annuity payments are to begin, we make Annuity payments each year equal to the Annual Income Amount. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun. We will make payments until the death of the single Designated Life. We must receive your request in a form acceptable to us at our office.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments in the form of a single life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your Annuity. The amount that will be applied to provide such Annuity payments will be the greater of:

(1) the present value of the future Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed annuity rates then currently available or the single life fixed annuity rates guaranteed in your Annuity; and

(2) the Contract Value.

. If no Lifetime Withdrawal was ever taken, we will calculate the Annual Income Amount as if you made your first Lifetime Withdrawal on the date the annuity payments are to begin.

. Please note that payments that we make under this benefit after the Contract Anniversary coinciding with or next following the annuitant's 95th/ birthday will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Highest Daily Lifetime 7 Plus benefit are subject to all of the terms and conditions of the Annuity, including any applicable CDSC for the Non-Lifetime Withdrawal as well as withdrawals that exceed the Annual Income Amount.

. Withdrawals made while the Highest Daily Lifetime 7 Plus Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the Annuity.

. You can make withdrawals from your Annuity while your Contract Value is greater than zero without purchasing the Highest Daily Lifetime 7 Plus benefit. The Highest Daily Lifetime 7 Plus benefit provides a guarantee that if your Contract Value is reduced to zero (subject to our program rules regarding time and amount of withdrawals), you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the Permitted Sub-accounts.

. You cannot allocate Purchase Payments or transfer Contract Value to or from the AST Investment Grade Bond Portfolio Sub-account (see description below) if you elect this benefit. A summary description of the AST Investment Grade Bond Portfolio appears within the prospectus section entitled "What Are The Investment Objectives and Policies of The Portfolios?". Upon the initial transfer of your Contract Value into the AST Investment Grade Bond Portfolio, we will send a prospectus for that Portfolio to you, along with your confirmation statement. In addition, you can find a copy of the AST Investment Grade Bond Portfolio prospectus by going to www.prudentialannuities.com.

. Transfers to and from the elected Sub-accounts and the AST Investment Grade Bond Portfolio Sub-account triggered by the Highest Daily Lifetime 7 Plus asset transfer program will not count toward the maximum number of free transfers allowable under an Annuity.

. We currently limit the Sub-accounts to which you may allocate Contract Value if you participate in this benefit. (See "See What Investment Options Can I Choose" in the prospectus on page 23 for PL SPAO 3, page 21 for PLNJ SPAO 3, page 22 for Flexelite, page 23 for PL SPAO Plus 3, and page 21 for PLNJ SPAO Plus 3). Moreover, if you are invested in prohibited investment options and seek to elect the benefit, we will ask you to reallocate to permitted investment options as a prerequisite to electing the benefit.

. The maximum charge for Highest Daily Lifetime 7 Plus is 1.50% annually of the greater of Contract Value and the Protected Withdrawal Value (PWV). The current charge is 0.75% annually of the greater of Contract Value and the Protected Withdrawal Value. We deduct this fee at the end of each benefit quarter, where each such quarter is part of a year that begins on the effective date of the benefit or an anniversary thereafter. Thus, on each such quarter-end (or the next Business Day, if the quarter-end is not a Business Day), we deduct 0.1875% of the greater of the prior day's Contract Value or the prior day's Protected Withdrawal Value at the end of the quarter. We deduct the fee pro rata from each of your Sub-accounts including the AST Investment Grade Bond Portfolio Sub-account. Since this fee is based on the greater of the Contract Value or the Protected Withdrawal Value, the fee for Highest Daily Lifetime 7 Plus may be greater than it would have been, had it been based on the Contract Value alone. If the fee to be deducted exceeds the Contract Value at the benefit quarter, we will charge the remainder of the Contract Value for the benefit and continue the benefit as described above.

Election of and Designations under the Program For Highest Daily Lifetime 7 Plus, there must be either a single Owner who is the same as the Annuitant, or if the Annuity is entity owned, there must be a single natural person Annuitant. In either case, the Annuitant must be at least 45 years old.

Any change of the Annuitant under the Annuity will result in cancellation of Highest Daily Lifetime 7 Plus. Similarly, any change of Owner will result in cancellation of Highest Daily Lifetime 7 Plus, except if (a) the new Owner has the same taxpayer identification number as the previous owner, (b) ownership is transferred from a custodian to the Annuitant, or vice versa or

(c) ownership is transferred from one entity to another entity that is satisfactory to us.

Highest Daily Lifetime 7 Plus can be elected at the time that you purchase your Annuity or after the Contract Date, subject to our eligibility rules and restrictions. If you elect Highest Daily Lifetime 7 Plus and terminate it, you can re-elect it, subject to our current rules. Additionally, if you currently own an Annuity with a living benefit, you may terminate your existing benefit rider and elect the benefits offered in this supplement, subject to our current rules (See "Termination of Existing Benefits and Election of New Benefits" below). Please note that if you terminate a living benefit and elect a new living benefit, you lose the guarantees that you had accumulated under your existing benefit and will begin the new guarantees under the new benefit you elect based on your Contract Value as of the date the new benefit becomes active. We reserve the right to waive, change and/or further limit the election frequency in the future.

Termination of the Program

You may terminate Highest Daily Lifetime 7 Plus at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply. The benefit automatically terminates:

(i) upon your termination of the benefit, (ii) upon your surrender of the Annuity, (iii) upon your election to begin receiving annuity payments (although if you have elected to receive the Annual Income Amount in the form of Annuity payments, we will continue to pay the Annual Income Amount),

(iv) upon our receipt of due proof of the death of the Annuitant, (v) if both the Contract Value and Annual Income Amount equal zero, or (vi) if you cease to meet our requirements as described in "Election of and Designations under the Program".

Upon termination of Highest Daily Lifetime 7 Plus other than upon the death of the Annuitant, we impose any accrued fee for the benefit (i.e., the fee for the pro-rated portion of the year since the fee was last assessed), and thereafter we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will:

(i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the AST Investment Grade Bond Portfolio Sub-account to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

If a surviving spouse elects to continue the Annuity, the Highest Daily Lifetime 7 Plus benefit terminates. The spouse may elect the benefit subject to the restrictions discussed above.

How Highest Daily Lifetime 7 Plus Transfers Contract Value Between Your Permitted Sub-accounts and the AST Investment Grade Bond Sub-Account As indicated above, we limit the Sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime 7 Plus. For purposes of this benefit, we refer to those permitted Sub-accounts as the "Permitted Sub-accounts". An integral part of Highest Daily Lifetime 7 Plus is the pre-determined mathematical formula used to transfer Contract Value between the Permitted Sub-Accounts and a

specified bond fund within the Advanced Series Trust (the "AST Investment Grade Bond Sub-Account"). The AST Investment Grade Bond Sub-account is available only with this benefit, and thus you may not allocate Purchase Payments to or make transfers to or from the AST Investment Grade Bond Sub-account. The mathematical formula monitors your Contract Value daily and, if dictated by the formula, systematically transfers amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account. The formula is set forth below.

Speaking generally, the formula, which is applied each Business Day, operates as follows. The formula starts by identifying an income basis for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) income amount. Note that 5% is used in the formula, irrespective of the Annuitant's attained age. Then it produces an estimate of the total amount targeted in our allocation model, based on the projected income amount and factors set forth in the formula. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected income amount (and thus your Target Value) would take into account any automatic step-up, any subsequent Purchase Payments, and any excess withdrawals. Next, the formula subtracts from the Target Value the amount held within the AST Investment Grade Bond Sub-account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the AST Investment Grade Bond Sub-account, is called the "Target Ratio" or "r". If, on each of three consecutive Business Days, the Target Ratio is greater than 83% but less than or equal to 84.5%, the formula will, on such third Business Day, make a transfer from the Permitted Sub-accounts in which you are invested (subject to the 90% cap discussed below) to the AST Investment Grade Bond Sub-account. Once a transfer is made, the three consecutive Business Days begin again. If, however, on any Business Day, the Target Ratio is above 84.5%, it will make a transfer from the Permitted Sub-accounts (subject to the 90% cap) to the AST Investment Grade Bond Sub-account. If the Target Ratio falls below 78% on any Business Day, then a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts will occur.

The formula will not execute a transfer to the AST Investment Grade Bond Sub-account that results in more than 90% of your Contract Value being allocated to the AST Investment Grade Bond Sub-account ("90% cap"). Thus, on any Business Day, if the formula would require a transfer to the AST Investment Grade Bond Sub-account that would result in more than 90% of the Contract Value being allocated to the AST Investment Grade Bond Sub-account, only the amount that results in exactly 90% of the Contract Value being allocated to the AST Investment Grade Bond Sub-account will be transferred. Additionally, future transfers into the AST Investment Grade Bond Sub-account will not be made (regardless of the performance of the AST Investment Grade Bond Sub-account and the Permitted Sub-accounts) at least until there is first a transfer out of the AST Investment Grade Bond Sub-account. Once this transfer occurs out of the AST Investment Grade Bond Sub-account, future amounts may be transferred to or from the AST Investment Grade Bond Sub-account if dictated by the formula (subject to the 90% cap). At no time will the formula make a transfer to the AST Investment Grade Bond Sub-account that results in greater than 90% of your Contract Value being allocated to the AST Investment Grade Bond Sub-account. However, it is possible that, due to the investment performance of your allocations in the AST Investment Grade Bond Sub-account and your allocations in the Permitted Sub-accounts you have selected, your Contract Value could be more than 90% invested in the AST Investment Grade Bond Sub-account.

If you make additional purchase payments to your Contract while the 90% cap is in effect, the formula will not transfer any of such additional purchase payments to the AST Investment Grade Bond Sub-account at least until there is first a transfer out of the AST Investment Grade Bond Sub-account, regardless of how much of your Contract Value is in the Permitted Sub-accounts. This means that there could be scenarios under which, because of the additional purchase payments you make, less than 90% of your entire Contract Value is allocated to the AST Investment Grade Bond Sub-account, and the formula will still not transfer any of your Contract Value to the AST Investment Grade Bond Sub-account (at least until there is first a transfer out of the AST Investment Grade Bond Sub-account). For example,

. March 19, 2009 - a transfer is made to the AST Investment Grade Bond Sub-account that results in the 90% cap being met and now \$90,000 is allocated to the AST Investment Grade Bond Sub-account and \$10,000 is allocated to the Permitted Sub-accounts.

. March 20, 2009 - you make an additional purchase payment of \$10,000. No transfers have been made from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts since the cap went into effect on March 19, 2009.

. On March 20, 2009 (and at least until first a transfer is made out of the AST Investment Grade Bond Sub-account under the formula) - the \$10,000 payment is allocated to the Permitted Sub-accounts and on this date you have 82% in the AST Investment Grade Bond Sub-account and 18% in the Permitted Sub-accounts (such that \$20,000 is allocated to the Permitted Sub-accounts and \$90,000 to the AST Investment Grade Bond Sub-account).

13

. Once there is a transfer out of the AST Investment Grade Bond Sub-account (of any amount), the formula will operate as described above, meaning that the formula could transfer amounts to or from the AST Investment Grade Bond Sub-account if dictated by the formula (subject to the 90% cap).

Under the operation of the formula, the 90% cap may come into existence and be removed multiple times while you participate in the benefit. We will continue to monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account as dictated by the mathematical formula.

As you can glean from the formula, poor or flat investment performance of your Contract Value may result in a transfer of a portion of your Contract Value in the Permitted Sub-accounts to the AST Investment Grade Bond Sub-account because such poor investment performance will tend to increase the Target Ratio. Because the amount allocated to the AST Investment Grade Bond Sub-account and the amount allocated to the Permitted Sub-accounts each is a variable in the formula, the investment performance of each affects whether a transfer occurs for your Contract. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime 7 Plus, the values we use to compare to the Target Ratio will be fixed. For newly-issued Annuities that elect Highest Daily Lifetime 7 Plus and existing Annuities that elect Highest Daily Lifetime 7 Plus in the future, however, we reserve the right to change such values.

Additionally, on each monthly Contract Anniversary (if the monthly Contract Anniversary does not fall on a Business Day, the next Business Day will be used), following all of the above described daily calculations, a transfer may be made from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts. Any such transfer will be based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options). This transfer will automatically occur provided that the Target Ratio, as described above, would be less than 83% after the transfer. The formula will not execute a transfer if the Target Ratio after this transfer would occur would be greater than or equal to 83%.

The amount of the transfer will be equal to the lesser of:

- a) The total value of all your Contract Value in the AST Investment Grade Bond Sub-account, or
- b) An amount equal to 5% of your total Contract Value.

While you are not notified when your Contract reaches a transfer trigger under the formula, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the AST Investment Grade Bond Sub-account. The formula by which the transfer operates is designed primarily to mitigate some of the financial risks that we incur in providing the guarantee under Highest Daily Lifetime 7 Plus.

Depending on the results of the calculations of the mathematical formula, we may, on any Business Day:

- . Not make any transfer between the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account; or
- . If a portion of your Contract Value was previously allocated to the AST Investment Grade Bond Sub-account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options); or
- . Transfer a portion of your Contract Value in the Permitted Sub-accounts pro rata to the AST Investment Grade Bond Sub-account.

The amount and timing of transfers to and from the AST Investment Grade Bond Sub-account pursuant to the mathematical formula depends upon a number of factors unique to YOUR Contract (and is not necessarily directly correlated with the securities markets, bond markets, or interest rates, in general) including:

- . The difference between your Contract Value and your Protected Withdrawal Value;
- . How long you have owned Highest Daily Lifetime 7 Plus or Spousal Highest Daily Lifetime 7 Plus;
- . The performance of the Permitted Sub-accounts you have chosen;
- . The performance of the AST Investment Grade Bond Sub-account;
- . The amount allocated to each of the Permitted Sub-accounts you have chosen;
- . The amount allocated to the AST Investment Grade Bond Sub-account;
- . Additional Purchase Payments, if any, you make to your Contract; and
- . Withdrawals, if any, you take from your Contract (withdrawals are taken pro rata from your Contract Value).

At any given time, some, most or none of your Contract Value will be allocated to the AST Investment Grade Bond Sub-account, as dictated by the formula.

The more of your Contract Value allocated to the AST Investment Grade Bond Sub-account under the formula, the greater the impact of the performance of that Sub-account in determining whether (and how much) your Contract Value is transferred back to the Permitted Sub-

accounts. Further, it is possible under the formula that, if a significant portion of your Contract Value is allocated to the AST Investment Grade Bond Sub-account and that Sub-account has good performance but the performance of your Permitted Sub-accounts is negative, that the formula might transfer your Contract Value to the Permitted Sub-accounts. Similarly, the more you have allocated to the Permitted Sub-accounts, the greater the impact of the performance of those Permitted Sub-accounts will have on any transfer to the AST Investment Grade Bond Sub-account.

If you make additional Purchase Payments to your Contract, they will be allocated according to your allocation instructions. Once they are allocated to your Contract, they will also be subject to the mathematical formula described above and therefore may be transferred to the AST Investment Grade Bond Portfolio, if dictated by the formula.

Any Contract Value in the AST Investment Grade Bond Sub-account will not be available to participate in the investment experience of the Permitted Sub-accounts regardless of whether there is a subsequent Sub-account decline or recovery until it is transferred out of the AST Investment Grade Bond Sub-account.

TRANSFER FORMULA FOR HIGHEST DAILY LIFETIME 7 PLUS INCOME BENEFIT AND SPOUSAL

HIGHEST DAILY LIFETIME 7 PLUS INCOME BENEFIT

TRANSFERS OF CONTRACT VALUE BETWEEN YOUR PERMITTED SUB-ACCOUNTS AND THE AST

INVESTMENT GRADE BOND SUB-ACCOUNT

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULAS:

. C\\u\\ - the upper target is established on the effective date of the Highest Daily Lifetime 7 Plus/Spousal Highest Daily Lifetime 7 Plus benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.

. Cu\\s\\ - the secondary upper target is established on the effective date of the Highest Daily Lifetime 7 Plus/Spousal Highest Daily Lifetime 7 Plus benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently it is 84.5%

. C\\t\\ - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.

. C\\W\\ - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 78%.

. L - the target value as of the current Business Day.

. r - the target ratio.

. a - factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.

. V\\V\\ - the total value of all Permitted Sub-accounts in the Contract.

. V\\F\\ the total value of all elected Fixed Rate Options in the Contract.

. B - the total value of the AST Investment Grade Bond Portfolio Sub-account.

. P - Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis is equal to the greater of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for additional Purchase Payments, including the amount of any associated Credits, and adjusted proportionally for excess withdrawals*, and (2) any highest daily Contract Value occurring on or after the date of the first Lifetime Withdrawal and prior to or including the date of this calculation increased for additional Purchase Payments including the amount of any associated Credits, and adjusted for Lifetime Withdrawals.

. T - the amount of a transfer into or out of the AST Investment Grade Bond Portfolio Sub-account.

. T\\M\\ - the amount of a monthly transfer out of the AST Investment Grade Bond Portfolio.

* Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

Daily Calculations

TARGET VALUE CALCULATION:

On each Business Day, a target value (L) is calculated, according to the following formula. If the variable Contract Value ($V_{V\backslash} + V_{F\backslash}$) is equal to zero, no calculation is necessary.

$$L = 0.05 * P * a$$

Transfer Calculation:

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / (V_{V\backslash} + V_{F\backslash}).$$

. If on the third consecutive Business Day r (greater than) C_u and r

(less or =) C_u or if on any day r (greater than) C_u , and subject to the 90% cap rule described above, assets in the Permitted Sub-accounts are transferred to the AST Investment Grade Bond Portfolio Sub-account.

. If r (less than) C_l , and there are currently assets in the AST Investment Grade Bond Portfolio Sub-account (B (greater than) 0), assets in the AST Investment Grade Bond Portfolio Sub-account are transferred to the Permitted Sub-accounts according to most recent allocation instructions.

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \text{Min}(\text{MAX}(0, (0.90 * (V_{V\backslash} + V_{F\backslash} + B)) - B), [L - B - (V_{V\backslash} + V_{F\backslash}) * C_{t\backslash} / (1 - C_{t\backslash})])$$

Money is transferred from the Permitted Sub-accounts and Fixed Rate Options to the AST Investment Grade Bond Sub-account

$$T = \{ \text{Min}(B, -[L - B - (V_{V\backslash} + V_{F\backslash}) * C_{t\backslash} / (1 - C_{t\backslash})]) \}$$

Money is transferred from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts

Monthly Calculation

On each monthly anniversary of the Contract Date and following the daily Transfer Calculation above, the following formula determines if a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-Accounts will occur:

If, after the daily Transfer Calculation is performed,

$$\{ \text{Min}(B, .05 * (V_{V\backslash} + V_{F\backslash} + B)) \} \text{ (less than) } (C_u * (V_{V\backslash} + V_{F\backslash}) - L + B) / (1 - C_{u\backslash}), \text{ then}$$

$$T_{M\backslash} = \{ \text{Min}(B, .05 * (V_v + V_F + B)) \}$$

Money is transferred from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts.

"a" Factors for Liability Calculations (in Years and Months since Benefit Effective Date)*

Months												
Years	1	2	3	4	5	6	7	8	9	10	11	12
1	15.34	15.31	15.27	15.23	15.20	15.16	15.13	15.09	15.05	15.02	14.98	14.95
2	14.91	14.87	14.84	14.80	14.76	14.73	14.69	14.66	14.62	14.58	14.55	14.51
3	14.47	14.44	14.40	14.36	14.33	14.29	14.26	14.22	14.18	14.15	14.11	14.07
4	14.04	14.00	13.96	13.93	13.89	13.85	13.82	13.78	13.74	13.71	13.67	13.63
5	13.60	13.56	13.52	13.48	13.45	13.41	13.37	13.34	13.30	13.26	13.23	13.19
6	13.15	13.12	13.08	13.04	13.00	12.97	12.93	12.89	12.86	12.82	12.78	12.75
7	12.71	12.67	12.63	12.60	12.56	12.52	12.49	12.45	12.41	12.38	12.34	12.30
8	12.26	12.23	12.19	12.15	12.12	12.08	12.04	12.01	11.97	11.93	11.90	11.86
9	11.82	11.78	11.75	11.71	11.67	11.64	11.60	11.56	11.53	11.49	11.45	11.42
10	11.38	11.34	11.31	11.27	11.23	11.20	11.16	11.12	11.09	11.05	11.01	10.98
11	10.94	10.90	10.87	10.83	10.79	10.76	10.72	10.69	10.65	10.61	10.58	10.54
12	10.50	10.47	10.43	10.40	10.36	10.32	10.29	10.25	10.21	10.18	10.14	10.11
13	10.07	10.04	10.00	9.96	9.93	9.89	9.86	9.82	9.79	9.75	9.71	9.68
14	9.64	9.61	9.57	9.54	9.50	9.47	9.43	9.40	9.36	9.33	9.29	9.26
15	9.22	9.19	9.15	9.12	9.08	9.05	9.02	8.98	8.95	8.91	8.88	8.84
16	8.81	8.77	8.74	8.71	8.67	8.64	8.60	8.57	8.54	8.50	8.47	8.44
17	8.40	8.37	8.34	8.30	8.27	8.24	8.20	8.17	8.14	8.10	8.07	8.04
18	8.00	7.97	7.94	7.91	7.88	7.84	7.81	7.78	7.75	7.71	7.68	7.65
19	7.62	7.59	7.55	7.52	7.49	7.46	7.43	7.40	7.37	7.33	7.30	7.27
20	7.24	7.21	7.18	7.15	7.12	7.09	7.06	7.03	7.00	6.97	6.94	6.91
21	6.88	6.85	6.82	6.79	6.76	6.73	6.70	6.67	6.64	6.61	6.58	6.55
22	6.52	6.50	6.47	6.44	6.41	6.38	6.36	6.33	6.30	6.27	6.24	6.22
23	6.19	6.16	6.13	6.11	6.08	6.05	6.03	6.00	5.97	5.94	5.92	5.89
24	5.86	5.84	5.81	5.79	5.76	5.74	5.71	5.69	5.66	5.63	5.61	5.58
25	5.56	5.53	5.51	5.48	5.46	5.44	5.41	5.39	5.36	5.34	5.32	5.29
26	5.27	5.24	5.22	5.20	5.18	5.15	5.13	5.11	5.08	5.06	5.04	5.01
27	4.99	4.97	4.95	4.93	4.91	4.88	4.86	4.84	4.82	4.80	4.78	4.75
28	4.73	4.71	4.69	4.67	4.65	4.63	4.61	4.59	4.57	4.55	4.53	4.51
29	4.49	4.47	4.45	4.43	4.41	4.39	4.37	4.35	4.33	4.32	4.30	4.28
30	4.26	4.24	4.22	4.20	4.18	4.17	4.15	4.13	4.11	4.09	4.07	4.06**

* The values set forth in this table are applied to all ages. ** In all subsequent years and months thereafter, the Contract factor is 4.06

Additional Tax Considerations

If you purchase a Contract as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the required minimum distribution rules under the Code provide that you begin receiving periodic amounts from your Contract beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than five (5) percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any Contract Year that required minimum distributions due from your Contract are greater than such amounts. In addition, the amount and duration of payments under the Contract payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distribution provisions under the tax law. Please note, however, that any withdrawal (except the Non-Lifetime Withdrawal) you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive the Return of Principal Guarantee and the guaranteed amount described above under "Key Feature - Protected Withdrawal Value".

As indicated, withdrawals made while this benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the Contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this benefit here. However, we do note that if you participate in Highest Daily Lifetime 7 Plus through a non-qualified contract, as with all withdrawals, once all Purchase Payments are returned under the Annuity, all subsequent withdrawal amounts will be taxed as ordinary income.

SPOUSAL HIGHEST DAILY LIFETIME 7 PLUS/SM/ INCOME BENEFIT (SHD7 Plus)/SM/ Spousal Highest Daily Lifetime 7 Plus is the spousal version of Highest Daily Lifetime 7 Plus. This version is only being offered in those jurisdictions where we have received regulatory approval and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions. Currently, if you

elect Spousal Highest Daily Lifetime 7 Plus and subsequently terminate the benefit, you may elect another lifetime withdrawal benefit, subject to our current rules. See "Termination of Existing Benefits and Election of New Benefits". Please note that if you terminate Spousal Highest Daily Lifetime 7 Plus and elect another benefit, you lose the guarantees that you had accumulated under your existing benefit and will begin the new guarantees under the new benefit you elect based on your Contract Value as of the date the new benefit becomes active. Spousal Highest Daily Lifetime 7 Plus must be elected based on two Designated Lives, as described below. The youngest Designated Life must be at least 50 years old and the oldest Designated Life must be at least 55 years old when the benefit is elected. Spousal Highest Daily Lifetime 7 Plus is not available if you elect any other optional benefit. As long as your Spousal Highest Daily Lifetime 7 Plus Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available investment option(s) with this program. For a more detailed description of permitted investment options, see the "Investment Options" section below and in your prospectus on page 23 for PL SPAO 3, page 21 for PLNJ SPAO 3, page 22 for Flexelite, page 23 for PLNJ SPAO Plus 3, and page 21 for PLNJ SPAO Plus3.

We offer a benefit that guarantees until the later death of two natural persons who are each other's spouses at the time of election of the benefit and at the first death of one of them (the "Designated Lives", and each, a "Designated Life") the ability to withdraw an annual amount (the "Annual Income Amount") equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of Sub-account performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. You are guaranteed to be able to withdraw the Annual Income Amount for the lives of the Designated Lives ("Lifetime Withdrawals") provided you have not made "excess withdrawals" that have resulted in your Contract Value being reduced to zero. We also permit a one-time Non-Lifetime Withdrawal from your Contract prior to taking Lifetime Withdrawals under the benefit. The benefit may be appropriate if you intend to make periodic withdrawals from your Contract, wish to ensure that Sub-account performance will not affect your ability to receive annual payments, and wish either spouse to be able to continue the Spousal Highest Daily Lifetime 7 Plus benefit after the death of the first spouse. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Spousal Highest Daily Lifetime 7 Plus.

Although you are guaranteed the ability to withdraw your Annual Income Amount for life even if your Contract Value falls to zero, if you take an excess withdrawal that brings your Contract Value to zero, it is possible that your Annual Income Amount could also fall to zero. In that scenario, no further amount would be payable under Spousal Highest Daily Lifetime 7 Plus.

Key Feature - Protected Withdrawal Value The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. The Protected Withdrawal Value is separate from your Contract Value and not available as cash or a lump sum. On the effective date of the benefit, the Protected Withdrawal Value is equal to your Contract Value. On each Business Day thereafter until the date of your first Lifetime Withdrawal (excluding any Non-Lifetime Withdrawal discussed below), the Protected Withdrawal Value is equal to the "Periodic Value" described in the next paragraph.

The "Periodic Value" initially is equal to the Contract Value on the effective date of the benefit. On each Business Day thereafter until the first Lifetime Withdrawal, we recalculate the Periodic Value. We stop determining the Periodic Value upon your first Lifetime Withdrawal after the effective date of the benefit. On each Business Day (the "Current Business Day"), the Periodic Value is equal to the greater of:

(1) the Periodic Value for the immediately preceding business day (the "Prior Business Day") appreciated at the daily equivalent of 7% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive Business Days, but more than one calendar day for Business Days that are separated by weekends and/or holidays), plus the amount of any adjusted Purchase Payment made on the Current Business Day (the Periodic Value is proportionally reduced for any Non-Lifetime Withdrawal); and

(2) the Contract Value.

If you have not made a Lifetime Withdrawal on or before the 10/th/, 20/th/, or 25/th/ Anniversary of the effective date of the benefit, your Periodic Value on the 10/th/, 20/th/, or 25/th/ Anniversary of the benefit effective date is equal to the greater of:

(1) the Periodic Value described above or,

(2) the sum of (a), (b) and (c) (proportionally reduced for any Non-Lifetime Withdrawal):

(a) 200% (on the 10/th/ anniversary), 400% (on the 20/th/ anniversary) or 600% (on the 25/th/ anniversary) of the Contract Value on the effective date of the benefit;

(b) 200% (on the 10/th/ anniversary), 400% (on the 20/th/ anniversary) or 600% (on the 25/th/ anniversary) of all adjusted Purchase Payments made within one year following the effective date of the benefit; and

(c) All adjusted Purchase Payments made after one year following the effective date of the benefit.

On and after the date of your first Lifetime Withdrawal, your Protected Withdrawal Value is increased by the amount of any subsequent Purchase Payments, is reduced by withdrawals, including your first Lifetime Withdrawal (as described below), and may be increased if you qualify for a step-up (as described below).

Return of Principal Guarantee

If you have not made a Lifetime Withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next Business Day, if that anniversary is not a Business Day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

- a) your Contract Value on the day that you elected Spousal Highest Daily Lifetime 7 Plus proportionally reduced for any Non-Lifetime Withdrawal; and
- b) the sum of each Purchase Payment proportionally reduced for any subsequent Non-Lifetime Withdrawal (including the amount of any associated Credits) you made during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options (including the AST Investment Grade Bond Sub-account used with this benefit), in the same proportion that each such Sub-account bears to your total Contract Value, immediately before the application of the amount. Any such amount will not be considered a Purchase Payment when calculating your Protected Withdrawal Value, your death benefit, or the amount of any optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. Because the amount is added to your Contract Value, it will also be subject to each charge under your Contract based on Contract Value. This potential addition to Contract Value is available only if you have elected Spousal Highest Daily Lifetime 7 Plus and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal, including a required minimum distribution, (other than a Non-Lifetime Withdrawal) prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee. The Return of Principal Guarantee is referred to as the Guaranteed Minimum Contract Value Credit in the benefit rider.

Key Feature - Annual Income Amount under the Spousal Highest Daily Lifetime 7 Plus Benefit

The Annual Income Amount is equal to a specified percentage of the Protected Withdrawal Value. The percentage initially depends on the age of the youngest Designated Life on the date of the first Lifetime Withdrawal after election of the benefit. The percentages are: 4% for ages 50 - less than 59 1/2, 5% for ages 50 1/2-79, 6% for ages 80 to 84, 7% for ages 85 to 89, and 8% for ages 90 and older. We use the age of the youngest Designated Life even if that Designated Life is no longer a participant under the Contract due to death or divorce. Under the Spousal Highest Daily Lifetime 7 Plus benefit, if your cumulative Lifetime Withdrawals in an Contract Year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent Contract Years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that Contract Year. If your cumulative Lifetime Withdrawals in an Contract Year are in excess of the Annual Income Amount for any Contract Year ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions for this Contract that comply with our rules) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions are based on the actual amount of the withdrawal, including any CDSC that may apply. Lifetime Withdrawals of any amount up to and including the Annual Income Amount will reduce the Protected Withdrawal Value by the amount of the withdrawal. Withdrawals of Excess Income will reduce the Protected Withdrawal Value by the same ratio as the reduction to the Annual Income Amount.

Note that if your withdrawal of the Annual Income Amount in a given Contract Year exceeds the applicable free withdrawal amount under the Contract (but is not considered Excess Income), we will not impose any CDSC on the amount of that withdrawal.

You may use the Systematic Withdrawal program to make withdrawals of the Annual Income Amount. Any systematic withdrawal will be deemed a Lifetime Withdrawal under this benefit.

Any Purchase Payment that you make subsequent to the election of Spousal Highest Daily Lifetime 7 Plus will (i) increase the then-existing Annual Income Amount by an amount equal to a percentage of the Purchase Payment (including the amount of any associated Credit) based on the age of the younger Annuitant at the time of the first Lifetime Withdrawal (the percentages are: 4% for ages 50 - less than 59 1/2, 5% for ages 59 1/2-79, 6% for ages 80-84, 7% for ages 85-89, and 8% for ages 90 and older), and

(ii) increase the Protected Withdrawal Value by the amount of the Purchase Payment (including the amount of any associated Credit).

Highest Daily Auto Step-Up

An automatic step-up feature ("Highest Daily Auto Step-Up") is part of this benefit. As detailed in this paragraph, the Highest Daily Auto Step-Up feature can result in a larger Annual Income Amount subsequent to your first Lifetime Withdrawal. The Highest Daily Step-Up starting with the anniversary of the Contract Date of the Contract (the "Contract Anniversary") immediately

after your first Lifetime Withdrawal under the benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on each Business Day within the immediately preceding Contract Year after your first Lifetime Withdrawal. Having identified the highest daily value (after all daily values have been adjusted for subsequent purchase payments and withdrawals), we then multiply that value by a percentage that varies based on the age of the youngest Designated Life on the Contract Anniversary as of which the step-up would occur. The percentages are 4% for ages 50 - less than 59 1/2, 5% for ages 59 1/2-79, 6% for ages 80-84, 7% for ages 85-89, and 8% for ages 90 and older. If that value exceeds the existing Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Annual Income Amount intact. The Contract Value on the Contract Anniversary is considered the last daily step-up value of the Contract Year. In later years (i.e., after the first Contract Anniversary after the first Lifetime Withdrawal), we determine whether an automatic step-up should occur on each Contract Anniversary by performing a similar examination of the Contract Values that occurred on Business Days during the year. At the time that we increase your Annual Income Amount, we also increase your Protected Withdrawal Value to equal the highest daily value upon which your step-up was based only if that results in an increase to the Protected Withdrawal Value. Your Protected Withdrawal Value will never be decreased as a result of an income step-up. If, on the date that we implement a Highest Daily Auto Step-Up to your Annual Income Amount, the charge for Spousal Highest Daily Lifetime 7 Plus has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Spousal Highest Daily Lifetime 7 Plus upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

If you establish a Systematic Withdrawal program, we will not automatically increase the withdrawal amount when there is an increase to the Annual Income Amount.

The Spousal Highest Daily Lifetime 7 Plus program does not affect your ability to make withdrawals under your Annuity, or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Spousal Highest Daily Lifetime 7 Plus, if your cumulative Lifetime Withdrawals in an Contract Year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent Contract Years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that Contract Year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount in any Contract Year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent Contract Years.

Because each of the Protected Withdrawal Value and Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Annual Income Amount remains.

Examples of dollar-for-dollar and proportional reductions, and the Highest Daily Auto Step-Up are set forth below. The values shown here are purely hypothetical, and do not reflect the charges for the Spousal Highest Daily Lifetime 7 Plus benefit or any other fees and charges. Assume the following for all three examples:

- . The Contract Date is December 1, 2008
- . The Spousal Highest Daily Lifetime 7 Plus benefit is elected on March 5, 2009
- . The younger Designated Life was 70 years old when he/she elected the Spousal Highest Daily Lifetime 7 Plus benefit.

Example of dollar-for-dollar reductions On November 24, 2009, the Protected Withdrawal Value is \$120,000, resulting in an Annual Income Amount of \$6,000 (since the youngest designated life is between the ages of 59 1/2 and 79 at the time of the first Lifetime Withdrawal, the

Annual Income Amount is 5% of the Protected Withdrawal Value, in this case 5% of \$120,000). Assuming \$2,500 is withdrawn from the Contract on this date, the remaining Annual Income Amount for that Contract Year (up to and including December 1, 2009) is \$3,500. This is the result of a dollar-for-dollar reduction of the Annual Income Amount (\$6,000 less \$2,500 = \$3,500).

Example of proportional reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on November 27, 2009 and the Contract Value at the time and immediately prior to this withdrawal is \$118,000. The first \$3,500 of this withdrawal reduces the Annual Income Amount for that Contract Year to \$0. The remaining withdrawal amount of \$1,500 - reduces the Annual Income Amount in future Contract Years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that Contract Year, each would result in another proportional reduction to the Annual Income Amount).

Here is the calculation:

Contract Value before Lifetime Withdrawal	\$118,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract Value immediately before excess withdrawal of \$1,500	\$114,500.00
Excess withdrawal amount	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$114,500.00
Ratio	1.31%
Annual Income Amount	\$ 6,000.00
Less ratio of 1.31%	\$ 78.60
Annual Income Amount for future Contract Years	\$ 5,921.40

Example of highest daily auto step-up

On each Contract Anniversary date, the Annual Income Amount is stepped-up if the appropriate percentage (based on the youngest designated life's age on the Contract Anniversary) of the highest daily value since your first Lifetime Withdrawal (or last Contract Anniversary in subsequent years), adjusted for withdrawals and additional Purchase Payments, is higher than the Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments (including the amount of any associated Credits).

Continuing the same example as above, the Annual Income Amount for this Contract Year is \$6,000. However, the excess withdrawal on November 27 reduces the amount to \$5,921.40 for future years (see above). For the next Contract Year, the Annual Income Amount will be stepped up if 5% (since the youngest Designated Life is between 59 1/2 and 79 on the date of the potential step-up) of the highest daily Contract Value adjusted for withdrawals and Purchase Payments (including credits), is higher than \$5921.40. Here are the calculations for determining the daily values. Only the November 25 value is being adjusted for excess withdrawals as the November 30 and December 1 Business Days occur after the excess withdrawal on November 27.

Date*	Highest Daily Value (adjusted with withdrawal and Purchase Income Amount (5% of the Contract Value Payments)** Highest Daily Value)		
	Contract Value	Adjusted Annual	
November 25, 2009	\$119,000.00	\$ 119,000.00	\$5,950.00
November 26, 2009	Thanksgiving Day		
November 27, 2009	\$113,000.00	\$ 113,986.95	\$5,699.35
November 30, 2009	\$113,000.00	\$ 113,986.95	\$5,699.35
December 01, 2009	\$119,000.00	\$ 119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The Valuation Dates are every day following the first Lifetime Withdrawal. In subsequent Contract Years Valuation Dates will be every day following the Contract Anniversary. The Contract Anniversary Date of December 1 is considered the final Valuation Date for the Contract Year. ** In this example, the first daily value after the first Lifetime Withdrawal is \$119,000 on November 25, resulting in an adjusted Annual Income Amount of \$5,950.00. This amount is adjusted on November 27 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$119,000 on November 25 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Annual Income Amount for the Contract Year), resulting in an adjusted Contract Value of \$115,500 before the excess withdrawal.

. This amount (\$115,500) is further reduced by 1.31% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Daily Value of \$113,986.95.

. The adjusted Annual Income Amount is carried forward to the next Valuation Date of November 30. At this time, we compare this amount to 5% of the Contract Value on November 30. Since the November 27 adjusted Annual Income Amount of \$5,699.35 is higher than \$5,650.00 (5% of \$113,000), we continue to carry \$5,699.35 forward to the next and final Valuation Date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,699.35, the adjusted Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value results in the highest amount of \$5,950.00. Since this amount is higher than the current year's Annual Income Amount of \$5,921.40 adjusted for excess withdrawals, the Annual Income Amount for the next Contract Year, starting on December 2, 2009 and continuing through December 1, 2010, will be stepped-up to \$5,950.00.

Non-Lifetime Withdrawal Feature

You may take a one-time non-lifetime withdrawal ("Non-Lifetime Withdrawal") under Spousal Highest Daily Lifetime 7 Plus. It is an optional feature of the benefit that you can only elect at the time of your first withdrawal. The amount of the Non-Lifetime Withdrawal cannot be more than the amount that would cause the Contract to be taken below the minimum Surrender Value after a withdrawal for your Contract (See "How Can I Access My Money?" in the prospectus on page 92 for PL SPAO 3, page 84 for PLN SPAO 3, page 92 for Flexelite, page 94 for PL SPAO Plus 3 and page 87 for PLN SPAO Plus 3). This Non-Lifetime Withdrawal will not establish your initial Annual Income Amount and the Periodic Value described above will continue to be calculated. However, the total amount of the withdrawal will proportionally reduce all guarantees associated with the Spousal Highest Daily Lifetime 7 Plus benefit. You must tell us if your withdrawal is intended to be the Non-Lifetime Withdrawal and not the first lifetime withdrawal under the Spousal Highest Daily Lifetime 7 Plus benefit. If you don't elect the Non-Lifetime Withdrawal, the first Lifetime withdrawal you make will be the first Lifetime Withdrawal that establishes your Protected Withdrawal Value and Annual Income Amount. Once you elect the Non-Lifetime Withdrawal or Lifetime Withdrawals, no additional Non-Lifetime withdrawals may be taken.

The Non-Lifetime Withdrawal will proportionally reduce the Protected Withdrawal Value, the Return of Principal guarantee and the Periodic Value guarantees on the tenth, twentieth and twenty-fifth anniversaries of the benefit effective date, described above, by the percentage the total withdrawal amount (including any applicable CDSC) represents of the then current Contract Value immediately prior to the time of the withdrawal.

If you are participating in a Systematic Withdrawal program, the first withdrawal under the program cannot be classified as the Non-Lifetime Withdrawal. The first partial withdrawal in payment of any third party investment advisory service from your Contract also cannot be classified as the Non-Lifetime Withdrawal.

Example - Non-Lifetime Withdrawal (proportional reduction) This example is purely hypothetical and does not reflect the charges for the benefit or any other fees and charges. It is intended to illustrate the proportional reduction of the Non-Lifetime Withdrawal under this benefit.

Assume the following:

. The Contract Date is December 1, 2008

- . The Spousal Highest Daily Lifetime 7 Plus benefit is elected on March 5, 2009
- . The Contract Value at benefit election was \$105,000
- . The younger Designated Life was 70 years old when he/she elected the Spousal Highest Daily Lifetime 7 Plus benefit.
- . No previous withdrawals have been taken under the Spousal Highest Daily Lifetime 7 Plus benefit.

On May 2, 2009, the Protected Withdrawal Value is \$125,000, the 10/th/ benefit year minimum Periodic Value guarantee is \$210,000, the 10/th/ benefit year Return of Principal guarantee is \$105,000, the 20/th/ benefit year minimum Periodic Value guarantee is \$420,000, the 25/th/ benefit year minimum Periodic Value guarantee is \$630,000 and the Contract Value is \$120,000. Assuming \$15,000 is withdrawn from the Contract on May 2, 2009 and is designated as a Non-Lifetime Withdrawal, all guarantees associated with the Spousal Highest Daily Lifetime 7 Plus benefit will be reduced by the ratio the total withdrawal amount represents of the Contract Value just prior to the withdrawal being taken.

Here is the calculation:

Withdrawal Amount divided by	\$ 15,000
Contract Value before withdrawal	\$120,000
Equals ratio	12.5%
All guarantees will be reduced by the above ratio (12.5%)	
Protected Withdrawal Value	\$109,375
10/th/ benefit year Return of Principal	\$ 91,875
10/th/ benefit year Minimum Periodic Value	\$183,750
20/th/ benefit year Minimum Periodic Value	\$367,500
25/th/ benefit year Minimum Periodic Value	\$551,250

Required Minimum Distributions

Withdrawals that exceed the Annual Income Amount, but which you are required to take as a required minimum distribution for this Contract, will not reduce the Annual Income Amount for future years. No additional Annual Income Amounts will be available in a Contract Year due to required minimum distributions unless the required minimum distribution amount is greater than the Annual Income Amount. Any withdrawal you take that exceeds the Annual Income Amount in Contract Years that your required minimum distribution amount is not greater than the Annual Income Amount will be treated as an Excess Withdrawal under the benefit. If the required minimum distribution (as calculated by us for your Contract and not previously withdrawn in the current calendar year) is greater than the Annual Income Amount, an amount equal to the remaining Annual Income Amount plus the difference between the required minimum distribution amount not previously withdrawn in the current calendar year and the Annual Income Amount will be available in the current Contract Year without it being considered an excess withdrawal.

Example - Required Minimum Distributions The following example is purely hypothetical and is intended to illustrate a scenario in which the required minimum distribution amount in a given Contract Year is greater than the Annual Income Amount. In the event that a required minimum distribution is calculated in a calendar year that crosses more than one Contract Year and you choose to satisfy the entire required minimum distribution for that calendar year in the next Contract Year, the distribution taken in the next Contract Year will reduce your Annual Income Amount in that Contract Year on a dollar for dollar basis. If the required minimum distribution not taken in the prior Contract Year is greater than the Annual Income Amount as guaranteed by the benefit in the current Contract Year, the total required minimum distribution amount may be taken without being treated as an excess withdrawal.

Annual Income Amount = \$5,000

Remaining Annual Income Amount = \$3,000 Required Minimum Distribution = \$6,000

The amount you may withdraw in the current Contract Year without it being treated as an Excess Withdrawal is \$4,000. ($\$3,000 + (\$6,000 - \$5,000) = \$4,000$).

If the \$4,000 withdrawal is taken, the remaining Annual Income Amount will be zero and the remaining required minimum distribution amount of \$2,000 may be taken in the subsequent Contract Year (when your Annual Income Amount is reset to \$5,000) without proportionally reducing all guarantees associated with the Spousal Highest Daily Lifetime 7 Plus benefit as described above.

The amount you may withdraw in the subsequent Contract Year if you choose not to satisfy the RMD in the current Contract Year (assuming the Annual Income Amount in the subsequent Contract Year is \$5000.00), without being treated as an Excess Withdrawal is \$6000.00. This withdrawal must comply with all IRS guidelines in order to satisfy the Required Minimum Distribution for the current calendar year.

Benefits Under Spousal Highest Daily Lifetime 7 Plus

. To the extent that your Contract Value was reduced to zero as a result of cumulative Lifetime Withdrawals in a Contract Year that are equal to or less than the Annual Income Amount or as a result of the fee that we assess for Spousal Highest Daily Lifetime 7 Plus, and amounts are still payable under Spousal Highest Daily Lifetime 7 Plus, we will make an additional payment, if any, for that Contract Year equal to the remaining Annual Income Amount for the Contract Year. If you have not begun taking Lifetime Withdrawals and your Contract Value is reduced to zero as a result of the fee we assess for Spousal Highest Daily Lifetime 7 Plus, we will calculate the Annual Income Amount as if you made your first Lifetime Withdrawal on the date the Contract Value was reduced to zero and Lifetime Withdrawals will begin on the next Contract Anniversary. If this were to occur, you are not permitted to make additional purchase payments to your Contract. Thus, in these scenarios, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent Contract Years we make payments that equal the Annual Income Amount as described in this section. We will make payments until the death of the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. To the extent that cumulative withdrawals in the Contract Year that reduced your Contract Value to zero are more than the Annual Income Amount, the Spousal Highest Daily Lifetime 7 Plus benefit terminates, and no additional payments will be made. However, if a withdrawal in the latter scenario was taken to satisfy a required minimum distribution under the Contract the benefit will not terminate, and we will continue to pay the Annual Income Amount in subsequent Contract Years until the death of the second Designated Life provided the Designated lives were spouses at the death of the first Designated Life.

. If Contract payments are to begin under the terms of your Contract, or if you decide to begin receiving Contract payments and there is an Annual Income Amount due in subsequent Contract Years, you can elect one of the following two options:

(1) apply your Contract Value to any Contract option available; or

(2) request that, as of the date Contract payments are to begin, we make Contract payments each year equal to the Annual Income Amount. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. If, due to death of a Designated Life or divorce prior to annuitization, only a single Designated Life remains, then Contract payments will be made as a life contract for the lifetime of the Designated Life. We must receive your request in a form acceptable to us at our office.

In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a joint and survivor or single (as applicable) life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your Contract. The amount that will be applied to provide such Contract payments will be the greater of:

(1) the present value of the future Annual Income Amount payments. Such present value will be calculated using the greater of the joint and survivor or single (as applicable) life fixed annuity rates then currently available or the joint and survivor or single (as applicable) life fixed annuity rates guaranteed in your Contract; and

(2) the Contract Value.

. If no Lifetime Withdrawal was ever taken, we will calculate the Annual Income Amount as if you made your first Lifetime Withdrawal on the date the annuity payments are to begin.

. Please note that payments that we make under this benefit after the Contract Anniversary coinciding with or next following the older of the owner or Annuitant's 95th/birthday, will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Spousal Highest Daily Lifetime 7 Plus benefit are subject to all of the terms and conditions of the Contract, including any applicable CDSC for the Non-Lifetime Withdrawal as well as withdrawals that exceed the Annual Income Amount.

. Withdrawals made while the Spousal Highest Daily Lifetime 7 Plus benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the Contract.

. You can make withdrawals from your Contract while your Contract Value is greater than zero without purchasing the Spousal Highest Daily Lifetime 7 Plus benefit. The Spousal Highest Daily Lifetime 7 Plus benefit provides a guarantee that if your Contract Value is reduced to zero (subject to program rules regarding the timing and amount of withdrawals), you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the Permitted Sub-accounts.

. You cannot allocate Purchase Payments or transfer Contract Value to or from the AST Investment Grade Bond Portfolio Sub-account (as described below) if you elect this benefit. A summary description of the AST Investment Grade Bond Portfolio appears within the prospectus section entitled "What Are The Investment Objectives and Policies of The Portfolios?". Upon the initial transfer of your Contract Value into the AST Investment Grade Bond Portfolio, we will send a prospectus for that Portfolio to you, along with your confirmation statement. In addition, you can find a copy of the AST Investment Grade Bond Portfolio prospectus by going to www.prudentialannuities.com.

. You can make withdrawals from your Contract without purchasing the Spousal Highest Daily Lifetime 7 Plus benefit. The Spousal Highest Daily Lifetime 7 Plus benefit provides a guarantee that if your Contract Value declines due to Sub-account performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. Transfers to and from the elected Sub-accounts and the AST Investment Grade Bond Portfolio Sub-account triggered by the Spousal Highest Daily Lifetime 7 Plus asset transfer program will not count toward the maximum number of free transfers allowable under a Contract.

. We currently limit the Sub-accounts to in which you may allocate Contract Value if you participate in this benefit (see "What Investment Options Can I Choose?" below and in the prospectus on page 23 for PL SPAO 3, page 21 for PLNJ SPAO 3, page 22 for Flexelite, page 23 for PL SPAO Plus 3 and page 21 for PLNJ SPAO Plus 3). Moreover, if you are invested in prohibited investment options and seek to elect the benefit, we will ask you to reallocate to permitted investment options as a prerequisite to electing the benefit.

. The maximum fee for Spousal Highest Daily Lifetime 7 Plus is 1.50% annually of the greater of Contract Value and the Protected Withdrawal Value. The current fee for Spousal Highest Daily Lifetime 7 Plus is 0.90% annually of the greater of Contract Value and the Protected Withdrawal Value. We deduct this fee at the end of each benefit quarter, where each such quarter is part of a year that begins on the effective date of the benefit or an anniversary thereafter. Thus, on each such quarter-end (or the next Business Day, if the quarter-end is not a Business Day), we deduct 0.225% of the greater of the prior day's Contract Value, or the prior day's Protected Withdrawal Value at the end of the quarter. We deduct the fee pro rata from each of your Sub-accounts including the AST Investment Grade Bond Sub-account. Since this fee is based on the greater of the Contract Value and the Protected Withdrawal Value, the fee for Spousal Highest Daily Lifetime 7 Plus may be greater than it would have been, had it been based on the Contract Value alone. If the fee to be deducted exceeds the Contract Value, we will reduce the Contract Value to zero, and continue the benefit as described above.

Election of and Designations under the Benefit Spousal Highest Daily Lifetime 7 Plus can only be elected based on two Designated Lives. Designated Lives must be natural persons who are each other's spouses at the time of election of the program and at the death of the first of the Designated Lives to die. Currently, Spousal Highest Daily Lifetime 7 Plus only may be elected where the Owner, Annuitant, and Beneficiary designations are as follows:

. One Contract Owner, where the Annuitant and the Owner are the same person and the beneficiary is the Owner's spouse. The youngest Owner/Annuitant and the beneficiary must be at least 50 years old and the oldest must be at least 55 years old at the time of election; or

. Co-Contract Owners, where the Owners are each other's spouses. The beneficiary designation must be the surviving spouse, or the spouses named equally. One of the owners must be the Annuitant. The youngest Owner must be at least 50 years old and the oldest owner must be at least 55 years old at the time of election; or

. One Contract Owner, where the Owner is a custodial account established to hold retirement assets for the benefit of the Annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account"), the beneficiary is the Custodial Account, and the spouse of the Annuitant is the Contingent Annuitant. The youngest of the Annuitant and the Contingent Annuitant must be at least 50 years old and the oldest must be at least 55 years old at the time of election.

We do not permit a change of Owner under this benefit, except as follows:

(a) if one Owner dies and the surviving spousal Owner assumes the Contract, or

(b)if the Contract initially is co-owned, but thereafter the Owner who is not the Annuitant is removed as Owner. We permit changes of beneficiary under this benefit. If the Designated Lives divorce, the Spousal Highest Daily Lifetime 7 Plus benefit may not be divided as part of the divorce settlement or judgment. Nor may the divorcing spouse who retains ownership of the Contract appoint a new Designated Life upon re-marriage.

Spousal Highest Daily Lifetime 7 Plus can be elected at the time that you purchase your Contract or after the Contract Date, subject to our eligibility rules and restrictions. See "Termination of Existing Benefits and Election of New Benefits" below for information pertaining to elections, terminations and re-election of benefits. We reserve the right to waive, change and/or further limit the election frequency in the future. Please note that if you terminate a living benefit and elect a new living benefit, you lose the guarantees that you had accumulated under your existing benefit and will begin the new guarantees under the new benefit you elected based on your Contract Value as of the date the new benefit becomes active.

Termination of the Benefit

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election may apply (as described above). The benefit automatically terminates: (i) if upon the death of the first Designated Life, the surviving Designated Life opts to take the death benefit under the Contract (thus, the benefit does not terminate solely because of the death of the first Designated Life), (ii) upon the death of the second Designated Life, (iii) upon your termination of the benefit, (iv) upon your surrender of the Contract, (v) upon your election to begin receiving annuity payments (although if you have elected to take contract payments in the form of the Annual Income Amount, we will continue to pay the Annual Income Amount), (vi) if both the Contract Value and Annual Income Amount equal zero, or (vii) if you cease to meet our requirements as described in "Election of and Designations under the Program".

Upon termination of Spousal Highest Daily Lifetime 7 Plus other than upon death of a Designated Life, we impose any accrued fee for the benefit (i.e., the fee for the pro-rated portion of the year since the fee was last assessed), and thereafter we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and

(ii) transfer all amounts held in the AST Investment Grade Bond Portfolio Sub-account to your variable investment options based on your existing allocation instructions or (in the absence of such instructions) or (in the absence of such instructions pro rata) (i.e. in the same proportion as the current balances in your variable investment options).

How Spousal Highest Daily Lifetime 7 Plus Transfers Contract Value between Your Permitted Sub-accounts and the AST Investment Grade Bond Sub-account

See "How Highest Daily Lifetime 7 Plus Transfers Contract Value Between Your Permitted Sub-accounts and the AST Investment Grade Bond Sub-account" on page 13 of this Supplement for information regarding this component of the benefit.

Additional Tax Considerations

If you purchase an Contract as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the required minimum distribution rules under the Code provide that you begin receiving periodic amounts from your Contract beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than five (5) percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any Contract Year that required minimum distributions due from your Contract are greater

than such amounts. In addition, the amount and duration of payments under the Contract payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distribution provisions under the tax law. Please note, however, that any withdrawal (except the Non-Lifetime Withdrawal) you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive the Return of Principal Guarantee and the guaranteed amount described above under "KEY FEATURE - Protected Withdrawal Value".

As indicated, withdrawals made while this benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the Contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this benefit here. However, we do note that if you participate in Spousal Highest Daily Lifetime 7 Plus through a non-qualified contract, as with all withdrawals, once all Purchase Payments are returned under the Contract, all subsequent withdrawal amounts will be taxed as ordinary income.

The following is added on page 53 for PL SPAO 3, page 47 for PLNJ SPAO 3, page 53 for Flexelite, page 55 for PL SPAO Plus 3 and page 49 for PLNJ SPAO Plus 3 in your prospectus under "Lifetime Withdrawal Benefits":

Termination of Existing Benefits and Election of New Benefits If you currently own a Contract with an optional living benefit that is terminable, you may terminate the benefit rider and elect one of the benefits described in this supplement, subject to availability of the benefit at that time and our then current rules. There is currently no waiting period to elect any living benefit once a living benefit is terminated provided that the benefit being elected is available for election post-issue. We reserve the right to waive, change and/or further limit availability and election frequencies in the future. Check with your financial professional regarding the availability of re-electing or electing a benefit and any waiting period. The benefit you re-elect or elect may be more expensive than the benefit you are terminating. Note that once you terminate an existing benefit, you lose the guarantees that you had accumulated under your existing benefit and will begin the new guarantees under the new benefit you elect based on your Contract Value as of the date the new benefit becomes active. You should carefully consider whether terminating your existing benefit and electing a new benefit is appropriate for you.

25

INVESTMENT OPTIONS

We add the following information to your prospectus on page 23 of PL SPAO 3, page 21 of PLNJ SPAO 3, page 22 of Flexelite, page 23 of PL SPAO Plus 3 and page 21 of PLNJ SPAO Plus 3 under "What Investment Options Can I Choose?".

. We add the following immediately before the chart setting forth the Investment Objectives and Policies of each Portfolio:

Certain optional living benefits (e.g., Highest Daily Lifetime 7 Plus) employ a pre-determined mathematical formula, under which money is transferred between your chosen variable sub-accounts and a bond portfolio (e.g., the AST Investment Grade Bond Portfolio). You should be aware that the operation of the mathematical formula could impact the expenses and performance of the variable sub-accounts used with the optional living benefits (the "Permitted Funds"). Specifically, because transfers to and from the Permitted Funds can be frequent and the amount transferred can vary, the Permitted Funds could experience the following effects, among others: (a) they may be compelled to hold a larger portion of assets in highly liquid securities than they otherwise would, which could diminish performance if the highly liquid securities underperform other securities (e.g., equities) that otherwise would have been held (b) they may experience higher portfolio turnover, which generally will increase the Permitted Funds' expenses and (c) if they are compelled by the mathematical formula to sell securities that are thinly-traded, such sales could have a significant impact on the price of such securities. Please consult the prospectus for the Permitted Fund for complete information about these effects.

26

NEW OPTIONAL FEATURE FOR HIGHEST DAILY LIFETIME FIVE INCOME BENEFIT, HIGHEST

DAILY LIFETIME SEVEN INCOME BENEFIT AND SPOUSAL HIGHEST DAILY LIFETIME SEVEN

INCOME BENEFIT

1. In the section entitled "What Are the Lifetime Withdrawal Benefits--Highest Daily Lifetime Five/(SM)/ Income Benefit", we add and amend certain information contained in that section of the prospectus (page 62 for PL SPAO 3, page 56 for PLNJ SPAO 3, page 63 for Flexelite, page 64 for PL SPAO Plus 3 and page 58 for PLNJ SPAO Plus 3) as follows:

OPTIONAL FEATURE FOR HIGHEST DAILY LIFETIME FIVE INCOME BENEFIT If you currently own a Contract and have elected, as of the date of this Supplement, the Highest Daily Lifetime Five Income Benefit, you can elect this feature which utilizes a new asset transfer formula. The new formula is described below and will replace the "Transfer Calculation" portion of the asset transfer formula currently used in connection with your benefit on a prospective basis. This election may only be made once and may not be revoked once elected. The new asset transfer formula is added to Appendix C in your prospectus and is provided below.

Under the new formula, the formula will not execute a transfer to the Benefit Fixed Rate Account that results in more than 90% of your Contract Value being allocated to the Benefit Fixed Rate Account ("90% cap" or "90% cap rule"). Thus, on any Business Day, if the formula would require a transfer into the Benefit Fixed Rate Account that would result in more than 90% of the Contract Value being allocated to the Benefit Fixed Rate Account, only the amount that results in exactly 90% of the Contract Value being allocated to the Benefit Fixed Rate Account will be transferred. Additionally, future transfers into the Benefit Fixed Rate Account will not be made (regardless of the performance of the Benefit Fixed Rate Account and the Permitted Sub-accounts) at least until there is first a transfer out of the Benefit Fixed Rate Account. Once this transfer occurs out of the Benefit Fixed Rate Account, future amounts may be transferred to or from the Benefit Fixed Rate Account if dictated by the formula (subject to the 90% cap). At no time will the formula make a transfer to the Benefit Fixed Rate Account that results in greater than 90% of your Contract Value being allocated to the Benefit Fixed Rate Account. However, it is possible that, due to the investment performance of your allocations in the Benefit Fixed Rate Account and your allocations in the Permitted Sub-accounts you have selected, your Contract Value could be more than 90% invested in the Benefit Fixed Rate Account.

If you make additional purchase payments to your Contract while the 90% cap is in effect, the formula will not transfer any of such additional purchase payments to the Benefit Fixed Rate Account at least until there is first a transfer out of the Benefit Fixed Rate Account, regardless of how much of your Contract Value is in the Permitted Sub-accounts. This means that there could be scenarios under which, because of the additional purchase payments you make, less than 90% of your entire Contract Value is allocated to the Benefit Fixed Rate Account, and the formula will still not transfer any of your Contract Value to the Benefit Fixed Rate Account (at least until there is first a transfer out of the Benefit Fixed Rate Account). For example:

. March 19, 2009 - a transfer is made to the Benefit Fixed Rate Account that results in the 90% cap being met and now \$90,000 is allocated to the Benefit Fixed Rate Account and \$10,000 is allocated to the Permitted Sub-accounts.

. March 20, 2009 - you make an additional purchase payment of \$10,000. No transfers have been made from the Benefit Fixed Rate Account to the Permitted Sub-accounts since the cap went into effect on March 19, 2009.

. As of March 20, 2009 (and at least until first a transfer is made out of the Benefit Fixed Rate Account under the formula) - the \$10,000 payment is allocated to the Permitted Sub-accounts and now you have 82% in the Benefit Fixed Rate Account and 18% in the Permitted Sub-accounts (such that \$20,000 is allocated to the Permitted Sub-accounts and \$90,000 is allocated to the Benefit Fixed Rate Account).

. Once there is a transfer out of the Benefit Fixed Rate Account (of any amount), the formula will operate as described above, meaning that the formula could transfer amounts to or from the Benefit Fixed Rate Account if dictated by the formula (subject to the 90% cap).

Under the operation of the formula, the 90% cap may come into existence and may be removed multiple times while you participate in the benefit. We will continue to monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the Benefit Fixed Rate Account as dictated by the mathematical formula. Once you elect this feature, the new transfer formula described above and set forth below will be the asset transfer formula for your Contract.

In the event that more than ninety percent (90%) of your Contract Value is allocated to the Benefit Fixed Rate Account and you have elected this feature, up to ten percent (10%) of your Contract Value currently allocated to the Benefit Fixed Rate Account will be transferred to your Permitted Sub-accounts, such that after the transfer, 90% of your Contract Value on the date of the transfer is in the Benefit Fixed Rate Account. The transfer to the Permitted Sub-accounts will be based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the Benefit Fixed Rate Account will be withdrawn for this purpose on a last-in, first-out basis (an amount renewed into a new guarantee period under the Benefit Fixed Rate Account will be deemed a new investment for purposes of this last-in, first- out rule). It is possible that additional transfers might occur after this initial transfer if dictated by the formula. The amounts of such additional transfer(s) will vary.

Once the 90% cap rule is met, future transfers into the Benefit Fixed Rate Account will not be made (regardless of the performance of the Benefit Fixed Rate Account and the Permitted Sub-accounts) at least until there is first a transfer out of the Benefit Fixed Rate Account. Once this transfer occurs out of the Benefit Fixed Rate Account, future amounts may be transferred to or from the Benefit Fixed Rate Account if dictated by the formula (subject to the 90% cap).

Important Considerations When Electing this Feature:

- . At any given time, some, most or none of your Contract Value may be allocated to the Benefit Fixed Rate Account.
- . Please be aware that because of the way the new 90% cap asset transfer formula operates, it is possible that more than or less than 90% of your Contract Value may be allocated to the Benefit Fixed Rate Account.
- . Because the charge for Highest Daily Lifetime Five is assessed against the average daily net assets of the Sub-accounts, that charge will be assessed against all assets transferred into the Permitted Sub-accounts.
- . If this feature is elected, any Contract Value transferred to the Permitted Sub-accounts is subject to the investment performance of those Sub-accounts. Your Contract Value can go up or down depending of the performance of the Permitted Sub-accounts you select.

ASSET TRANSFER FORMULA FOR CONTRACTS WITH 90% CAP FEATURE

The "Terms and Definitions referenced in this Calculation Formula" and the "Target Value Calculation" provided below remain unchanged and are included herein for ease of reference.

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULA:

- . $C_{u,t}$ - the upper target is established on the effective date of the Highest Daily Lifetime Five benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.
- . $C_{t,t}$ - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.
- . $C_{l,t}$ - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 77%.
- . L - the target value as of the current Business Day.
- . r - the target ratio.
- . a - the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee. The factors that we use currently are derived from the a2000 Individual Annuity Mortality Table with an assumed interest rate of 3%. Each number in the table "a" factors (which appears on page C-3 in your prospectus) represents a factor, which when multiplied by the Highest Daily Annual Income Amount, projects our total liability for the purpose of asset transfers under the guarantee.
- . Q - age based factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee. The factor is currently set equal to 1.
- . V - the total value of all Permitted Sub-accounts in the Contract.
- . F - the total value of all Benefit Fixed Rate Account allocations.
- . I - the income value prior to the first withdrawal. The income value is equal to what the Highest Daily Annual Income Amount would be if the first withdrawal were taken on the date of calculation. After the first withdrawal the income value equals the greater of the Highest Daily Annual Income Amount, the quarterly step-up amount times the annual income percentage, and the Contract Value times the annual income percentage.
- . T - the amount of a transfer into or out of the Benefit Fixed Rate Account.
- . I% - annual income amount percentage. This factor is established on the Effective Date and is not changed for the life of the guarantee. Currently, this percentage is equal to 5%.

TARGET VALUE CALCULATION:

On each Business Day, a target value (L) is calculated, according to the following formula. If the variable Contract Value (V) is equal to zero, no calculation is necessary.

$$L = I * Q * a$$

If you elect this feature, the following replaces the "Transfer Calculation" section in Appendix C (on page C-1 of your prospectus).

28

Transfer Calculation:

The following formula, which is set on the effective date of this feature and is not changed for the life of the guarantee, determines when a transfer is required: On the effective date of this feature (and only on the effective date of this feature), the following asset transfer calculation is performed to determine the amount of Contract Value allocated to the Benefit Fixed Rate Account:

$$\text{If } (F / (V + F)) \text{ (greater than) } .90 \text{ then} \\ T = F - (V + F) * .90$$

If T is greater than \$0 as described above, then no additional transfer calculations are performed on the effective date.

On each Business Day thereafter (including the effective date of this feature provided $F / (V + F)$ (less than) $= .90$), the following asset transfer calculation is performed

$$\text{Target Ratio } r = (L - F) / V.$$

. If r (greater than) $C \backslash \backslash \backslash$, assets in the Permitted Sub-accounts are transferred to the Benefit Fixed Rate Account (subject to the 90% cap rule described above).

. If r (less than) $C \backslash \backslash \backslash$ and there are currently assets in the Benefit Fixed Rate Account (F (greater than) 0), assets in the Benefit Fixed Rate Account are transferred to the Permitted Sub-accounts.

The following formula, which is set on the effective date of this feature and is not changed for the life of the guarantee, determines the transfer amount:

$T = \frac{\text{Min}(\text{MAX}(0, (0.90 * (V + F)) - F), [L - F - V * C\%t\%])}{(1 - C\%t\%)}$ Money is transferred from the elected Permitted Sub-accounts to Benefit Fixed Rate Account

$T = \frac{\text{Min}(F, -[L - F - V * C\%t\%])}{(1 - C\%t\%)}$ Money is transferred from the Benefit Fixed Rate Account to the Permitted Sub-accounts.

2. In the section entitled "What Are Lifetime Withdrawal Benefits" - Highest Daily Lifetime Seven/(SM)/ Income Benefit and Spousal Highest Daily Lifetime Seven/(SM)/ Income Benefit", we add and amend certain information contained in that section of the prospectus (pages 69 and 75 of PL SPAO 3, pages 63 and 69 of PLNJ SPAO 3, pages 69 and 76 of Flexelite, pages 70 and 77 of PL SPAO Plus 3 and pages 65 and 71 of PLNJ SPAO Plus 3 as follows:

OPTIONAL FEATURE FOR HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT AND SPOUSAL

HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT

If you currently own a Contract and have elected, as of the date of this Supplement, the Highest Daily Lifetime Seven Income Benefit or Spousal Highest Daily Lifetime Seven Income Benefit, you can elect this feature which utilizes a new asset transfer formula. The new formula is described below and will replace the "Transfer Calculation" portion of the asset transfer formula currently used in connection with your benefit on a prospective basis. This election may only be made once and may not be revoked once elected. The new asset transfer formula is added to Appendix D in your prospectus (on page D-1) and is provided below.

Under the new formula, the formula will not execute a transfer to the AST Investment Grade Bond Sub-account that results in more than 90% of your Contract Value being allocated to the AST Investment Grade Bond Sub-account ("90% cap" or "90% cap rule"). Thus, on any Business Day, if the formula would require a transfer to the AST Investment Grade Bond Sub-account that would result in more than 90% of the Contract Value being allocated to the AST Investment Grade Bond Sub-account, only the amount that results in exactly 90% of the Contract Value being allocated to the AST Investment Grade Bond Sub-account will be transferred. Additionally, future transfers into the AST Investment Grade Bond Sub-account will not be made (regardless of the performance of the AST Investment Grade Bond Sub-account and the Permitted Sub-accounts) at least until there is first a transfer out of the AST Investment Grade Bond Sub-account. Once this transfer occurs out of the AST Investment Grade Bond Sub-account, future amounts may be transferred to or from the AST Investment Grade Bond Sub-account if dictated by the formula (subject to the 90% cap). At no time will the formula make a transfer to the AST Investment Grade Bond Sub-account that results in greater than 90% of your Contract Value being allocated to the AST Investment Grade Bond Sub-account. However, it is possible that, due to the investment performance of your allocations in the AST Investment Grade Bond Sub-account and your allocations in the Permitted Sub-accounts you have selected, your Contract Value could be more than 90% invested in the AST Investment Grade Bond Sub-account.

If you make additional purchase payments to your Contract while the 90% cap is in effect, the formula will not transfer any of such additional purchase payments to the AST Investment Grade Bond Sub-account at least until there is first a transfer out of the AST Investment Grade Bond Sub-account, regardless of how much of your Contract Value is in the Permitted Sub-accounts. This means that there could be scenarios under which, because of the additional purchase payments you make, less than 90% of your entire Contract Value is allocated to the AST Investment Grade Bond Sub-account, and the formula will still not transfer any of your Contract Value to the AST Investment Grade Bond Sub-account (at least until there is first a transfer out of the AST Investment Grade Bond Sub-account). For example,

. March 19, 2009 - a transfer is made that results in the 90% cap being met and now \$90,000 is allocated to the AST Investment Grade Bond Sub-account and \$10,000 is allocated to the Permitted Sub-accounts.

. March 20, 2009 - you make an additional purchase payment of \$10,000. No transfers have been made from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts since the cap went into effect on March 19, 2009.

. As of March 20, 2009 (and at least until first a transfer is made out of the AST Investment Grade Bond Sub-account under the formula) - the \$10,000 payment is allocated to the Permitted Sub-accounts and now you have 82% in the AST Investment Grade Bond Sub-account and 18%

in the Permitted Sub-accounts (such that \$20,000 is allocated to the Permitted Sub-accounts and \$90,000 is allocated to the AST Investment Grade Bond Sub-account).

. Once there is a transfer out of the AST Investment Grade Bond Sub-account (of any amount), the formula will operate as described above, meaning that the formula could transfer amounts to or from the AST Investment Grade Bond Sub-account if dictated by the formula (subject to the 90% cap).

Under the operation of the formula, the 90% cap may come into existence and may be removed multiple times while you participate in the benefit. We will continue to monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account as dictated by the mathematical formula. Once you elect this feature, the new transfer formula described above and set forth below will be the asset transfer formula for your Contract.

In the event that more than ninety percent (90%) of your Contract Value is allocated to the AST Investment Grade Bond Sub-account and you have elected this feature, up to ten percent (10%) of your Contract Value currently allocated to the AST Investment Grade Bond Sub-account will be transferred to your Permitted Sub-accounts, such that after the transfer, 90% of your Contract Value on the date of the transfer is in the AST Investment Grade Bond Sub-account. The transfer to the Permitted Sub-accounts will be based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). It is possible that additional transfers might occur after this initial transfer if dictated by the formula. The amounts of such additional transfer(s) will vary. If on the date this feature is elected 100% of your Contract Value is allocated to the AST Investment Grade Bond Sub-account, a transfer of an amount equal to 10% of your Contract Value will be made to your Permitted Sub-accounts. It is possible that an additional transfer to the Permitted Sub-accounts could occur the following Business Day, and in some instances (based on the formula) this additional transfer could be large.

Once the 90% cap rule is met, future transfers into the AST Investment Grade Bond Sub-account will not be made (regardless of the performance of the AST Investment Grade Bond Sub-account and the Permitted Sub-accounts) at least until there is first a transfer out of the AST Investment Grade Bond Sub-account. Once this transfer occurs out of the AST Investment Grade Bond Sub-account, future amounts may be transferred to or from the AST Investment Grade Bond Sub-account if dictated by the formula (subject to the 90% cap).

Important Considerations When Electing this Feature:

. At any given time, some, most or none of your Contract Value may be allocated to the AST Investment Grade Bond Sub-account.

. Please be aware that because of the way the new 90% cap asset transfer formula operates, it is possible that more than or less than 90% of your Contract Value may be allocated to the AST Investment Grade Bond Sub-account.

. If this feature is elected, any Contract Value transferred to the Permitted Sub-accounts is subject to the investment performance of those Sub-accounts. Your Contract Value can go up or down depending of the performance of the Permitted Sub-accounts you select.

ASSET TRANSFER FORMULA FOR CONTRACTS WITH 90% CAP FEATURE

Transfer Calculation if you elected Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven on or after July 21, 2008:

The "Terms and Definitions referenced in the Calculation Formula" and the "Target Value Calculation" provided below remain unchanged and are included herein for ease of reference.

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULA:

. C\\u\\ - the upper target is established on the effective date of the Highest Daily Lifetime Seven benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.

. $C_{t\backslash}$ - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.

. $C_{\backslash\backslash}$ - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 77%.

. L - the target value as of the current Business Day.

. r - the target ratio.

. a - factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee (see page D-1 of your prospectus for the "a" factors)

. $V_{V\backslash}$ - the total value of all Permitted Sub-accounts in the Contract.

. $V_{F\backslash}$ - the total value of all elected Fixed Rate Options in the Contract.

. B - the total value of the AST Investment Grade Bond Portfolio Sub-account.

. P - Income Basis. Prior to the first withdrawal, the Income Basis is the Protected Withdrawal Value calculated as if the first withdrawal were taken on the date of calculation. After the first withdrawal, the Income Basis is equal to the greater of (1) the Protected Withdrawal Value at the time of the first withdrawal, adjusted for additional purchase payments including the amount of any associated Credits, and adjusted proportionally for excess withdrawals*, (2) any highest quarterly value increased for additional purchase payments including the amount of any associated Credits, and adjusted for withdrawals, and (3) the Contract Value.

. T - the amount of a transfer into or out of the AST Investment Grade Bond Portfolio Sub-account.

* Note: withdrawals of less than the Annual Income Amount do not reduce the Income Basis.

TARGET VALUE CALCULATION:

On each Business Day, a target value (L) is calculated, according to the following formula. If the Contract Value ($V_{V\backslash} + V_{F\backslash}$) is equal to zero, no calculation is necessary.

$$L = 0.05 * P * a$$

If you elect this feature, the following replaces the "Transfer Calculation" section in Appendix D (page D-1) of your prospectus.

The following formula, which is set on the effective date of this feature and is not changed for the life of the guarantee, determines when a transfer is required:

On the effective date of this feature (and only on the effective date of this feature), the following asset transfer calculation is performed to determine the amount of Contract Value allocated to the AST Investment Grade Bond sub-account:

$$T = \begin{cases} B / (V_{V\backslash} + V_{F\backslash} + B) & \text{(greater than) } .90 \text{ then} \\ B - [(V_{V\backslash} + V_{F\backslash} + B) * .90] & \end{cases}$$

If T is greater than \$0 as described above, then no additional transfer calculations are performed on the effective date and future transfers to the AST Investment Grade Bond Sub-account will not occur at least until there is first a transfer out of the AST Investment Grade Bond Sub-account.

On each Business Day thereafter (including the effective date of this feature provided $B / (V_{V\backslash} + V_{F\backslash} + B)$ (less than) $\neq .90$), the following asset transfer calculation is performed

$$\text{Target Ratio } r = (L - B) / (V_{V\backslash} + V_{F\backslash}).$$

. If r (greater than) $C_{u\backslash}$, assets in the Permitted Sub-accounts are transferred to the AST Investment Grade Bond Portfolio Sub-account (subject to the 90% cap rule described above).

. If r (less than) $C_{u|}$, and there are currently assets in the AST Investment Grade Bond Portfolio Sub-account (B (greater than) 0), assets in the AST Investment Grade Bond Portfolio Sub-account are transferred to the Permitted Sub-accounts according to most recent allocation instructions.

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \begin{aligned} & \text{Min} (\text{MAX}(0, (0.90 * (V_{v|} + V_{f|} + B)) - B), \\ & [L - B - (V_{v|} + V_{f|}) * C_{t|}] / (1 - C_{t|})) \end{aligned} \quad \begin{array}{l} \text{Money is transferred from the elected} \\ \text{Sub-accounts to the AST Investment Grade Bond} \\ \text{Sub-account} \end{array}$$
$$T = \begin{aligned} & \text{Min} (B, - [L - B - (V_{v|} + V_{f|}) * C_{t|}] / (1 - C_{t|})) \end{aligned} \quad \begin{array}{l} \text{Money is transferred from the AST Investment} \\ \text{Grade Sub-account to the elected Sub-accounts} \end{array}$$

Transfer Calculation if you elected Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven prior to July 21, 2008:

The "Terms and Definitions referenced in the Calculation Formula" and the "Target Value Calculation" provided above remain unchanged and are included herein for ease of reference.

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULA:

. $C_{u|}$ - the upper target is established on the effective date of the Highest Daily Lifetime Seven benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.

. $C_{t|}$ - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.

. $C_{l|}$ - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 77%.

. L - the target value as of the current Business Day.

. r - the target ratio.

. a - factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee (see Appendix D of your prospectus for the "a" factors)

. V - the total value of all Permitted Sub-accounts in the contract.

. B - the total value of the AST Investment Grade Bond Portfolio Sub-account.

. P - Income Basis. Prior to the first withdrawal, the Income Basis is the Protected Withdrawal Value calculated as if the first withdrawal were taken on the date of calculation. After the first withdrawal, the Income Basis is equal to the greater of (1) the Protected Withdrawal Value at the time of the first withdrawal, adjusted for additional purchase payments including the amount of any associated Credits, and adjusted proportionally for excess withdrawals*, (2) any highest quarterly value increased for additional purchase payments including the amount of any associated Credits, and adjusted for withdrawals, and (3) the Contract Value.

. T - the amount of a transfer into or out of the AST Investment Grade Bond Portfolio Sub-account

* Note: withdrawals of less than the Annual Income Amount do not reduce the Income Basis.

TARGET VALUE CALCULATION:

On each Business Day, a target value (L) is calculated, according to the following formula. If the variable contract value (V) is equal to zero, no calculation is necessary.

$$L = 0.05 * P * a$$

If you elect this feature, the following replaces the "Transfer Calculation" section in Appendix D (page D-1) of your Contract prospectus.

The following formula, which is set on the effective date of this feature and is not changed for the life of the guarantee, determines when a transfer is required:

On the effective date of this feature (and only on the effective date of this feature), the following asset transfer calculation is performed to determine the amount of Contract Value allocated to the AST Investment Grade Bond Sub-account:

$$\text{If } (B / (V + B)) \text{ (greater than) } .90 \text{ then} \\ T = B - [(V + B) * .90]$$

If T is greater than \$0 as described above, then no additional transfer calculations are performed on the effective date.

On each Business Day thereafter (including the effective date of this feature provided $B/(V+B)$ (less than) $\neq .90$), the following asset transfer calculation is performed

$$\text{Target Ratio } r = (L - B) / V.$$

. If r (greater than) C_{all} , assets in the Permitted Sub-accounts are transferred to AST Investment Grade Bond Sub-account.

. If r (less than) C_{all} and there are currently assets in the AST Investment Grade Bond Sub-account (F (greater than) 0), assets in the AST Investment Grade Bond Sub-account are transferred to the Permitted Sub-accounts.

The following formula, which is set on the Effective Date of this feature and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \text{Min}(\text{MAX}(0, (0.90 * (V + B)) - B), [L - B - V * C_{\text{all}}] / (1 - C_{\text{all}}))$$

Money is transferred from the elected Permitted Sub-accounts to AST Investment Grade Bond Sub-Account

$$T = \{ \text{Min}(B, - [L - B - V * C_{\text{all}}] / (1 - C_{\text{all}})) \}$$

Money is transferred from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts.

OTHER INFORMATION

Discontinuance of Certain Optional Living Benefits.

1. As of the date of this supplement and subject to regulatory approval of Highest Daily Lifetime 7 Plus Income Benefit or Spousal Highest Daily Lifetime 7 Plus Income Benefit in your state, you may no longer elect the following income benefits: Highest Daily Lifetime Seven Income Benefit, and Spousal Highest Daily Lifetime Seven Income Benefit. In addition, as of the date of this supplement, you may no longer elect the Guaranteed Minimum Income Benefit (GMIB). Check with your financial professional regarding availability of these benefits in your state.

2. We add the following paragraph to page 97 of PL SPAO 3, page 89 of PLNJ SPAO 3, page 97 of Flexelite, page 98 of PL SPAO Plus 3 and page 91 of PLNJ SPAO Plus 3 of the prospectus section "Tax Considerations - Types of Tax-favored Plans" Caution: Recent IRS regulations may affect the taxation of 403(b) tax deferred annuity contract exchanges that occur after September 24, 2007.

Certain transactions, often called "Revenue Ruling 90-24" exchanges or transfers, are a common non-taxable method to exchange one tax deferred annuity contract for another. The IRS has issued regulations that may impose restrictions on your ability make such an exchange. The regulations are generally effective in 2009 but there is great uncertainty about their application to contract exchanges that take place during the period following September 24, 2007 and before January 1, 2009 (the "gap period"). Because of this uncertainty, it is possible that an exchange that takes place during the gap period may cause you to incur taxation on the value of the contract. But it is also possible that such an exchange will not have adverse tax consequences. We have asked the IRS to provide more guidance on this critical issue. In the meantime, before you request an exchange during the gap period you should consult with your tax advisor. We began accepting such transfers on or about November 24, 2008 but only if we have entered into an information-sharing agreement, or its functional equivalent, with the applicable employer or its agent. In addition, in order to comply with the regulations, starting on or about January 1, 2009 we will only process certain transactions (e.g, transfers, withdrawals, hardship distributions and, if applicable, loans) with employer approval. This means that if you request one of these transactions we will not consider your request to be in good order, and will not therefore process the transaction, until we receive the employer's approval in written or electronic form.

3. The following is added to page 85 of PL SPAO 3, page 79 of PLNJ SPAO 3, page 86 of Flexelite, Page 87 of PL SPAO Plus 3 and page 81 of PLNJ SPAO Plus 3 of your prospectus at the end of the section entitled "How Can I Purchase a Strategic Partners Annuity One 3 Contract (PL), How Can I Purchase a Strategic Partners Annuity One 3 Contract (PLNJ)," How Can I Purchase a Strategic Partners FLEXELITE Contract, How Can I Purchase a Strategic Partners Annuity Plus 3 Contract (PL), or How Can I Purchase a Strategic Partners Annuity Plus 3 Contract (PLNJ)

"Beneficiary" Annuity

You may purchase an Contract if you are a beneficiary of a contract that was owned by a decedent, subject to the following requirements. You may transfer the proceeds of the decedent's contract into a Contract described in the prospectus and continue receiving the distributions that are required by the tax laws. This transfer option is only available for purchase of an IRA, Roth IRA, or a non-qualified contract, for distributions based on lives age 70 or under. This transfer option is also not available if the proceeds are being transferred from a contract issued by us or one of our affiliates and the contract offers a "Beneficiary Continuation Option".

Upon purchase, the Contract will be issued in the name of the decedent for your benefit. We will calculate your required distributions based on the applicable life expectancy in the year of the decedent's death, using Table 1 in IRS Publication 590. You must take distributions at least annually. For IRAs and Roth IRAs, distributions must begin by December 31 of the year following the year of the decedent's death. If you are the surviving spouse beneficiary, distributions may be deferred until the decedent would have attained age 70 1/2, however if you choose to defer distributions, you are responsible for complying with the distribution requirements under the Code, and you must notify us when you would like distributions to begin. For additional information regarding the tax considerations applicable to beneficiaries of an IRA or Roth IRA, see "Required Distributions Upon Your Death for Qualified Annuity Contracts" in the Tax Considerations section of your prospectus.

For non-qualified Contracts, distributions must begin within one year of the decedent's death. For additional information regarding the tax considerations applicable to beneficiaries of a non-qualified Contract see "Required Distributions Upon Your Death for Nonqualified Contract Contracts" in the Tax Consideration section of your prospectus.

You may choose to take more than your required distribution. You may take withdrawals in excess of your required distributions, however your withdrawal may be subject to the Contingent Deferred Sales Charge. Any withdrawals reduce the required distribution for the year. All applicable charges will be assessed against your Contract, such as the Insurance Charge and the Annual Maintenance Fee.

The Contract may provide a basic Death Benefit upon death, and you may name a "successor" who may either receive the Death Benefit as a lump sum or continue receiving distributions after your death under the Beneficiary Continuation Option.

Please note the following additional limitations:

. No additional Purchase Payments are permitted. You may only make a one-time initial Purchase Payment transferred to us directly from another contract or eligible account. You may not make your Purchase Payment as an indirect rollover.

. You may not elect any optional living or death benefits.

. You may not annuitize the Contract; no contract options are available.

. You may participate only in the following programs: Auto-Rebalancing, Dollar Cost Averaging (but not Enhanced Dollar Cost Averaging), and Systematic Withdrawals.

. You may not assign or change ownership of the Contract, and you may not change or designate another life upon which distributions are based. A "beneficiary annuity" may not be co-owned.

. If the Contract is funded by means of transfer from another "beneficiary annuity" with another company, we require that the sending company or the beneficial owner provide certain information in order to ensure that applicable required distributions have been made prior to the transfer of the contract proceeds to us. We further require appropriate information to enable us to accurately determine future distributions from the Contract. Please note we are unable to accept a transfer of another "beneficiary annuity" where taxes are calculated based on an exclusion amount or an exclusion ratio of earnings to original investment. We are also unable to accept a transfer of a contract that has annuitized.

. The beneficial owner of the Contract can be an individual, grantor trust, or, for an IRA or Roth IRA, a qualified trust. In general, a qualified trust (1) must be valid under state law; (2) must be irrevocable or became irrevocable by its terms upon the death of the IRA or Roth IRA owner; and (3) the beneficiaries of the trust who are beneficiaries with respect to the trust's interest in this Contract must be identifiable from the trust instrument and must be individuals. A qualified trust must provide us with a list of all beneficiaries to the trust (including contingent and remainder beneficiaries with a description of the conditions on their entitlement), all of whom must be individuals, as of September 30/th/ of the year following the year of death of the IRA or Roth IRA owner, or date of Contract application if later. The trustee must also provide a copy of the trust document upon request. If the beneficial owner of the Contract is a grantor trust, distributions must be based on the life expectancy of the grantor. If the beneficial owner of the Contract is a qualified trust, distributions must be based on the life expectancy of the oldest beneficiary under the trust.

. If this Beneficiary Contract is transferred to another company as a tax-free exchange with the intention of qualifying as a beneficiary annuity with the receiving company, we may require certifications from the receiving company that required distributions will be made as required by law.

. If you are transferring proceeds as beneficiary of an annuity that is owned by a decedent, we must receive your transfer request at least 45 days prior to your first required distribution. If, for any reason, your transfer request impedes our ability to complete your first distribution by the required date, we will be unable to accept your transfer request.

4. We replace the section of the prospectus (page 67 of PL SPAO 3, page 61 of PLNJ SPAO 3, page 67 of Flexelite, page 69 of PL SPAO Plus 3 and page 58 of PLNJ SPAO Plus 3) entitled "Asset Transfer Component of Highest Daily Lifetime Five" with the following:

Asset Transfer Component of Highest Daily Lifetime Five As indicated above, we limit the sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Five. For purposes of this benefit, we refer to those permitted sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Highest Daily Lifetime Five, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a fixed interest rate account that is part of our general account (the "Benefit Fixed Rate Account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The Benefit Fixed Rate Account is available only with this benefit, and you may not allocate Purchase Payments or transfer Contract Value to or from the Benefit Fixed Rate Account. The interest rate that we pay with respect to the Benefit Fixed Rate Account is reduced by an amount that corresponds generally to the charge that we assess against your variable Sub-accounts for Highest Daily Lifetime Five. The Benefit Fixed Rate Account is not subject to the Investment Company Act of 1940 or the Securities Act of 1933.

Under the asset transfer component of Highest Daily Lifetime Five, we monitor your Contract Value daily and, if necessary, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the Benefit Fixed Rate Account. Any transfer would be made in accordance with a formula, which is set forth in the schedule supplement to the endorsement for this benefit (and also appears in the Appendices to the prospectus). Speaking generally, the formula, which we apply each Business Day, operates as follows. The formula starts by identifying your Protected Withdrawal Value for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) Highest Daily Annual Income Amount. Then, using our actuarial tables, we produce an estimate of the total amount we would target in our allocation model, based on the projected Highest Daily Annual Income Amount each year for the rest of your life. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected Highest Daily Annual Income Amount (and thus your Target Value) would take into account any automatic step-up that was scheduled to occur according to the step-up formula described above. Next, the formula subtracts from the Target Value the amount held within the Benefit Fixed Rate Account on that day, and divides that difference by

the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the Benefit Fixed Rate Account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%) it means essentially that not enough Target Value is offset by assets within the Benefit Fixed Rate Account, and therefore we will transfer an amount from your Permitted Sub-accounts to the Benefit Fixed Rate Account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the Benefit Fixed Rate Account to the Permitted Sub-accounts would occur. Note that the formula is calculated with reference to the Highest Daily Annual Income Amount, rather than with reference to the Annual Income Amount. If you elect the new asset transfer formula calculation offered in this supplement, see the discussion above regarding the 90% cap rule.

As you can glean from the formula, poor investment performance of your Contract Value may result in a transfer of a portion of your variable Contract Value to the Benefit Fixed Rate Account, because such poor investment performance will tend to increase the Target Ratio. Moreover, "flat" investment returns of your Contract Value over a period of time also could result in the transfer of your Contract Value to the Benefit Fixed Rate Account. Because the amount allocated to the Benefit Fixed Rate Account and the amount allocated to the Permitted Sub-accounts each is a variable in the formula, the investment performance of each affects whether a transfer occurs for your Contract. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the Benefit Fixed Rate Account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime Five, the ratios we use will be fixed. For newly issued annuities that elect Highest Daily Lifetime Five and existing annuities that elect Highest Daily Lifetime Five, however, we reserve the right to change the ratios.

While you are not notified when your Contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the Benefit Fixed Rate Account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Five.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

- . Not make any transfer between the Permitted Sub-accounts and the Benefit Fixed Rate Account; or
- . If a portion of your Contract Value was previously allocated to the Benefit Fixed Rate Account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the Benefit Fixed Rate Account will be withdrawn for this purpose on a last-in, first-out basis (an amount renewed into a new guarantee period under the Benefit Fixed Rate Account will be deemed a new investment for purposes of this last-in, first-out rule); or
- . Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the Benefit Fixed Rate Account. The interest that you earn on such transferred amount will be equal to the annual rate that we have set for that day, and we will credit the daily equivalent of that annual interest until the earlier of one year from the date of the transfer or the date that such amount in the Benefit Fixed Rate Account is transferred back to the Permitted Sub-accounts.

Therefore, at any given time, some, none, or all of your Contract Value may be allocated to the Benefit Fixed Rate Account. If your entire Contract Value is transferred to the Benefit Fixed Rate Account, then based on the way the formula operates, the formula will not transfer amounts out of the Benefit Fixed Rate Account to the Permitted Sub-accounts and the entire Contract Value would remain in the Benefit Rate Fixed Account. If you make additional Purchase Payments to your Contract, they will be allocated to the Sub-accounts according to your allocation instructions. Such additional Purchase Payments may or may not cause the formula to transfer money in or out of the Benefit Fixed Rate Account. Once the Purchase Payments are allocated to your Contract, they will also be subject to the mathematical formula, which may result in immediate transfers to or from the Benefit Fixed Rate Account, if dictated by the formula. The amounts of any such transfers will vary, as dictated by the formula, and will depend on the factors listed below.

The amount that is transferred to and from the Benefit Fixed Rate Account pursuant to the mathematical formula depends upon a number of factors unique to your Contract (and is not necessarily directly correlated with the securities markets, bond markets, or interest rates, in general) including:

- . How long you have owned Highest Daily Lifetime Five;
 - . The performance of the Permitted Sub-accounts you have chosen;
 - . The performance of the Benefit Fixed Rate Account (i.e., the amount of interest credited to the Benefit Fixed Rate Account);
 - . The amount allocated to each of the Permitted Sub-accounts you have chosen;
 - . The amount allocated to the Benefit Fixed Rate Account;
 - . Additional Purchase Payments, if any, you make to your Contract;
 - . Withdrawals, if any, you take from your Contract (withdrawals are taken pro rata from your Contract Value).
-

Any Contract Value in the Benefit Fixed Rate Account will not be available to participate in the investment experience of the Permitted Sub-accounts if there is a recovery until it is moved out of the Benefit Fixed Rate Account.

The more of your Contract Value allocated to the Benefit Fixed Rate Account under the formula, the greater the impact of the performance of the Benefit Fixed Rate Account in determining whether (and how much) of your Contract Value is transferred back to the Permitted Sub-accounts. Further, it is possible under the formula, that if a significant portion your Contract Value is allocated to the Benefit Fixed Rate Account and that Account has good performance but the performance of your Permitted Sub-accounts is negative, that the formula might transfer your Contract Value to the Permitted Sub-accounts. Thus, the converse is true too (the more you have allocated to the Permitted Sub-accounts, the greater the impact of the performance of those Sub-accounts will have on any transfer to the Benefit Fixed Rate Account).

5. We replace the sections of the prospectus (page 74 and 81 for PL SPAO 3, page 68 and 75 for PLNJ SPAO 3, page 74 and 81 for Flexelite, page 76 and 83 for PL SPAO Plus 3 and 70 and 77 for PLNJ SPAO Plus 3) entitled "Asset Transfer Component of Highest Daily Lifetime Seven" and "Asset Transfer Component of Spousal Highest Daily Lifetime Seven" (as applicable) with the following:

Asset Transfer Component of Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven

As indicated above, we limit the Sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven. For purposes of the benefit, we refer to those permitted Sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a specified bond fund within the Advanced Series Trust (the "AST Investment Grade Bond Sub-account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary mathematical formula, discussed below. The AST Investment Grade Bond Sub-account is available only with this benefit, and you may not allocate Purchase Payments to or transfer Contract Value to or from the AST Investment Grade Bond Sub-account. Under the asset transfer component of Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven, we monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account. Any transfer would be made in accordance with a formula, which is set forth in the Appendices to this prospectus.

Speaking generally, the formula, which we apply each Business Day, operates as follows. The formula starts by identifying an income basis for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) income amount. Note that we use 5% in the formula, irrespective of the Annuitant's attained age. Then we produce an estimate of the total amount we would target in our allocation model, based on the projected income amount and factors set forth in the formula. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected income amount (and thus your Target Value) would take into account any automatic step-up, any subsequent purchase payments, and any excess withdrawals. Next, the formula subtracts from the Target Value the amount held within the AST Investment Grade Bond Sub-account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the AST Investment Grade Bond Sub-account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it means essentially that not enough Target Value is offset by assets within the AST Investment Grade Bond Sub-account, and therefore we will transfer an amount from your Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts would occur. If you elect the new asset transfer formula calculation offered in this supplement, see the discussion above regarding the 90% cap rule.

As you can glean from the formula, poor investment performance of your Contract Value may result in a transfer of a portion of your variable Contract Value to the AST Investment Grade Bond Sub-account because such poor investment performance will tend to increase the Target Ratio.

Moreover, "flat" investment returns of your Contract Value over a period of time also could result in the transfer of your Contract Value from the Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Because the amount allocated to the AST Investment Grade Bond Sub-account and the amount allocated to the Permitted Sub-accounts each is a variable in the formula, the investment performance of each affects whether a transfer occurs for your Contract. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven, the ratios we use will be fixed. For newly-issued Contracts that elect Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven and existing Contracts that elect Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven, however, we reserve the right to change the ratios.

While you are not notified when your Contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the AST Investment Grade Bond Sub-account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

- . Not make any transfer between the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account; or
- . If a portion of your Contract Value was previously allocated to the AST Investment Grade Bond Sub-account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options).; or
- . Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro rata to the AST Investment Grade Bond Sub-account.

Therefore, at any given time, some, none, or all of your Contract Value may be allocated to the AST Investment Grade Bond Sub-account. If your entire Contract Value is transferred to the AST Investment Grade Bond Sub-account, then based on the way the formula operates, the formula will not transfer amounts out of the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts and the entire Contract Value would remain in the AST Investment Grade Bond Sub-account. If you make additional Purchase Payments to your Contract, they will be allocated to the Sub-accounts according to your allocation instructions. Such additional Purchase Payments may or may not cause the formula to transfer money in or out of the AST Investment Grade Bond Sub-account. Once the Purchase Payments are allocated to your Contract, they will also be subject to the mathematical formula, which may result in immediate transfers to or from the AST Investment Grade Bond Sub-accounts, if dictated by the formula. The amounts of any such transfers will vary (and in some instances, the transfers could be large), as dictated by the formula, and will depend on the factors listed below.

The amount that is transferred to and from the AST Investment Grade Bond Sub-account pursuant to the mathematical formula depends upon a number of factors unique to your Contract (and is not necessarily directly correlated with the securities markets, bond markets, or interest rates, in general) including:

- . How long you have owned Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven;
- . The performance of the Permitted Sub-accounts you have chosen;
- . The performance of the AST Investment Grade Bond Sub-account;
- . The amount allocated to each of the Permitted Sub-accounts you have chosen;
- . The amount allocated to the AST Investment Grade Bond Sub-account;
- . Additional Purchase Payments, if any, you make to your Contract;
- . Withdrawals, if any, you take from your Contract (withdrawals are taken pro rata from your Contract Value).

Any Contract Value in the AST Investment Grade Bond Sub-account will not be available to participate in the investment experience of the Permitted Sub-accounts if there is a recovery until it is moved out of the AST Investment Grade Bond Sub-account.

The more of your Contract Value allocated to the AST Investment Grade Bond Sub-account under the formula, the greater the impact of the performance of that Sub-account in determining whether (and how much) of your Contract Value is transferred back to the Permitted Sub-

accounts. Further, it is possible under the formula, that if a significant portion your Contract Value is allocated to the AST Investment Grade Bond Sub-account and that Sub-account has good performance but the performance of your Permitted Sub-accounts is negative, that the formula might transfer your Contract Value to the Permitted Sub-accounts. Thus, the converse is true too (the more you have allocated to the Permitted Sub-accounts, the greater the impact of the performance of those Sub-accounts will have on any transfer to the AST Investment Grade Bond Sub-account).

[LOGO] Prudential
The Prudential Insurance Company of America
751 Broad Street
Newark, NJ 07102-3777

PRSRT STD
U.S. POSTAGE
PAID
LANCASTER, PA
PERMIT NO. 1793

SPVASUP4

PRUCO LIFE INSURANCE COMPANY

Supplement, dated February 11, 2009

To

Prospectus, dated May 1, 2001

This supplement should be read and retained with your current prospectus. If you would like another copy of that prospectus, please call us at 800-752-6342.

Pruco Life Insurance Company ("Pruco") incorporates by reference into the prospectus its latest annual report on Form 10-K filed pursuant to Section 13(a) or Section 15(d) of the Exchange Act since the end of the fiscal year covered by its latest annual report. In addition, all documents subsequently filed by Pruco pursuant to Sections 13(a), 13 (c), 14 or 15(d) of the Exchange Act also are incorporated into the prospectus by reference. Pruco will provide to each person, including any beneficial owner, to whom a prospectus is delivered, a copy of any or

all of the information that has been incorporated by reference into the prospectus but not delivered with the prospectus. Such information will be provided upon written or oral request at no cost to the requester by writing to Prudential Annuities Life Assurance Corporation, One Corporate Drive, Shelton, CT 06484 or by calling 800-752-6342. PLNJ files periodic reports as required under the Securities Exchange Act of 1934. The public may read and copy any materials that Pruco files with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy, and information statements, and other information regarding issuers that file electronically with the SEC (see <http://www.sec.gov>). Our internet address is <http://www.prudentialannuities.com>.

PRUCO LIFE INSURANCE COMPANY

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

Strategic Partners Annuity One 3

Strategic Partners Plus 3

Strategic Partners FlexElite (Pruco Life Insurance Company only)

Supplement, dated January 20, 2009

To

Prospectuses, dated May 1, 2008

This Supplement should be read and retained with the current Prospectus for your contract. This Supplement is intended to update certain information in the Prospectus for the variable contract you own, and is not intended to be a prospectus or offer for any other variable contract listed here that you do not own. If you would like another copy of the current Prospectus, please contact us at 1-888-PRU-2888.

As detailed below, this supplement announces changes to your ability to cancel certain optional living benefits and either re-elect the same benefit or elect another living benefit.

WHEN CONSIDERING CANCELLATION OF AN EXISTING OPTIONAL LIVING BENEFIT WITH OR WITHOUT THE RE-ELECTION OF THE SAME BENEFIT OR ELECTION OF A NEW OPTIONAL LIVING BENEFIT, PLEASE REVIEW THE PROSPECTUS FOR COMPLETE DETAILS AND SPEAK TO YOUR FINANCIAL PROFESSIONAL. AMONG OTHER THINGS, THE NEW BENEFIT MAY BE MORE EXPENSIVE THAN YOUR EXISTING BENEFIT.

A. Lifetime Five - Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Lifetime Five Income Benefit", we replace the last two paragraphs within the sub-section entitled "Election of Lifetime Five" with the following:

We no longer permit elections of Lifetime Five -- whether for those who currently participate in Lifetime Five or for those who are buying a Contract for the first time. If you wish, you may cancel the Lifetime Five benefit. You may then elect Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after you have cancelled the Lifetime Five benefit provided, the request is received in good order (subject to state availability and in accordance with any applicable age requirements). Upon your election of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all, or none of the Contract Value to the AST Investment Grade Bond Portfolio Sub-account under the newly-elected benefit. You should be aware that upon termination of the Lifetime Five benefit, you will lose the Protected Withdrawal Value, Annual Income Amount, and Annual Withdrawal Amount that you had accumulated under the benefit. Thus, the initial guarantees under any newly-elected benefit will be based on your current Account Value. Finally, please note that the fee for the Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven benefits is a percentage of Protected Withdrawal Value. Thus, if Protected Withdrawal Value is larger than Contract Value, the fee will be greater than it would have been had it been based on Contract Value. Once the Lifetime Five benefit is canceled you are not required to re-elect

another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Lifetime Five benefit provided that the benefit you are looking to elect is available on a post- issue basis.

Please refer to your prospectus for allowable ownership designations under the benefit you are electing.

B. Spousal Lifetime Five - Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Spousal Lifetime Five Income Benefit", we replace the last two paragraphs within the sub-section entitled "Election of and Designations of Spousal Lifetime Five" with the following:

We no longer permit elections of Spousal Lifetime Five -- whether for those who currently participate in Spousal Lifetime Five or for those who are buying a Contract for the first time. If you wish, you may cancel the Spousal Lifetime Five benefit. You may then elect Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after have you cancelled the Spousal Lifetime Five benefit, provided the request is received in good order (subject to state availability and any applicable age requirements). Upon your election of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all, or none of the Contract Value to the AST Investment Grade Bond Portfolio Sub-account under the newly-elected benefit. You should be aware that upon termination of the Spousal Lifetime Five benefit, you will lose the Protected Withdrawal Value and Annual Income Amount that you had accumulated under the benefit. Thus, the initial guarantees under any newly-elected benefit will be based on your current Contract Value. Also note that the fee for the Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven benefits is a percentage of Protected Withdrawal Value. Thus, if Protected Withdrawal Value is larger than Contract Value, the fee will be greater than it would have been had it been based on Contract Value. Once the Spousal Lifetime Five benefit is canceled you are not required to re-elect another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Spousal Lifetime Five benefit provided that the benefit you are looking to elect is available on a post- issue basis.

Please refer to your prospectus for allowable ownership designations for the benefit you are electing.

C. Highest Daily Lifetime Five - Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Highest Daily Lifetime Five", we replace the last paragraph in the sub-section entitled "Election of and Designation under the Program" with the following:

We no longer permit elections of Highest Daily Lifetime Five -- whether for those who currently participate in Highest Daily Lifetime Five or for those who are buying a Contract for the first time. If you wish, you may cancel the Highest Daily Lifetime Five benefit. You may then elect Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after you have cancelled the Highest Daily Lifetime Five benefit, provided the request is received in good order (subject to state availability and any applicable age requirements). Upon cancellation of the Highest Daily Lifetime Five benefit, any Contract Value allocated to the Benefit Fixed Rate Account used with the asset transfer formula will be reallocated to the Permitted Sub-Accounts according to your most recent allocation instructions or, in absence of such instructions, pro-rata. Upon your election of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all or none of the Contract Value to the AST Investment Grade Bond Portfolio Sub-account under the newly-elected benefit. You should be aware that upon termination of the Highest Daily Lifetime Five benefit, you will lose the Protected Withdrawal Value and Annual Income Amount that you had accumulated under the benefit, as well as any Enhanced Protected Withdrawal Value and Return of Principal Guarantees (if no withdrawals have been taken). Thus, the initial guarantees under any newly-elected benefit will be based on your current Contract Value. Finally, please note that the fee for the Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven benefits is a percentage of Protected Withdrawal Value. Thus, if Protected Withdrawal Value is larger than Contract Value, the fee will be greater than it would have been had it been based on Contract Value. Once the Highest Daily Lifetime Five benefit is canceled you are not required to re-elect another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Highest Daily Lifetime Five benefit provided that the benefit you are looking to elect is available on a post- issue basis.

Please refer to your prospectus for allowable ownership designations under the benefit you are electing.

D. Highest Daily Lifetime Seven -- Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Highest Daily Lifetime Seven", we replace the last paragraph in the sub-section entitled "Election of and Designations under the Program" with the following:

If you wish, you may cancel the Highest Daily Lifetime Seven benefit. You may then re-elect Highest Daily Lifetime Seven or elect Spousal Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after you have cancelled the Highest Daily Lifetime Seven benefit, provided the request is received in good order (subject to state availability and any applicable age requirements). Upon cancellation of the Highest Daily Lifetime Seven benefit, any Contract Value allocated to the AST Investment Grade Bond Portfolio Sub-account used with the asset transfer formula will be reallocated to the Permitted Sub-Accounts according to your most recent allocation instructions or, in absence of such instructions, pro-rata. Upon your election of either the Highest Daily Lifetime Seven or Spousal Highest

Daily Lifetime Seven benefit, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all or none of the Contract Value to the AST Investment Grade Bond Portfolio Sub-account under the newly-elected benefit. You should be aware that upon termination of Highest Daily Lifetime Seven, you will lose the Protected Withdrawal Value (including the Tenth Anniversary Date Guarantee), Annual Income Amount, and the Return of Principal Guarantee that you had accumulated under the benefit. Thus, the initial guarantees under any newly-elected benefit will be based on your current Contract Value. Once the Highest Daily Lifetime Seven benefit is canceled you are not required to re-elect another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Highest Daily Lifetime Seven benefit provided that the benefit you are looking to elect is available on a post- issue basis.

Please refer to your prospectus for allowable ownership designations under the benefit you are electing.

E. Spousal Highest Daily Lifetime Seven -- Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Spousal Highest Daily Lifetime Seven", we replace the last paragraph in the sub-section entitled "Election of and Designations under the Program" with the following:

If you wish, you may cancel the Spousal Highest Daily Lifetime Seven benefit. You may then re-elect Spousal Highest Daily Lifetime Seven or elect Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after you have cancelled the Spousal Highest Daily Lifetime Seven benefit, provided the request is received in good order (subject to state availability and any applicable age requirements). Upon cancellation of the Spousal Highest Daily Lifetime Seven benefit, any Contract Value allocated to the AST Investment Grade Bond Portfolio Sub-account used with the asset transfer formula will be reallocated to the Permitted Sub-Accounts according to your most recent allocation instruction or in absence of such instruction, pro-rata. Upon your election of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all or, none of the Contract Value to the AST Bond Portfolio Sub-accounts under the newly-elected benefit. You should be aware that upon termination of Spousal Highest Daily Lifetime Seven, you will lose the Protected Withdrawal Value (including the Tenth Anniversary Date Guarantee), Annual Income Amount, and the Return of Principal Guarantee that you had accumulated under the benefit. Thus, the initial guarantees under any newly-elected benefit will be based on your current Contract Value. Once the Spousal Highest Daily Lifetime Seven benefit is canceled you are not required to re-elect another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Spousal Highest Daily Lifetime Seven benefit provided that the benefit you are looking to elect is available on a post- issue basis.

Please refer to your prospectus for allowable ownership designations under the benefit you are electing.

PRUCO LIFE INSURANCE COMPANY

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

Strategic Partners Annuity One 3

Strategic Partners Plus 3

Strategic Partners FlexElite (Pruco Life Insurance Company only)

Supplement, dated December 15, 2008

To

Prospectuses, dated May 1, 2008

This Supplement should be read and retained with the current Prospectus for your contract. This Supplement is intended to update certain information in the Prospectus for the variable contract you own, and is not intended to be a prospectus or offer for any other variable contract listed here that you do not own. If you would like another copy of the current Prospectus, please contact us at 1-888-PRU-2888.

As detailed below, this supplement announces changes to your ability to cancel certain optional living benefits and either re-elect the same benefit or elect another living benefit.

WHEN CONSIDERING CANCELLATION OF AN EXISTING OPTIONAL LIVING BENEFIT WITH OR WITHOUT THE RE-ELECTION OF THE SAME BENEFIT OR ELECTION OF A NEW OPTIONAL LIVING BENEFIT, PLEASE REVIEW THE PROSPECTUS FOR COMPLETE DETAILS AND SPEAK TO YOUR FINANCIAL PROFESSIONAL. AMONG OTHER THINGS, THE NEW BENEFIT MAY BE MORE EXPENSIVE THAN YOUR EXISTING BENEFIT.

A. Lifetime Five - Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Lifetime Five Income Benefit", we replace the last two paragraphs within the sub-section entitled "Election of Lifetime Five" with the following:

We no longer permit elections of Lifetime Five -- whether for those who currently participate in Lifetime Five or for those who are buying a Contract for the first time. If you wish, you may cancel the Lifetime Five benefit. You may then elect Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after you have cancelled the Lifetime Five benefit provided, the request is received in good order (subject to state availability and in accordance with any applicable age requirements). Upon your election of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all, or none of the Contract Value to the AST Investment Grade Bond Portfolio Sub-account under the newly-elected benefit. You should be aware that upon termination of the Lifetime Five benefit, you will lose the Protected Withdrawal Value, Annual Income Amount, and Annual Withdrawal Amount that you had accumulated under the benefit. Thus, the initial guarantees under any newly-elected benefit will be based on your current Account Value. Finally, please note that the fee for the Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven benefits is a percentage of Protected Withdrawal Value. Thus, if Protected Withdrawal Value is larger than Contract Value, the fee will be greater than it would have been had it been based on Contract Value. Once the Lifetime Five benefit is canceled you are not required to re-elect another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Lifetime Five benefit provided that the benefit you are looking to elect is available on a post- issue basis.

Please refer to your prospectus for allowable ownership designations under the benefit you are electing.

B. Spousal Lifetime Five - Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Spousal Lifetime Five Income Benefit", we replace the last two paragraphs within the sub-section entitled "Election of and Designations of Spousal Lifetime Five" with the following:

We no longer permit elections of Spousal Lifetime Five -- whether for those who currently participate in Spousal Lifetime Five or for those who are buying a Contract for the first time. If you wish, you may cancel the Spousal Lifetime Five benefit. You may then elect Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after have you cancelled the Spousal Lifetime Five benefit, provided the request is received in good order (subject to state availability and any applicable age requirements). Upon your election of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all, or none of the Contract Value to the AST Investment Grade Bond Portfolio Sub-account under the newly-elected benefit. You should be aware that upon termination of the Spousal Lifetime Five benefit, you will lose the Protected Withdrawal Value and Annual Income Amount that you had accumulated under the benefit. Thus, the initial guarantees under any newly-elected benefit will be based on your current Contract Value. Also note that the fee for the Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven benefits is a percentage of Protected Withdrawal Value. Thus, if Protected Withdrawal Value is larger than Contract Value, the fee will be greater than it would have been had it been based on Contract Value. Once the Spousal Lifetime Five benefit is canceled you are not required to re-elect another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Spousal Lifetime Five benefit provided that the benefit you are looking to elect is available on a post- issue basis.

Please refer to your prospectus for allowable ownership designations for the benefit you are electing.

C. Highest Daily Lifetime Five - Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Highest Daily Lifetime Five", we replace the last paragraph in the sub-section entitled "Election of and Designation under the Program" with the following:

We no longer permit elections of Highest Daily Lifetime Five -- whether for those who currently participate in Highest Daily Lifetime Five or for those who are buying a Contract for the first time. If you wish, you may cancel the Highest Daily Lifetime Five benefit. You may then elect Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after you have cancelled the Highest Daily Lifetime Five benefit, provided the request is received in good order (subject to state availability and any applicable age requirements). Upon cancellation of the Highest Daily Lifetime Five benefit, any Contract Value allocated to the Benefit Fixed Rate Account used with the asset transfer formula will be reallocated to the Permitted Sub-Accounts according to your most recent

allocation instructions or, in absence of such instructions, pro-rata. Upon your election of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all or none of the Contract Value to the AST Investment Grade Bond Portfolio Sub-account under the newly-elected benefit. You should be aware that upon termination of the Highest Daily Lifetime Five benefit, you will lose the Protected Withdrawal Value and Annual Income Amount that you had accumulated under the benefit, as well as any Enhanced Protected Withdrawal Value and Return of Principal Guarantees (if no withdrawals have been taken). Thus, the initial guarantees under any newly-elected benefit will be based on your current Contract Value. Finally, please note that the fee for the Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven benefits is a percentage of Protected Withdrawal Value. Thus, if Protected Withdrawal Value is larger than Contract Value, the fee will be greater than it would have been had it been based on Contract Value. Once the Highest Daily Lifetime Five benefit is canceled you are not required to re-elect another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Highest Daily Lifetime Five benefit provided that the benefit you are looking to elect is available on a post- issue basis.

Please refer to your prospectus for allowable ownership designations under the benefit you are electing.

D. Highest Daily Lifetime Seven -- Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Highest Daily Lifetime Seven", we replace the last paragraph in the sub-section

entitled "Election of and Designations under the Program" with the following:

If you wish, you may cancel the Highest Daily Lifetime Seven benefit. You may then re-elect Highest Daily Lifetime Seven or elect Spousal Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after you have cancelled the Highest Daily Lifetime Seven benefit, provided the request is received in good order (subject to state availability and any applicable age requirements). Upon cancellation of the Highest Daily Lifetime Seven benefit, any Contract Value allocated to the AST Investment Grade Bond Portfolio Sub-account used with the asset transfer formula will be reallocated to the Permitted Sub-Accounts according to your most recent allocation instructions or, in absence of such instructions, pro-rata. Upon your election of either the Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven benefit, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all or none of the Contract Value to the AST Investment Grade Bond Portfolio Sub-account under the newly-elected benefit. You should be aware that upon termination of Highest Daily Lifetime Seven, you will lose the Protected Withdrawal Value (including the Tenth Anniversary Date Guarantee), Annual Income Amount, and the Return of Principal Guarantee that you had accumulated under the benefit. Thus, the initial guarantees under any newly-elected benefit will be based on your current Contract Value. Once the Highest Daily Lifetime Seven benefit is canceled you are not required to re-elect another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Highest Daily Lifetime Seven benefit provided that the benefit you are looking to elect is available on a post-issue basis.

Please refer to your prospectus for allowable ownership designations under the benefit you are electing.

E. Spousal Highest Daily Lifetime Seven -- Elections of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. Under the section of the prospectus entitled "Spousal Highest Daily Lifetime Seven", we replace the last paragraph in the sub-section entitled "Election of and Designations under the Program" with the following:

If you wish, you may cancel the Spousal Highest Daily Lifetime Seven benefit. You may then re-elect Spousal Highest Daily Lifetime Seven or elect Highest Daily Lifetime Seven (or any other currently available living benefit) on the Business Day after you have cancelled the Spousal Highest Daily Lifetime Seven benefit, provided the request is received in good order (subject to state availability and any applicable age requirements). Upon cancellation of the Spousal Highest Daily Lifetime Seven benefit, any Contract Value allocated to the AST Investment Grade Bond Portfolio Sub-account used with the asset transfer formula will be reallocated to the Permitted Sub-Accounts according to your

most recent allocation instruction or in absence of such instruction, pro-rata. Upon your election of Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven, Contract Value may be transferred between the AST Investment Grade Bond Portfolio Sub-account and the other Sub-accounts according to the formula (See "Asset Transfer Component of Highest Daily Lifetime Seven/ Spousal Highest Daily Lifetime Seven" section for more details). It is possible that over time the formula could transfer some, all or, none of the Contract Value to the AST Bond Portfolio Sub-accounts under the newly-elected benefit. You should be aware that upon termination of Spousal Highest Daily Lifetime Seven, you will lose the Protected Withdrawal Value (including the Tenth Anniversary Date Guarantee), Annual Income Amount, and the Return of Principal Guarantee that you had accumulated under the benefit. Thus, the initial guarantees under any newly-elected benefit will be based on your current Contract Value. Once the Spousal Highest Daily Lifetime Seven benefit is canceled you are not required to re-elect another optional living benefit and any subsequent benefit election may be made on or after the first Business Day following the cancellation of the Spousal Highest Daily Lifetime Seven benefit provided that the benefit you are looking to elect is available on a post- issue basis.

Please refer to your prospectus for allowable ownership designations under the benefit you are electing.

PRUCO LIFE INSURANCE COMPANY
PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

Strategic Partners Annuity One 3

Strategic Partners Plus 3

Strategic Partners FlexElite (Pruco Life Insurance Company only)

Supplement, dated November 24, 2008

To

Prospectuses, dated May 1, 2008

This Supplement should be read and retained with the current Prospectus for your contract. This Supplement is intended to update certain information in the Prospectus for the variable contract you own, and is not intended to be a prospectus or offer for any other variable contract listed here that you do not own. If you would like another copy of the current Prospectus, please contact us at 1-888-PRU-2888.

A. Effective November 24, 2008, two additional sub-advisors are being added to AST Academic Strategies Asset Allocation Portfolio. Accordingly, in the section entitled "What Investment Options Can I Choose?", we add the sub-advisors referenced below to the column entitled "Portfolio Advisor/Sub-Advisor."

First Quadrant L.P. (First Quadrant) and AlphaSimplex Group, LLC (AlphaSimplex) are being added as additional sub-advisors to AST Academic Strategies Asset Allocation Portfolio. The expenses and investment objectives/policies do not change as a result of the addition of the new sub-advisors.

B. Effective on or about December 15, 2008, Eaton Vance LLC will replace J.P. Morgan Investment Management, Inc. as sub-advisor for AST Large-Cap Value Portfolio.

C. Closing of Lifetime Five and Spousal Lifetime Five. Lifetime Five Income Benefit and Spousal Lifetime Five Income Benefit (the "Benefits" and each, a "Benefit") are described in the section of the prospectus entitled "What Are The Lifetime Withdrawal Benefits?". Effective December 8, 2008, we will cease offering the Benefits, for both new contract sales and in-force elections. If you currently participate in either Benefit, this closing does not affect you or the guarantees associated with your Benefit. However, subsequent to the closure, you will no longer be allowed to re-elect either Benefit if you decide to terminate a Benefit. Other living benefits may be available, subject to our election rules. Please refer to your prospectus for further details.

D. Asset Transfer Component of HD5 - Allocation of Contract Value. We replace the section of the prospectus entitled "Asset Transfer Component of Highest Daily Lifetime Five" with the following:

Asset Transfer Component of Highest Daily Lifetime Five

As indicated above, we limit the sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Five. For purposes of this benefit, we refer to those permitted sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Highest Daily Lifetime Five, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a fixed interest rate account that is part of our general account (the "Benefit Fixed Rate Account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The Benefit Fixed Rate Account is available only with this benefit, and thus you may not allocate Purchase Payments to the Benefit Fixed Rate Account. The interest rate that we pay with respect to the Benefit Fixed Rate Account is reduced by an amount that corresponds generally to the charge that we assess against your variable Sub-accounts for Highest Daily Lifetime Five. The Benefit Fixed Rate Account is not subject to the Investment Company Act of 1940 or the Securities Act of 1933.

Under the asset transfer component of Highest Daily Lifetime Five, we monitor your Contract Value daily and, if necessary, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the Benefit Fixed Rate Account. Any transfer would be made in accordance with a formula, which is set forth in the schedule supplement to the endorsement for this benefit (and also appears in the Appendices to the prospectus). Speaking generally, the formula, which we apply each Business Day, operates as follows. The formula starts by identifying your Protected Withdrawal Value for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) Highest Daily Annual Income Amount. Then, using our actuarial tables, we produce an estimate of the total amount we would target in our allocation model, based on the projected Highest Daily Annual Income Amount each year for the rest of your life. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected Highest Daily Annual Income Amount (and thus your Target Value) would take into account any automatic step-up that was scheduled to occur according to the step-up formula described above. Next, the formula subtracts from the Target Value the amount held within the Benefit Fixed Rate Account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the Benefit Fixed Rate Account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%) it means essentially that too much Target Value is not offset by assets within the Benefit Fixed Rate Account, and therefore we will transfer an amount from your Permitted Sub-accounts to the Benefit Fixed Rate Account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the Benefit Fixed Rate Account to the Permitted Sub-accounts would occur. Note that the formula is calculated with reference to the Highest Daily Annual Income Amount, rather than with reference to the Annual Income Amount.

As you can glean from the formula, poor investment performance of your Contract Value may result in a transfer of a portion of your Contract Value to the Benefit Fixed Rate Account, because such poor investment performance will tend to increase the Target Ratio. Moreover, "flat" investment returns of your Contract Value over a period of time also could result in the transfer of your Contract Value to the Benefit Fixed Rate Account. Because the amount allocated to the Benefit Fixed Rate Account and the amount allocated to the Permitted Sub-accounts each is a variable in the formula, the investment performance of each affects whether a transfer occurs for your contract. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the Benefit Fixed Rate Account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime Five, the ratios we use will be fixed. For newly issued contracts that elect Highest Daily Lifetime Five and existing contracts that elect Highest Daily Lifetime Five, however, we reserve the right to change the ratios.

While you are not notified when your contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the Benefit Fixed Rate Account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Five.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

. Not make any transfer between the Permitted Sub-accounts and the Benefit Fixed Rate Account; or

. If a portion of your Contract Value was previously allocated to the Benefit Fixed Rate Account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the Benefit Fixed Rate Account will be

withdrawn for this purpose on a last-in, first-out basis (an amount renewed into a new guarantee period under the Benefit Fixed Rate Account will be deemed a new investment for purposes of this last-in, first-out rule); or

. Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the Benefit Fixed Rate Account. The interest that you earn on such transferred amount will be equal to the annual rate that we have set for that day, and we will credit the daily equivalent of that annual interest until the earlier of one year from the date of the transfer or the date that such amount in the Benefit Fixed Rate Account is transferred back to the Permitted Sub-accounts.

If your entire Contract Value is transferred to the Benefit Fixed Rate Account, then based on the way the formula operates, the formula will not transfer amounts out of the Benefit Fixed Rate Account to the Permitted Sub-accounts and the entire Contract Value would remain in the Benefit Rate Fixed Account. If you make additional Purchase Payments to your contract, they will be allocated to the Sub-accounts according to your allocation instructions. Such additional Purchase Payments may or may not cause the formula to transfer money in or out of the Benefit Fixed Rate Account. Once the Purchase Payments are allocated to your contract, they will also be subject to the mathematical formula, which may result in immediate transfers to or from the Benefit Fixed Rate Account, if dictated by the formula.

PRUCO LIFE INSURANCE COMPANY
PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY
STRATEGIC PARTNERS(SM) ANNUITY ONE 3
STRATEGIC PARTNERS(SM) PLUS 3
STRATEGIC PARTNERS FLEXELITE
(Pruco Life Insurance Company only)
Supplement, dated July 21, 2008
To
Prospectus, dated May 1, 2008

This supplement should be read and retained with the prospectus for your annuity. If you would like another copy of the prospectus, please call us at 1-888-PRU-2888.

his supplement is being issued to describe several changes that we are making to the variable investment options within each of the above-referenced annuities. We summarize each change immediately below, and then indicate how the pertinent portion of each prospectus is amended to reflect the change.

The changes are as follows:

1. AST Conservative Asset Allocation Portfolio; AST Balanced Asset Allocation Portfolio; and AST American Century Strategic Allocation Portfolio. The name and investment objectives of each Portfolio are being changed. (In the case of the AST Balanced Asset Allocation Portfolio and AST American Century Strategic Allocation Portfolio only, the changed investment objective was authorized by a vote of Annuity Owners). AST Conservative Asset Allocation Portfolio has been renamed AST Balanced Asset Allocation Portfolio and will be sub-advised by Quantitative Management Associates LLC, the original AST Balanced Asset Allocation Portfolio has become AST Academic Strategies Asset Allocation Portfolio, and AST American Century Strategic Allocation Portfolio has become AST Schrodgers Multi-Asset World Strategies Portfolio. Accordingly, we (a) reflect the revised Portfolio names in the list of Investment Options on the inside front cover, and (b) with respect to AST Balanced Asset Allocation Portfolio and AST Schrodgers Multi-Asset World Strategies Portfolio only, set forth the revised fees of each Portfolio in the table of Underlying Mutual Fund Portfolio Annual Expenses, and (c) in the prospectus section discussing the applicable

optional benefit, include each Portfolio within the group of portfolios that are permitted if you elect Lifetime Five, Spousal Lifetime Five, Highest Daily Lifetime Five, Highest Daily Lifetime Seven, Spousal Highest Daily Lifetime Seven, or the Highest Daily Value death benefit (if available), and (d) include a summary description of the Portfolio in the chart of each Portfolio's Investment Objectives and Policies. In addition, to reflect the effect of each Portfolio on the average fees of all Portfolios available under the Annuity, we describe the effect of the revised average fees on the comparison charts appearing within the section entitled "Selecting the Annuity That's Right for You."

2. Merger of AST DeAm Small-Cap Value Portfolio into AST Small-Cap Value Portfolio. The AST DeAm Small-Cap Value Portfolio has merged out of existence into the AST Small-Cap Value Portfolio. Accordingly, we remove the AST DeAm Small-Cap Value Portfolio from the list of Investment Options on the inside front cover.

3. AST Small-Cap Growth Portfolio. Neuberger Berman Management Inc. is no longer a sub-adviser to this Portfolio. The assets formerly managed by Neuberger Berman now are managed by Eagle Asset Management. Accordingly, we revise the summary description of this Portfolio in the chart of each Portfolio's Investment Objectives and Policies.

4. AST Neuberger Berman Mid-Cap Value Portfolio. We have added LSV Asset Management as a sub-adviser to this Portfolio and have re-named the Portfolio the AST Neuberger Berman / LSV Mid-Cap Value Portfolio. Accordingly, we (a) reflect the revised Portfolio name in the list of Investment Options on the inside front cover and in footnote 3 to the table within Underlying Mutual Fund Portfolio Annual Expenses, and (b) include a revised summary description of the Portfolio in the chart of the Portfolio's Investment objectives and Policies.

5. SP Aggressive Asset Allocation Portfolio, SP Growth Asset Allocation Portfolio, SP Balanced Asset Allocation Portfolio, SP Conservative Asset Allocation Portfolio, Global Portfolio. We are adding Quantitative Management Associates LLC as a sub-adviser to each Portfolio. Accordingly, we include a revised summary description of each Portfolio in the chart of each Portfolio's Investment Objectives and Policies. Also being added as sub-advisers are Prudential Investment Management, Inc. and Jennison Associates LLC.

With respect to the changed fees referenced above, here is a fee table showing the applicable underlying mutual fund portfolio annual expenses:

FUNDS	Management Fee	Other Expenses	Acquired Portfolio 12b-1 Fee	Total Annual Fees & Expenses	Portfolio Expenses	
AST Academic Strategies Asset Allocation /1,2,3,4/ Management and Other Expense fee waivers/reduction: 0.02% Net expenses after fee reimbursement/expense waiver: 1.49%			0.72%	0.10%	0.00%	0.69% 1.51%
AST Schroders Multi-Asset World Strategies		1.10%	0.16%	0.00%	0.14%	1.40%
AST Balanced Asset Allocation		0.15%	0.02%	0.00%	0.87%	1.04%

1 Estimated Other Expenses for the fiscal year ending December 31, 2008. As used in connection with the Portfolio, "Other Expenses" include certain operating expenses, including, without limitation, fees for custodian services, Independent Trustees' fees, and fees for legal, accounting, valuation, and transfer agency services. The Trust has also entered into arrangements with the issuers of the variable insurance products offering the Portfolio under which the Trust currently compensates such issuers for providing ongoing services to Portfolio shareholders (e.g., the printing and mailing of Trust prospectuses and shareholder reports) in lieu of the Trust providing such services directly to shareholders. The contractual administrative services fee is 0.10% of the Portfolio's average daily net assets. The Portfolio is not directly subject to the administrative services fee to the extent it invests in the Core Plus Bond Portfolio or any other Trust Portfolio (each, an Underlying Trust Portfolio and collectively, the Underlying Trust Portfolios). The Core Plus Bond Portfolio and each Underlying Trust Portfolio in which the Portfolio invests, however, are subject to the administrative services fee. See footnote 1 of the table within "Underlying Mutual Fund Portfolio Annual Expenses" in the May 1, 2008 prospectus for a discussion of the administrative services fee applicable to certain other AST Portfolios.

2 Estimated Underlying Portfolio Fees & Expenses for the fiscal year ending December 31, 2008. The Portfolio will indirectly incur a pro rata portion of the fees and expenses of the Core Plus Bond Portfolio and any other Underlying Trust Portfolio in which it invests. The expenses shown under "Underlying Portfolio Fees and Expenses" represent the portion of the Core Plus Bond Portfolio's estimated annualized operating

expense ratio for the fiscal year ending December 31, 2008 to be borne by the Portfolio based upon the Portfolio's expected initial holdings in the Core Plus Bond Portfolio. No sales loads, distribution fees, service fees, redemption fees, or other transaction fees will be assessed in connection with the Portfolio's purchase or redemption of shares of Underlying Trust Portfolios.

3 Estimated Contractual Fee Waiver and/or Expense Reimbursement for the fiscal year ending December 31, 2008. The Investment Managers have contractually agreed to waive their investment management fees with respect to the Portfolio's investments in the Core Plus Bond Portfolio (i.e., assumes a waiver of 25% of the Investment Managers' contractual investment management fee).

4 The Co-Managers have contractually agreed to reimburse expenses and/or waive fees so that the Academic Strategies Portfolio's investment management fees plus "Other Expenses" (exclusive in all cases of taxes, interest, brokerage commissions, distribution fees, and extraordinary expenses) do not exceed 0.80% of the Portfolio's average daily net assets during the Academic Strategies Portfolio's first year of operations (i.e., expected to be July 21, 2008 through July 20, 2009).

With respect to the changed Investment Objectives/Policies referenced above, here is a table showing the applicable changes:

PORTFOLIO		
STYLE/ TYPE	ADVISOR/ INVESTMENT OBJECTIVES/POLICIES	SUB-ADVISOR
ADVANCED SERIES TRUST		
ASSET ALLOCA TION/ BALANCED	AST Schroders Multi-Asset World Strategies (formerly known as AST American Century Strategic Allocation Portfolio): The AST Schroders Multi-Asset World Strategies Portfolio seeks long-term capital appreciation through a global flexible asset allocation approach. This asset allocation approach entails investing in traditional asset classes, such as equity and fixed-income investments, and alternative asset classes, such as investments in real estate, commodities, currencies, private equity, and absolute return strategies. The sub-advisor seeks to emphasize the management of risk and volatility. Exposure to different asset classes and investment strategies will vary over time based upon the sub advisor's assessments of changing market, economic, financial and political factors and events.	Schroder Investment Management North America Inc.
ASSET ALLOCA TION/ BALANCED	AST Academic Strategies Asset Allocation (formerly known as AST Balanced Asset Allocation Portfolio): seeks total return consistent with its specified level of risk. The Portfolio will be a multi-asset class fund that employs both top-down asset allocation strategies and bottom-up manager/security selection. Under normal circumstances, approximately 60% of the assets will be allocated to traditional asset classes (including US and international equities and bonds) and approximately 40% of the assets will be allocated to nontraditional asset classes (including real estate, commodities, and alternative strategies). Those percentages are subject to change by the Investment Managers.	Credit Suisse Securities (USA) LLC; Jennison Associates LLC; Mellon Capital Management Corporation; Pacific Investment Management Company LLC (PIMCO); Prudential Bache Asset Management, Incorporated; Quantitative Management Associates LLC
ASSET ALLOCA TION/ BALANCED	AST Balanced Asset Allocation (formerly known as AST Conservative Asset Allocation Portfolio): seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 60% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 52.5% to 67.5%), and 40% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 32.5% to 47.5%).	AST Investment Services, Inc. & Prudential Investments LLC;
MID CAP VALUE	AST Neuberger Berman / LSV Mid-Cap Value Portfolio (formerly known as AST Neuberger Berman Mid-Cap Value	LSV Asset Management; Neuberger Berman

Portfolio); seeks capital growth. Management Inc.
Under normal market conditions, the
Portfolio invests at least 80% of
its net assets in the common stocks
of medium capitalization companies.
For purposes of the Portfolio,
companies with market
capitalizations that fall within the
range of the Russell Mid-cap(R)
Index at the time of investment are
considered medium capitalization
companies. Some of the Portfolio's
assets may be invested in the
securities of large-cap companies as
well as in small-cap companies.
Under the Portfolio's value-oriented
investment approach, the subadviser
looks for companies whose stock
prices are undervalued and that may
raise in price before other
investors realize their worth.

SMALL	AST Small-Cap Growth Portfolio:	Eagle Asset
CAP	seeks long-term capital growth. The	Management
GROWTH	Portfolio pursues its objective by	
	investing, under normal	
	circumstances, at least 80% of the	
	value of its assets in	
	small-capitalization companies.	
	Small-capitalization companies are	
	those companies with a market	
	capitalization, at the time of	
	purchase, no larger than the largest	
	capitalized company included in the	
	Russell 2000(R) Index at the time of	
	the Portfolio's investment.	

PORTFOLIO		
STYLE/ TYPE	ADVISOR/ INVESTMENT OBJECTIVES/POLICIES	SUB-ADVISOR

THE PRUDENTIAL SERIES FUND

INTERNATIONAL EQUITY	Global Portfolio: seeks long-term growth of capital. The Portfolio invests primarily in common stocks (and their equivalents) of foreign and U.S. companies. Each subadviser for the Portfolio generally will use either a "growth" approach or a "value" approach in selecting either foreign or U.S. common stocks.	LSV Asset Management; Marsico Capital Management, LLC; T. Rowe Price Associates, Inc.; William Blair & Company, LLC; Quantitative Management Associates LLC

ASSET ALLOCATION/TION/BALANCED	SP Aggressive Growth Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed-income Underlying Portfolios.	Prudential Investments LLC; Quantitative Management Associates LLC

ASSET ALLOCATION/TION/BALANCED	SP Balanced Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). The Portfolio will invest in equity and fixed-income Underlying Portfolios.	Prudential Investments LLC; Quantitative Management Associates LLC

ASSET ALLOCATION/TION/BALANCED	SP Conservative Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on fixed-income Underlying Portfolios but will also invest in equity Underlying Portfolios.	Prudential Investments LLC; Quantitative Management Associates LLC

ASSET ALLOCATION/TION/BALANCED	SP Growth Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST	Prudential Investments LLC; Quantitative Management Associates LLC

Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed- income Underlying Portfolios.

In the May 1, 2008 prospectuses, the summary fund descriptions of the AST Balanced Asset Allocation Portfolio and the AST Capital Growth Asset Allocation Portfolio were reversed. Thus, the correct summary fund description for each such Portfolio should have been as follows:

AST Balanced Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 65% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 57.5% to 72.5%), and 35% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 27.5% to 42.5%).

AST Capital Growth Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 75% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 67.5% to 80%), and 25% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 20.0% to 32.5%).

In the appendices to each prospectus, entitled Selecting The Variable Annuity That's Right For You, we set forth hypothetical illustrations of Contract Value and Surrender Value for each annuity. Those illustrations assume average fund expenses of 0.94% (which, for Strategic Partners Plus, excludes Evergreen fund expenses). As a result of the fund changes described in this supplement, the average fund expenses have changed to 0.95%. This change in average fund expenses would have the effect of decreasing the hypothetical illustrated values by a commensurate amount.

The amount that is transferred to and from the Benefit Fixed Rate Account pursuant to the mathematical formula depends upon a number of factors unique to your contract (and is not necessarily directly correlated with the securities markets, bond markets, or interest rates, in general) including:

- . How long you have owned Highest Daily Lifetime Five;
- . The performance of the Permitted Sub-accounts you have chosen;
- . The performance of the Benefit Fixed Rate Account (i.e., the amount of interest credited to the Benefit Fixed Rate Account);
- . The amount you have allocated to each of the Permitted Sub-accounts you have chosen;
- . The amount you have allocated to the Benefit Fixed Rate Account;
- . Additional Purchase Payments, if any, you make to your contract;
- . Withdrawals, if any, you take from your contract (withdrawals are taken pro rata from your Contract Value).

Any Contract Value in the Benefit Fixed Rate Account will not be available to participate in the investment experience of the Permitted Sub-accounts if there is a recovery until it is moved out of the Benefit Fixed Rate Account.

The more of your Contract Value allocated to the Benefit Fixed Rate Account under the formula, the greater the impact of the performance of the Benefit Fixed Rate Account in determining whether (and how much) of your Contract Value is transferred back to the Permitted Sub-accounts. Further, it is possible under the formula, that if a significant portion your Contract Value is allocated to the Benefit Fixed Rate Account and that Account has good performance but the performance of your Permitted Sub-accounts is negative, that the formula might

transfer your Contract Value to the Permitted Sub-accounts. Thus, the converse is true too (the more you have allocated to the Permitted Sub-accounts, the greater the impact of the performance of those Sub-accounts will have on any transfer to the Benefit Fixed Rate Account).

E. Asset Transfer Component of HD7 and SHD7 - Allocation of Contract Value. We replace the sections of the prospectus entitled "Asset Transfer Component of Highest Daily Lifetime Seven" and "Asset Transfer Component of Spousal Highest Daily Lifetime Seven" (as applicable) with the following:

Asset Transfer Component of Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven As indicated above, we limit the Sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven. For purposes of the benefit, we refer to those permitted Sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a specified bond fund within the Advanced Series Trust (the "AST Investment Grade Bond Sub-account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary mathematical formula, discussed below. The AST Investment Grade Bond Sub-account is available only with this benefit, and thus you may not allocate Purchase Payments to the AST Investment Grade Bond Sub-account. Under the asset transfer component of Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven, we monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account. Any transfer would be made in accordance with a formula, which is set forth in the Appendices to this prospectus.

Speaking generally, the formula, which we apply each Business Day, operates as follows. The formula starts by identifying an income basis for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) income amount. Note that we use 5% in the formula, irrespective of the Annuitant's attained age. Then we produce an estimate of the total amount we would target in our allocation model, based on the projected income amount and factors set forth in the formula. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected income amount (and thus your Target Value) would take into account any automatic step-up, any subsequent purchase payments, and any excess withdrawals. Next, the formula subtracts from the Target Value the amount held within the AST Investment Grade Bond Sub-account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the AST Investment Grade Bond Sub-account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it

means essentially that too much Target Value is not offset by assets within the AST Investment Grade Bond Sub-account, and therefore we will transfer an amount from your Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts would occur.

As you can glean from the formula, poor investment performance of your Contract Value may result in a transfer of a portion of your Contract Value to the AST Investment Grade Bond Sub-account because such poor investment performance will tend to increase the Target Ratio. Moreover, "flat" investment returns of your Contract Value over a period of time also could result in the transfer of your Contract Value from the Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Because the amount allocated to the AST Investment Grade Bond Sub-account and the amount allocated to the Permitted Sub-accounts each is a variable in the formula, the investment performance of each affects whether a transfer occurs for your Contract. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven, the ratios we use will be fixed. For newly-issued contracts that elect Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven and existing contracts that elect Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven, however, we reserve the right to change the ratios.

While you are not notified when your contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the AST Investment Grade Bond Sub-account. The formula by which the reallocation triggers

operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

- . Not make any transfer between the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account; or
- . If a portion of your Contract Value was previously allocated to the AST Investment Grade Bond Sub-account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the AST Investment Grade Bond Sub-account will be withdrawn for this purpose on a last-in, first-out basis; or
- . Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the AST Investment Grade Bond Sub-account.

If your entire Contract Value is transferred to the AST Investment Grade Bond Sub-account, then based on the way the formula operates, the formula will not transfer amounts out of the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts and the entire Contract Value would remain in the AST Investment Grade Bond Sub-account. If you make additional Purchase Payments to your contract, they will be allocated to the Sub-accounts according to your allocation instructions. Such additional Purchase Payments may or may not cause the formula to transfer money in or out of the AST Investment Grade Bond Sub-account. Once the Purchase Payments are allocated to your contract, they will also be subject to the mathematical formula, which may result in immediate transfers to or from the AST Investment Grade Bond Sub-accounts, if dictated by the formula.

The amount that is transferred to and from the AST Investment Grade Bond Sub-account pursuant to the mathematical formula depends upon a number of factors unique to your contract (and is not necessarily directly correlated with the securities markets, bond markets, or interest rates, in general) including:

- . How long you have owned Highest Daily Lifetime Seven/Spousal Highest Daily Lifetime Seven;
- . The performance of the Permitted Sub-accounts you have chosen;
- . The performance of the AST Investment Grade Bond Sub-account;
- . The amount you have allocated to each of the Permitted Sub-accounts you have chosen;
- . The amount you have allocated to the AST Investment Grade Bond Sub-account;
- . Additional Purchase Payments, if any, you make to your contract;

- . Withdrawals, if any, you take from your contract (withdrawals are taken pro rata from your Contract Value).

Any Contract Value in the AST Investment Grade Bond Sub-account will not be available to participate in the investment experience of the Permitted Sub-accounts if there is a recovery until it is moved out of the AST Investment Grade Bond Sub-account.

The more of your Contract Value allocated to the AST Investment Grade Bond Sub-account under the formula, the greater the impact of the performance of that Sub-account in determining whether (and how much) of your Contract Value is transferred back to the Permitted Sub-accounts. Further, it is possible under the formula, that if a significant portion your Contract Value is allocated to the AST Investment Grade Bond Sub-account and that Sub-account has good performance but the performance of your Permitted Sub-accounts is negative, that the

formula might transfer your Contract Value to the Permitted Sub-accounts. Thus, the converse is true too (the more you have allocated to the Permitted Sub-accounts, the greater the impact of the performance of those Sub-accounts will have on any transfer to the AST Investment Grade Bond Sub-account).

PRUCO LIFE INSURANCE COMPANY

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

Strategic Partners Plus 3

Supplement to Prospectuses Dated May 1, 2008 Supplement dated May 1, 2008

This Supplement should be read and retained with the current Prospectus for your annuity. This Supplement is intended to update certain information in the Prospectus for the variable annuity you own, and is not intended to be a prospectus or offer for any other variable annuity listed here that you do not own. If you would like another copy of the current Prospectus, please contact us at 1-888-PRU-2888.

We are issuing this supplement to describe a name and investment objective change of the Evergreen VA Balanced Fund, which takes place on May 30, 2008. The Fund expenses are not changing in connection with this change.

In Part II Section 2 of your Prospectus, "What Investment Options Can I Choose?" please replace the INVESTMENT OBJECTIVES/POLICIES of the Evergreen VA Balanced Fund with the information below

STYLE/ TYPE	PORTFOLIO ADVISOR/ INVESTMENT OBJECTIVES/POLICIES	SUB-ADVISOR
Asset Allocation/ Balanced	Evergreen VA Balanced (effective May 30, 2008, will be renamed Evergreen VA Diversified Capital Builder): seeks capital growth and current income. The Portfolio invests in a portfolio of equity and debt securities chosen for the potential for current income and capital growth. The proportion of the Fund's assets invested in fixed income and equity securities will change based on the portfolio manager's assessment of economic conditions and investment opportunities. The equity portion of the Portfolio may include principally common and preferred stocks of U.S. companies across a broad range of market capitalizations, but will generally maintain a dollar-weighted average market capitalization within the market capitalization range tracked by the Russell 1000 Index. The Portfolio's manager will seek out companies that she believes have strong fundamental attributes and growth prospects with valuations that leave ample room for capital appreciation. Through May 29, 2008, the Portfolio normally invests at least 25% of its assets in fixed income securities. Effective May 30, 2008, the Fund generally expects to invest approximately 10-30% of its assets in fixed income securities. The Portfolio's fixed income investments may include U.S. government securities, corporate bonds, convertible bonds, mortgage-backed securities, asset-backed securities, collateralized mortgage obligations (CMOs) and other income producing securities. The Portfolio may invest without limit in securities rated below investment grade (or unrated securities determined by the portfolio manager to be of comparable quality). The Fund may, but will not necessarily, use derivative instruments, such as structured notes, futures and options, and swap agreements, as an alternative to investments directly in income-producing securities or to manage risk. The Portfolio may also, but will not necessarily, enter into foreign currency exchange contracts to hedge against adverse changes in currency exchange rates related to non-US dollar denominated holdings. The Portfolio can invest up to 25% of its assets in foreign equity and fixed income securities.	Evergreen Investment Management Company, LLC

PROSPECTUS: MAY 1, 2008

This Prospectus describes an Individual Variable Annuity Contract offered by Pruco Life Insurance Company (Pruco Life) and the Pruco Life Flexible Premium Variable Annuity Account. Pruco Life offers several different annuities which your representative may be authorized to offer to you. Each Annuity has different features and benefits that may be appropriate for you based on your financial situation, your age and how you intend to use the Annuity. Please note that selling broker-dealer firms through which the contract is sold may decline to make available to their customers certain of the optional features and investment options offered generally under the contract. Alternatively, such firms may restrict the availability of the optional benefits that they do make available to their customers (e.g., by imposing a lower maximum issue age for certain optional benefits than what is prescribed generally under the contract). Please speak to your registered representative for further details. The different features and benefits include variations in death benefit protection, and the ability to access your annuity's Contract Value. The fees and charges under the annuity contract and the compensation paid to your representative may also be different among each annuity. Differences in compensation among different annuity products could influence a registered representative's decision as to which annuity to recommend to you. If you are purchasing the contract as a replacement for existing variable annuity or variable life coverage, you should consider, among other things, any surrender or penalty charges you may incur when replacing your existing coverage. Pruco Life is a wholly-owned subsidiary of the Prudential Insurance Company of America.

THE FUNDS

Strategic Partners Annuity One 3 offers a wide variety of investment choices, including variable investment options that invest in underlying mutual funds. Currently, portfolios of the following underlying mutual funds are being offered: The Prudential Series Fund, Advanced Series Trust, Nationwide Variable Insurance Trust, and Janus Aspen Series. (see next page for list of portfolios currently offered). You may choose between two basic versions of Strategic Partners Annuity One 3. One version, the Contract With Credit, provides for a bonus credit that we add to each purchase payment you make. If you choose this version of Strategic Partners Annuity One 3, some charges and expenses may be higher than if you choose the version without the credit. Those higher charges could exceed the amount of the credit under some circumstances, particularly if you withdraw purchase payments within a few years of making those purchase payments.

PLEASE READ THIS PROSPECTUS

Please read this prospectus before purchasing a Strategic Partners Annuity One 3 variable annuity contract, and keep it for future reference. The current prospectuses for the underlying mutual funds contain important information about the mutual funds. When you invest in a variable investment option that is funded by a mutual fund, you should read the mutual fund prospectus and keep it for future reference. The Risk Factors section relating to the market value adjustment option appears in the Summary.

TO LEARN MORE ABOUT STRATEGIC PARTNERS ANNUITY ONE 3

To learn more about the Strategic Partners Annuity One 3 variable annuity, you can request a copy of the Statement of Additional Information (SAI) dated May 1, 2008. The SAI has been filed with the Securities and Exchange Commission (SEC) and is legally a part of this prospectus. Pruco Life also files other reports with the SEC. All of these filings can be reviewed and copied at the SEC's Public Reference Section, 100 F Street, N.E., Washington, D.C. 20549 (See SEC file numbers 333-37728 and 333-103474), or obtained from us, free of charge. The SEC maintains a Web site (<http://www.sec.gov>) that contains the Strategic Partners Annuity One 3 SAI, material incorporated by reference, and other information regarding registrants that file electronically with the SEC. The Table of Contents of the SAI is set forth in

Section 11 of this prospectus.

For a free copy of the SAI, call us at (888) PRU-2888, or write to us at Prudential Annuity Service Center, P.O. Box 7960, Philadelphia, PA 19176.

THE SEC HAS NOT DETERMINED THAT THIS CONTRACT IS A GOOD INVESTMENT, NOR HAS THE SEC DETERMINED THAT THIS PROSPECTUS IS COMPLETE OR ACCURATE. IT IS A CRIMINAL OFFENSE TO STATE OTHERWISE. INVESTMENT IN A VARIABLE ANNUITY CONTRACT IS SUBJECT TO RISK, INCLUDING THE POSSIBLE LOSS OF YOUR MONEY. AN INVESTMENT IN STRATEGIC PARTNERS ANNUITY ONE 3 IS NOT A BANK DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY.

Strategic Partners/SM/ is a service mark of The Prudential Insurance Company of America

ORD01142

The Prudential Series Fund

Jennison Portfolio

Equity Portfolio

Global Portfolio

Money Market Portfolio

Stock Index Portfolio

Value Portfolio

SP Aggressive Growth Asset Allocation Portfolio

SP Balanced Asset Allocation Portfolio

SP Conservative Asset Allocation Portfolio

SP Growth Asset Allocation Portfolio

SP Davis Value Portfolio

SP International Growth Portfolio

SP International Value Portfolio

SP Mid Cap Growth Portfolio

SP PIMCO High Yield Portfolio

SP PIMCO Total Return Portfolio

SP Prudential U.S. Emerging Growth Portfolio

SP Small Cap Value Portfolio

SP Strategic Partners Focused Growth Portfolio

Advanced Series Trust

AST Advanced Strategies Portfolio

AST Aggressive Asset Allocation Portfolio

AST AllianceBernstein Core Value Portfolio

AST AllianceBernstein Growth & Income Portfolio

AST American Century Income & Growth Portfolio

AST American Century Strategic Allocation Portfolio

AST Balanced Asset Allocation Portfolio

AST Capital Growth Asset Allocation Portfolio

AST Cohen & Steers Realty Portfolio

AST Conservative Asset Allocation Portfolio

AST DeAM Large-Cap Value Portfolio

AST DeAM Small-Cap Value Portfolio

AST Federated Aggressive Growth Portfolio

AST First Trust Balanced Target Portfolio

AST First Trust Capital Appreciation Target Portfolio

AST Goldman Sachs Concentrated Growth Portfolio

AST Goldman Sachs Mid-Cap Growth Portfolio

AST High Yield Portfolio

AST Investment Grade Bond Portfolio

AST JPMorgan International Equity Portfolio

AST Large-Cap Value Portfolio

AST Lord Abbett Bond-Debenture Portfolio

AST Marsico Capital Growth Portfolio

AST MFS Global Equity Portfolio

AST MFS Growth Portfolio

AST Mid-Cap Value Portfolio

AST Neuberger Berman Mid-Cap Growth Portfolio

AST Neuberger Berman Mid-Cap Value Portfolio

AST Neuberger Berman Small-Cap Growth Portfolio

AST PIMCO Limited Maturity Bond Portfolio

AST Preservation Asset Allocation Portfolio

AST QMA US Equity Alpha Portfolio

AST Small-Cap Growth Portfolio

AST Small-Cap Value Portfolio

AST T. Rowe Price Asset Allocation Portfolio

AST T. Rowe Price Global Bond Portfolio

AST T. Rowe Price Natural Resources Portfolio

AST T. Rowe Price Large-Cap Growth Portfolio

AST UBS Dynamic Alpha Strategy Portfolio

AST Western Asset Core Plus Bond Portfolio

Nationwide Variable Insurance Trust

Gartmore NVIT Developing Markets Fund

Janus Aspen Series

Large Cap Growth Portfolio -- Service Shares

CONTENTS

PART I: STRATEGIC PARTNERS ANNUITY ONE 3 PROSPECTUS SUMMARY.....	2
GLOSSARY.....	2
SUMMARY.....	8
RISK FACTORS.....	12
SUMMARY OF CONTRACT EXPENSES.....	13
EXPENSE EXAMPLES.....	18
PART II: STRATEGIC PARTNERS ANNUITY ONE 3 PROSPECTUS SECTIONS 1-11.....	21
SECTION 1: WHAT IS THE STRATEGIC PARTNERS ANNUITY ONE 3 VARIABLE ANNUITY?	22
SHORT TERM CANCELLATION RIGHT OR "FREE LOOK".....	23
SECTION 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE?	23
VARIABLE INVESTMENT OPTIONS	23
FIXED INTEREST RATE OPTIONS	35
MARKET VALUE ADJUSTMENT OPTION	35
ADDITIONAL TRANSFER RESTRICTIONS.....	37
DOLLAR COST AVERAGING.....	38
ASSET ALLOCATION PROGRAM.....	39
AUTO-REBALANCING	39
SCHEDULED TRANSACTIONS	39
VOTING RIGHTS	39
SUBSTITUTION.....	40
SECTION 3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE (ANNUITIZATION)?..	40
PAYMENT PROVISIONS.....	40
PAYMENT PROVISIONS WITHOUT THE GUARANTEED MINIMUM INCOME BENEFIT	40
OPTION 1: ANNUITY PAYMENTS FOR A FIXED PERIOD.....	40
OPTION 2: LIFE INCOME ANNUITY OPTION	40
OPTION 3: INTEREST PAYMENT OPTION.....	41
OTHER ANNUITY OPTIONS.....	41
TAX CONSIDERATIONS.....	41
GUARANTEED MINIMUM INCOME BENEFIT.....	41
GMIB ROLL-UP.....	41
GMIB OPTION 1 - SINGLE LIFE PAYOUT OPTION	43
GMIB OPTION 2 - JOINT LIFE PAYOUT OPTION.....	43
HOW WE DETERMINE ANNUITY PAYMENTS.....	44
SECTION 4: WHAT IS THE DEATH BENEFIT?.....	45
BENEFICIARY	45
CALCULATION OF THE DEATH BENEFIT.....	45
GUARANTEED MINIMUM DEATH BENEFIT.....	45
GMDB ROLL-UP.....	45
GMDB STEP-UP.....	46
SPECIAL RULES IF JOINT OWNERS.....	46
HIGHEST DAILY VALUE DEATH BENEFIT.....	47
CALCULATION OF THE HIGHEST DAILY VALUE DEATH BENEFIT	47
PAYOUT OPTIONS.....	48
BENEFICIARY CONTINUATION OPTION.....	49
EARNINGS APPRECIATOR BENEFIT.....	50
SPOUSAL CONTINUANCE OPTION.....	51
SECTION 5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS?.....	53
LIFETIME FIVE INCOME BENEFIT.....	53
SPOUSAL LIFETIME FIVE INCOME BENEFIT.....	59
HIGHEST DAILY LIFETIME FIVE INCOME BENEFIT.....	62
HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT (HIGHEST DAILY LIFETIME SEVEN).....	69
SPOUSAL HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT (SPOUSAL HIGHEST DAILY LIFETIME SEVEN).....	75
SECTION 6: WHAT IS THE INCOME APPRECIATOR BENEFIT?	83
INCOME APPRECIATOR BENEFIT.....	83
CALCULATION OF THE INCOME APPRECIATOR BENEFIT.....	83
INCOME APPRECIATOR BENEFIT OPTIONS DURING THE ACCUMULATION PHASE.....	84

SECTION 7: HOW CAN I PURCHASE A STRATEGIC PARTNERS ANNUITY ONE 3 CONTRACT?.....	85
PURCHASE PAYMENTS.....	85
ALLOCATION OF PURCHASE PAYMENTS	86
CREDITS.....	86
CALCULATING CONTRACT VALUE.....	87
SECTION 8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS ANNUITY ONE 3 CONTRACT?.....	87
INSURANCE AND ADMINISTRATIVE CHARGES.....	87
WITHDRAWAL CHARGE.....	88
WAIVER OF WITHDRAWAL CHARGE FOR CRITICAL CARE.....	89
CONTRACT MAINTENANCE CHARGE	89
GUARANTEED MINIMUM INCOME BENEFIT CHARGE	89
INCOME APPRECIATOR BENEFIT CHARGE.....	90
EARNINGS APPRECIATOR BENEFIT CHARGE	90
BENEFICIARY CONTINUATION OPTION CHARGES.....	91
TAXES ATTRIBUTABLE TO PREMIUM.....	91
TRANSFER FEE.....	91
COMPANY TAXES	91
UNDERLYING MUTUAL FUND FEES	92
SECTION 9: HOW CAN I ACCESS MY MONEY?	92
WITHDRAWALS DURING THE ACCUMULATION PHASE.....	92
AUTOMATED WITHDRAWALS.....	92
SUSPENSION OF PAYMENTS OR TRANSFERS	93
SECTION 10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS ANNUITY ONE 3 CONTRACT?.....	93
SECTION 11: OTHER INFORMATION	101
PRUCO LIFE INSURANCE COMPANY.....	101
THE SEPARATE ACCOUNT.....	102
SALE AND DISTRIBUTION OF THE CONTRACT.....	102
LEGAL PROCEEDINGS	103
ASSIGNMENT	104
FINANCIAL STATEMENTS.....	104
STATEMENT OF ADDITIONAL INFORMATION	104
HOUSEHOLDING.....	104
MARKET VALUE ADJUSTMENT FORMULA	105
APPENDIX A - ACCUMULATION UNIT VALUES.....	A-1
APPENDIX B - SELECTING THE VARIABLE ANNUITY THAT'S RIGHT FOR YOU	B-1
APPENDIX C - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME FIVE BENEFIT.....	C-1
APPENDIX D - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME SEVEN BENEFIT AND SPOUSAL HIGHEST DAILY LIFETIME SEVEN BENEFIT.....	D-1

PART I SUMMARY

STRATEGIC PARTNERS ANNUITY ONE 3 PROSPECTUS

1

PART I: STRATEGIC PARTNERS ANNUITY ONE 3 PROSPECTUS SUMMARY

GLOSSARY

We have tried to make this Prospectus as easy to read and understand as possible. By the nature of the contract, however, certain technical words or terms are unavoidable. We have identified the following as some of these words or terms.

Accumulation Phase

The period that begins with the contract date (which we define below) and ends when you start receiving income payments, or earlier if the contract is terminated through a full withdrawal or payment of a death benefit.

Adjusted Contract Value

When you begin receiving income payments, the value of your contract adjusted for any market value adjustment minus any charge we impose for premium taxes and withdrawal charges.

Adjusted Purchase Payment

Your invested purchase payment is adjusted for any subsequent withdrawals. The adjusted purchase payment is used only for calculations of the Earnings Appreciator Benefit.

Annual Income Amount

Under the Lifetime Five Income Benefit and Highest Daily Lifetime Seven Benefit, an amount that you can withdraw each year as long as the annuitant lives. For the Highest Daily Lifetime Five Benefit only, we refer to an amount that you can withdraw each year as long as the annuitant lives as the "Total Annual Income Amount". Under the Spousal Lifetime Five Income Benefit and Spousal Highest Daily Lifetime Seven Benefit, an annual income amount is paid until the later death of two natural persons who are each other's spouses at the time of election and at the first death of one of them.

Annual Withdrawal Amount

Under the terms of the Lifetime Five Income Benefit, an amount that you can withdraw each year as long as there is Protected Withdrawal remaining. The Annual Withdrawal Amount is set initially to equal 7% of the initial Protected Withdrawal Value, but will be adjusted to reflect subsequent purchase payments, withdrawals, and any step-up.

Annuitant

The person whose life determines the amount of income payments that we will make. Except as indicated below, if the annuitant dies before the annuity date, the co-annuitant (if any) becomes the annuitant if the contract's requirements for changing the annuity date are met. If, upon the death of the annuitant, there is no surviving eligible co-annuitant, and the owner is not the annuitant, then the owner becomes the annuitant.

Generally, if an annuity is owned by an entity and the entity has named a co-annuitant, the co-annuitant will become the annuitant upon the death of the annuitant, and no death benefit is payable. Unless we agree otherwise, the contract is eligible to have a co-annuitant designation only if the entity that owns the contract is (1) a plan described in Internal Revenue Code

Section 72(s)(5)(A)(i) (or any successor Code section thereto); (2) an entity described in Code Section 72(u)(1) (or any successor Code section thereto); or

(3) a custodial account established pursuant to the provisions in Code

Section 408(a) (or any successor Code section thereto) ("Custodial Account").

Where the contract is held by a Custodial Account, the co-annuitant will not automatically become the annuitant upon the death of the annuitant. Upon the death of the annuitant, the Custodial Account will have the choice, subject to our rules, to either elect to receive the death benefit or elect to continue the contract. If the contract is continued, then the Contract Value as of the date of due proof of death of the annuitant will reflect the amount that would have been payable had a death benefit been paid.

Annuity Date

The date when income payments are scheduled to begin. You must have our permission to change the annuity date. If the co-annuitant becomes the annuitant due to the death of the annuitant, and the co-annuitant is older than the annuitant, then the annuity date will be based on the age of the co-annuitant, provided that the contract's requirements for changing the annuity date are met (e.g., the co-annuitant cannot be older than a specified age). If the co-annuitant is younger than the annuitant, then the annuity date will remain unchanged.

Beneficiary

The person(s) or entity you have chosen to receive a death benefit.

Benefit Fixed Rate Account

An investment option offered as part of this contract that is used only if you have elected the optional Highest Daily Lifetime Five Benefit. Amounts allocated to the Benefit Fixed Rate Account earn a fixed rate of interest, and are held within our general account. You may not allocate purchase payments to the Benefit Fixed Rate Account. Rather, Contract Value is transferred to the Benefit Fixed Rate Account only under the asset transfer feature of the Highest Daily Lifetime Five Benefit.

Business Day

A day on which the New York Stock Exchange is open for business. Our business day generally ends at 4:00 p.m. Eastern time.

Co-Annuitant

The person shown on the contract data pages who becomes the annuitant (if eligible) upon the death of the annuitant if the contract's requirements for changing the annuity date are met. No Co-Annuitant may be designated if the owner is a non-natural person.

Contract Date

The date we accept your initial purchase payment and all necessary paperwork in good order at the Prudential Annuity Service Center. Contract anniversaries are measured from the contract date. A contract year starts on the contract date or on a contract anniversary.

Contract Owner, Owner, or You

The person entitled to the ownership rights under the contract.

Contract Value

This is the total value of your contract, equal to the sum of the values of your investment in each investment option you have chosen. Your Contract Value will go up or down based on the performance of the investment options you choose.

Contract with Credit

A version of the annuity contract that provides for a bonus credit with each purchase payment that you make and has higher withdrawal charges and insurance and administrative costs than the Contract Without Credit.

Contract without Credit

A version of the annuity contract that does not provide a credit and has lower withdrawal charges and insurance and administrative costs than the Contract With Credit.

Credit

If you choose the Contract With Credit, this is the bonus amount that we allocate to your account each time you make a purchase payment. The amount of the credit is a percentage of the purchase payment. Bonus credits generally are not recaptured once the free look period expires. Our reference in the preceding sentence to "generally are not recaptured" refers to the fact that we have the contractual right to deduct, from the death benefit we pay, the amount of any credit corresponding to a purchase payment made within one year of death.

Daily Value

For purposes of the Highest Daily Value Death Benefit, which we describe below, the Contract Value as of the end of each business day. The Daily Value on the contract date is equal to your purchase payment.

Death Benefit

If a death benefit is payable, the beneficiary you designate will receive, at a minimum, the total invested purchase payments, reduced proportionally by withdrawals, or a potentially greater amount related to market appreciation. The Guaranteed Minimum Death Benefit, or Highest Daily Value Death Benefit, is available for an additional charge. See Section 4, "What Is The Death Benefit?"

Death Benefit Target Date

With respect to the Highest Daily Value Death Benefit, the later of the contract anniversary on or after the 80th birthday of the current contract owner, the older of either joint owner or (if owned by an entity) the annuitant, or five years after the contract date.

Designated Life

For purposes of the Spousal Lifetime Five Income Benefit and Spousal Highest Daily Lifetime Seven Benefit, a Designated Life refers to each of two natural persons who are each other's spouses at the time of election of the benefit and at the first death of one of them.

GLOSSARY continued

Dollar Cost Averaging Fixed Rate Option (DCA Fixed Rate Option) An investment option that offers a fixed rate of interest for a selected period during which periodic transfers are automatically made to selected variable investment options or to the one-year fixed interest rate option.

Earnings Appreciator Benefit (EAB)

An optional feature available for an additional charge that may provide a supplemental death benefit based on earnings under the contract.

Enhanced Protected Withdrawal Value

Under the Highest Daily Lifetime Five Benefit only, a sum that we add to your existing Protected Withdrawal Value, provided that you have not made any withdrawal during the first ten years that your Highest Daily Lifetime Five Benefit has been in effect and you otherwise meet the conditions set forth in the rider and this prospectus.

Excess Income/Excess Withdrawal

Under the Lifetime Five Income Benefit, Spousal Lifetime Five Income Benefit, Highest Daily Lifetime Five Income Benefit, Highest Daily Lifetime Seven Benefit and Spousal Highest Daily Lifetime Seven Benefit, Excess Income refers to cumulative withdrawals that exceed the Annual Income Amount (the Total Annual Income Amount for Highest Daily Lifetime Five). Under the Lifetime Five Income Benefit, Excess Withdrawal refers to cumulative withdrawals that exceed the Annual Withdrawal Amount.

Fixed Interest Rate Options

Investment options that offer a fixed rate of interest for either a one-year period (fixed rate option) or a selected period during which periodic transfers are made to selected variable investment options or to the one-year fixed rate option.

Good Order

An instruction received at the Prudential Annuity Service Center, utilizing such forms, signatures and dating as we require, which is sufficiently clear that we do not need to exercise any discretion to follow such instructions.

Guarantee Period

A period of time during which your invested purchase payment in the market value adjustment option earns interest at the declared rate. We may offer one or more guarantee periods.

Guaranteed Minimum Death Benefit (GMDB) An optional feature available for an additional charge that guarantees that the death benefit that the beneficiary receives will be no less than a certain GMDB protected value. The GMDB is a different death benefit than the Highest Daily Value Death Benefit, which we describe below.

GMDB Protected Value

The amount guaranteed under the Guaranteed Minimum Death Benefit, which may equal the GMDB roll-up value, the GMDB step-up value, or the greater of the two. The GMDB protected value will be subject to certain age restrictions and time durations, however, it will still increase by subsequent invested purchase payments and reduce proportionally by withdrawals.

GMDB Roll-Up

We use the GMDB roll-up value to compute the GMDB protected value of the Guaranteed Minimum Death Benefit. The GMDB roll-up is equal to the invested purchase payments compounded daily at an effective annual interest rate starting on the date that each invested purchase payment is made, subject to a cap, and reduced by the effect of withdrawals.

GMDB Step-Up

We use the GMDB step-up value to compute the GMDB protected value of the Guaranteed Minimum Death Benefit. Generally speaking, the GMDB step-up establishes a "high water mark" of protected value that we would pay upon death, even if the Contract Value has declined. For example, if the GMDB step-up were set at \$100,000 on a contract anniversary, and the Contract Value subsequently declined to \$80,000 on the date of death, the GMDB step-up value would nonetheless remain \$100,000 (assuming no additional purchase payments or withdrawals).

Guaranteed Minimum Income Benefit (GMIB) An optional feature available for an additional charge that guarantees that the income payments you receive during the income phase will be no less than a certain GMIB protected value applied to the GMIB guaranteed annuity purchase rates.

GMIB Protected Value

We use the GMIB protected value to calculate annuity payments should you annuitize under the Guaranteed Minimum Income Benefit.

The value is calculated daily and is equal to the GMIB roll-up, until the GMIB roll-up either reaches its cap or if we stop applying the annual interest rate based on the age of the annuitant, number of contract anniversaries or number of years since last GMIB reset. At such point, the GMIB protected value will be increased by any subsequent invested purchase payments, and any withdrawals will proportionally reduce the GMIB protected value. The GMIB protected value is not available as a cash surrender benefit or a death benefit, nor is it used to calculate the cash surrender value or death benefit.

GMIB Reset

You may elect to "step-up" or "reset" your GMIB protected value if your Contract Value is greater than the current GMIB protected value. Upon exercise of the reset provision, your GMIB protected value will be reset to equal your current Contract Value. You are limited to two resets over the life of your contract, provided that certain annuitant age requirements are met.

GMIB Roll-Up

We will use the GMIB roll-up value to compute the GMIB protected value of the Guaranteed Minimum Income Benefit. The GMIB roll-up is equal to the invested purchase payments (after a reset, the Contract Value at the time of the reset) compounded daily at an effective annual interest rate starting on the date each invested purchase payment is made, subject to a cap, and reduced proportionally by withdrawals.

Highest Daily Lifetime Five/SM/ Benefit An optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your Contract Value.

Highest Daily Lifetime Seven/SM/ Income Benefit An optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your Contract Value. Highest Daily Lifetime Seven is the same class of optional benefit as our Highest Daily Lifetime Five Income Benefit, but differs (among other things) with respect to how the Protected Withdrawal Value is calculated and to how the lifetime withdrawals are calculated.

Highest Daily Value Death Benefit

An optional death benefit available for an additional charge that can provide a death benefit that exceeds the Contract Value on the date of death. The amount of the death benefit is determined with reference to the Highest Daily Value, as defined below.

Income Appreciator Benefit (IAB)

An optional feature that may be available for an additional charge that provides a supplemental living benefit based on earnings under the contract.

IAB Automatic Withdrawal Payment Program A series of payments consisting of a portion of your Contract Value and Income Appreciator Benefit paid to you in equal installments over a 10 year period, which you may choose, if you elect to receive the Income Appreciator Benefit during the accumulation phase.

IAB Credit

An amount we add to your Contract Value that is credited in equal installments over a 10 year period, which you may choose, if you elect to receive the Income Appreciator Benefit during the accumulation phase.

Income Options

Options under the contract that define the frequency and duration of income payments. In your contract, we also refer to these as payout or annuity options.

Income Phase

The period during which you receive income payments under the contract.

Invested Purchase Payments

Your purchase payments (which we define below) less any deduction we make for any tax charge.

Joint Owner

The person named as the joint owner, who shares ownership rights with the owner as defined in the contract. A joint owner must be a natural person.

GLOSSARY continued

Lifetime Five Income Benefit

An optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on your Contract Value, subject to our rules regarding the timing and amount of withdrawals. There are two options--one is designed to provide an annual withdrawal amount for life and the other is designed to provide a greater annual withdrawal amount (than the first option) as long as there is Protected Withdrawal Value. We also offer a variant of the Lifetime Five Income Benefit to certain spousal owners--see "Spousal Lifetime Five Income Benefit."

Market Value Adjustment

An adjustment to your Contract Value or withdrawal proceeds that is based on the relationship between interest you are currently earning within the market value adjustment option and prevailing interest rates. This adjustment may be positive or negative.

Market Value Adjustment Option

This investment option may offer various guarantee periods and pays a fixed rate of interest with respect to each guarantee period. We impose a market value adjustment on withdrawals or transfers that you make from this option prior to the end of its guarantee period.

Net Purchase Payments

Your total purchase payments less any withdrawals you have made.

Proportional Withdrawals

A method that involves calculating the percentage of your Contract Value that each prior withdrawal represented when withdrawn. In general, proportional withdrawals result in a reduction to the applicable benefit value by reducing such value in the same proportion as the Contract Value was reduced by the withdrawal as of the date the withdrawal occurred.

Protected Withdrawal Value

Under the Lifetime Five Income Benefit, Spousal Lifetime Five Income Benefit, Highest Daily Lifetime Seven Benefit and Spousal Highest Daily Lifetime Benefit, an amount that we guarantee regardless of the investment performance of your Contract Value. For the Highest Daily Lifetime Five Benefit only, we refer to an amount that we guarantee regardless of the investment performance of your Contract Value as the "Total Protected Withdrawal Value".

Prudential Annuity Service Center

For general correspondence: P.O. Box 7960, Philadelphia, PA 19176. For express overnight mail: 2101 Welsh Road, Dresher, PA 19025. The telephone number is

(888) PRU-2888. Prudential's Web site is www.prudential.com.

Purchase Payments

The amount of money you pay us to purchase the contract. Generally, you can make additional purchase payments at any time during the accumulation phase.

Separate Account

Purchase payments allocated to the variable investment options are held by us in a separate account called the Pruco Life Flexible Premium Variable Annuity Account. The separate account is set apart from all of the general assets of Pruco Life.

Spousal Lifetime Five Income Benefit

An optional feature available for an additional charge that guarantees the ability to withdraw amounts equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on the Contract Value, subject to our rules regarding the timing and amount of withdrawals. Under the Spousal Lifetime Five Income Benefit, an annual income amount is paid until the later death of two natural persons who are each other's spouses at the time of election and at the first death of one of them.

Spousal Highest Daily Lifetime Seven/SM/ Income Benefit The spousal version of the Highest Daily Lifetime Seven Income Benefit. Spousal Highest Daily Lifetime Seven is the same class of optional Benefit as our Spousal Lifetime Five Income Benefit, but differs (among other things) with respect to how the Protected Withdrawal Value is calculated and to how the lifetime withdrawals are calculated.

Statement Of Additional Information

A document containing certain additional information about the Strategic Partners Annuity One 3 variable annuity. We have filed the Statement of Additional Information with the Securities and Exchange Commission and it is legally a part of this prospectus. To learn how to obtain a copy of the Statement of Additional Information, see the front cover of this prospectus.

Tax Deferral

This is a way to increase your assets without currently being taxed. Generally, you do not pay taxes on your contract earnings until you take money out of your contract. You should be aware that tax favored plans (such as IRAs) already provide tax deferral regardless of whether they invest in annuity contracts. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners Annuity One 3 Contract?"

Variable Investment Option

When you choose a variable investment option, we purchase shares of the underlying mutual fund that are held as an investment for that option. We hold these shares in the separate account. The division of the separate account of Pruco Life that invests in a particular mutual fund is referred to in your contract as a subaccount.

SUMMARY FOR SECTIONS 1-11

For a more complete discussion of the following topics, see the corresponding section in Part II of the prospectus.

SECTION 1

What Is The Strategic Partners Annuity One 3 Variable Annuity? The Strategic Partners Annuity One 3 variable annuity is a contract between you, the owner, and us, the insurance company, Pruco Life Insurance Company (Pruco Life, we or us). The contract allows you to invest on a tax-deferred basis in variable investment options, fixed interest rate options, and the market value adjustment option. The contract is intended for retirement savings or other long-term investment purposes and provides for a death benefit.

There are two basic versions of the Strategic Partners Annuity One 3 variable annuity.

Contract With Credit.

- . provides for a bonus credit that we add to each purchase payment that you make,
- . has higher withdrawal charges and insurance and administrative costs than the Contract Without Credit,
- . may provide lower interest rates for fixed interest rate options and the market value adjustment option than the Contract Without Credit, and
- . may provide fewer available market value adjustment guarantee periods than the Contract Without Credit.

Contract Without Credit.

. does not provide a credit,

. has lower withdrawal charges and insurance and administrative costs than the Contract With Credit,

. may provide higher interest rates for fixed interest rate options and the market value adjustment option than the Contract With Credit, and

. may provide more available market value adjustment guarantee periods than the Contract With Credit.

The variable investment options available under the contract offer the opportunity for a favorable return. However, this is NOT guaranteed. It is possible, due to market changes, that your investments may decrease in value, including an investment in the Prudential Money Market Portfolio variable investment option.

The fixed interest rate options offer a guaranteed interest rate. While your money is allocated to one of these options, your principal amount will not decrease and we guarantee that your money will earn at least a minimum interest rate annually.

Under the market value adjustment option, while your money remains in the contract for the full guarantee period, your principal amount is guaranteed, and we will pay at least the minimum interest rate dictated by applicable state law, if any.

You may make up to 12 free transfers each contract year among the investment options. Certain restrictions apply to transfers involving the fixed interest rate options.

The contract, like all deferred annuity contracts, has two phases: the accumulation phase and the income phase.

. During the accumulation phase, any earnings grow on a tax-deferred basis and are generally only taxed as income when you make a withdrawal.

. The income phase starts when you begin receiving regular payments from your contract.

The amount of money you are able to accumulate in your contract during the accumulation phase will help determine the amount you will receive during the income phase. Other factors will affect the amount of your payments, such as age, gender, and the payout option you select.

The contract offers a choice of income and death benefit options, which may also be available to you.

There are certain state variations to this contract that are referred to in this prospectus. Please see your contract for further information on these and other variations.

We may amend the contract as permitted by law. For example, we may add new features to the contract. Subject to applicable law, we determine whether or not to make such contract amendments available to contracts that already have been issued.

8

If you change your mind about owning Strategic Partners Annuity One 3, you may cancel your contract within 10 days after receiving it (or whatever period is required under applicable law). This time period is referred to as the "Free Look" period.

SECTION 2

What Investment Options Can I Choose?

You can invest your money in several variable investment options. The variable investment options are classified according to their investment style, and a brief description of each portfolio's investment objective and key policies is set forth in Section 2, to assist you in determining which portfolios may be of interest to you.

Depending upon market conditions, you may earn or lose money in any of these options. The value of your contract will fluctuate depending upon the performance of the underlying mutual fund portfolios used by the variable investment options that you choose. Past performance is not a guarantee of future results.

You may also invest your money in fixed interest rate options or in a market value adjustment option.

SECTION 3

What Kind Of Payments Will I Receive During The Income Phase? (Annuitization) If you want to receive regular income from your annuity, you can choose one of several options, including guaranteed payments for the annuitant's lifetime. Generally, once you begin receiving regular payments, you cannot change your payment plan.

For an additional fee, you may also choose, if it is available under your contract, the Guaranteed Minimum Income Benefit (GMIB). The Guaranteed Minimum Income Benefit provides that once the income period begins, your income payments will be no less than a value that is based on a certain "GMIB protected value" applied to the GMIB guaranteed annuity purchase rates. See

Section 3, "What Kind Of Payments Will I Receive During The Income Phase?"

The Lifetime withdrawal benefits (each discussed in Section 5) and the Income Appreciator Benefit (discussed in Section 6) each may provide an additional amount upon which your annuity payments are based.

SECTION 4

What Is The Death Benefit?

In general, if the sole owner or first-to-die of the owner or joint owner dies before the income phase of the contract begins, the person(s) or entity that you have chosen as your beneficiary will receive, at a minimum, the greater of

(i) the Contract Value, (ii) either the base death benefit or, for a higher insurance and administrative cost, a potentially larger Guaranteed Minimum Death Benefit (GMDB), or Highest Daily Value Death Benefit.

The base death benefit equals the total invested purchase payments reduced proportionally by withdrawals. The Guaranteed Minimum Death Benefit is equal to a "GMDB protected value" that depends upon which of the following Guaranteed Minimum Death Benefit options you choose:

- . the highest value of the contract on any contract anniversary, which we call the "GMDB step-up value";
- . the total amount you invest increased by a guaranteed rate of return, which we call the "GMDB roll-up value"; or
- . the greater of the GMDB step-up value and GMDB roll-up value.

The Highest Daily Value Death Benefit provides a death benefit equal to the greater of the base death benefit or the highest daily value less proportional withdrawals.

On the date we receive proof of death in good order, in lieu of paying a death benefit, we will allow the surviving spouse to continue the contract by exercising the Spousal Continuance Option, if the conditions that we describe, in Section 4, are met.

For an additional fee, you may also choose, if it is available in your contract, the Earnings Appreciator supplemental death benefit, which provides a benefit payment upon the death of the sole owner, or first to die of the owner or joint owner, during the accumulation phase.

SECTION 5

What Are The Lifetime Withdrawal Benefits? The Lifetime Five Income Benefit is an optional feature that guarantees your ability to withdraw an amount equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on your Contract Value, subject to our rules regarding the timing and amounts of withdrawals. There are two options--one is designed to provide an annual withdrawal amount for life (the "Life Income Benefit"), and the other is designed to provide a greater annual withdrawal amount (than the first option), as long as there is Protected Withdrawal Value (adjusted, as described in Section 5) (the "Withdrawal Benefit"). The annuitant must be at least 45 years old when the Lifetime Five Income Benefit is elected.

SUMMARY FOR SECTIONS 1-11 continued

The charge for the Lifetime Five Income Benefit is a daily fee equal on an annual basis to 0.60% of the Contract Value allocated to the variable investment options. This charge is in addition to the charge for the applicable death benefit.

In addition to the Lifetime Five Income Benefit, we offer a benefit called the Spousal Lifetime Five Income Benefit. The Spousal Lifetime Five Income benefit is similar to the Lifetime Five Income Benefit, except that it is offered only to those who are each other's spouses at the time the benefit is elected, and the benefit offers only a Life Income Benefit (not the Withdrawal Benefit). The charge for the Spousal Lifetime Five Income Benefit is a daily fee equal on an annual basis to 0.75% of the Contract Value allocated to the variable investment options. The charge is in addition to the charge for the applicable death benefit.

Highest Daily Lifetime Five is similar to our Lifetime Five and Spousal Lifetime Five benefits, in that under each such benefit, there is a "protected withdrawal value" that serves as the basis for withdrawals you can make (which we may refer to as "Total Protected Withdrawal Value", for Highest Daily Lifetime Five only). As we discuss in more detail later, we guarantee this protected withdrawal value, even if your Contract Value declines. Thus, as a participant in one of these benefits, you are assured of a certain amount that you can withdraw, even if there is a significant decline in the securities markets. Highest Daily Lifetime Five Benefit differs from Lifetime Five and Spousal Lifetime Five in that (a) the Protected Withdrawal Value is determined based on the highest daily Contract Value and (b) we require you to participate in an asset transfer program, under which your Contract Value may be transferred periodically between the variable investment options and the Benefit Fixed Rate Account (which is part of our general account). This formula is described more fully in Appendix C. We operate the asset transfer program under a formula, which is described in the portion of Section 5 concerning the Highest Daily Lifetime Five Benefit. As discussed in Section 5, when you elect Highest Daily Lifetime Five, the asset transfer formula is made a part of your annuity contract, and thus may not be altered thereafter. However, we do reserve the right to amend the formula for new-issued annuity contracts that elect Highest Daily Lifetime Five and for existing contracts that elect the benefit in the future. As we discuss in more detail later in this prospectus, this required asset transfer program helps us manage our financial exposure under Highest Daily Lifetime Five, by moving assets out of the variable investment options in the event of securities market declines. In essence, we seek to preserve the value of these assets, by transferring them to a more stable account. Of course, the formula also contemplates the transfer of assets from the Benefit Fixed Rate Account to the variable investment options in certain other scenarios.

Finally, we offer Highest Daily Lifetime Seven, an optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your Contract Value. Highest Daily Lifetime Seven is the same class of optional Benefit as our Lifetime Five Income Benefit, but differs (among other things) with respect to how the Protected Withdrawal Value is calculated and to how the lifetime withdrawals are calculated. Spousal Highest Daily Lifetime Seven is the spousal version of Highest Daily Lifetime Seven, and thus offers lifetime payments until the second-to-die of two spouses.

SECTION 6

What Is The Income Appreciator Benefit? The Income Appreciator Benefit is an optional benefit, available for an additional charge, that provides an additional income amount during the accumulation period or upon annuitization. The Income Appreciator Benefit is designed to provide you with additional funds that can be used to help defray the impact taxes may have on distributions from your contract. You can activate this benefit in one of three ways, as described in Section 6. Note, however, that the annuitization options within this benefit are limited.

SECTION 7

How Can I Purchase A Strategic Partners Annuity One 3 Contract? You can purchase this contract, unless we agree otherwise and subject to our rules, with a minimum initial purchase payment of \$10,000. You must get our prior approval for any initial and additional purchase payment of \$1,000,000 or more, unless we are prohibited under applicable state law from insisting on such prior approval. Generally, you can make additional purchase payments of \$500 (\$100 if made through electronic funds transfer) or more at any time during the accumulation phase of the contract. Your representative can help you fill out the proper forms. The Contract With Credit provides for the allocation of a credit with each purchase payment.

You may purchase this contract only if the oldest of the owner, joint owner, annuitant, or co-annuitant is age 85 or younger on the contract date. In addition, certain age limits apply to certain features and benefits described herein.

SECTION 8

What Are The Expenses Associated With The Strategic Partners Annuity One 3 Contract?

The contract has insurance features and investment features, both of which have related costs and charges.

. Each year (or upon full surrender) we deduct a contract maintenance charge if your Contract Value is less than \$75,000. This charge is currently equal to the lesser of \$35 or 2% of your Contract Value. We do not impose the contract maintenance charge if your Contract Value is \$75,000 or more. We may impose lesser charges in certain states.

. For insurance and administrative costs, we also deduct a daily charge based on the average daily value of all assets allocated to the variable investment options, depending on the death benefit (or other) option that you choose. The daily cost is equivalent to an annual charge as follows:

- 1.40% if you choose the base death benefit, -- 1.65% if you choose the roll-up or step-up Guaranteed Minimum Death Benefit option (i.e., 0.25% in addition to the base death benefit charge),
 - 1.75% if you choose the greater of the roll-up and step-up Guaranteed Minimum Death Benefit option (i.e., 0.35% in addition to the base death benefit charge),
 - 1.90% if you choose the Highest Daily Value Death Benefit (i.e., 0.50% in addition to the base death benefit charge), -- 0.60% if you choose the Lifetime Five Income Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit,
 - 0.75% if you choose the Spousal Lifetime Five Income Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit,
 - 0.60% if you choose the Highest Daily Lifetime Five Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit,
-

-- 0.60% of the Protected Withdrawal Value if you choose the Highest Daily Lifetime Seven Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit, or -- 0.75% of the Protected Withdrawal Value if you choose the Spousal Highest Daily Lifetime Seven Income Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit.

. We impose an additional insurance and administrative charge of 0.10% annually for the Contract With Credit.

. We will deduct an additional charge if you choose the Guaranteed Minimum Income Benefit. We deduct this annual charge from your Contract Value on the contract anniversary and upon certain other events. The charge for this benefit is equal to 0.50% for contracts sold on or after January 20, 2004, or upon subsequent state approval (0.45% for all other contracts), of the average GMIB protected value (1.00% maximum charge). (In some states this fee may be lower.)

. We will deduct an additional charge if you choose the Income Appreciator Benefit. We deduct this charge from your Contract Value on the contract anniversary and upon certain other events. The charge for this benefit is based on an annual rate of 0.25% of your Contract Value.

. We will deduct an additional charge if you choose the Earnings Appreciator supplemental death benefit. We deduct this charge from your Contract Value on the contract anniversary and upon certain other events. The charge for this benefit is based on an annual rate of 0.30% of your Contract Value.

. There are a few states/jurisdictions that assess a premium tax on us. In those states, we deduct a charge designed to approximate this tax, which can range from 0-3.5% of your Contract Value.

. There are also expenses associated with the mutual funds. For 2007, the fees of these funds ranged from 0.37% to 1.65% annually. For certain funds, expenses are reduced pursuant to expense waivers and comparable arrangements. In general, these expense waivers and comparable arrangements are not guaranteed, and may be terminated at any time.

. If you withdraw money (or you begin the income phase) less than seven contract anniversaries after making a purchase payment, then you may have to pay a withdrawal charge on all or part of the withdrawal. This charge ranges from 1-7% for the Contract Without Credit and 5-8% for the Contract With Credit. (In certain states reduced withdrawal charges may apply for certain ages. Your contract contains the applicable charges.)

For more information, including details about other possible charges under the contract, see "Summary Of Contract Expenses" and Section 8, "What Are The Expenses Associated With The Strategic Partners Annuity One 3 Contract?"

SECTION 9

How Can I Access My Money?

You may withdraw money at any time during the accumulation phase. You may, however, be subject to income tax and, if you make a withdrawal prior to age 59 1/2, an additional tax penalty as well. For the Contract Without Credit, if you withdraw money less than seven contract anniversaries after making a purchase payment, we may impose a withdrawal charge ranging from 1-7%. For the Contract With Credit, we may impose a withdrawal charge ranging from 5-8%. (In certain states reduced withdrawal charges may apply for certain ages. Your contract contains the applicable charges.)

Under the Market Value Adjustment Option, you will be subject to a market value adjustment if you make a withdrawal or transfer from the option prior to the end of a guarantee period.

SUMMARY FOR SECTIONS 1-11 continued

We offer optional living benefits--the Lifetime Five Income Benefit, Spousal Lifetime Five Income Benefit, Highest Daily Lifetime Five Benefit, Highest Daily Lifetime Seven Income Benefit, and Spousal Highest Daily Lifetime Seven Benefit under which we guarantee that certain amounts will be available to you for withdrawal, regardless of market-related declines in your Contract Value. You need not participate in any of these benefits in order to withdraw some or all of your money. You also may access your Income Appreciator Benefit through withdrawals.

SECTION 10

What Are The Tax Considerations Associated With The Strategic Partners Annuity One 3 Contract?

Your earnings are generally not taxed until withdrawn. If you withdraw money during the accumulation phase, the tax laws treat the withdrawal as a withdrawal of earnings, which are taxed as ordinary income. If you are younger than age 59 1/2 when you take money out, you may be charged a 10% federal tax penalty on the earnings in addition to ordinary taxation. A portion of the payments you receive during the income phase is considered a partial return of your original investment and therefore will not be taxable as income. Generally, all amounts withdrawn from an Individual Retirement Annuity (IRA) contract (excluding Roth IRAs) are taxable and subject to the 10% penalty if withdrawn prior to age 59 1/2.

SECTION 11

Other Information

This contract is issued by Pruco Life Insurance Company (Pruco Life), a subsidiary of The Prudential Insurance Company of America, and sold by registered representatives of affiliated and unaffiliated broker/dealers.

RISK FACTORS

There are various risks associated with an investment in the Market Value Adjustment Option that we summarize below.

Issuer Risk. The Market Value Adjustment Option, fixed interest rate options, and the contract's other insurance features are available under a contract issued by Pruco Life, and thus backed by the financial strength of that company. If Pruco Life were to experience significant financial adversity, it is possible that Pruco Life's ability to pay interest and principal under the Market Value Adjustment Option and fixed interest rate options and to fulfill its insurance guarantees could be impaired.

Risks Related To Changing Interest Rates. You do not participate directly in the investment experience of the bonds and other instruments that Pruco Life holds to support the Market Value Adjustment Option. Nonetheless, the market value adjustment formula reflects the effect that prevailing interest rates have on those bonds and other instruments. If you need to withdraw your money prior to the end of a guarantee period and during a period in which prevailing interest rates have risen above their level when you made your purchase, you will experience a "negative" market value adjustment. When we impose this market value adjustment, it could result in the loss of both the interest you have earned and a portion of your purchase payments. Thus, before you commit to a particular guarantee period, you should consider carefully whether you have the ability to remain invested throughout the guarantee period. In addition, we cannot, of course, assure you that the market value adjustment option will perform better than another investment that you might have made.

Risks Related To The Withdrawal Charge. We may impose withdrawal charges on amounts withdrawn from the market value adjustment option. If you anticipate needing to withdraw your money prior to the end of a guarantee period, you should be prepared to pay the withdrawal charge that we will impose.

SUMMARY OF CONTRACT EXPENSES

The purpose of this summary is to help you to understand the costs you will pay for Strategic Partners Annuity One 3. The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the contract. The first table describes the fees and expenses that you will pay at the time that you buy the contract, surrender the contract, or transfer cash value between investment options.

For more detailed information, including additional information about current and maximum charges, see Section 8, "What Are The Expenses Associated With The Strategic Partners Annuity One 3 Contract?" The individual fund prospectuses contain detailed expense information about the underlying mutual funds.

CONTRACT OWNER TRANSACTION EXPENSES

WITHDRAWAL CHARGE /1/

NUMBER OF CONTRACT ANNIVERSARIES SINCE PURCHASE PAYMENT	CONTRACT WITH CREDIT	CONTRACT WITHOUT CREDIT

0	8%	7%

1	8%	6%

2	8%	5%

3	8%	4%

4	7%	3%

5	6%	2%

6	5%	1%

7	0%	0%

MAXIMUM TRANSFER FEE

Each transfer after 12 /2/	\$30.00

Each transfer after 20 (Beneficiary Continuation Option only)	\$10.00

Charge for premium Tax Imposed on us by certain States/Jurisdictions /3/

Up to 3.5% of Contract Value

1 Each contract year, you may withdraw a specified amount of your Contract Value without incurring a withdrawal charge. We will waive the withdrawal charge if we pay a death benefit or under certain other circumstances. See "Withdrawal Charge" in Section 8. In certain states reduced withdrawal charges may apply under the Contract with Credit. Your contract contains the applicable charges.

2 Currently, we charge \$25 for each transfer after the twelfth in a contract year. As shown in the table, we can increase that charge up to a maximum of \$30, but have no current intention to do so. We will not charge you for transfers made in connection with Dollar Cost Averaging and Auto-Rebalancing or transfers from the market value adjustment option at the end of a guarantee period, and do not count them toward the limit of 12 free transfers per year.

3 We reserve the right to deduct the charge either at the time the tax is imposed, upon a full surrender of the Annuity, or upon annuitization.

SUMMARY OF CONTRACT EXPENSES continued

The next table describes the fees and expenses you will pay periodically during the time that you own the contract, not including underlying mutual fund fees and expenses.

PERIODIC ACCOUNT EXPENSES

Maximum Contract Maintenance Charge and Contract Charge Upon Full Withdrawal /4/	\$60.00

Maximum Annual Contract Fee if Contract Value is less than \$25,000
(Beneficiary Continuation option ONLY)

INSURANCE AND ADMINISTRATIVE EXPENSES WITH THE INDICATED BENEFITS
As a Percentage of Contract Value in Variable Investment Options (except as indicated):

	CONTRACT WITH CREDIT	CONTRACT WITHOUT CREDIT
Maximum charge for Lifetime Five /5/	1.50%	1.50%
Maximum charge for Spousal Lifetime Five /5/	1.50%	1.50%
Maximum charge for Highest Daily Lifetime Five /5/	1.50%	1.50%
Maximum charge for Highest Daily Lifetime Seven /5/	1.50%	1.50%
Maximum charge for Spousal Highest Daily Lifetime Seven /5/	1.50%	1.50%
Lifetime Five Income Benefit (current charge)	0.60%	0.60%
Spousal Lifetime Five Income Benefit (current charge)	0.75%	0.75%
Highest Daily Lifetime Five Income Benefit (current charge)	0.60%	0.60%
Highest Daily Lifetime Seven (current charge): assessed against Protected Withdrawal Value /6/	0.60%	0.60%
Spousal Highest Daily Lifetime Seven (current charge): assessed against Protected Withdrawal Value /6/	0.75%	0.75%
Base Death Benefit	1.50%	1.40%
Guaranteed Minimum Death Benefit Option - Roll-Up or Step-Up	1.75%	1.65%
Guaranteed Minimum Death Benefit Option - Greater of Roll-Up or Step-Up	1.85%	1.75%
Highest Daily Value Death Benefit	2.00%	1.90%
Maximum Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals as a percentage of average GMIB Protected Value /7/	1.00%	1.00%
Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals (for contracts sold on or after January 20, 2004 or upon subsequent state approval) - as a percentage of average GMIB Protected Value (current charge)	0.50%	0.50%
Annual Income Appreciator Benefit Charge and Charge Upon Certain Withdrawals /8/	0.25%	0.25%
Annual Earnings Appreciator Benefit Charge and Charge Upon Certain Transactions /9/	0.30%	0.30%
Settlement Service Charge (if the Owner's beneficiary elects the Beneficiary Continuation Option) /10/	1.00%	1.00%

4: Currently, we waive this fee if your Contract Value is greater than or equal to \$75,000 (waived if Contract Value is greater than or equal to \$25,000 for Beneficiary Continuation Option). If your Contract Value is less than \$75,000, we currently charge the lesser of \$35 or 2% of your Contract Value. This is a single fee that we assess (a) annually or

(b) upon full withdrawal made on a date other than a contract anniversary. As shown in the table, we can increase this fee in the future up to a maximum of \$60, but we have no current intention to do so. This charge may be lower in certain states. 5: We reserve the right to increase the charge to the maximum charge indicated upon any step-up or reset under the benefit, or a new election of the benefit. However, we have no present intention of doing so.

6: With respect to Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven, the 0.60% charge and 0.75% charge, respectively, is assessed against the Protected Withdrawal Value. With respect to each of Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven, one-fourth of the annual charge is deducted at the end of each quarter, where the quarters are part of years that have as their anniversary the date that the benefit was elected. The fee is taken out of Contract Value in the variable investment options. These optional benefits are not available under the Beneficiary Continuation Option.

7: We impose this charge only if you choose the Guaranteed Minimum Income Benefit. This charge is equal to 0.50% for contracts sold on or after January 20, 2004, or upon subsequent state approval (0.45% for all other contracts) of the average GMIB protected value, which is calculated daily and generally is equal to the GMIB roll-up value. The fee is withdrawn from each variable investment option in the same proportion as the Contract Value allocated to that variable investment option represents to the total Contract Value in all variable investment options. In some states this charge is 0.30%, see your contract for details. Subject to certain age or duration restrictions, the roll-up value is the total of all invested purchase payments (after a reset, the Contract Value at the time of the reset) compounded daily at an effective annual rate of 5%, subject to a cap of 200% of all invested purchase payments. Withdrawals reduce both the roll-up value and the 200% cap. The reduction is equal to the amount of the withdrawal for the first 5% of the roll-up value, calculated as of the latest contract anniversary (or contract date). The amount of the withdrawal in excess of 5% of the roll-up value further reduces the roll-up value and 200% cap proportionally to the additional reduction in Contract Value after the first 5% withdrawal occurs. We assess this fee each contract anniversary and when you begin the income phase of your contract. We also assess this fee if you make a full withdrawal, but prorate the fee based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted. If you make a partial withdrawal, we will assess the prorated fee if the remaining Contract Value after the withdrawal would be less than the amount of the prorated fee; otherwise we will not assess the fee at that time. We reserve the right to increase this charge up to the maximum indicated upon any reset of the benefit or new election.

8: We impose this charge only if you choose the Income Appreciator Benefit.

The charge for this benefit is based on an annual rate of 0.25% of your Contract Value. The Income Appreciator Benefit charge is calculated: on each contract anniversary, on the annuity date, upon the death of the sole owner or first to die of the owner or joint owner prior to the annuity date, upon a full or partial withdrawal, and upon a subsequent purchase payment. The fee is based on the Contract Value at the time of the calculation, and is prorated based on the portion of the contract year since the date that the charge was last deducted. Although it may be calculated more often, it is deducted only: on each contract anniversary, on the annuity date, upon the death of the sole owner or first to die of the owner or joint owners prior to the annuity date, upon a full withdrawal, and upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then-applicable charge. With respect to full and partial withdrawals, we prorate the fee based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted. We reserve the right to calculate and deduct the fee more frequently than annually, such as quarterly. 9: We impose this charge only if you choose the Earnings Appreciator Benefit.

The charge for this benefit is based on an annual rate of 0.30% of your Contract Value. Although the charge may be calculated more often, it is deducted only: on each contract anniversary, on the annuity date, upon the death of the sole owner or first to die of the owner or joint owner prior to the annuity date, upon a full withdrawal, and upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then-applicable earnings appreciator charge. We reserve the right to calculate and deduct the fee more frequently than annually, such as quarterly.

10: The other Insurance and Administrative Expense Charges do not apply if you are a beneficiary under the Beneficiary Continuation Option. Instead, the Settlement Service Charge set forth here applies, if your beneficiary elects the Beneficiary Continuation Option. The 1.00% charge is an annual charge that is assessed daily against the assets in the variable investment options.

TOTAL ANNUAL MUTUAL FUND OPERATING
EXPENSES

The next item shows the minimum and maximum total operating expenses (expenses that are deducted from underlying mutual fund assets, including management fees, distribution and/or service (12b-1) fees, and other expenses) charged by the underlying mutual funds that you may pay periodically during the time that you own the contract. More detail concerning each underlying mutual fund's fees and expenses is contained below and in the prospectus for each underlying mutual fund. The minimum and maximum total operating expenses depicted below are based on historical fund expenses for the year ended December 31, 2007. Fund expenses are not fixed or guaranteed by the Strategic Partners Annuity One 3 contract, and may vary from year to year.

	MINIMUM	MAXIMUM
Total Annual Underlying Mutual Fund	0.37%	1.65%
Operating Expenses*		

* See "Summary of Contract Expenses" - Underlying Mutual Fund Portfolio Annual Expenses for more detail on the expenses of the underlying mutual funds.

UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

(as a percentage of the average net assets of the underlying Portfolios)

For the year ended December 31, 2007

UNDERLYING PORTFOLIO	Management Fee /4/	Other Expenses	12b-1 Fees Portfolio & Expenses /6/	Acquired Portfolio Fees	Total Annual
Advanced Series Trust /1,3/					
AST Advanced Strategies	0.85%	0.15%	0.00%	0.04%	1.04%
AST Aggressive Asset Allocation /2/	0.15%	0.03%	0.00%	0.96%	1.14%
AST AllianceBernstein Core Value	0.75%	0.11%	0.00%	0.00%	0.86%
AST AllianceBernstein Growth & Income	0.75%	0.08%	0.00%	0.00%	0.83%
AST American Century Income & Growth	0.75%	0.11%	0.00%	0.00%	0.86%

SUMMARY OF CONTRACT EXPENSES continued

UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

(as a percentage of the average net assets of the underlying Portfolios)

For the year ended December 31, 2007

UNDERLYING PORTFOLIO	Management Fee /4/ Expenses	Other Portfolio Fees & Expenses /6/ Expenses	12b-1 Fees Portfolio Expenses	Acquired	Total Annual
AST American Century Strategic Allocation	0.85%	0.25%	0.00%	0.00%	1.10%
AST Balanced Asset Allocation /2/	0.15%	0.01%	0.00%	0.90%	1.06%
AST Capital Growth Asset Allocation /2/	0.15%	0.01%	0.00%	0.93%	1.09%
AST Cohen & Steers Realty Portfolio	1.00%	0.12%	0.00%	0.00%	1.12%
AST Conservative Asset Allocation /2/	0.15%	0.02%	0.00%	0.87%	1.04%
AST DeAM Large-Cap Value	0.85%	0.11%	0.00%	0.00%	0.96%
AST DeAM Small-Cap Value	0.95%	0.18%	0.00%	0.00%	1.13%
AST Federated Aggressive Growth	0.95%	0.11%	0.00%	0.00%	1.06%
AST First Trust Balanced Target	0.85%	0.11%	0.00%	0.00%	0.96%
AST First Trust Capital Appreciation Target	0.85%	0.11%	0.00%	0.00%	0.96%
AST Goldman Sachs Concentrated Growth	0.90%	0.10%	0.00%	0.00%	1.00%
AST Goldman Sachs Mid-Cap Growth	1.00%	0.12%	0.00%	0.00%	1.12%
AST High Yield	0.75%	0.12%	0.00%	0.00%	0.87%
AST Investment Grade Bond /5/	0.65%	0.99%	0.00%	0.00%	1.64%
AST JPMorgan International Equity	0.87%	0.13%	0.00%	0.00%	1.00%
AST Large-Cap Value	0.75%	0.08%	0.00%	0.00%	0.83%
AST Lord Abbett Bond-Debenture	0.80%	0.11%	0.00%	0.00%	0.91%
AST Marsico Capital Growth	0.90%	0.08%	0.00%	0.00%	0.98%
AST MFS Global Equity	1.00%	0.21%	0.00%	0.00%	1.21%
AST MFS Growth	0.90%	0.12%	0.00%	0.00%	1.02%
AST Mid-Cap Value	0.95%	0.14%	0.00%	0.00%	1.09%
AST Neuberger Berman Mid-Cap Growth	0.90%	0.10%	0.00%	0.00%	1.00%
AST Neuberger Berman Mid-Cap Value	0.89%	0.10%	0.00%	0.00%	0.99%
AST Neuberger Berman Small-Cap Growth	0.95%	0.12%	0.00%	0.00%	1.07%
AST PIMCO Limited Maturity Bond	0.65%	0.11%	0.00%	0.00%	0.76%
AST Preservation Asset Allocation /2/	0.15%	0.03%	0.00%	0.82%	1.00%
AST QMA US Equity Alpha	1.00%	0.63%	0.00%	0.00%	1.63%
AST Small-Cap Growth	0.90%	0.15%	0.00%	0.00%	1.05%
AST Small-Cap Value	0.90%	0.10%	0.00%	0.00%	1.00%
AST T. Rowe Price Asset Allocation	0.85%	0.12%	0.00%	0.00%	0.97%
AST T. Rowe Price Global Bond	0.80%	0.13%	0.00%	0.00%	0.93%
AST T. Rowe Price Natural Resources	0.90%	0.10%	0.00%	0.00%	1.00%
AST T. Rowe Price Large-Cap Growth	0.88%	0.08%	0.00%	0.00%	0.96%
AST UBS Dynamic Alpha Strategy	1.00%	0.13%	0.00%	0.02%	1.15%
AST Western Asset Core Plus Bond /5/	0.70%	0.10%	0.00%	0.02%	0.82%
The Prudential Series Fund /7,8,9/					
Equity Portfolio	0.45%	0.02%	0.00%	0.00%	0.47%
Global Portfolio	0.75%	0.06%	0.00%	0.00%	0.81%
Jennison Portfolio	0.60%	0.02%	0.00%	0.00%	0.62%
Money Market Portfolio	0.40%	0.03%	0.00%	0.00%	0.43%
Stock Index Portfolio /10/	0.35%	0.02%	0.00%	0.00%	0.37%
Value Portfolio	0.40%	0.03%	0.00%	0.00%	0.43%
SP Aggressive Growth Asset Allocation Portfolio	0.05%	0.06%	0.00%	0.85%	0.96%
SP Balanced Asset Allocation Portfolio	0.05%	0.01%	0.00%	0.79%	0.85%
SP Conservative Asset Allocation Portfolio	0.05%	0.02%	0.00%	0.75%	0.82%
SP Davis Value Portfolio	0.75%	0.05%	0.00%	0.00%	0.80%
SP Growth Asset Allocation Portfolio	0.05%	0.01%	0.00%	0.83%	0.89%
SP International Growth Portfolio	0.85%	0.09%	0.00%	0.00%	0.94%
SP International Value Portfolio	0.90%	0.09%	0.00%	0.00%	0.99%
SP Mid Cap Growth Portfolio	0.80%	0.07%	0.00%	0.00%	0.87%

UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

(as a percentage of the average net assets of the underlying Portfolios)

For the year ended December 31, 2007

UNDERLYING PORTFOLIO	Management Fee /4/ Expenses	Other Portfolio Fees & Expenses /6/ Expenses	12b-1 Fees Portfolio Expenses	Acquired	Total Annual
SP PIMCO High Yield Portfolio	0.60%	0.09%	0.00%	0.00%	0.69%
SP PIMCO Total Return Portfolio	0.60%	0.07%	0.00%	0.00%	0.67%
SP Prudential U.S. Emerging Growth Portfolio	0.60%	0.05%	0.00%	0.00%	0.65%
SP Small Cap Value Portfolio	0.90%	0.06%	0.00%	0.00%	0.96%
SP Strategic Partners Focused Growth Portfolio	0.90%	0.25%	0.00%	0.00%	1.15%
Janus Aspen Series					
Large Cap Growth Portfolio--Service Shares	0.64%	0.02%	0.25%	0.01%	0.92%
Nationwide Variable Insurance Trust					
Gartmore NVIT Developing Markets	1.05%	0.35%	0.25%	N/A	1.65%

1 The Fund has entered into arrangements with the issuers of the variable insurance products offering the Portfolios under which the Fund compensates the issuers 0.10% for providing ongoing services to Portfolio shareholders in lieu of the Fund providing such services directly to shareholders. Amounts paid under these arrangements are included in "Other Expenses." Subject to the expense limitations set forth below, for each Portfolio of the Fund other than the Dynamic Asset Allocation Portfolios, 0.03% of the 0.10% administrative services fee is voluntarily waived. The Dynamic Asset Allocation Portfolios do not directly pay any portion of the 0.10% administrative service fee. The Acquired Portfolios in which the Dynamic Asset Allocation Portfolios invest, however, are subject to the administrative services fee. With respect to the AST QMA US Equity Alpha Portfolio, "Other Expenses" includes dividend expenses on short sales and interest expenses on short sales. Our reference above to the Dynamic Asset Allocation Portfolios refers to these portfolios: AST Aggressive Asset Allocation, AST Balanced Asset Allocation, AST Capital Growth Asset Allocation, AST Conservative Asset Allocation, and AST Preservation Asset Allocation.

2 Some of the Portfolios invest in other investment companies (the Acquired Portfolios). For example, each Dynamic Asset Allocation Portfolio invests primarily in shares of other Portfolios of Advanced Series Trust. Investors in a Portfolio indirectly bear the fees and expenses of the Acquired Portfolios. The expenses shown under "Acquired Portfolio Fees and Expenses" represent a weighted average of the expense ratios of the Acquired Portfolios in which each Portfolio invested during the year ended December 31, 2007. The Dynamic Asset Allocation Portfolios do not pay any transaction fees when purchasing or redeeming shares of the Acquired Portfolios. Our reference above to the Dynamic Asset Allocation Portfolios refers to these portfolios: AST Aggressive Asset Allocation, AST Balanced Asset Allocation, AST Capital Growth Asset Allocation, AST Conservative Asset Allocation, and AST Preservation Asset Allocation. 3 Prudential Investments LLC and AST Investment Services, Inc. have voluntarily agreed to waive a portion of their management fee and/or limit total expenses (expressed as an annual percentage of average daily net assets) for certain Portfolios of the Fund. These arrangements, which are set forth as follows, may be discontinued or otherwise modified at any time. AST American Century Strategic Allocation: 1.25%; AST Cohen & Steers Realty: 1.45%; AST DeAM Small-Cap Value: 1.14%; AST Goldman Sachs Concentrated Growth: 0.86%; AST Goldman Sachs Mid-Cap Growth: 1.12%; AST High Yield: 0.88%; AST JPMorgan International Equity: 1.01%; AST Large-Cap Value: 1.20%; AST Lord Abbett Bond-Debenture: 0.88%; AST MFS Growth: 1.35%; AST Marsico Capital Growth: 1.35%; AST Mid-Cap Value: 1.45%; AST Neuberger Berman Mid-Cap Growth: 1.25%; AST Neuberger Berman Mid-Cap Value: 1.25%; AST PIMCO Limited Maturity Bond: 1.05%; AST T. Rowe Price Asset Allocation: 1.25%; AST T. Rowe Price Natural Resources: 1.35%. 4 The management fee rate shown in the "management fees" column represents the actual fee rate paid by the indicated Portfolio for the fiscal year ended December 31, 2007, except that the fee rate shown does not reflect the impact of any voluntary management fee waivers that may be applicable and which would result in a reduction in the fee rate paid by the Portfolio. The management fee rate for certain Portfolios may include "breakpoints" which are reduced fee rates that are applicable at specified levels of Portfolio assets; the effective fee rates shown in the table reflect and incorporate any fee "breakpoints" which may be applicable. 5 The Western Asset Core Plus Bond Portfolio is based on estimated expenses for 2008 and current period average daily net assets. The AST Investment Grade Bond Portfolio expenses are based on estimated expenses for 2008 at an estimated asset level.

6 Acquired Fund Fees and Expenses are not fees or expenses incurred by the fund directly but are expenses of the investment companies in which the fund invests. You incur these fees and expenses indirectly through the valuation of the fund's investment in those investment companies. As a result, the Total Annual Portfolio Operating Expenses listed above may exceed the expense limit numbers. The impact of the acquired fund fees and expenses are included in the total returns of the Fund.

7 Investors incur certain fees and expenses in connection with an investment in the Fund's Portfolios. The following table shows the fees and expenses that you may incur if you invest in Class 1 shares of the Portfolios through a variable annuity contract. The fees and expenses shown below are based the fees and expenses incurred in the year ended December 31, 2007 (except as explained in the footnotes) and are expressed

as a percentage of the average daily net assets of each Portfolio. The table does not include annuity contract charges. Because annuity contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the following table. See this prospectus for the fees and expenses under the annuity contract. 8 Some of the Portfolios invest in other investment companies (the Acquired Portfolios). For example, each SP Asset Allocation Portfolio invests in shares of other Portfolios of the Fund, and some Portfolios invest in other funds, including the Dryden Core Investment Fund. Investors in a Portfolio indirectly bear the fees and expenses of the Acquired Portfolios. The expenses shown in the column "Acquired Portfolio Fees and Expenses" represent a weighted average of the expense ratios of the Acquired Portfolios in which each Portfolio invested during the year ended December 31, 2007. The SP Asset Allocation Portfolios do not pay any transaction fees when purchasing or redeeming shares of the Acquired Portfolios. Each of the Asset Allocation Portfolios is responsible for the payment of its own "Other Expenses," including, without limitation, custodian fees, legal fees, trustee fees and audit fee, in accordance with the terms of the management agreement.

9 Prudential Investments LLC has voluntarily agreed to waive a portion of its management fee and/or limit total expenses (expressed as an annual percentage of average daily net assets) for certain Portfolios of the Fund. These arrangements, which are set forth as follows for Class 1 shares, may be discontinued or

SUMMARY OF CONTRACT EXPENSES continued

otherwise modified at any time. Stock Index Portfolio: 0.75%; Value Portfolio: 0.75%; SP International Growth Portfolio: 1.24%; SP Mid Cap Growth Portfolio: 1.00%; SP Small Cap Value Portfolio: 1.05%; SP Strategic Partners Focused Growth Portfolio: 1.25%.

10 The Portfolio's contractual management fee rate is as follows: 0.35% for average net assets up to \$4 billion, and 0.30% for average net assets in excess of \$4 billion.

EXPENSE EXAMPLES

These examples are intended to help you compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include contract owner transaction expenses, contract fees, separate account annual expenses, and underlying mutual fund fees and expenses.

The examples assume that you invest \$10,000 in the contract for the time periods indicated. The examples also assume that your investment has a 5% return each year and assume the maximum fees and expenses of any of the mutual funds, which do not reflect any expense reimbursements or waivers. Although your actual costs may be higher or lower, based on these assumptions, your costs would be as indicated in the tables that follow.

Example 1a: Contract With Credit: Highest Daily Value Death Benefit; Guaranteed Minimum Income Benefit; Earnings Appreciator Benefit, Income Appreciator Benefit, and You Withdraw All Your Assets

This example assumes that:

- . You invest \$10,000 in the Contract With Credit;
 - . You choose the Highest Daily Value Death Benefit;
 - . You choose the Guaranteed Minimum Income Benefit (for contracts sold on or after January 20, 2004, or upon subsequent state approval);
 - . You choose the Earnings Appreciator Benefit;
-

- . You choose the Income Appreciator Benefit;
- . You allocate all of your assets to the variable investment option having the maximum total operating expenses*;
- . The investment has a 5% return each year;
- . The mutual fund's total operating expenses remain the same each year;
- . For each separate account charge, we deduct the maximum charge rather than any current charge; and
- . You withdraw all your assets at the end of the indicated period.

* Note: Not all portfolios offered are available if you elect certain optional benefits.

Example 1b: Contract With Credit: Highest Daily Value Death Benefit, Guaranteed Minimum Income Benefit, Earnings Appreciator Benefit, Income Appreciator Benefit, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 1a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 2a: Contract Without Credit: Highest Daily Value Death Benefit, Guaranteed Minimum Income Benefit, Earnings Appreciator Benefit, Income Appreciator Benefit, and You Withdraw All Your Assets

This example makes exactly the same assumptions as Example 1a except that it assumes that you invest in the Contract Without Credit.

Example 2b: Contract Without Credit: Highest Daily Value Death Benefit, Guaranteed Minimum Income Benefit, Earnings Appreciator Benefit, Income Appreciator Benefit and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 2a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 3a: Contract With Credit: Base Death Benefit, and You Withdraw All Your Assets

This example assumes that:

- . You invest \$10,000 in the Contract With Credit;
- . You do not choose any optional insurance benefit;
- . You allocate all of your assets to the variable investment option having the maximum total operating expenses;
- . The investment has a 5% return each year;
- . The mutual fund's total operating expenses remain the same each year;

-
- . For each separate account charge, we deduct the maximum charge rather than any current charge; and

. You withdraw all your assets at the end of the indicated period.

Example 3b: Contract With Credit: Base Death Benefit, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 3a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 4a: Contract Without Credit: Base Death Benefit, and You Withdraw All Your Assets

This example makes exactly the same assumptions as Example 3a except that it assumes that you invest in the Contract Without Credit.

Example 4b: Contract Without Credit: Base Death Benefit, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 4a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Notes for Expense Examples:

These examples should not be considered a representation of past or future expenses. Actual expenses may be greater or less than those shown.

Note that withdrawal charges (which are reflected in Examples 1a, 2a, 3a and 4a) are assessed in connection with some annuity options, but not others.

The values shown in the 10 year column are the same for Example 4a and 4b, the same for Example 3a and 3b, the same for Example 2a and 2b, and the same for Example 1a and 1b. This is because if 10 years have elapsed since your last purchase payment, we would no longer deduct withdrawal charges when you make a withdrawal. The indicated examples reflect the maximum withdrawal charges, but in certain states reduced withdrawal charges may apply for certain ages.

The examples use an average contract maintenance charge, which we calculated based on our general estimate of the total contract fees we expect to collect in 2008. Your actual fees will vary based on the amount of your contract and your specific allocation among the investment options.

Premium taxes are not reflected in the examples. We deduct a charge to approximate premium taxes that may be imposed on us in your state.

A table of accumulation unit values appears in Appendix A to this prospectus.

Contract with Credit: Highest Daily Value Death Benefit; Guaranteed Minimum Income Benefit; Earnings Appreciator Benefit; Income Appreciator Benefit

Example 1a: If You Withdraw Your Assets Example 1b: If You Do Not Withdraw Your Assets

Example 1a: If You Withdraw Your Assets				Example 1b: If You Do Not Withdraw Your Assets			
1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,323	\$2,455	\$3,482	\$5,579	\$571	\$1,703	\$2,824	\$5,579

Contract Without Credit: Highest Daily Value Death Benefit; Guaranteed Minimum Income Benefit; Earnings Appreciator Benefit; Income Appreciator benefit

Example 2a: If You Withdraw Your Assets Example 2b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,169	\$2,060	\$2,943	\$5,293	\$539	\$1,610	\$2,673	\$5,293

19

EXPENSE EXAMPLES continued

Contract With Credit: Base Death Benefit

Example 3a: If You Withdraw Your Assets Example 3b: If you Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,114	\$1,854	\$2,523	\$3,879	\$362	\$1,102	\$1,865	\$3,879

Contract Without Credit: Base Death Benefit

Example 4a: If You Withdraw Your assets Example 4b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$968	\$1,480	\$2,015	\$3,640	\$338	\$1,030	\$1,745	\$3,640

20

1: WHAT IS THE STRATEGIC PARTNERS ANNUITY ONE 3 VARIABLE ANNUITY?

The Strategic Partners Annuity One 3 Variable Annuity is a contract between you, the owner, and US, Pruco Life Insurance Company (Pruco Life, we or us).

Under our contract, in exchange for your payment to us, we promise to pay you a guaranteed income stream that can begin any time on or after the third contract anniversary. Your annuity is in the accumulation phase until you decide to begin receiving annuity payments. The date you begin receiving annuity payments is the annuity date. On the annuity date, your contract switches to the income phase.

This annuity contract benefits from tax deferral when it is sold outside a tax-favored plan (generally called a non-qualified annuity). Tax deferral means that you are not taxed on earnings or appreciation on the assets in your contract until you withdraw money from your contract.

If you purchase the annuity contract in a tax-favored plan such as an IRA, that plan generally provides tax deferral even without investing in an annuity contract. In other words, you need not purchase this contract to gain the preferential tax treatment provided by your retirement plan. Therefore, before purchasing an annuity in a tax-favored plan, you should consider whether its features and benefits beyond tax deferral, including the death benefit and income benefits, meet your needs and goals. You should consider the relative features, benefits and costs of this annuity compared with any other investment that you may use in connection with your retirement plan or arrangement.

There are two basic versions of Strategic Partners Annuity One 3 variable annuity.

Contract With Credit.

- . provides for a bonus credit that we add to each purchase payment that you make,
- . has higher withdrawal charges and insurance and administrative costs than the Contract Without Credit,
- . may provide a lower interest rate for fixed interest rate options and the Market Value Adjustment Option than the Contract Without Credit, and
- . may provide fewer available market value adjustment guarantee periods than the Contract Without Credit.

Contract Without Credit.

- . does not provide a credit,
- . has lower withdrawal charges and insurance and administrative costs than the Contract With Credit,
- . may provide a higher interest rate for fixed interest rate options and the Market Value Adjustment Option than the Contract With Credit, and
- . may provide more market value adjustment guarantee periods than the Contract With Credit.

Unless we state otherwise, when we use the word contract, it applies to both versions.

In replacing another annuity you may own, please consider all charges associated with that annuity. Credits applicable to bonus products, such as the Contract With Credit, should not be viewed as an offset of any surrender charge that applies to another annuity contract you may currently own.

Because of the higher withdrawal charges, if you choose the Contract With Credit and you withdraw a purchase payment, depending upon the performance of the investment options you choose, you may be worse off than if you had chosen the Contract Without Credit. We do not recommend purchase of either version of Strategic Partners Annuity One 3 if you anticipate having to withdraw a significant amount of your purchase payments within a few years of making those purchase payments.

Strategic Partners Annuity One 3 is a variable annuity contract. During the accumulation phase, you can allocate your assets among the variable investment options, guaranteed fixed interest rate options and a market value adjustment option. If you select variable investment options, the amount of money you are able to accumulate in your contract during the accumulation phase depends upon the investment performance of the underlying mutual fund(s) associated with that variable investment option.

Because the underlying mutual funds' portfolios fluctuate in value depending upon market conditions, your Contract Value can either increase or decrease. This is important, since the amount of the annuity payments you receive during the income phase depends upon the value of your contract at the time you begin receiving payments.

As the owner of the contract, you have all of the decision-making rights under the contract. You will also be the annuitant unless you designate someone else. The annuitant is the person whose life is used to determine how much and how long (if applicable) the annuity payments will continue once the annuity phase begins. On or after the annuity date, the annuitant may not be changed.

The beneficiary is the person(s) or entity you designate to receive any death benefit. You may change the beneficiary any time prior to the annuity date by making a written request to us.

SHORT TERM CANCELLATION RIGHT OR "FREE LOOK"

If you change your mind about owning Strategic Partners Annuity One 3, you may cancel your contract within 10 days after receiving it (or whatever period is required by applicable law). You can request a refund by returning the contract either to the representative who sold it to you, or to the Prudential Annuity Service Center at the address shown on the first page of this prospectus. You will receive, depending on applicable state law:

. Your full purchase payment, less any applicable federal and state income tax withholding; or

. The amount your contract is worth as of the day we receive your request, less any applicable federal and state income tax withholding. This amount may be more or less than your original payment. We impose neither a withdrawal charge nor any market value adjustment if you cancel your contract under this provision.

If you have purchased the Contract With Credit, we will deduct any credit we had added to your Contract Value. To the extent dictated by state law, we will include in your refund the amount of any fees and charges that we deducted.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE?

The contract gives you the choice of allocating your purchase payments to any of the variable investment options, fixed interest rate options, and a market value adjustment option.

The variable investment options invest in underlying mutual funds managed by leading investment advisers. These underlying mutual funds may sell their shares to both variable annuity and variable life separate accounts of different insurance companies, which could create the kinds of risks that are described in more detail in the current prospectus for the underlying mutual fund. The current prospectuses for the underlying mutual funds also contain other important information about the mutual funds. When you invest in a variable investment option that is funded by a mutual fund, you should read the mutual fund prospectus and keep it for future reference. The mutual fund options that you select are your choice. We do not recommend or endorse any particular underlying mutual fund.

VARIABLE INVESTMENT OPTIONS

The following chart classifies each of the portfolios based on our assessment of their investment style (as of the date of this prospectus). The chart also provides a description of each portfolio's investment objective and a short, summary description of their key policies to assist you in determining which portfolios may be of interest to you. What appears in the chart below is merely a summary - please consult the portfolio's prospectus for a comprehensive discussion of the portfolio's investment policies. There is no guarantee that any portfolio will meet its investment objective. The name of the adviser/subadviser for each portfolio appears next to the description.

The Jennison Portfolio, Prudential Equity Portfolio, Prudential Global Portfolio, Prudential Money Market Portfolio, Prudential Stock Index Portfolio, Prudential Value Portfolio, and each "SP" Portfolio of the Prudential Series Fund, are managed by an indirect, wholly-owned subsidiary of Prudential Financial, Inc. called Prudential Investments LLC (PI) under a "manager-of-managers" approach. The portfolios of the Advanced Series Trust are co-managed by PI and AST Investment Services, Inc., also under a manager-of-managers approach. AST Investment Services, Inc. is an indirect, wholly-owned subsidiary of Prudential Financial, Inc.

Under the manager-of-managers approach, PI and AST Investment Services, Inc. have the ability to assign sub-advisers to manage specific portions of a portfolio, and the portion managed by a sub-adviser may vary from 0% to 100% of the portfolio's assets. The sub-advisers that manage some or all of a portfolio are listed on the following chart.

Please note that we restrict the investment options in which you can participate, if you elect certain optional benefits. Thus, your participation in those benefits could result in your missing investment opportunities that might arise in investment options from which you are excluded. (Of course, potentially missing investment opportunities in investment options in which you do not participate is an inherent consequence of any investment choice, and generally speaking, it is your decision as to how to invest your purchase payments).

A fund or portfolio may have a similar name or an investment objective and investment policies resembling those of a mutual fund managed by the same investment adviser that is sold directly to the public. Despite such similarities, there can be no assurance that the investment performance of any such fund or portfolio will resemble that of the publicly available mutual fund.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

Pruco Life has entered into agreements with certain underlying portfolios and/or the investment adviser or distributor of such portfolios. Pruco Life may provide administrative and support services to such portfolios pursuant to the terms of these agreements and under which it receives a fee of up to 0.55% annually (as of May 1, 2008) of the average assets allocated to the portfolio under the contract. These agreements, including the fees paid and services provided, can vary for each underlying mutual fund whose portfolios are offered as sub-accounts.

In addition, an investment adviser, sub-adviser or distributor of the underlying portfolios may also compensate us by providing reimbursement, defraying the costs of, or paying directly for, among other things, marketing and/or administrative services and/or other services they provide in connection with the contract. These services may include, but are not limited to: sponsoring or co-sponsoring various promotional, educational or marketing meetings and seminars attended by distributors, wholesalers, and/or broker dealer firms' registered representatives, and creating marketing material discussing the contract, available options, and underlying portfolios. The amounts paid depend on the nature of the meetings, the number of meetings attended by the adviser, sub-adviser, or distributor, the number of participants and attendees at the meetings,

the costs expected to be incurred, and the level of the adviser's, sub-adviser's or distributor's participation. These payments or reimbursements may not be offered by all advisers, sub-advisers, or distributors, and the amounts of such payments may vary between and among each adviser, sub-adviser, and distributor depending on their respective participation. During 2007, with regard to amounts that were paid under these kinds of arrangements, the amounts ranged from approximately \$750 to approximately \$946,934. These amounts may have been paid to one or more Prudential-affiliated insurers issuing individual variable annuities.

As detailed in the Prudential Series Fund prospectus, although the Prudential Money Market Portfolio is designed to be a stable investment option, it is possible to lose money in that portfolio. For example, when prevailing short-term interest rates are very low, the yield on the Prudential Money Market Portfolio may be so low that, when separate account and contract charges are deducted, you experience a negative return.

Upon the introduction of the Advanced Series Trust Asset Allocation Portfolios on December 5, 2005, we ceased offering the Prudential Series Fund Asset Allocation Portfolios to new purchasers and to existing contract owners who had not previously invested in those Portfolios. However, a contract owner who had Contract Value allocated to a Prudential Series Fund Asset Allocation Portfolio prior to December 5, 2005 may continue to allocate purchase payments to that Portfolio after that date. In addition, after December 5, 2005, we ceased offering the Prudential Series Fund SP Large Cap Value Portfolio to new purchasers and to existing contract owners who had not previously invested in that Portfolio. However, a contract owner who had Contract Value allocated to the SP Large Cap Value Portfolio prior to December 5, 2005 may continue to allocate purchase payments to that Portfolio after that date.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

ADVANCED SERIES TRUST

ASSET	AST Advanced Strategies Portfolio:	LSV Asset
ALLOCA	seeks a high level of absolute	Management;
TION/	return. The Portfolio invests	Marsico Capital
BALANCED	primarily in a diversified portfolio	Management, LLC;
	of equity and fixed income	Pacific Investment
	securities across different	Management
	investment categories and investment	Company LLC
	managers. The Portfolio pursues a	(PIMCO); T. Rowe
	combination of traditional and	Price Associates,
	non-traditional investment	Inc.; William Blair
	strategies.	& Company, LLC

ASSET	AST Aggressive Asset Allocation	AST Investment
ALLOCA	Portfolio: seeks the highest	Services, Inc. &
TION/	potential total return consistent	Prudential
BALANCED	with its specified level of risk	Investments LLC/
	tolerance. The Portfolio will invest	Prudential
	its assets in several other Advanced	Investments LLC
	Series Trust Portfolios. Under	
	normal market conditions, the	
	Portfolio will devote approximately	
	100% of its net assets to underlying	
	portfolios investing primarily in	
	equity securities (with a range of	
	92.5% to 100%) and the remainder of	
	its net assets to underlying	
	portfolios investing primarily in	
	debt securities and money market	
	instruments (with a range of 0% -	
	7.5%).	

LARGE	AST AllianceBernstein Core Value	AllianceBernstein
CAP	Portfolio: seeks long-term capital	L.P.
VALUE	growth by investing primarily in	
	common stocks. The subadviser	
	expects that the majority of the	
	Portfolio's assets will be invested	
	in the common stocks of large	
	companies that appear to be	
	undervalued. Among other things, the	
	Portfolio seeks to identify	
	compelling buying opportunities	
	created when companies are	
	undervalued on the basis of investor	
	reactions to near-term problems or	
	circumstances even though their	
	long-term prospects remain sound.	
	The subadviser seeks to identify	
	individual companies with earnings	
	growth potential that may not be	
	recognized by the market at large.	

LARGE	AST AllianceBernstein Growth &	AllianceBernstein
CAP	Income Portfolio: seeks long-term	L.P.
VALUE	growth of capital and income while	
	attempting to avoid excessive	
	fluctuations in market value. The	
	Portfolio normally will invest in	
	common stocks (and securities	
	convertible into common stocks). The	
	subadviser will take a	
	value-oriented approach, in that it	
	will try to keep the Portfolio's	
	assets invested in securities that	
	are selling at reasonable valuations	
	in relation to their fundamental	
	business prospects.	

LARGE	AST American Century Income & Growth	American Century
CAP	Portfolio: seeks capital growth with	Investment
VALUE	current income as a secondary	Management, Inc.

objective. The Portfolio invests primarily in common stocks that offer potential for capital growth, and may, consistent with its investment objective, invest in stocks that offer potential for current income. The subadviser utilizes a quantitative management technique with a goal of building an equity portfolio that provides better returns than the S&P 500 Index without taking on significant additional risk and while attempting to create a dividend yield that will be greater than the S&P 500 Index.

ASSET AST American Century Strategic American Century
ALLOCA Allocation Portfolio: seeks Investment
TION/ long-term capital growth with some Management, Inc.
BALANCED regular income. The Portfolio will
invest, under normal circumstances,
in any type of U.S. or foreign
equity security that meets certain
fundamental and technical standards.
The portfolio managers will draw on
growth, value and quantitative
investment techniques in managing
the equity portion of the Portfolio
and diversify the Portfolio's
investments among small, medium and
large companies.

ASSET AST Balanced Asset Allocation AST Investment
ALLOCA Portfolio: seeks the highest Services, Inc. &
TION/ potential total return consistent Prudential
BALANCED with its specified level of risk Investments LLC/
tolerance. The Portfolio will invest Prudential
its assets in several other Advanced Investments LLC
Series Trust Portfolios. Under
normal market conditions, the
Portfolio will devote approximately
75% of its net assets to underlying
portfolios investing primarily in
equity securities (with a range of
67.5% to 80%), and 25% of its net
assets to underlying portfolios
investing primarily in debt
securities and money market
instruments (with a range of 20.0%
to 32.5%).

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
ASSET ALLOCA TION/ BALANCED	AST Capital Growth Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 65% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 57.5% to 72.5%, and 35% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 27.5% to 42.5%).	AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC
SPECIALTY	AST Cohen & Steers Realty Portfolio: seeks to maximize total return through investment in real estate securities. The Portfolio pursues its investment objective by investing, under normal circumstances, at least 80% of its net assets in common stocks and other equity securities issued by real estate companies, such as real estate investment trusts (REITs). Under normal circumstances, the Portfolio will invest substantially all of its assets in the equity securities of real estate companies, i.e., a company that derives at least 50% of its revenues from the ownership, construction, financing, management or sale of real estate or that has at least 50% of its assets in real estate. Real estate companies may include real estate investment trusts (REITs).	Cohen & Steers Capital Management, Inc.
ASSET ALLOCA TION/ BALANCED	AST Conservative Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 55% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 47.5% to 62.5%), and 45% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 37.5% to 52.5%).	AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC
LARGE CAP VALUE	AST DeAM Large-Cap Value Portfolio: seeks maximum growth of capital by investing primarily in the value stocks of larger companies. The Portfolio pursues its objective, under normal market conditions, by primarily investing at least 80% of the value of its assets in the equity securities of large-sized companies included in the Russell 1000(R) Value Index. The subadviser	Deutsche Investment Management Americas, Inc.

employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 1000(R) Value Index, but which attempts to outperform the Russell 1000(R) Value Index through active stock selection.

SMALL	AST DeAM Small-Cap Value Portfolio:	Deutsche
CAP	seeks maximum growth of investors'	Investment
VALUE	capital by investing primarily in	Management
	the value stocks of smaller	Americas, Inc.
	companies. The Portfolio pursues its	
	objective, under normal market	
	conditions, by primarily investing	
	at least 80% of its total assets in	
	the equity securities of small-sized	
	companies included in the Russell	
	2000(R) Value Index. The subadviser	
	employs an investment strategy	
	designed to maintain a portfolio of	
	equity securities which approximates	
	the market risk of those stocks	
	included in the Russell 2000(R)	
	Value Index, but which attempts to	
	outperform the Russell 2000(R) Value	
	Index.	

SMALL	AST Federated Aggressive Growth	Federated Equity
CAP	Portfolio: seeks capital growth. The	Management
GROWTH	Portfolio pursues its investment	Company of
	objective by investing primarily in	Pennsylvania/
	the stocks of small companies that	Federated Global
	are traded on national security	Investment
	exchanges, NASDAQ stock exchange and	Management Corp.;
	the over-the-counter-market. Small	Federated MDTA
	companies will be defined as	LLC
	companies with market	
	capitalizations similar to companies	
	in the Russell 2000 Growth Index.	

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
ASSET ALLOCA TION/ BALANCED	AST First Trust Balanced Target Portfolio: seeks long-term capital growth balanced by current income. The Portfolio seeks to achieve its objective by investing approximately 65% in common stocks and approximately 35% in fixed income securities. The Portfolio allocates the equity portion of the portfolio across five uniquely specialized strategies - The Dow(R) Target Dividend, the Value Line(R) Target 25, the Global Dividend Target 15, the NYSE(R) International Target 25, and the Target Small Cap. Each strategy employs a quantitative approach by screening common stocks for certain attributes and/or using a multi-factor scoring system to select the common stocks. The fixed income allocation is determined by the Dow Jones Income strategy which utilizes certain screens to select bonds from the Dow Jones Corporate Bond Index or like-bonds not in the index.	First Trust Advisors L.P.
ASSET ALLOCA TION/ BALANCED	AST First Trust Capital Appreciation Target Portfolio: seeks long-term capital growth. The Portfolio seeks to achieve its objective by investing approximately 80% in common stocks and 20% in fixed income securities. The portfolio allocates the equity portion of the portfolio across five uniquely specialized strategies - the Value Line(R) Target 25, the Global Dividend Target 15, the Target Small Cap, the Nasdaq(R) Target 15, and the NYSE(R) International Target 25. Each strategy employs a quantitative approach by screening common stocks for certain attributes and/or using a multi-factor scoring system to select the common stocks. The fixed income allocation is determined by the Dow Jones Income strategy which utilizes certain screens to select bonds from the Dow Jones Corporate Bond Index or like-bonds not in the index.	First Trust Advisors L.P.
LARGE CAP GROWTH	AST Goldman Sachs Concentrated Growth Portfolio: seeks long-term growth of capital. The Portfolio will pursue its objective by investing primarily in equity securities of companies that the subadviser believes have the potential to achieve capital appreciation over the long-term. The Portfolio seeks to achieve its investment objective by investing, under normal circumstances, in approximately 30 - 45 companies that are considered by the subadviser to be positioned for long-term growth.	Goldman Sachs Asset Management, L.P.
MID CAP GROWTH	AST Goldman Sachs Mid-Cap Growth Portfolio: seeks long-term capital growth. The Portfolio pursues its investment objective, by investing	Goldman Sachs Asset Management, L.P.

primarily in equity securities selected for their growth potential, and normally invests at least 80% of the value of its assets in medium-sized companies. Medium-sized companies are those whose market capitalizations (measured at the time of investment) fall within the range of companies in the Russell Mid-cap Growth Index. The subadviser seeks to identify individual companies with earnings growth potential that may not be recognized by the market at large.

FIXED INCOME	AST High Yield Portfolio: seeks maximum total return, consistent with preservation of capital and prudent investment management. The Portfolio invests, under normal circumstances, at least 80% of its net assets plus any borrowings for investment purposes (measured at time of purchase) in high yield, fixed-income securities that, at the time of purchase, are non-investment grade securities. Such securities are commonly referred to as "junk bonds".	Pacific Investment Management Company LLC (PIMCO)

FIXED INCOME	AST Investment Grade Bond Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance to meet the parameters established to support the Highest Daily Lifetime Seven benefits and maintain liquidity to support changes in market conditions for a fixed duration (weighted average maturity) of about 6 years. Please note that you may not make purchase payments to this Portfolio, and that this Portfolio is available only with certain living benefits.	Prudential Investment Management, Inc.

INTER NATIONAL EQUITY	AST JPMorgan International Equity Portfolio: seeks long-term capital growth by investing in a diversified portfolio of international equity securities. The Portfolio seeks to meet its objective by investing, under normal market conditions, at least 80% of its assets in a diversified portfolio of equity securities of companies located or operating in developed non-U.S. countries and emerging markets of the world. The equity securities will ordinarily be traded on a recognized foreign securities exchange or traded in a foreign over-the-counter market in the country where the issuer is principally based, but may also be traded in other countries including the United States.	J.P. Morgan Investment Management, Inc.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

LARGE CAP VALUE	AST Large-Cap Value Portfolio: seeks current income and long-term growth of income, as well as capital appreciation. The Portfolio invests, under normal circumstances, at least 80% of its net assets in common stocks of large capitalization companies. Large capitalization companies are those companies with market capitalizations within the market capitalization range of the Russell 1000 Value Index.	Dreman Value Management LLC; Hotchkis and Wiley Capital Management LLC; J.P. Morgan Investment Management, Inc.

FIXED INCOME	AST Lord Abbett Bond-Debt Portfolio: seeks high current income and the opportunity for capital appreciation to produce a high total return. The Portfolio invests, under normal circumstances, at least 80% of the value of its assets in fixed income securities. The Portfolio allocates its assets principally among fixed income securities in four market sectors: U.S. investment grade securities, U.S. high yield securities, foreign securities (including emerging market securities) and convertible securities. Under normal circumstances, the Portfolio invests in each of the four sectors described above. However, the Portfolio may invest substantially all of its assets in any one sector at any time, subject to the limitation that at least 20% of the Portfolio's net assets must be invested in any combination of investment grade debt securities, U.S. Government securities and cash equivalents. The Portfolio may also make significant investments in mortgage-backed securities. Although the Portfolio expects to maintain a weighted average maturity in the range of five to twelve years, there are no restrictions on the overall Portfolio or on individual securities. The Portfolio may invest up to 20% of its net assets in equity securities.	Lord, Abbett & Co. LLC

LARGE CAP GROWTH	AST Marsico Capital Growth Portfolio: seeks capital growth. Income realization is not an investment objective and any income realized on the Portfolio's investments, therefore, will be incidental to the Portfolio's objective. The Portfolio will pursue its objective by investing primarily in common stocks of large companies that are selected for their growth potential. Large capitalization companies are companies with market capitalizations within the market capitalization range of the Russell 1000 Growth Index. In selecting investments for the Portfolio, the subadviser uses an approach that combines "top down" macroeconomic analysis with "bottom up" stock selection. The "top down" approach	Marsico Capital Management, LLC

identifies sectors, industries and companies that may benefit from the trends the subadviser has observed. The subadviser then looks for individual companies with earnings growth potential that may not be recognized by the market at large, utilizing a "bottom up" stock selection process. The Portfolio will normally hold a core position of between 35 and 50 common stocks. The Portfolio may hold a limited number of additional common stocks at times when the Portfolio manager is accumulating new positions, phasing out existing or responding to exceptional market conditions.

INTER NATIONAL EQUITY	AST MFS Global Equity Portfolio: seeks capital growth. Under normal circumstances the Portfolio invests at least 80% of its assets in equity securities. The Portfolio will invest in the securities of U.S. and foreign issuers (including issuers in emerging market countries). While the portfolio may invest its assets in companies of any size, the Portfolio generally focuses on companies with relatively large market capitalizations relative to the markets in which they are traded.	Massachusetts Financial Services Company

LARGE CAP GROWTH	AST MFS Growth Portfolio: seeks long-term capital growth and future, rather than current income. Under normal market conditions, the Portfolio invests at least 80% of its net assets in common stocks and related securities, such as preferred stocks, convertible securities and depositary receipts, of companies that the subadviser believes offer better than average prospects for long-term growth. The subadviser uses a "bottom up" as opposed to a "top down" investment style in managing the Portfolio.	Massachusetts Financial Services Company

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
MID CAP VALUE	AST Mid Cap Value Portfolio: seeks to provide capital growth by investing primarily in mid-capitalization stocks that appear to be undervalued. The Portfolio generally invests, under normal circumstances, at least 80% of the value of its net assets in mid-capitalization companies. Mid-capitalization companies are generally those that have market capitalizations, at the time of purchase, within the market capitalization range of companies included in the Russell Midcap Value Index during the previous 12-months based on month-end data.	EARNEST Partners LLC; WEDGE Capital Management, LLP
MID CAP GROWTH	AST Neuberger Berman Mid-Cap Growth Portfolio: seeks capital growth. Under normal market conditions, the Portfolio invests at least 80% of its net assets in the common stocks of mid-capitalization companies. Mid-capitalization companies are those companies whose market capitalization is within the range of market capitalizations of companies in the Russell Midcap(R) Growth Index. Using fundamental research and quantitative analysis, the subadviser looks for fast-growing companies that are in new or rapidly evolving industries.	Neuberger Berman Management Inc.
MID CAP VALUE	AST Neuberger Berman Mid-Cap Value Portfolio: seeks capital growth. Under normal market conditions, the Portfolio invests at least 80% of its net assets in the common stocks of medium capitalization companies. For purposes of the Portfolio, companies with market capitalizations that fall within the range of the Russell Midcap(R) Index at the time of investment are considered medium capitalization companies. Some of the Portfolio's assets may be invested in the securities of large-cap companies as well as in small-cap companies. Under the Portfolio's value-oriented investment approach, the subadviser looks for well-managed companies whose stock prices are undervalued and that may rise in price before other investors realize their worth.	Neuberger Berman Management Inc.
SMALL CAP GROWTH	AST Neuberger Berman Small-Cap Growth Portfolio: seeks maximum growth of investors' capital from a portfolio of growth stocks of smaller companies. The Portfolio pursues its objective, under normal circumstances, by primarily investing at least 80% of its total assets in the equity securities of small-sized companies included in the Russell 2000 Growth(R) Index.	Neuberger Berman Management Inc.
ASSET ALLOCA TION/	AST Niemann Capital Growth Asset Allocation Portfolio: seeks the highest potential total return	Niemann Capital Management Inc.

GROWTH consistent with its specified level of risk tolerance. Under normal circumstances, at least 90% of the Portfolio's assets will be invested in other portfolios of Advanced Series Trust (the underlying portfolios) while no more than 10% of the Portfolio's assets may be invested in exchange traded funds (ETFs). Under normal market conditions, the Portfolio will devote from 60% to 80% of its net assets to underlying portfolios and ETFs investing primarily in equity securities, and from 20% to 40% of its net assets to underlying portfolios and ETFs investing primarily in debt securities and money market instruments.

FIXED INCOME AST PIMCO Limited Maturity Bond Portfolio: seeks to maximize total return consistent with preservation of capital and prudent investment management. The Portfolio will invest in a portfolio of fixed-income investment instruments of varying maturities. The average portfolio duration of the Portfolio generally will vary within a one- to three-year time frame based on the subadviser's forecast for interest rates. Pacific Investment Management Company LLC (PIMCO)

ASSET ALLOCATION/ BALANCED AST Preservation Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 35% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 27.5% to 42.5%), and 65% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 57.5% to 72.5%). AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

LARGE CAP BLEND	AST QMA US Equity Portfolio (formerly known as AST AllianceBernstein Managed Index 500	Quantitative Management Associates LLC

Portfolio): seeks to produce returns that exceed those of the benchmark. The portfolio utilizes a long/short investment strategy and will normally invest at least 80% of its net assets plus borrowings in equity and equity related securities of issuers traded on a securities exchange or market in the US. The benchmark index is the Russell 1000(R) which is comprised of stocks representing more than 90% of the market cap of the US market and includes the largest 1000 securities in the Russell 3000(R) index.

SMALL CAP GROWTH	AST Small-Cap Growth Portfolio: seeks long-term capital growth. The Portfolio pursues its objective by investing, under normal circumstances, at least 80% of the value of its assets in small-capitalization companies. Small-capitalization companies are those companies with a market capitalization, at the time of purchase, no larger than the largest capitalized company included in the Russell 2000(R) Index at the time of the Portfolio's investment.	Eagle Asset Management; Neuberger Berman Management Inc.

SMALL CAP VALUE	AST Small-Cap Value Portfolio: seeks to provide long-term capital growth by investing primarily in small-capitalization stocks that appear to be undervalued. The Portfolio invests, under normal circumstances, at least 80% of the value of its net assets in small capitalization stocks. Small capitalization stocks are the stocks of companies with market capitalization that are within the market capitalization range of the Russell 2000(R) Value Index.	ClearBridge Advisors, LLC; Dreman Value Management LLC; J.P. Morgan Investment Management, Inc.; Lee Munder Investments, Ltd

ASSET ALLOCA TION/ BALANCED	AST T. Rowe Price Asset Allocation Portfolio: seeks a high level of total return by investing primarily in a diversified portfolio of fixed income and equity securities. The Portfolio normally invests approximately 60% of its total assets in equity securities and 40% in fixed income securities. This mix may vary depending on the subadviser's outlook for the markets. The subadviser concentrates common stock investments in larger, more established companies, but the Portfolio may include small and medium-sized companies with good growth prospects. The fixed income portion of the Portfolio will be allocated among investment grade securities, high yield or "junk" bonds, emerging market securities, foreign high quality debt securities and cash reserves.	T. Rowe Price Associates, Inc.

FIXED INCOME	AST T. Rowe Price Global Bond Portfolio: seeks to provide high current income and capital growth by investing in high-quality foreign and U.S. dollar-denominated bonds. The Portfolio will invest at least 80% of its total assets in fixed income securities. The Portfolio invests in all types of bonds, including those issued or guaranteed by U.S. or foreign governments or their agencies and by foreign authorities, provinces and municipalities as well as investment grade corporate bonds, mortgage and asset-backed securities, and high-yield bonds of U.S. and foreign issuers. The Portfolio generally invests in countries where the combination of fixed-income returns and currency exchange rates appears attractive, or, if the currency trend is unfavorable, where the subadviser believes that the currency risk can be minimized through hedging. The Portfolio may also invest up to 20% of its assets in the aggregate in below investment-grade, high-risk bonds ("junk bonds"). In addition, the Portfolio may invest up to 30% of its assets in mortgage-related (including mortgage dollar rolls and derivatives, such as collateralized mortgage obligations and stripped mortgage securities) and asset-backed securities.	T. Rowe Price International, Inc.

LARGE CAP GROWTH	AST T. Rowe Price Large-Cap Growth Portfolio: seeks long-term growth of capital by investing predominantly in the equity securities of a limited number of large, carefully selected, high-quality U.S. companies that are judged likely to achieve superior earnings growth. The Portfolio takes a growth approach to investment selection and normally invests at least 80% of its net assets in the common stocks of large companies. Large companies are defined as those whose market cap is larger than the median market cap of companies in the Russell 1000 Growth Index as of the time of purchase.	T. Rowe Price Associates, Inc.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

SPECIALTY AST T. Rowe Price Natural Resources T. Rowe Price
Portfolio: seeks long-term capital growth primarily through the common stocks of companies that own or develop natural resources (such as energy products, precious metals and forest products) and other basic commodities. The Portfolio invests, under normal circumstances, at least 80% of the value of its assets in natural resource companies. The Portfolio may also invest in non-resource companies with the potential for growth. The Portfolio looks for companies that have the ability to expand production, to maintain superior exploration programs and production facilities, and the potential to accumulate new resources. Although at least 50% of Portfolio assets will be invested in U.S. securities, up to 50% of total assets also may be invested in foreign securities.

ASSET AST UBS Dynamic Alpha Portfolio: UBS Global Asset
ALLOCA seeks to maximize total return, Management
TION/ consisting of capital appreciation (Americas) Inc.
BALANCED and current income. The Portfolio
invests in securities and financial instruments to gain exposure to global equity, global fixed income and cash equivalent markets, including global currencies. The Portfolio may invest in equity and fixed income securities of issuers located within and outside the United States or in open-end investment companies advised by UBS Global Asset Management (Americas) Inc., the Portfolio's subadviser, to gain exposure to certain global equity and global fixed income markets.

FIXED AST Western Asset Core Plus Bond Western Asset
INCOME Portfolio: seeks to maximize total Management
return, consistent with prudent Company
investment management and liquidity needs, by investing to obtain its average specified duration. The Portfolio's current target average duration is generally 2.5 to 7 years. The Portfolio pursues this objective by investing in all major fixed income sectors with a bias towards non-Treasuries.

THE PRUDENTIAL SERIES FUND

LARGE Equity Portfolio: seeks long-term ClearBridge
CAP growth of capital. The Portfolio Advisors, LLC;
BLEND invests at least 80% of its Jennison Associates
investable assets in common stocks LLC
of major established corporations as well as smaller companies that the subadvisers believe offer attractive prospects of appreciation.

INTER Global Portfolio: seeks long-term LSV Asset
NATIONAL growth of capital. The Portfolio Management;
EQUITY invests primarily in common stocks Marsico Capital
(and their equivalents) of foreign Management, LLC;

and U.S. companies. Each subadviser for the Portfolio generally will use either a "growth" approach or a "value" approach in selecting either foreign or U.S. common stocks.

T. Rowe Price
Associates, Inc.;
William Blair &
Company, LLC

LARGE CAP GROWTH Jennison Portfolio: seeks long-term growth of capital. The Portfolio invests primarily in equity securities of major, established corporations that the subadviser believes offer above-average growth prospects. The Portfolio may invest up to 30% of its total assets in foreign securities. Stocks are selected on a company-by-company basis using fundamental analysis. Normally 65% of the Portfolio's total assets are invested in equity and equity-related securities of companies with capitalization in excess of \$1 billion.

Jennison Associates
LLC

FIXED INCOME Money Market Portfolio: seeks maximum current income consistent with the stability of capital and the maintenance of liquidity. The Portfolio invests in high-quality short-term money market instruments issued by the U.S. Government or its agencies, as well as by corporations and banks, both domestic and foreign. The Portfolio will invest only in instruments that mature in thirteen months or less, and which are denominated in U.S. dollars.

Prudential
Investment
Management, Inc.

ASSET ALLOCATION/ BALANCED SP Aggressive Growth Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed-income Underlying Portfolios.

Prudential
Investments LLC

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

ASSET ALLOCA TION/ BALANCED	SP Balanced Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). The Portfolio will invest in equity and fixed-income Underlying Portfolios.	Prudential Investments LLC

ASSET ALLOCA TION/ BALANCED	SP Conservative Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on fixed-income Underlying Portfolios but will also invest in equity Underlying Portfolios.	Prudential Investments LLC

LARGE CAP VALUE	SP Davis Value Portfolio: seeks growth of capital. The Portfolio invests primarily in common stocks of U.S. companies with market capitalizations within the market capitalization range of the Russell 1000 Value Index. It may also invest in stocks of foreign companies and U.S. companies with smaller capitalizations. The subadviser attempts to select common stocks of businesses that possess characteristics that the subadviser believe foster the creation of long-term value, such as proven management, a durable franchise and business model, and sustainable competitive advantages. The subadviser aims to invest in such businesses when they are trading at a discount to their intrinsic worth. There is a risk that "value" stocks can perform differently from the market as a whole and other types of stocks and can continue to be undervalued by the markets for long periods of time.	Davis Selected Advisers, L.P.

ASSET ALLOCA TION/ BALANCED	SP Growth Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios).	Prudential Investments LLC

Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed-income Underlying Portfolios.

INTER SP International Growth Portfolio: Marsico Capital
NATIONAL seeks long-term capital Management, LLC;
EQUITY appreciation. The Portfolio invests William Blair &
primarily in equity-related Company, LLC.
securities of foreign issuers. The
Portfolio invests primarily in the
common stock of large and
medium-sized foreign companies,
although it may also invest in
companies of all sizes. Under normal
circumstances, the Portfolio invests
at least 65% of its total assets in
common stock of foreign companies
operating or based in at least five
different countries, which may
include countries with emerging
markets. The Portfolio looks
primarily for stocks of companies
whose earnings are growing at a
faster rate than other companies or
which offer attractive growth
potential.

INTER SP International Value Portfolio: LSV Asset
NATIONAL seeks long-term capital Management;
EQUITY appreciation. The Portfolio normally Thornburg
invests at least 80% of the Investment
Portfolio's assets in equity Management, Inc.
securities. The Portfolio will
invest at least 65% of its net
assets in the equity securities of
companies in at least three
different countries, without limit
as to the amount of assets that may
be invested in a single country.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

MID CAP GROWTH	SP Mid Cap Growth Portfolio: seeks long-term growth of capital. The Portfolio normally invests at least 80% of investable assets in common stocks and related securities, such as preferred stocks, convertible securities and depositary receipts of companies with medium market capitalizations, which the subadviser believes have above-average growth potential. The Portfolio generally defines medium market capitalization companies as those companies with market capitalizations within the market capitalization range of the Russell Mid Cap Growth(R) Index. The Portfolio's investments may include securities listed on a securities exchange or traded in the over-the-counter markets. The subadviser uses a bottom-up and top-down analysis in managing the Portfolio. This means that securities are selected based upon fundamental analysis, as well as a top-down approach to diversification by industry and company, and by paying attention to macro-level investment themes. The Portfolio may invest in foreign securities (including emerging markets securities).	Neuberger Berman Management Inc.

FIXED INCOME	SP PIMCO High Yield Portfolio: seeks to maximize total return consistent with preservation of capital and prudent investment management. The Portfolio normally invests at least 80% of its investable assets in a diversified portfolio of high-yield/high-risk debt securities rated below high grade but rated at least CCC by Moody's Investor Services, Inc. or equivalently rated by Standard & Poor's Rating Group or fitch, or, if unrated, determined by the subadviser to be of comparable quality.	Pacific Investment Management Company LLC (PIMCO)

FIXED INCOME	SP PIMCO Total Return Portfolio: seeks to maximize total return consistent with preservation of capital and prudent investment management. The Portfolio will invest in a diversified portfolio of fixed-income investment instruments of varying maturities.	Pacific Investment Management Company LLC (PIMCO)

MID CAP GROWTH	SP Prudential U.S. Emerging Growth Portfolio: seeks long-term capital appreciation. The Portfolio normally invests at least 80% of investable assets in equity securities of small and medium sized U.S. companies that the subadviser believes have the potential for above-average earnings growth. The subadviser seeks to invest in companies that it believes are poised to benefit from an acceleration of growth or an inflection point in a company's growth rate that is not currently	Jennison Associates LLC

reflected in the stock price. The team uses a research-intensive approach based on internally generated fundamental research.

SMALL CAP VALUE SP Small-Cap Value Portfolio: seeks long-term capital appreciation. The Portfolio normally invests at least 80% its net assets plus borrowings for investment purposes in the equity securities of small capitalization companies. The Portfolio generally defines small capitalization companies as those companies with market capitalization within the market capitalization range of the Russell 2000 Value Index. The Portfolio focuses on equity securities that are believed to be undervalued in the marketplace.

LARGE CAP GROWTH SP Strategic Partners Focused Growth Portfolio: seeks long-term growth of capital. The Portfolio normally invests at least 65% of total assets in equity-related securities of U.S. companies that the subadvisers believe to have strong capital appreciation potential. The Portfolio's strategy is to combine the efforts of two subadvisers and to invest in the favorite stock selection ideas of three portfolio managers (two of whom invest as a team). Each subadviser to the Portfolio utilizes a growth style: Jennison selects approximately 20 securities and AllianceBernstein selects approximately 30 securities. The portfolio managers build a portfolio with stocks in which they have the highest confidence and may invest more than 5% of the Portfolio's assets in any one issuer. The Portfolio is nondiversified, meaning it can invest a relatively high percentage of its assets in a small number of issuers. Investing in a nondiversified portfolio, particularly a portfolio investing in approximately 50 equity-related securities, involves greater risk than investing in a diversified portfolio because a loss resulting from the decline in the value of one security may represent a greater portion of the total assets of a nondiversified portfolio.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
LARGE CAP BLEND	Stock Index Portfolio: seeks investment results that generally correspond to the performance of publicly-traded common stocks. With the price and yield performance of the Standard & Poor's 500 Composite Stock Price Index (S&P 500) as the benchmark, the Portfolio normally invests at least 80% of investable assets in S&P 500 stocks. The S&P 500 represents more than 70% of the total market value of all publicly-traded common stocks and is widely viewed as representative of publicly-traded common stocks as a whole. The Portfolio is not "managed" in the traditional sense of using market and economic analyses to select stocks. Rather, the portfolio manager purchases stocks in proportion to their weighting in the S&P 500.	Quantitative Management Associates LLC
LARGE CAP VALUE	Value Portfolio: seeks capital appreciation. The Portfolio invests primarily in common stocks that the subadviser believes are undervalued - those stocks that are trading below their underlying asset value, cash generating ability and overall earnings and earnings growth. There is a risk that "value" stocks can perform differently from the market as a whole and other types of stocks and can continue to be undervalued by the markets for long periods of time. Normally at least 65% of the Portfolio's total assets is invested in the common stock and convertible securities of companies that the subadviser believes will provide investment returns above those of the Russell 1000(R) Value Index and, over the long term, the S&P 500 Index. Most of the investments will be securities of large capitalization companies. The Portfolio may invest up to 25% of its total assets in real estate investment trusts (REITs) and up to 30% of its total assets in foreign securities.	Jennison Associates LLC
NATIONWIDE VARIABLE INSURANCE TRUST		
INTER NATIONAL EQUITY	Gartmore NVIT Developing Markets Fund: seeks long-term capital appreciation, under normal conditions by investing at least 80% of the value of its net assets in equity securities of companies of any size based in the world's developing market countries. Under normal market conditions, investments are maintained in at least six countries at all times with no more than 35% of the value of its net assets invested in securities of any one country.	NWD Management & Research Trust/ Gartmore Global Partners
JANUS ASPEN SERIES		
LARGE	Janus Aspen Series: Large Cap Growth	Janus Capital

GROWTH long-term growth of capital in a manner consistent with the preservation of capital. The Portfolio invests under normal circumstances, at least 80% of its net assets in common stocks of large-sized companies. Large-sized companies are those whose market capitalizations fall within the range of companies in the Russell 1000(R) Index at the time of purchase. The portfolio managers apply a "bottom up" approach in choosing investments. In other words, the portfolio managers look at companies one at a time to determine if a company is an attractive investment opportunity and if it is consistent with the Portfolio's investment policies. If the portfolio managers are unable to find such investments, the Portfolio's uninvested assets may be held in cash or similar investments, subject to the Portfolio's specific investment policies.

Within the parameters of its specific investment policies, the Portfolio may invest in foreign equity and debt securities, which may include investments in emerging markets.

The Portfolio may also lend portfolio securities on a short-term or long-term basis, up to one-third of its total assets.

"Dow Jones Industrial Average/SM/", "DJIA/SM/", "Dow Industrials/SM/", "The Dow/SM/", and the other Dow indices, are service marks of Dow Jones & Company, Inc. ("Dow Jones") and have been licensed for use for certain purposes by First Trust Advisors L.P. ("First Trust"). The portfolios are not endorsed, sold or promoted by Dow Jones, and Dow Jones makes no representation regarding the advisability of investing in such products.

"Standard & Poor's," "S&P," "S&P 500," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by First Trust. The Portfolios are not sponsored, endorsed, managed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of investing in the Portfolio.

FIXED INTEREST RATE OPTIONS

We offer two fixed interest rate options:

- . a one-year fixed interest rate option, and
- . a dollar cost averaging fixed rate option (DCA Fixed Rate Option).

When you select one of these options, your payment will earn interest at the established rate for the applicable interest rate period. A new interest rate period is established every time you allocate or transfer money into a fixed interest rate option. (You may not transfer amounts from other investment options into the DCA Fixed Rate Option.) You may have money allocated in more than one interest rate period at the same time. This could result in your money earning interest at different rates and each interest rate period maturing at a different time. While these interest rates may change from time to time, they will not be less than the minimum interest rate dictated by applicable state law. We may offer lower interest rates for Contracts With Credit than for Contracts Without Credit. The interest rates we pay on the fixed interest rate options may be influenced by the asset-based charges assessed against the Separate Account.

Payments allocated to the fixed interest rate options become part of Pruco Life's general assets. Please note that if you elect Highest Daily Lifetime Five, you cannot invest in either of these fixed interest rate options.

One-Year Fixed Interest Rate Option

We set a one-year base guaranteed annual interest rate for the one-year fixed interest rate option. Additionally, we may provide a higher interest rate on each purchase payment allocated to this option for the first year after the payment. This higher interest rate will not apply to amounts transferred from other investment options within the contract or amounts remaining in this option for more than one year.

Dollar Cost Averaging Fixed Rate Option You may allocate all or part of any purchase payment to the DCA Fixed Rate Option. Under this option, you automatically transfer amounts over a stated period (currently, six or twelve months) from the DCA Fixed Rate Option to the variable investment options and/or to the one-year fixed interest rate option, as you select. We will invest the assets you allocate to the DCA Fixed Rate Option in our general account until they are transferred. You may not transfer from other investment options to the DCA Fixed Rate Option. Transfers to the one-year fixed interest rate option will remain in the general account.

If you choose to allocate all or part of a purchase payment to the DCA Fixed Rate Option, the minimum amount of the purchase payment you may allocate is \$2,000. The first periodic transfer will occur on the date you allocate your purchase payment to the DCA Fixed Rate Option. Subsequent transfers will occur on the monthly anniversary of the first transfer. Currently, you may choose to have the purchase payment allocated to the DCA Fixed Rate Option transferred to the selected variable investment options, or to the one-year fixed interest rate option in either six or twelve monthly installments, and you may not change that number of monthly installments after you have chosen the DCA Fixed

Rate Option. You may allocate to both the six-month and twelve-month options. (In the future, we may make available other numbers of transfers and other transfer schedules--for example, quarterly as well as monthly.)

If you choose a six-payment transfer schedule, each transfer generally will equal 1/6th of the amount you allocated to the DCA Fixed Rate Option, and if you choose a twelve-payment transfer schedule, each transfer generally will equal 1/12th of the amount you allocated to the DCA Fixed Rate Option. In either case, the final transfer amount generally will also include the credited interest. You may change at any time the investment options into which the DCA Fixed Rate Option assets are transferred. You may make a one time transfer of the remaining value out of your DCA Fixed Rate Option, if you so choose. Transfers from the DCA Fixed Rate Option do not count toward the maximum number of free transfers allowed under the contract.

If you make a withdrawal or have a fee assessed from your contract, and all or part of that withdrawal or fee comes out of the DCA Fixed Rate Option, we will recalculate the periodic transfer amount to reflect the change. This recalculation may include some or all of the interest credited to the date of the next scheduled transfer. If a withdrawal or fee assessment reduces the monthly transfer amount below \$100, we will transfer the remaining balance in the DCA Fixed Rate Option on the next scheduled transfer date.

By investing amounts on a regular basis instead of investing the total amount at one time, the DCA Fixed Rate Option may decrease the effect of market fluctuation on the investment of your purchase payment. Of course, dollar cost averaging cannot ensure a profit or protect against loss in a declining market.

MARKET VALUE ADJUSTMENT OPTION

Under the Market Value Adjustment Option, we may offer one or more of several guarantee periods provided that the interest rate we are able to declare will be no less than the minimum interest rate dictated by applicable state law with respect to any guarantee period. We may offer fewer available guarantee periods in Contracts With Credit than in Contracts Without Credit. This option is not available for contracts issued in some states. Please see your contract. The Market Value Adjustment Option is registered separately from the variable investment options, and the amount of market value adjustment option securities registered is stated in that registration statement.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

If amounts are withdrawn from a guarantee period, other than during the 30-day period immediately following the end of the guarantee period, they will be subject to a market value adjustment even if they are not subject to a withdrawal charge.

You will earn interest on your invested purchase payment at the rate that we have declared for the guarantee period you have chosen. You must invest at least \$1,000 if you choose this option. We may offer lower interest rates for Contracts With Credit than for Contracts Without Credit.

We refer to interest rates as annual rates, although we credit interest within each guarantee period on a daily basis. The daily interest that we credit is equal to the pro rated portion of the interest that would be earned on an annual basis. We credit interest from the business day on which your purchase payment is received in good order at the Prudential Annuity Service Center until the earliest to occur of any of the following events: (a) full surrender of the contract, (b) commencement of annuity payments or settlement, (c) end of the guarantee period, (d) transfer of the value in the guarantee period,

(e) payment of a death benefit, or (f) the date the amount is withdrawn.

During the 30-day period immediately following the end of a guarantee period, we allow you to do any of the following, without the imposition of the market value adjustment:

(a) withdraw or transfer the value of the guarantee period,

(b) allocate the value to another available guarantee period or other investment option (provided that the new guarantee period ends prior to the annuity date). You will receive the interest rate applicable on the date we receive your instruction, or

(c) apply the value in the guarantee period to the annuity or settlement option of your choice.

If we do not receive instructions from you concerning the disposition of the Contract Value in your maturing guarantee period, we will reinvest the amount in the Prudential Money Market Portfolio investment option.

During the 30-day period immediately following the end of the guarantee period, or until you elect to do (a), (b) or (c) listed immediately above, you will receive the current interest rate applicable to the guarantee period having the same duration as the guarantee period that just matured, which is offered on the day immediately following the end of the matured guarantee period. However, if at that time we do not offer a guarantee period with the same duration as that which matured, you will then receive the current interest rate applicable to the shortest guarantee period then offered.

Under the market value adjustment option, while your money remains in the contract for the full guarantee period, your principal amount is guaranteed by us and the interest amount that your money will earn is guaranteed by us to be at least the minimum interest rate dictated by applicable state law.

Payments allocated to the market value adjustment option are held as a separate pool of assets. Any gains or losses experienced by these assets will not directly affect the contracts. The strength of our guarantees under these options is based on the overall financial strength of Pruco Life.

Market Value Adjustment

When you allocate a purchase payment or transfer Contract Value to a guarantee period, we use that money to buy and sell securities and other instruments to support our obligation to pay interest. Generally, we buy bonds for this purpose. The duration of the bonds and other instruments that we buy with respect to a particular guarantee period is influenced significantly by the length of the guarantee period. For example, we typically would acquire longer-duration bonds with respect to the 10 year guarantee period than we do for the 3 year guarantee period. The value of these bonds is affected by changes in interest rates, among other factors. The market value adjustment that we assess against your Contract Value if you withdraw or transfer outside the 30-day period discussed above involves our attributing to you a portion of our investment experience on these bonds and other instruments.

For example, if you make a full withdrawal when interest rates have risen since the time of your investment, the bonds and other investments in the guarantee period likely would have decreased in value, meaning that we would impose a "negative" market value adjustment on you (i.e., one that results in a reduction of the withdrawal proceeds that you receive). For a partial withdrawal, we would deduct a negative market value adjustment from your remaining Contract Value. Conversely, if interest rates have decreased, the market value adjustment would be positive.

Other things you should know about the market value adjustment include the following:

. We determine the market value adjustment according to a mathematical formula, which is set forth at the end of this prospectus under the heading "Market-Value Adjustment Formula." In that section of the prospectus, we also provide hypothetical examples of how the formula works.

. A negative market value adjustment could cause you to lose not only the interest you have earned but also a portion of your principal.

. In addition to imposing a market value adjustment on withdrawals, we also will impose a market value adjustment on the Contract Value you apply to an annuity or settlement option, unless you annuitize within the 30-day period discussed above. The laws of certain states may prohibit us from imposing a market value adjustment on the annuity date.

You should realize, however, that apart from the market value adjustment, the value of the benefit in your guarantee period does not depend on the investment performance of the bonds and other instruments that we hold with respect to your guarantee period. apart from the effect of any market value adjustment, we do not pass through to you the gains or losses on the bonds and other instruments that we hold in connection with a guarantee period.

Subject to certain restrictions, you can transfer money among the variable investment options and the one-year fixed interest rate option. The minimum transfer amount is the lesser of \$250 or the amount in the investment option from which the transfer is to be made. In addition, you can transfer your Contract Value out of a market value adjustment guarantee period into another market value adjustment guarantee period, into a variable investment option, or into a one-year fixed interest rate option, although a market value adjustment will apply to any transfer you make outside the 30-day period discussed above. You may transfer Contract Value into the market value adjustment option at any time, provided it is at least \$1,000.

In general, you may make your transfer request by telephone, electronically, or otherwise in paper form to the Prudential Annuity Service Center. We have procedures in place to confirm that instructions received by telephone or electronically are genuine. We will not be liable for following unauthorized telephone or electronic instructions that we reasonably believed to be genuine. Your transfer request will take effect at the end of the business day on which it was received in good order by us, or by certain entities that we have specifically designated. Our business day generally closes at 4:00 p.m. Eastern time. Our business day may close earlier, for example if regular trading on the New York Stock Exchange closes early. Transfer requests received after the close of the business day will take effect at the end of the next business day.

With regard to the Market Value Adjustment Option, you can specify the guarantee period from which you wish to transfer. If you request a transfer from the market value adjustment option, but you do not specify the guarantee period from which funds are to be taken, then we will transfer funds from the guarantee period that has the least time remaining until its maturity date.

YOU CAN MAKE TRANSFERS OUT OF A FIXED INTEREST RATE OPTION, OTHER THAN THE DCA FIXED RATE OPTION, ONLY DURING THE 30-DAY PERIOD FOLLOWING THE END OF THE ONE YEAR INTEREST RATE PERIOD. TRANSFERS FROM THE DCA FIXED RATE OPTION ARE MADE ON A PERIODIC BASIS FOR THE PERIOD THAT YOU SELECT.

During the contract accumulation phase, you can make up to 12 transfers each contract year, among the investment options, without charge. (As noted in the fee table, we have different transfer charges under the Beneficiary Continuation Option). Currently, we charge \$25 for each transfer after the twelfth in a contract year, and we have the right to increase this charge up to \$30. (Dollar Cost Averaging and Auto- Rebalancing transfers do not count toward the 12 free transfers per year.)

For purposes of the 12 free transfers per year that we allow, we will treat multiple transfers that are submitted on the same business day as a single transfer.

ADDITIONAL TRANSFER RESTRICTIONS

We limit your ability to transfer among your contract's variable investment options as permitted by applicable law. We impose a yearly restriction on transfers. Specifically, once you have made 20 transfers among the sub-accounts during a contract year, we will accept any additional transfer request during that year only if the request is submitted to us in writing with an original signature and otherwise is in good order. For purposes of this transfer restriction, we (i) do not view a facsimile transmission as a "writing", (ii) will treat multiple transfer requests submitted on the same business day as a single transfer, and (iii) do not count any transfer that involves one of our systematic programs, such as asset allocation and automated withdrawals.

Frequent transfers among variable investment options in response to short-term fluctuations in markets, sometimes called "market timing," can make it very difficult for a portfolio manager to manage an underlying mutual fund's investments. Frequent transfers may cause the fund to hold more cash than otherwise necessary, disrupt management strategies, increase transaction costs, or affect performance. For those reasons, the contract was not designed for persons who make programmed, large, or frequent transfers.

In light of the risks posed to contract owners and other fund investors by frequent transfers, we reserve the right to limit the number of transfers in any contract year for all existing or new contract owners, and to take the other actions discussed below. We also reserve the right to limit the number of transfers in any contract year or to refuse any transfer request for an owner or certain owners if: (a) we believe that excessive transfer activity (as we define it) or a specific transfer request or group of transfer requests may have a detrimental effect on accumulation unit values or the share prices of the underlying mutual funds; or (b) we are informed by a fund (e.g., by the fund's portfolio manager) that the purchase or redemption of fund shares must be restricted because the fund believes the transfer activity to which such purchase and redemption relates would have a detrimental effect on the share prices of the affected fund. Without limiting the above, the most likely scenario where either of the above could occur

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

would be if the aggregate amount of a trade or trades represented a relatively large proportion of the total assets of a particular underlying mutual fund. In furtherance of our general authority to restrict transfers as described above, and without limiting other actions we may take in the future, we have adopted the following specific restrictions:

. With respect to each variable investment option (other than the Prudential Money Market Portfolio), we track amounts exceeding a certain dollar threshold that were transferred into the option. If you transfer such amount into a particular variable investment option, and within 30 calendar days thereafter transfer (the "Transfer Out") all or a portion of that amount into another variable investment option, then upon the Transfer Out, the former variable investment option becomes restricted (the "Restricted Option"). Specifically, we will not permit subsequent transfers into the Restricted Option for 90 calendar days after the Transfer Out if the Restricted Option invests in a non-international fund, or 180 calendar days after the Transfer Out if the Restricted Option invests in an international fund. For purposes of this rule, we do not (i) count transfers made in connection with one of our systematic programs, such as asset allocation and automated withdrawals and (ii) categorize as a transfer the first transfer that you make after the contract date, if you make that transfer within 30 calendar days after the contract date. Even if an amount becomes restricted under the foregoing rules, you are still free to redeem the amount from your contract at any time.

. We reserve the right to effect exchanges on a delayed basis for all contracts. That is, we may price an exchange involving a variable investment option on the business day subsequent to the business day on which the exchange request was received. Before implementing such a practice, we would issue a separate written notice to contract owners that explains the practice in detail. In addition, if we do implement a delayed exchange policy, we will apply the policy on a uniform basis to all contracts in the relevant class.

. The portfolios may have adopted their own policies and procedures with respect to excessive trading of their respective shares, and we reserve the right to enforce these policies and procedures. The prospectuses for the portfolios describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Under SEC rules, we are required to: (1) enter into a written agreement with each portfolio or its principal underwriter that obligates us to provide to the portfolio promptly upon request certain information about the trading activity of individual contract owners, and (2) execute instructions from the portfolio to restrict or prohibit further purchases or transfers by specific contract owners who violate the excessive trading policies established by the portfolio. In addition, you should be aware that some portfolios may receive "omnibus" purchase and redemption orders from other insurance companies or intermediaries such as retirement plans. The omnibus orders reflect the aggregation and netting of multiple orders from individual owners of variable insurance contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the portfolios in their ability to apply their excessive trading policies and procedures. In addition, the other insurance companies and/or retirement plans may have different policies and procedures or may not have any such policies and procedures because of contractual limitations. For these reasons, we cannot guarantee that the portfolios (and thus contract owners) will not be harmed by transfer activity relating to other insurance companies and/or retirement plans that may invest in the portfolios.

. A portfolio also may assess a short term trading fee in connection with a transfer out of the variable investment option investing in that portfolio that occurs within a certain number of days following the date of allocation to the variable investment option. Each portfolio determines the amount of the short term trading fee and when the fee is imposed. The fee is retained by or paid to the portfolio and is not retained by us. The fee will be deducted from your Contract Value, to the extent allowed by law. At present, no Portfolio has adopted a short-term trading fee.

. If we deny one or more transfer requests under the foregoing rules, we will inform you promptly of the circumstances concerning the denial.

. We will not implement these rules in jurisdictions that have not approved contract language authorizing us to do so, or may implement different rules in certain jurisdictions if required by such jurisdictions. Contract owners in jurisdictions with such limited transfer restrictions, and contract owners who own variable life insurance or variable annuity contracts (regardless of jurisdiction) that do not impose the above-referenced transfer restrictions, might make more numerous and frequent transfers than contract owners who are subject to such limitations. Because contract owners who are not subject to the same transfer restrictions may have the same underlying mutual fund portfolios available to

them, unfavorable consequences associated with such frequent trading within the underlying mutual fund (e.g., greater portfolio turnover, higher transaction costs, or performance or tax issues) may affect all contract owners. Apart from jurisdiction-specific and contract differences in transfer restrictions, we will apply these rules uniformly, and will not waive a transfer restriction for any contract owner.

Although our transfer restrictions are designed to prevent excessive transfers, they are not capable of preventing every potential occurrence of excessive transfer activity.

DOLLAR COST AVERAGING

The dollar cost averaging (DCA) feature (which is distinct from the DCA Fixed Rate Option) allows you to systematically transfer either a fixed dollar amount or a percentage out of any variable investment option into any other variable investment options or the one-year fixed interest rate option. You can have these automatic transfers occur monthly, quarterly, semiannually or annually. By investing amounts on a regular basis instead of investing the total amount at one time, dollar cost averaging may decrease the effect of market fluctuation on the investment of your purchase payment. Of course, dollar cost averaging cannot ensure a profit or protect against loss in declining markets.

38

Transfers will be made automatically on the schedule you choose until the entire amount you chose to have transferred has been transferred or until you tell us to discontinue the transfers. You can allocate subsequent purchase payments to be transferred under this option at any time.

Your transfers will occur on the last calendar day of each transfer period you have selected, provided that the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on a particular transfer date, the transfer will take effect on the next business day.

Any dollar cost averaging transfers you make do not count toward the 12 free transfers you are allowed each contract year. The dollar cost averaging feature is available only during the contract accumulation phase and is offered without charge.

ASSET ALLOCATION PROGRAM

We recognize the value of having asset allocation models when deciding how to allocate your purchase payments among the investment options. If you choose to participate in the Asset Allocation Program, your representative will give you a questionnaire to complete that will help determine a program that is appropriate for you. Your asset allocation will be prepared based on your answers to the questionnaire. You will not be charged for this service, and you are not obligated to participate or to invest according to program recommendations.

Asset allocation is a sophisticated method of diversification which allocates assets among classes in order to manage investment risk and enhance returns over the long term. However, asset allocation does not guarantee a profit or protect against a loss. You are not obligated to participate or to invest according to the program recommendations. We do not intend to provide any personalized investment advice in connection with these programs and you should not rely on these programs as providing individualized investment recommendations to you. The asset allocation programs do not guarantee better investment results. We reserve the right to terminate or change the asset allocation programs at any time. You should consult your representative before electing any asset allocation program.

AUTO-REBALANCING

Once your money has been allocated among the variable investment options, the actual performance of the investment options may cause your allocation to shift. For example, an investment option that initially holds only a small percentage of your assets could perform much better than another investment option. Over time, this option could increase to a larger percentage of your assets than you desire. You can direct us to automatically rebalance your assets to return to your original allocation percentage or to a subsequent allocation percentage you select. We will rebalance only the variable investment options that you have designated. The DCA account cannot participate in this feature.

You may choose to have your rebalancing occur monthly, quarterly, semiannually, or annually. The rebalancing will occur on the last calendar day of the period you have chosen, provided that the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on that date, the rebalancing will take effect on the next business day.

Any transfers you make because of auto-rebalancing are not counted toward the 12 free transfers you are allowed per year. This feature is available only during the contract accumulation phase, and is offered without charge. If you choose auto-rebalancing and dollar cost averaging, auto-rebalancing will take place after the transfers from your DCA account.

SCHEDULED TRANSACTIONS

Scheduled transactions include transfers under dollar cost averaging, the asset allocation program, auto-rebalancing, systematic withdrawals, systematic investments, required minimum distributions, substantially equal periodic payments under Section 72(t) or 72(q) of the Internal Revenue Code of 1986, as amended (Code), and annuity payments. Scheduled transactions are processed and valued as of the date they are scheduled, unless the scheduled day is not a business day. In that case, the transaction will be processed and valued on the next business day, unless (with respect to required minimum distributions, substantially equal periodic payments under Section 72(t) or 72(q) of the Code, and annuity payments only), the next business day falls in the subsequent calendar year, in which case the transaction will be processed and valued on the prior business day.

VOTING RIGHTS

We are the legal owner of the shares of the underlying mutual funds used by the variable investment options. However, we vote the shares of the mutual funds according to voting instructions we receive from contract owners. When a vote is required, we will mail you a proxy which is a form that you need to complete and return to us to tell us how you wish us to vote. When we receive those instructions, we will vote all of the shares we own on your behalf in accordance with those instructions. We will vote fund shares for which we do not receive instructions, and any other shares that we own in our own right, in the same proportion as shares for which we receive instructions from contract owners. This voting procedure is sometimes referred to as "mirror voting" because, as indicated in the immediately preceding sentence, we mirror the votes that are actually cast, rather than decide on our own how to vote. In addition, because all the shares of a given mutual fund held within our separate account are legally owned by us, we intend to vote all of such shares when that underlying fund seeks a vote of its shareholders. As such, all such shares will be counted towards whether there is a quorum at the underlying fund's shareholder meeting and towards the ultimate outcome of the vote. We may change the way your voting instructions are calculated if it is required or permitted by federal or state regulation.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

SUBSTITUTION

We may substitute one or more of the underlying mutual funds used by the variable investment options. We may also cease to allow investments in existing funds. We would not do this without the approval of the Securities and Exchange Commission (SEC) and any necessary state insurance departments. You will be given specific notice in advance of any substitution we intend to make.

3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

(ANNUITIZATION)

PAYMENT PROVISIONS

We can begin making annuity payments any time on or after the third contract anniversary (or as required by state law if different). Annuity payments must begin no later than the contract anniversary coinciding with or next following the annuitant's 95th birthday (unless we agree to another date).

Upon annuitization, any value in a guarantee period of the market value adjustment option may be subject to a market value adjustment.

The Strategic Partners Annuity One 3 variable annuity contract offers an optional Guaranteed Minimum Income Benefit, which we describe below. Your annuity options vary depending upon whether you choose this benefit.

Depending upon the annuity option you choose, you may incur a withdrawal charge when the income phase begins. Currently, if permitted by state law, we deduct any applicable withdrawal charge if you choose Option 1 for a period shorter than five years, Option 3, or certain other annuity options that we may make available. We do not deduct a withdrawal charge if you choose Option 1 for a period of five years or longer or Option 2. For information about withdrawal charges, see Section 8, "What Are The Expenses Associated With The Strategic Partners Annuity One 3 Contract?"

Please note that annuitization essentially involves converting your Contract Value to an annuity payment stream, the length of which depends on the terms of the applicable annuity option. Thus, once annuity payments begin, your death benefit is determined solely under the terms of the applicable annuity payment option, and you no longer participate in any optional living benefit (unless you have annuitized under that benefit).

PAYMENT PROVISIONS WITHOUT THE GUARANTEED MINIMUM INCOME BENEFIT We make the income plans described below available at any time before the annuity date. These plans are called "annuity options" or "settlement options." During the income phase, all of the annuity options under this contract are fixed annuity options. This means that your participation in the variable investment options ends on the annuity date. If an annuity option is not selected by the annuity date, the Life Income Annuity Option (Option 2, described below) will automatically be selected unless prohibited by applicable law. GENERALLY, ONCE THE ANNUITY PAYMENTS BEGIN, THE ANNUITY OPTION CANNOT BE CHANGED AND YOU CANNOT MAKE WITHDRAWALS. IN ADDITION TO THE ANNUITY PAYMENT OPTIONS DISCUSSED IN THIS SECTION, PLEASE NOTE THAT IF YOU CHOOSE AN OPTIONAL LIFETIME WITHDRAWAL BENEFIT, THERE ARE ADDITIONAL ANNUITY PAYMENT OPTIONS THAT ARE ASSOCIATED WITH THAT BENEFIT. SEE SECTION 5 OF THIS PROSPECTUS FOR ADDITIONAL DETAILS.

Option 1

Annuity Payments for a Fixed Period: Under this option, we will make equal payments for the period chosen, up to 25 years (but not to exceed life expectancy). The annuity payments may be made monthly, quarterly, semiannually, or annually, as you choose, for the fixed period. If the annuitant dies during the income phase, payments will continue to the beneficiary for the remainder of the fixed period or, if the beneficiary so chooses, we will make a single lump-sum payment. The amount of the lump sum payment is determined by calculating the present value of the unpaid future payments. This is done by using the interest rate used to compute the actual payments. The interest rate will be at least 3% a year.

Option 2

Life Income Annuity Option: Under this option, we will make annuity payments monthly, quarterly, semiannually, or annually as long as the annuitant is alive. If the annuitant dies before we have made 10 years worth of payments, we will pay the beneficiary in one lump sum the present value of the annuity payments scheduled to have been made over the remaining portion of that 10 year period, unless we were specifically instructed that such remaining annuity payments continue to be paid to the beneficiary. The present value of the remaining annuity payments is calculated by using the interest rate used to compute the amount of the original 120 payments. The interest rate will be at least 3% a year.

If an annuity option is not selected by the annuity date, this is the option we will automatically select for you, unless prohibited by applicable law. If the life income annuity option is prohibited by applicable law, then we will pay you a lump sum in lieu of this option.

Option 3

Interest Payment Option: Under this option, we will credit interest on the adjusted Contract Value until you request payment of all or part of the adjusted Contract Value. We can make interest payments on a monthly, quarterly, semiannual, or annual basis or allow the interest to accrue on your contract assets. Under this option, we will pay you interest at an effective rate of at least 3% a year. This option is not available if you hold your contract in an IRA.

Under this option, all gain in the annuity will be taxable as of the annuity date, however, you can withdraw part or all of the Contract Value that we are holding at any time.

Other Annuity Options: We currently offer a variety of other annuity options not described above. At the time annuity payments are chosen, we may make available to you any of the fixed annuity options that are offered at your annuity date.

TAX CONSIDERATIONS

If your contract is held under a tax-favored plan, you should consider the required minimum distribution rules under the tax law when selecting your annuity option.

GUARANTEED MINIMUM INCOME BENEFIT

The Guaranteed Minimum Income Benefit (GMIB), is an optional feature that guarantees that once the income period begins, your income payments will be no less than the GMIB protected value applied to the GMIB guaranteed annuity purchase rates. If you want the Guaranteed Minimum Income Benefit, you must elect it when you make your initial purchase payment. Once elected, the Guaranteed Minimum Income Benefit cannot be revoked. This feature may not be available in your state.

The GMIB protected value is calculated daily and is equal to the GMIB roll-up until the GMIB roll-up either reaches its cap or if we stop applying the annual interest rate based on the age of the annuitant, number of contract anniversaries, or number of years since the last GMIB reset, as described below. At this point, the GMIB protected value will be increased by any subsequent invested purchase payments and reduced by the effect of withdrawals.

The Guaranteed Minimum Income Benefit is subject to certain restrictions described below.

. The annuitant must be 75 or younger in order for you to elect the Guaranteed Minimum Income Benefit.

. If you choose the Guaranteed Minimum Income Benefit, we will impose an annual charge equal to 0.50% for contracts sold on or after January 20, 2004, or upon subsequent state approval (0.45% for all other contracts), of the average GMIB protected value described below. The maximum GMIB charge is 1.00% of average GMIB protected value. Please note that the charge is calculated based on average GMIB protected value, not Contract Value. Thus, for example, the fee would not decline on account of a reduction in Contract Value. In some states this fee may be lower.

. Under the contract terms governing the GMIB, we can require GMIB participants to invest only in designated underlying mutual funds or can require GMIB participants to invest according to an asset allocation model.

. TO TAKE ADVANTAGE OF THE GUARANTEED MINIMUM INCOME BENEFIT, YOU MUST WAIT A CERTAIN AMOUNT OF TIME BEFORE YOU BEGIN THE INCOME PHASE. THE WAITING PERIOD IS THE PERIOD EXTENDING FROM THE CONTRACT DATE TO THE 7th CONTRACT ANNIVERSARY BUT, IF THE GUARANTEED MINIMUM INCOME BENEFIT HAS BEEN RESET (AS DESCRIBED BELOW), THE WAITING PERIOD IS THE 7 YEAR PERIOD BEGINNING WITH THE DATE OF THE MOST RECENT RESET. IN LIGHT OF THIS WAITING PERIOD UPON RESETS, IT IS NOT RECOMMENDED THAT YOU RESET YOUR GUARANTEED MINIMUM INCOME BENEFIT IF THE REQUIRED BEGINNING DATE UNDER IRS MINIMUM DISTRIBUTION REQUIREMENTS WOULD COMMENCE DURING THE 7 YEAR WAITING PERIOD. SEE "MINIMUM DISTRIBUTION REQUIREMENTS AND PAYMENT OPTION" IN SECTION 10 FOR ADDITIONAL INFORMATION ON IRS REQUIREMENTS.

Once the waiting period has elapsed, you will have a 30-day period each year, beginning on the contract anniversary (or in the case of a reset, the anniversary of the most recent reset), during which you may begin the income phase with the Guaranteed Minimum Income Benefit by submitting the necessary forms in good order to the Prudential Annuity Service Center.

GMIB Roll-Up

The GMIB roll-up is equal to the invested purchase payments (after a reset, the Contract Value at the time of the reset), increased daily at an effective annual interest rate of 5% starting on the date each invested purchase payment is made, until the cap is reached (GMIB roll-up cap).

We will reduce this amount by the effect of withdrawals. The GMIB roll-up cap is equal to two times each invested purchase payment (for a reset, two times the sum of (1) the Contract Value at the time of the reset, and (2) any invested purchase payments made subsequent to the reset).

3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

(ANNUITIZATION) continued

Even if the GMIB roll-up cap has not been reached, we will nevertheless stop increasing the GMIB roll-up value by the effective annual interest rate on the latest of:

- . the contract anniversary coinciding with or next following the annuitant's 80th birthday,
- . the 7th contract anniversary, or
- . 7 years from the most recent GMIB reset (as described below).

However, even if we stop increasing the GMIB roll-up value by the effective annual interest rate, we will still increase the GMIB protected value by subsequent invested purchase payments, reduced proportionally by withdrawals.

Effect of Withdrawals

In any contract year when the GMIB protected value is increasing at the rate of 5%, withdrawals will first reduce the GMIB protected value on a dollar-for-dollar basis, by the same dollar amount of the withdrawal up to the first 5% of GMIB protected value calculated on the contract anniversary (or, during the first contract year, on the contract date). Any withdrawals made after the dollar-for-dollar limit has been reached will proportionally reduce the GMIB protected value. We calculate the proportional reduction by dividing the Contract Value after the withdrawal by the Contract Value immediately following the withdrawal of any available dollar-for-dollar amount. The resulting percentage is multiplied by the GMIB protected value after subtracting the amount of the withdrawal that does not exceed 5%. In each contract year during which the GMIB protected value has stopped increasing at the 5% rate, withdrawals will reduce the GMIB protected value proportionally. The GMIB roll-up cap is reduced by the sum of all reductions described above.

The following examples of dollar-for-dollar and proportional reductions assume: 1.) the contract date and the effective date of the GMIB are January 1, 2006; 2.) an initial purchase payment of \$250,000; 3.) an initial GMIB protected value of \$250,000; 4.) an initial 200% cap of \$500,000; and 5.) an initial dollar-for-dollar limit of \$12,500 (5% of \$250,000):

Example 1. Dollar-for-Dollar Reduction

A \$10,000 withdrawal is taken on February 1, 2006 (in the first contract year). No prior withdrawals have been taken. Immediately prior to the withdrawal, the GMIB protected value is \$251,038.10 (the initial value accumulated for 31 days at an annual effective rate of 5%). As the amount withdrawn is less than the dollar-for-dollar limit:

- . The GMIB protected value is reduced by the amount withdrawn (i.e., by \$10,000, from \$251,038.10 to \$241,038.10).
- . The GMIB 200% cap is reduced by the amount withdrawn (i.e., by \$10,000, from \$500,000 to \$490,000).
- . The remaining dollar-for-dollar limit ("Remaining Limit") for the balance of the first contract year is also reduced by the amount withdrawn (from \$12,500 to \$2,500).

Example 2. Dollar-for-Dollar and Proportional Reductions A second \$10,000 withdrawal is taken on March 1, 2006 (still within the first contract year). Immediately before the withdrawal, the Contract Value is \$220,000 and the GMIB protected value is \$241,941.95. As the amount withdrawn exceeds the Remaining Limit of \$2,500 from Example 1:

- . The GMIB protected value is first reduced by the Remaining Limit (from \$241,941.95 to \$239,441.95).
- . The result is then further reduced by the ratio of A to B, where:
 - A is the amount withdrawn less the Remaining Limit (\$10,000 - \$2,500, or \$7,500).
 - B is the Contract Value less the Remaining Limit (\$220,000 - \$2,500, or \$217,500). The resulting GMIB protected value is: $\$239,441.95 \times (1 - (\$7,500/\$217,500))$, or \$231,185.33.
- . The GMIB 200% cap is reduced by the sum of all reductions above (\$490,000 - \$2,500 - \$8,256.62, or \$479,243.38).
- . The Remaining Limit is set to zero (0) for the balance of the first contract year.

Example 3. Dollar-for-Dollar Limit in Second Contract Year A \$10,000 withdrawal is made on the first anniversary of the contract date, January 1, 2007 (second contract year). Prior to the withdrawal, the GMIB protected value is \$240,837.69. The dollar-for-dollar limit is equal to 5% of this amount, or \$12,041.88. As the amount withdrawn is less than the dollar-for-dollar limit:

- . The GMIB protected value is reduced by the amount withdrawn (i.e., reduced by \$10,000, from \$240,837.69 to \$230,837.69).
- . The GMIB 200% cap is reduced by the amount withdrawn (i.e., by \$10,000, from \$479,243.38 to \$469,243.38).
- . The Remaining Limit for the balance of the second contract year is also reduced by the amount withdrawn (from \$12,041.88 to \$2,041.88).

GMIB Reset Feature

You may elect to "reset" your GMIB protected value to equal your current Contract Value twice over the life of the contract. You may only exercise this reset option if the annuitant has not yet reached his or her 76th birthday. If you reset, you must wait a new

7-year period from the most recent reset to exercise the Guaranteed Minimum Income Benefit. Further, we will reset the GMIB roll-up cap to equal two times the GMIB protected value as of such date. Additionally, if you reset, we will determine the GMIB payout amount by using the GMIB guaranteed annuity purchase rates (specified in your contract) based on the number of years since the most recent reset. These purchase rates may be less advantageous than the rates that would have applied absent a reset.

Payout Amount

The Guaranteed Minimum Income Benefit payout amount is based on the age and sex (where applicable) of the annuitant (and, if there is one, the co-annuitant). After we first deduct a charge for any applicable premium taxes that we are required to pay, the payout amount will equal the greater of:

- 1) the GMIB protected value as of the date you exercise the GMIB payout option, applied to the GMIB guaranteed annuity purchase rates (which are generally less favorable than the annuity purchase rates for annuity payments not involving GMIB) and based on the annuity payout option as described below, or
- 2) the adjusted Contract Value - that is, the value of the contract adjusted for any market value adjustment minus any charge we impose for premium taxes and withdrawal charges - as of the date you exercise the GMIB payout option applied to the current annuity purchase rates then in use.

GMIB Annuity Payout Options

We currently offer two Guaranteed Minimum Income Benefit annuity payout options. Each option involves payment for at least a period certain of ten years. In calculating the amount of the payments under the GMIB, we apply certain assumed interest rates, equal to 2% annually for a waiting period of 7-9 years, and 2.5% annually for waiting periods of 10 years or longer for contracts sold on or after January 20, 2004, or upon subsequent state approval (and 2.5% annually for a waiting period of 7-9 years, 3% annually for a waiting period of 10-14 years, and 3.5% annually for waiting periods of 15 years or longer for all other contracts).

GMIB Option 1

Single Life Payout Option: We will make monthly payments for as long as the annuitant lives, with payments for a period certain. We will stop making payments after the later of the death of the annuitant or the end of the period certain.

GMIB Option 2

Joint Life Payout Option: In the case of an annuitant and co-annuitant, we will make monthly payments for the joint lifetime of the annuitant and co-annuitant, with payments for a period certain. If the co-annuitant dies first, we will continue to make payments until the later of the death of the annuitant and the end of the period certain. If the annuitant dies first, we will continue to make payments until the later of the death of the co-annuitant and the end of the period certain, but if the period certain ends first, we will reduce the amount of each payment to 50% of the original amount.

You have no right to withdraw amounts early under either GMIB payout option. We may make other payout frequencies available, such as quarterly, semi-annually or annually.

Because we do not impose a new waiting period for each subsequent purchase payment, if you choose the Guaranteed Minimum Income Benefit, we reserve the right to limit subsequent purchase payments if we discover that by the timing of your purchase payments, your GMIB protected value is increasing in ways we did not intend. In determining whether to limit purchase payments, we will look at purchase payments which are disproportionately larger than your initial purchase payment and other actions that may artificially increase the GMIB protected value. Certain state laws may prevent us from limiting your subsequent purchase payments. You must exercise one of the GMIB payout options described above no later than 30 days after the contract anniversary coinciding with or next following the annuitant's attainment of age 95 (age 92 for contracts used as a funding vehicle for IRAs).

You should note that GMIB is designed to provide a type of insurance that serves as a safety net only in the event that your Contract Value declines significantly due to negative investment performance. If your Contract Value is not significantly affected by negative investment performance, it is unlikely that the purchase of GMIB will result in your receiving larger annuity payments than if you had not purchased GMIB. This is because the assumptions that we use in computing the GMIB, such as the annuity purchase rates, (which include assumptions as to age-setbacks and assumed interest rates), are more conservative than the assumptions that we use in computing non-GMIB annuity payout options. Therefore, you may generate higher income payments if you were to annuitize a lower Contract Value at the current annuity purchase rates, than if you were to annuitize under the GMIB with a higher GMIB protected value than your Contract Value but at the annuity purchase rates guaranteed under the GMIB.

Terminating the Guaranteed Minimum Income Benefit The Guaranteed Minimum Income Benefit cannot be terminated by the owner once elected. The GMIB automatically terminates as of the date the contract is fully surrendered, on the date the death benefit is payable to your beneficiary (unless your surviving spouse elects to continue the contract), or on the date that your Contract Value is transferred to begin making annuity payments. The GMIB may also be terminated if you designate a new annuitant who would not be eligible to elect the GMIB based on his or her age at the time of the change.

3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

(ANNUITIZATION) continued

Upon termination of the GMIB, we will deduct the charge from your Contract Value for the portion of the contract year since the prior contract anniversary (or the contract date if in the first contract year).

HOW WE DETERMINE ANNUITY PAYMENTS

Generally speaking, the annuity phase of the contract involves our distributing to you in increments the value that you have accumulated. We make these incremental payments either over a specified time period (e.g., 15 years) (fixed period annuities) or for the duration of the life of the annuitant (and possibly co-annuitant) (life annuities). There are certain assumptions that are common to both fixed period annuities and life annuities. In each type of annuity, we assume that the value you apply at the outset toward your annuity payments earns interest throughout the payout period. For annuity options within the GMIB, this interest rate ranges from 2% to 2.5% for contracts sold on or after January 20, 2004, or upon subsequent state approval (and 2.5% to 3.5% for all other contracts). For non-GMIB annuity options, the guaranteed minimum rate is 3%. The GMIB guaranteed annuity purchase rates in your contract depict the minimum amounts we will pay (per \$1000 of adjusted Contract Value). If our current annuity purchase rates on the annuity date are more favorable to you than the guaranteed rates, we will make payments based on those more favorable rates.

Other assumptions that we use for life annuities and fixed period annuities differ, as detailed in the following overview:

Fixed Period Annuities

Currently, we offer fixed period annuities only under the Income Appreciator Benefit and non-GMIB annuity options. Generally speaking, in determining the amount of each annuity payment under a fixed period annuity, we start with the adjusted Contract Value, add interest assumed to be earned over the fixed period, and divide the sum by the number of payments you have requested. The life expectancy of the annuitant and co-annuitant are relevant to this calculation only in that we will not allow you to select a fixed period that exceeds life expectancy.

Life Annuities

There are more variables that affect our calculation of life annuity payments. Most importantly, we make several assumptions about the annuitant's or co-annuitant's life expectancy, including the following:

. The Annuity 2000 Mortality Table is the starting point for our life expectancy assumptions. This table anticipates longevity of an insured population based on historical experience and reflecting anticipated experience for the year 2000.

Guaranteed and GMIB Annuity Payments

Because life expectancy has lengthened over the past few decades, and likely will increase in the future, our life annuity calculations anticipate these developments. We do this largely by making a hypothetical reduction in the age of the annuitant (or co-annuitant), in lieu of using the annuitant's (or co-annuitant's) actual age, in calculating the payment amounts. By using such a reduced age, we base our calculations on a younger person, who generally would live longer and therefore draw life annuity payments over a longer time period. Given the longer pay-out period, the payments made to the younger person would be less than those made to an older person. We make two such age adjustments:

1. First, for all annuities, we start with the age of the annuitant (or co-annuitant) on his/her most recent birthday and reduce that age by either:

(a) four years, for life annuities under the GMIB sold in contracts on or after January 20, 2004, or upon subsequent state approval or

(b) two years, with respect to guaranteed payments under life annuities not involving GMIB, as well as GMIB payments under contracts not described in (a) immediately above. For the reasons explained above in this section, the four year age reduction causes a greater reduction in the amount of the annuity payments than does the two-year age reduction.

2. Second, for life annuities under both versions of GMIB as well as guaranteed payments under life annuities not involving GMIB, we make a further age reduction according to the table in your contract entitled "Translation of Adjusted Age." As indicated in the table, the further into the future the first annuity payment is, the longer we expect the person receiving those payments to live, and the more we reduce the annuitant's (or co-annuitant's) age.

Current Annuity Payments

Immediately above, we have referenced how we determine annuity payments based on "guaranteed" annuity purchase rates. By "guaranteed" annuity purchase rates, we mean the minimum annuity purchase rates that are set forth in your annuity contract and thus contractually guaranteed by us. "Current" annuity purchase rates, in contrast, refer to the annuity purchase rates that we are applying to contracts that are entering the annuity phase at a given point in time. These current annuity purchase rates vary from period to period, depending on changes in interest rates and other factors. We do not guarantee any particular level of current annuity purchase rates. When calculating current annuity purchase rates, we use the actual age of the annuitant (or co-annuitant), rather than any reduced age.

4: WHAT IS THE DEATH BENEFIT?

The Death Benefit Feature Protects the Contract Value for the Beneficiary.

BENEFICIARY

The beneficiary is the person(s) or entity you name to receive any death benefit. The beneficiary is named at the time the contract is issued, unless you change it at a later date. Unless an irrevocable beneficiary has been named, during the accumulation period you can change the beneficiary at any time before the owner or last survivor, if there are spousal joint owners, dies. However, if the contract is jointly owned, the

owner must name the joint owner and the joint owner must name the owner as the beneficiary. For entity-owned contracts, we pay a death benefit upon the death of the annuitant.

CALCULATION OF THE DEATH BENEFIT

If the owner or joint owner dies during the accumulation phase, we will, upon receiving the appropriate proof of death and any other needed documentation in good order (proof of death), pay a death benefit to the beneficiary designated by the deceased owner or joint owner. If there is a sole owner and there is only one beneficiary who is the owner's spouse on the date of death, then the surviving spouse may continue the contract under the Spousal Continuation Option. If there are an owner and joint owner of the contract, and the owner's spouse is both the joint owner and the beneficiary on the date of death, then, at the death of the first to die, the death benefit will be paid to the surviving owner or the surviving owner may continue the contract under the Spousal Continuation Option.

Upon receiving appropriate proof of death, the beneficiary will receive the greater of the following:

1) The current Contract Value (as of the time we receive proof of death in good order). If you have purchased the Contract With Credit, we will first deduct any credit corresponding to a purchase payment made within one year of death. We impose no market value adjustment on Contract Value held within the market value adjustment option when a death benefit is paid.

2) Either the base death benefit, which equals the total invested purchase payments you have made proportionally reduced by any withdrawals, or,

(i) if you have chosen a Guaranteed Minimum Death Benefit (GMDB), the GMDB protected value or

(ii) if you have chosen the Highest Daily Value Death Benefit, a death benefit equal to the highest daily value (computed as described below in this section).

GUARANTEED MINIMUM DEATH BENEFIT

The Guaranteed Minimum Death Benefit provides for the option to receive an enhanced death benefit upon the death of the sole owner or the first to die of the owner or joint owner during the accumulation phase. You cannot elect a GMDB option if you choose the Highest Daily Value Death Benefit.

The GMDB protected value option can be equal to the:

. GMDB roll-up,

. GMDB step-up, or

. Greater of the GMDB roll-up and the GMDB step-up.

The GMDB protected value is calculated daily.

GMDB Roll-Up

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80 ON THE CONTRACT DATE, the GMDB roll-up is equal to the invested purchase payments, increased daily at an effective annual interest rate of 5% starting on the date that each invested purchase payment is made. The GMDB roll-up value will increase by subsequent invested purchase payments and reduce by the effect of withdrawals.

We stop increasing the GMDB roll-up by the effective annual interest rate on the later of:

. the contract anniversary coinciding with or next following the sole owner's or older owner's 80th birthday, or

. the 5th contract anniversary.

However, the GMDB protected value will still increase by subsequent invested purchase payments and reduce by the effect of withdrawals.

Withdrawals will first reduce the GMDB protected value on a dollar-for-dollar basis up to the first 5% of GMDB protected value calculated on the contract anniversary (on the contract date in the first contract year), then proportionally by any amounts exceeding the 5%.

4: WHAT IS THE DEATH BENEFIT? continued

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS BETWEEN AGE 80 AND 85 ON THE CONTRACT DATE, the GMDB roll-up is equal to the invested purchase payments, increased daily at an effective annual interest rate of 3% of all invested purchase payments, starting on the date that each invested purchase payment is made. We will increase the GMDB roll-up by subsequent invested purchase payments and reduce it by the effect of withdrawals.

We stop increasing the GMDB roll-up by the effective annual interest rate on the 5th contract anniversary. However we will continue to reduce the GMDB protected value by the effect of withdrawals.

Withdrawals will first reduce the GMDB protected value on a dollar-for-dollar basis up to the first 3% of GMDB protected value calculated on the contract anniversary (on the contract date in the first contract year), then proportionally by any amounts exceeding the 3%.

GMDB Step-Up

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80 ON THE CONTRACT DATE, the GMDB step-up before the first contract anniversary is the initial invested purchase payment increased by subsequent invested purchase payments, and proportionally reduced by the effect of withdrawals. The GMDB step-up on each contract anniversary will be the greater of the previous GMDB step-up and the Contract Value as of such contract anniversary. Between contract anniversaries, the GMDB step-up will increase by invested purchase payments and reduce proportionally by withdrawals.

We stop increasing the GMDB step-up by any appreciation in the Contract Value on the later of:

- . the contract anniversary coinciding with or next following the sole or older owner's 80th birthday, or
- . the 5th contract anniversary.

However, we still increase the GMDB protected value by subsequent invested purchase payments and proportionally reduce it by withdrawals.

Here is an example of a proportional reduction:

The current Contract Value is \$100,000 and the protected value is \$80,000. The owner makes a withdrawal that reduces the Contract Value by 25% (including the effect of any withdrawal charges). The new protected value is \$60,000, or 75% of what it was before the withdrawal.

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS BETWEEN AGE 80 AND 85 ON THE CONTRACT DATE, the GMDB step-up before the third contract anniversary is the sum of invested purchase payments, reduced by the effect of withdrawals. On the third contract anniversary, we will adjust the GMDB step-up to the greater of the then current GMDB step-up or the Contract Value as of that contract anniversary. Thereafter, we will only increase the GMDB protected value by subsequent invested purchase payments and proportionally reduce it by withdrawals.

GMDB Greater of Roll-Up and Step-Up

Under this option, the death benefit is equal to the greater of the step-up value and the roll-up value, calculated as described above.

Special rules apply if the beneficiary is the spouse of the owner, and the contract does not have a joint owner. In that case, upon the death of the owner, the spouse will have the choice of the following:

- . If the sole beneficiary under the contract is the owner's spouse, and the other requirements of the Spousal Continuation Option are met, then the contract can continue, and the spouse will become the new owner of the contract; or

. The spouse can receive the death benefit. A surviving spouse who is eligible for the Spousal Continuance Option must choose between that benefit and receiving the death benefit during the first 60 days following our receipt of proof of death.

If ownership of the contract changes as a result of the owner assigning it to someone else, we will reset the value of the death benefit to equal the Contract Value on the date the change of ownership occurs, and for purposes of computing the future death benefit, we will treat that Contract Value as a purchase payment occurring on that date.

Depending on applicable state law, some death benefit options may not be available or may be subject to certain restrictions under your contract.

SPECIAL RULES IF JOINT OWNERS

If the contract has an owner and a joint owner and they are spouses at the time that one dies, the Spousal Continuance Option may apply. If the contract has an owner and a joint owner and they are not spouses at the time one dies, we will pay the death benefit and the contract will end. Joint ownership may not be allowed in your state.

46

HIGHEST DAILY VALUE DEATH BENEFIT

The Highest Daily Value Death Benefit (HDV) is a feature under which the death benefit may be "stepped-up" on a daily basis to reflect increasing Contract Value. HDV is currently being offered in those jurisdictions where we have received regulatory approval. Certain terms and conditions may differ between jurisdictions once approved. The HDV is not available if you elect the Guaranteed Minimum Death Benefit. Currently, HDV can only be elected at the time you purchase your contract. Please note that you may not terminate the HDV death benefit once elected. Moreover, because this benefit may not be terminated once elected, you must, as detailed below, keep your Contract Value allocated to certain asset allocation portfolios.

Under HDV, the amount of the benefit depends on whether the "target date" is reached. The target date is reached upon the later of the contract anniversary coinciding with or next following the elder owner's (or annuitant's, if entity owned) 80th birthday or five years after the contract date. Prior to the target date, the death benefit amount is increased on any business day if the Contract Value on that day exceeds the most recently determined death benefit amount under this option. These possible daily adjustments cease on and after the target date, and instead adjustments are made only for purchase payments and withdrawals.

IF THE CONTRACT HAS ONE CONTRACT OWNER, the contract owner must be age 79 or less at the time the HDV is elected. If the contract has joint owners, the older owner must be age 79 or less. If there are joint owners, death of the owner refers to the first to die of the joint owners. If the contract is owned by an entity, the annuitant must be age 79 or less, and death of the contract owner refers to the death of the annuitant.

Owners electing this benefit prior to December 5, 2005, were required to allocate Contract Value to one or more of the following asset allocation portfolios of the Prudential Series Fund: SP Balanced Asset Allocation Portfolio, SP Conservative Asset Allocation Portfolio, and SP Growth Asset Allocation Portfolio. Owners electing this benefit on or after December 5, 2005 must allocate Contract Value to one or more of the following asset allocation portfolios of Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio or to the AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST UBS Dynamic Alpha Portfolio, American Century Strategic Allocation Portfolio or AST T. Rowe Price Asset Allocation Portfolio. In general, you must allocate your Contract Value in accordance with the then-available option(s) that we may prescribe, in order to elect and maintain the Highest Daily Value death benefit. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Contract

Value in accordance with our newly-adopted requirements. All subsequent transfers and purchase payments will be subject to the new investment limitations.

The HDV death benefit depends on whether death occurs before or after the Death Benefit Target Date.

**IF THE CONTRACT OWNER DIES BEFORE THE DEATH BENEFIT TARGET DATE, THE DEATH
BENEFIT EQUALS THE GREATER OF:**

-- the base death benefit; and

-- the HDV as of the contract owner's date of death.

**IF THE CONTRACT OWNER DIES ON OR AFTER THE DEATH BENEFIT TARGET DATE, THE
DEATH BENEFIT EQUALS THE GREATER OF:**

-- the base death benefit; and

-- the HDV on the Death Benefit Target Date plus the sum of all purchase payments less the sum of all proportional withdrawals since the Death Benefit Target Date.

The amount determined by this calculation is increased by any purchase payments received after the contract owner's date of death and decreased by any proportional withdrawals since such date.

CALCULATION OF THE HIGHEST DAILY VALUE DEATH BENEFIT

Examples of Highest Daily Value Death Benefit Calculation The following are examples of how the HDV death benefit is calculated. Each example assumes an initial purchase payment of \$50,000. Each example assumes that there is one contract owner who is age 70 on the contract date.

Example with Market Increase and Death Before Death Benefit Target Date Assume that the contract owner's Contract Value has generally been increasing due to positive market performance and that no withdrawals have been made. On the date we receive due proof of death, the Contract Value is \$75,000; however, the Highest Daily Value was \$90,000. Assume as well that the contract owner has died before the Death Benefit Target Date. The death benefit is equal to the greater of HDV or the base death benefit. The death benefit would be the Highest Daily Value (\$90,000) because it is greater than the amount that would have been payable under the base death benefit (\$75,000).

4: WHAT IS THE DEATH BENEFIT? continued

Example with Withdrawals

Assume that the Contract Value has been increasing due to positive market performance and the contract owner made a withdrawal of \$15,000 in contract year 7 when the Contract Value was \$75,000. On the date we receive due proof of death, the Contract Value is \$80,000; however, the Highest Daily Value (\$90,000) was attained during the fifth contract year. Assume as well that the contract owner has died before the Death Benefit Target Date. The Death Benefit is equal to the greater of the Highest Daily Value (proportionally reduced by the subsequent withdrawal) or the base death benefit.

$$\begin{aligned}\text{Highest Daily Value} &= \$90,000 - [\$90,000 * \$15,000/\$75,000] \\ &= \$90,000 - \$18,000 \\ &= \$72,000\end{aligned}$$

$$\begin{aligned}\text{Base Death Benefit} &= \max [\$80,000, \$50,000 - (\$50,000 * \$15,000/\$75,000)] \\ &= \max [\$80,000, \$40,000] \\ &= \$80,000\end{aligned}$$

The death benefit therefore is \$80,000.

Example with Death after Death Benefit Target Date Assume that the contract owner's Contract Value has generally been increasing due to positive market performance and that no withdrawals had been made prior to the Death Benefit Target Date. Further assume that the contract owner dies after the Death Benefit Target Date, when the Contract Value is \$75,000. The Highest Daily Value on the Death Benefit Target Date was \$80,000; however, following the Death Benefit Target Date, the contract owner made a purchase payment of \$15,000 and later had taken a withdrawal of \$5,000 when the Contract Value was \$70,000. The death benefit is equal to the greater of the Highest Daily Value on the Death Benefit Target Date plus purchase payments minus proportional withdrawals after the Death Benefit Target Date or the base death benefit.

$$\begin{aligned}\text{Highest Daily Value} &= \$80,000 + \$15,000 - [(\$80,000 + \$15,000) * \$5,000/\$70,000] \\ &= \$80,000 + \$15,000 - \$6,786 \\ &= \$88,214\end{aligned}$$

$$\begin{aligned}\text{Base Death Benefit} &= \max [\$75,000, (\$50,000 + \$15,000) - [(\$50,000 + \$15,000) * \$5,000/\$70,000]] \\ &= \max [\$75,000, \$60,357] \\ &= \$75,000\end{aligned}$$

The death benefit therefore is \$88,214.

PAYOUT OPTIONS

Originally, a beneficiary could, within 60 days of providing proof of death, take the death benefit as follows:

With respect to a death benefit paid before March 19, 2007, the death benefit payout options were:

Choice 1. Lump sum payment of the death benefit. If the beneficiary does not choose a payout option within sixty days, the beneficiary will receive this payout option.

Choice 2. The payment of the entire death benefit within a period of 5 years from the date of death of the first-to-die of the owner or joint owner.

The entire death benefit will include any increases or losses resulting from the performance of the variable or fixed interest rate options during this period. During this period the beneficiary may: reallocate the Contract Value among the variable, fixed interest rate, or the market value adjustment options; name a beneficiary to receive any remaining death benefit in the event of the beneficiary's death; and make withdrawals from the Contract Value, in which case, any such withdrawals will not be subject to any withdrawal charges. However, the beneficiary may not make any purchase payments to the contract.

During this 5 year period, we will continue to deduct from the death benefit proceeds the charges and costs that were associated with the features and benefits of the contract. Some of these features and benefits may not be available to the beneficiary, such as the Guaranteed Minimum Income Benefit.

Choice 3. Payment of the death benefit under an annuity or annuity settlement option over the lifetime of the beneficiary or over a period not extending beyond the life expectancy of the beneficiary with distribution beginning within one year of the date of death of the owner.

Any portion of the death benefit not applied under Choice 3 within one year of the date of death of the first to die must be distributed within five years of that date of death.

The tax consequences to the beneficiary vary among the three death benefit payout options. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners Annuity One 3 Contract?"

With respect to a death benefit paid on or after March 19, 2007, unless the surviving spouse opts to continue the contract (or spousal continuance is required under the terms of your contract), a beneficiary of the death benefit may, within 60 days of providing proof of death, also take the death benefit as indicated above or as follows:

- . As a lump sum. If the beneficiary does not choose a payout option within sixty days, the beneficiary will be paid in this manner; or
- . As payment of the entire death benefit within a period of 5 years from the date of death; or
- . As a series of payments not extending beyond the life expectancy of the beneficiary, or over the life of the beneficiary. Payments under this option must begin within one year of the date of death; or
- . As the beneficiary continuation option, described immediately below.

BENEFICIARY CONTINUATION OPTION

Instead of receiving the death benefit in a single payment, or under an annuity option, a beneficiary may take the death benefit under an alternative death benefit payment option, as provided by the Code and described above. This "Beneficiary Continuation Option" is described below and is available for an IRA, Roth IRA, SEP IRA, 403(b), or a non-qualified contract.

Under the Beneficiary Continuation Option:

- . The owner's contract will be continued in the owner's name, for the benefit of the beneficiary.
 - . The beneficiary will incur a Settlement Service Charge which is an annual charge assessed on a daily basis against the average assets allocated to the Sub-accounts. The charge is 1.00% per year.
 - . The beneficiary will incur an annual maintenance fee equal to the lesser of \$30 or 2% of Contract Value if the Contract Value is less than \$25,000 at the time the fee is assessed. The fee will not apply if it is assessed 30 days prior to a surrender request.
 - . The initial Contract Value will be equal to any death benefit (including any optional death benefit) that would have been payable to the beneficiary if they had taken a lump sum distribution.
 - . The available Sub-accounts will be among those available to the Owner at the time of death, however certain Sub-Accounts may not be available.
 - . The beneficiary may request transfers among Sub-accounts, subject to the same limitations and restrictions that applied to the Owner. Transfers in excess of 20 per year will incur a \$10 transfer fee.
 - . No additional Purchase Payments can be applied to the contract.
 - . the basic death benefit and any optional benefits elected by the owner will no longer apply to the beneficiary.
 - . The beneficiary can request a withdrawal of all or a portion of the Contract Value at any time without application of any applicable CDSC unless the Beneficiary Continuation Option was the payout predetermined by the owner and the owner restricted the beneficiary's withdrawal rights.
 - . Withdrawals are not subject to CDSC.
 - . Upon the death of the beneficiary, any remaining Contract Value will be paid in a lump sum to the person(s) named by the beneficiary, unless the beneficiary named a successor who may continue receiving payments.
-

Currently only investment options corresponding to Portfolios of the Advanced Series Trust and the Prudential Money Market Portfolio of the Prudential Series Fund are available under the Beneficiary Continuation Option.

Your beneficiary will be provided with a prospectus and a settlement agreement that will describe this option. Please contact us for additional information on the availability, restrictions and limitations that will apply to a beneficiary under the beneficiary continuation option. We may pay compensation to the selling broker-dealer based on amounts held in the Beneficiary Continuation Option.

ALTERNATIVE DEATH BENEFIT PAYMENT OPTIONS - CONTRACTS OWNED BY INDIVIDUALS

(NOT ASSOCIATED WITH TAX-FAVORED PLANS)

Except in the case of Spousal Continuance as described below, upon your death, certain distributions must be made under the contract. The required distributions depend on whether you die before you start taking annuity payments under the contract or after you start taking annuity payments under the contract.

If you die on or after the annuity date, the remaining portion of the interest in the contract must be distributed at least as rapidly as under the method of distribution being used as of the date of death.

In the event of your death before the annuity date, the death benefit must be distributed:

. by December 31st of the year including the five year anniversary of the date of death; or

. as a series of annuity payments not extending beyond the life expectancy of the beneficiary or over the life of the beneficiary. Payments under this option must begin within one year of the date of death.

4: WHAT IS THE DEATH BENEFIT? continued

Unless you have made an election prior to death benefit proceeds becoming due, a beneficiary can elect to receive the death benefit proceeds under the Beneficiary Continuation Option as described above in the section entitled "Beneficiary Continuation Option," or as a series of fixed annuity payments. See the section entitled "What Kind of Payments Will I Receive During the Income Phase?"

Alternative Death Benefit Payment Options - Contracts Held by Tax-Favored Plans The Code provides for alternative death benefit payment options when a contract is used as an IRA, 403(b) or other "qualified investment" that requires minimum distributions. Upon your death under an IRA, 403(b) or other "qualified investment", the designated beneficiary may generally elect to continue the contract and receive Required Minimum Distributions under the contract, instead of receiving the death benefit in a single payment. The available payment options will depend on whether you die before the date Required Minimum Distributions under the Code were to begin, whether you have named a designated beneficiary and whether the beneficiary is your surviving spouse.

. If you die after a designated beneficiary has been named, the death benefit must be distributed by December 31st the year including the five year anniversary of the date of death, or as periodic payments not extending beyond the life or life expectancy of the designated beneficiary (provided such payments begin by December 31st of the year following the year of death). However, if your surviving spouse is the beneficiary, the death benefit can be paid out over the life or life expectancy of your spouse with such payments beginning no later than December 31st of the year following the year of death or December 31st of the year in which you would have reached age 70 1/2, which ever is

later. Additionally, if the contract is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner.

. If you die before a designated beneficiary is named and before the date required minimum distributions must begin under the Code, the death benefit must be paid out within five years from the date of death. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

. If you die before a designated beneficiary is named and after the date Required Minimum Distributions must begin under the Code, the death benefit must be paid out at least as rapidly as under the method then in effect. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

A beneficiary has the flexibility to take out more each year than mandated under the required minimum distribution rules.

Until withdrawn, amounts in an IRA, 403(b) or other "qualified investment" continue to be tax deferred. Amounts withdrawn each year, including amounts that are required to be withdrawn under the Minimum Distribution rules, are subject to tax. You may wish to consult a professional tax advisor for tax advice as to your particular situation.

For a Roth IRA, if death occurs before the entire interest is distributed, the death benefit must be distributed under the same rules applied to IRAs where death occurs before the date Required Minimum Distributions must begin under the Code.

The tax consequences to the beneficiary may vary among the different death benefit payment options. See the Tax Considerations section of this prospectus, and consult your tax advisor.

EARNINGS APPRECIATOR BENEFIT

The Earnings Appreciator Benefit (EAB) is an optional, supplemental death benefit that provides a benefit payment upon the death of the sole owner or first-to-die of the owner or joint owner during the accumulation phase. Any Earnings Appreciator Benefit payment we make will be in addition to any other death benefit payment we make under the contract. This feature may not be available in your state.

The Earnings Appreciator Benefit is designed to provide a beneficiary with additional funds when we pay a death benefit in order to defray the impact taxes may have on that payment. Because individual circumstances vary, you should consult with a qualified tax advisor to determine whether it would be appropriate for you to elect the Earnings Appreciator Benefit.

If you want the Earnings Appreciator Benefit, you generally must elect it at the time you apply for the contract. If you elect the Earnings Appreciator Benefit, you may not later revoke it. You may, if you wish, select both the Earnings Appreciator Benefit and the Highest Daily Value Death Benefit.

Upon our receipt of proof of death in good order, we will determine an Earnings Appreciator Benefit by multiplying the Earnings Appreciator Benefit percentage below by the lesser of: (i) the then-existing amount of earnings under the contract, or (ii) an amount equal to 3 times the sum of all purchase payments previously made under the contract.

For purposes of computing earnings and purchase payments under the Earnings Appreciator Benefit, we calculate earnings as the difference between the Contract Value and the sum of all purchase payments. Withdrawals reduce earnings first, then purchase payments, on a dollar-for-dollar basis.

EAB percentages are as follows:

- . 40% if the owner is age 70 or younger on the date the application is signed.
- . 25% if the owner is between ages 71 and 75 on the date the application is signed.
- . 15% if the owner is between ages 76 and 79 on the date the application is signed.

If the contract is owned jointly, the age of the older of the owner or joint owner determines the EAB percentage.

If the surviving spouse is continuing the contract in accordance with the Spousal Continuation Option (See "Spousal Continuation Option" below), the following conditions apply:

- . In calculating the Earnings Appreciator Benefit, we will use the age of the surviving spouse at the time that the Spousal Continuation Option is activated to determine the applicable EAB percentage.
- . We will not allow the surviving spouse to continue the Earnings Appreciator Benefit (or bear the charge associated with this benefit) if he or she is age 80 or older on the date that the Spousal Continuation Option is activated.
- . If the Earnings Appreciator Benefit is continued, we will calculate any applicable Earnings Appreciator Benefit payable upon the surviving spouse's death by treating the Contract Value (as adjusted under the terms of the Spousal Continuation Option) as the first purchase payment.

Terminating the Earnings Appreciator Benefit The Earnings Appreciator Benefit will terminate on the earliest of:

- . the date you make a total withdrawal from the contract,
- . the date a death benefit is payable if the contract is not continued by the surviving spouse under the Spousal Continuation Option,
- . the date the contract terminates, or
- . the date you annuitize the contract.

Upon termination of the Earnings Appreciator Benefit, we cease imposing the associated charge.

SPOUSAL CONTINUANCE OPTION

This Option is available if, on the date we receive proof of the owner's death (or annuitant's death, for custodial contracts) in good order (1) there is only one owner of the contract and there is only one beneficiary who is the owner's spouse, or (2) there are an owner and joint owner of the contract, and the joint owner is the owner's spouse and the owner's beneficiary under the contract or (3) (i) the contract is held by a Custodial Account established to hold retirement assets for the benefit of the natural person annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account"), and (ii) the custodian of the account has elected to continue the contract, and designate the surviving spouse as annuitant. Continuing the contract in the latter scenario will result in the contract no longer qualifying for tax deferral under the Internal Revenue Code. However, such tax deferral should result from the ownership of the contract by the Custodial Account. Spousal continuation may also be available where the contract is owned by certain other types of entity-owners. Please consult your tax or legal adviser.

In no event, however, can the annuitant be older than the maximum age for annuitization on the date of the owner's death, nor can the surviving spouse be older than 95 on the date of the owner's death (or the annuitant's death, in the case of a custodially-owned contract referenced above). Assuming the above conditions are present, the surviving spouse (or custodian, for the custodially-owned contracts referenced above) can elect the Spousal Continuation Option, but must do so no later than 60 days after furnishing proof of death in good order.

Upon activation of the Spousal Continuation Option, the Contract Value is adjusted to equal the amount of the death benefit to which the surviving spouse would have been entitled. This Contract Value will serve as the basis for calculating any death benefit payable upon the death of the surviving spouse. We will allocate any increase in the adjusted Contract Value among the variable, fixed interest rate or market value adjustment options in the same proportions that existed immediately prior to the spousal continuation adjustment. We will waive the \$1,000 minimum requirement for the market value adjustment option.

Under the Spousal Continuation Option, we waive any potential withdrawal charges applicable to purchase payments made prior to activation of the Spousal Continuation Option. However, we will continue to impose withdrawal charges on purchase payments made after activation of this benefit. In addition, the Contract Value allocated to the market value adjustment option will remain subject to a potential market value adjustment.

4: WHAT IS THE DEATH BENEFIT? continued

IF YOU ELECTED THE BASE DEATH BENEFIT, then upon activation of the Spousal Continuation Option, we will adjust the Contract Value to equal the greater of:

- . the Contract Value, or
 - . the sum of all invested purchase payments (adjusted for withdrawals),
- plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU ELECTED THE GUARANTEED MINIMUM DEATH BENEFIT WITH THE GMDB ROLL-UP, we

will adjust the Contract Value to equal the greater of:

- . the Contract Value, or
- . the GMDB roll-up,

plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU HAVE ELECTED THE GUARANTEED MINIMUM DEATH BENEFIT WITH THE GMDB

STEP-UP, we will adjust the Contract Value to equal the greater of:

- . the Contract Value, or
- . the GMDB step-up,

plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU HAVE ELECTED THE GUARANTEED MINIMUM DEATH BENEFIT WITH THE GREATER OF THE GMDB ROLL-UP AND GMDB STEP-UP, we will adjust the Contract Value to equal the greatest of:

- . the Contract Value,
- . the GMDB roll-up, or
- . the GMDB step-up,

plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU HAVE ELECTED THE HIGHEST DAILY VALUE DEATH BENEFIT, we will adjust the

Contract Value to equal the greater of:

- . the Contract Value, or
-

. the Highest Daily Value,

plus the amount of any applicable Earnings Appreciator Benefit.

After we have made the adjustment to Contract Value set out immediately above, we will continue to compute the GMDB roll-up and the GMDB step-up, or HDV death benefit (as applicable), under the surviving spousal owner's contract, and will do so in accordance with the preceding discussion in this section.

If the contract is being continued by the surviving spouse, the attained age of the surviving spouse will be the basis used in determining the death benefit payable under the Guaranteed Minimum Death Benefit or Highest Daily Value Death Benefit provisions of the contract. The contract may not be continued upon the death of a spouse who had assumed ownership of the contract through the exercise of the Spousal Continuation Option.

IF YOU ELECTED THE GUARANTEED MINIMUM INCOME BENEFIT, it will be continued for the surviving spousal owner. All provisions of the Guaranteed Minimum Income Benefit (i.e., waiting period, GMIB roll-up cap, etc.) will remain the same as on the date of the owner's death. If the GMIB reset feature was never exercised, the surviving spousal owner can exercise the GMIB reset feature twice. If the original owner had previously exercised the GMIB reset feature once, the surviving spousal owner can exercise the GMIB reset once. However, the surviving spouse (or new annuitant designated by the surviving spouse) must be under 76 years of age at the time of reset. If the original owner had previously exercised the GMIB reset feature twice, the surviving spousal owner may not exercise the GMIB reset at all. If the attained age of the surviving spouse at activation of the Spousal Continuation Option, when added to the remainder of the GMIB waiting period to be satisfied, would preclude the surviving spouse from utilizing the Guaranteed Minimum Income Benefit, we will revoke the Guaranteed Minimum Income Benefit under the contract at that time and we will no longer charge for that benefit.

IF YOU ELECTED THE ONE OF THE LIFETIME WITHDRAWAL BENEFITS, on the owner's death, the Benefit will end. However, if the owner's surviving spouse would be eligible to acquire the Benefit as if he/she were a new purchaser, then the surviving spouse may elect the Benefit under the Spousal Continuation Option.

IF YOU ELECTED THE INCOME APPRECIATOR BENEFIT, on the owner's death (or first-to-die, in the case of joint owners), the Income Appreciator Benefit will end unless the contract is continued by the deceased owner's surviving spouse under the Spousal Continuation Option. If the contract is continued by the surviving spouse, we will continue to pay the balance of any Income Appreciator Benefit payments until the earliest to occur of the following:

(a) the date on which 10 years' worth of IAB automatic withdrawal payments or IAB credits, as applicable, have been paid, (b) the latest date on which annuity payments would have had to have commenced had the owner not died (i.e., the contract anniversary coinciding with or next

following the annuitant's 95th birthday), or (c) the contract anniversary coinciding with or next following the annuitants' surviving spouse's 95th birthday.

If the Income Appreciator Benefit has not been in force for 7 contract years, the surviving spouse may not activate the benefit until it has been in force for 7 contract years. If the attained age of the surviving spouse at activation of the Spousal Continuation Option, when added to the remainder of the Income Appreciator Benefit waiting period to be satisfied, would preclude the surviving spouse from utilizing the Income Appreciator Benefit, we will revoke the Income Appreciator Benefit under the contract at that time and we will no longer charge for that benefit. If the Income Appreciator Benefit has been in force for 7 contract years or more, but the benefit has not been activated, the surviving spouse may activate the benefit at any time after the contract has been continued. If the Income Appreciator Benefit is activated after the contract is continued by the surviving spouse, the Income Appreciator Benefit calculation will exclude any amount added to the contract at the time of spousal continuation resulting from any death benefit value exceeding the Contract Value.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS?

LIFETIME FIVE/SM/ INCOME BENEFIT (LIFETIME FIVE)/SM/

The Lifetime Five Income Benefit (Lifetime Five) is an optional feature that guarantees your ability to withdraw amounts equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on your Contract Value, subject to our rules regarding the timing and amount of withdrawals. There are two options - one is designed to provide an annual withdrawal amount for life (the "Life Income Benefit") and the other is designed to provide a greater annual withdrawal amount (than the first option) as long as there is Protected Withdrawal Value (adjusted as described below) (the "Withdrawal Benefit"). If there is no Protected Withdrawal Value, the Withdrawal Benefit will be zero. You do not choose between these two options; each option will continue to be available as long as the annuity has a Contract Value and Lifetime Five is in effect. Certain benefits under Lifetime Five may remain in effect even if the Contract Value is zero. The option may be appropriate if you intend to make periodic withdrawals from your contract and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals - the guarantees are not lost if you withdraw less than the maximum allowable amount each year. Lifetime Five is only being offered in those jurisdictions where we have received regulatory approval and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions. Certain terms and conditions may differ between jurisdictions once approved.

Lifetime Five is subject to certain restrictions described below.

. Currently, Lifetime Five can only be elected once each contract year, and only where the annuitant and the contract owner are the same person or, if the contract owner is an entity, where there is only one annuitant. We reserve the right to limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to contract owners who have an effective Lifetime Five Income Benefit.

. The annuitant must be at least 45 years old when Lifetime Five is elected.

. Lifetime Five may not be elected if you have elected any other optional living benefit.

. Owners electing this benefit prior to December 5, 2005, were required to allocate Contract Value to one or more of the following asset allocation portfolios of the Prudential Series Fund: SP Balanced Asset Allocation Portfolio, SP Conservative Asset Allocation Portfolio, and SP Growth Asset Allocation Portfolio. Owners electing this benefit on or after December 5, 2005 must allocate Contract Value to one or more of the following asset allocation portfolios of Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST UBS Dynamic Alpha Portfolio, AST American Century Strategic Allocation or AST T. Rowe Price Asset Allocation Portfolio. As specified in this paragraph, you generally must allocate your Contract Value in accordance with the then-available option(s) that we may prescribe, in order to elect and maintain Lifetime Five. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. All subsequent transfers and purchase payments will be subject to the new investment limitations.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Protected Withdrawal Value

The Protected Withdrawal Value is used to determine the amount of each annual payment under the Life Income Benefit and the Withdrawal Benefit. The initial Protected Withdrawal Value is determined as of the date you make your first withdrawal under your contract following your election of Lifetime Five. The initial Protected Withdrawal Value is equal to the greater of:

(A) the Contract Value on the date you elect Lifetime Five, plus any additional Purchase Payments (and any Credits), each growing at 5% per year from the date of your election of the benefit, or application of the Purchase Payment to your contract, as applicable, until the date of your first withdrawal or the 10th anniversary of the benefit effective date, if earlier;

(B) the Contract Value on the date of the first withdrawal from your contract, prior to the withdrawal;

(C) the highest Contract Value on each contract anniversary, plus subsequent Purchase Payments (plus any Credits) prior to the first withdrawal or the 10th anniversary of the benefit effective date, if earlier.

With respect to A and C above, after the 10th anniversary of the benefit effective date, each value is increased by the amount of any subsequent Purchase Payments (plus any Credits).

If you elect Lifetime Five at the time you purchase your contract, the Contract Value will be your initial Purchase Payment (plus any Credits).

For existing contract owners who are electing the Lifetime Five Benefit, the Contract Value on the date of the contract owner's election of Lifetime Five will be used to determine the initial Protected Withdrawal Value.

If you make additional Purchase Payments after your first withdrawal, the Protected Withdrawal Value will be increased by the amount of each additional Purchase Payment (plus any Credits).

Step-Up of the Protected Withdrawal Value You may elect to step-up your Protected Withdrawal Value if, due to positive market performance, your Contract Value is greater than the Protected Withdrawal Value.

If you elected the Lifetime Five program on or after March 20, 2006:

- . you are eligible to step-up the Protected Withdrawal Value on or after the 1st anniversary of the first withdrawal under the Lifetime Five program
- . the Protected Withdrawal Value can be stepped up again on or after the 1st anniversary of the preceding step-up

If you elected the Lifetime Five program prior to March 20, 2006 and that original election remains in effect:

- . you are eligible to step-up the Protected Withdrawal Value on or after the 5th anniversary of the first withdrawal under the Lifetime Five program
- . the Protected Withdrawal Value can be stepped up again on or after the 5th anniversary of the preceding step-up

In either scenario (i.e., elections before or after March 20, 2006) if you elect to step-up the Protected Withdrawal Value under the program, and on the date you elect to step-up, the charges under the Lifetime Five program have changed for new purchasers, you may be subject to the new charge at the time of step-up. Upon election of the step-up, we increase the Protected Withdrawal Value to be equal to the then current Contract Value. For example, assume your initial Protected Withdrawal Value was \$100,000 and you have made cumulative withdrawals of \$40,000, reducing the Protected Withdrawal Value to \$60,000. On the date you are eligible to step-up the Protected Withdrawal Value, your Contract Value is equal to \$75,000. You could elect to step-up the Protected Withdrawal Value to \$75,000 on the date you are eligible. If your current Annual Income Amount and Annual Withdrawal Amount are less than they would be if we did not reflect the step-up in Protected Withdrawal Value, then we will increase these amounts to reflect the step-up as described below.

An optional automatic step-up ("Auto Step-Up") feature is available for this benefit. This feature may be elected at the time the benefit is elected or at any time while the benefit is in force.

If you elected Lifetime Five on or after March 20, 2006 and have also elected the Auto Step-Up feature:

- . the first Auto Step-Up opportunity will occur on the 1st contract anniversary that is at least one year after the later of (1) the date of the first withdrawal under Lifetime Five or (2) the most recent step-up.
- . your Protected Withdrawal Value will only be stepped-up if 5% of the Contract Value is greater than the Annual Income Amount by any amount.
- . if at the time of the first Auto Step-Up opportunity, 5% of the Contract Value is not greater than the Annual Income Amount, an Auto Step-Up opportunity will occur on each successive contract anniversary until a step-up occurs.

54

- . once a step-up occurs, the next Auto Step-Up opportunity will occur on the 1st/ contract anniversary that is at least one year after the most recent step-up.

If you elected Lifetime Five prior to March 20, 2006 and have also elected the Auto Step-Up feature:

- . the first Auto Step-Up opportunity will occur on the contract anniversary that is at least five years after the later of (1) the date of the first withdrawal under Lifetime Five or (2) the most recent step-up.
- . your Protected Withdrawal Value will only be stepped-up if 5% of the Contract Value is greater than the Annual Income Amount by 5% or more.
- . if at the time of the first Auto Step-Up opportunity, 5% of the Contract Value does not exceed the Annual Income Amount by 5% or more, an Auto Step-Up opportunity will occur on each successive contract anniversary until a step-up occurs.
- . once a step-up occurs, the next Auto Step-Up opportunity will occur on the contract anniversary that is at least 5 years after the most recent step-up.

In either scenario (i.e., elections before or after March 20, 2006), if on the date that we implement an Auto Step-Up to your Protected Withdrawal Value, the charge for Lifetime Five has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Subject to our rules and restrictions, you will still be permitted to manually step-up the Protected Withdrawal Value even if you elect the Auto Step-Up feature.

The Protected Withdrawal Value is reduced each time a withdrawal is made on a "dollar-for-dollar" basis up to 7% per contract year of the Protected Withdrawal Value and on the greater of a "dollar-for-dollar" basis or a pro rata basis for withdrawals in a contract year in excess of that amount until the Protected Withdrawal Value is reduced to zero. At that point, the Annual Withdrawal Amount will be zero until such time (if any) as the contract reflects a Protected Withdrawal Value (for example, due to a step-up or additional purchase payments being made into the contract).

Annual Income Amount Under the Life Income Benefit The initial Annual Income Amount is equal to 5% of the initial Protected Withdrawal Value. Under Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years. If your cumulative withdrawals are in excess of the Annual Income Amount (Excess Income), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charges that may apply. A withdrawal can be considered Excess Income under the Life Income Benefit even though it does not exceed the Annual Withdrawal Amount under the

Withdrawal Benefit. When you elect a step-up, your Annual Income Amount increases to equal 5% of your Contract Value after the step-up if such amount is greater than your Annual Income Amount. Your Annual Income Amount also increases if you make additional purchase payments. The amount of the increase is equal to 5% of any additional purchase payments. Any increase will be added to your Annual Income Amount beginning on the day that the step-up is effective or the purchase payment is made. A determination of whether you have exceeded your Annual Income Amount is made at the time of each withdrawal; therefore, a subsequent increase in the Annual Income Amount will not offset the effect of a withdrawal that exceeded the Annual Income Amount at the time the withdrawal was made.

Annual Withdrawal Amount Under the Withdrawal Benefit The initial Annual Withdrawal Amount is equal to 7% of the initial Protected Withdrawal Value. Under Lifetime Five, if your cumulative withdrawals each contract year are less than or equal to the Annual Withdrawal Amount, your Protected Withdrawal Value will be reduced on a "dollar-for-dollar" basis. If your cumulative withdrawals are in excess of the Annual Withdrawal Amount (Excess Withdrawal), your Annual Withdrawal Amount will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Withdrawal to the Contract Value immediately prior to such withdrawal (see the examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charges that may apply. When you elect a step-up, your Annual Withdrawal Amount increases to equal 7% of your Contract Value after the step-up if such amount is greater than your Annual Withdrawal Amount. Your Annual Withdrawal Amount also increases if you make additional purchase payments. The amount of the increase is equal to 7% of any additional purchase payments. A determination of whether you have exceeded your Annual Withdrawal Amount is made at the time of each withdrawal; therefore, a subsequent increase in the Annual Withdrawal Amount will not offset the effect of a withdrawal that exceeded the Annual Withdrawal Amount at the time the withdrawal was made.

Lifetime Five does not affect your ability to make withdrawals under your contract or limit your ability to request withdrawals that exceed the Annual Income Amount and the Annual Withdrawal Amount. You are not required to withdraw all or any portion of the Annual Withdrawal Amount or Annual Income Amount in each contract year.

. If, cumulatively, you withdraw an amount less than the Annual Withdrawal Amount under the Withdrawal Benefit in any contract year, you cannot carry-over the unused portion of the Annual Withdrawal Amount to subsequent contract years.

. If, cumulatively, you withdraw an amount less than the Annual Income Amount under the Life Income Benefit in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

However, because the Protected Withdrawal Value is only reduced by the actual amount of withdrawals you make under these circumstances, any unused Annual Withdrawal Amount or Annual Income Amount may extend the period of time until the remaining Protected Withdrawal Value is reduced to zero.

The following examples of dollar-for-dollar and proportional reductions and the step-up of the Protected Withdrawal Value, Annual Withdrawal Amount and Annual Income Amount assume: 1.) the contract date and the effective date of Lifetime Five are February 1, 2005; 2.) an initial purchase payment of \$250,000; 3.) the Contract Value on February 1, 2006 is equal to \$265,000; and

4.) the first withdrawal occurs on March 1, 2006 when the Contract Value is equal to \$263,000. The values set forth here are purely hypothetical, and do not reflect the charge for Lifetime Five.

The initial Protected Withdrawal Value is calculated as the greatest of (a),

(b) and (c):

(a)Purchase payment accumulated at 5% per year from February 1, 2005 until March 1, 2006 (393 days) = $\$250,000 \times 1.05^{(393/365)}$ = \$263,484.33

(b)Contract Value on March 1, 2006 (the date of the first withdrawal) = \$263,000

(c)Contract Value on February 1, 2006 (the first contract anniversary) = \$265,000

Therefore, the initial Protected Withdrawal Value is equal to \$265,000. The Annual Withdrawal Amount is equal to \$18,550 under the Withdrawal Benefit (7% of \$265,000). The Annual Income Amount is equal to \$13,250 under the Life Income Benefit (5% of \$265,000).

Example 1. Dollar-for-Dollar Reduction

If \$10,000 was withdrawn (less than both the Annual Income Amount and the Annual Withdrawal Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Withdrawal Amount for current contract year = $\$18,550 - \$10,000 = \$8,550$

. Annual Withdrawal Amount for future contract years remains at \$18,550

. Remaining Annual Income Amount for current contract year = $\$13,250 - \$10,000 = \$3,250$

. Annual Income Amount for future contract years remains at \$13,250

. Protected Withdrawal Value is reduced by \$10,000 from \$265,000 to \$255,000

Example 2. Dollar-for-Dollar and Proportional Reductions

a) If \$15,000 was withdrawn (more than the Annual Income Amount but less than the Annual Withdrawal Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Withdrawal Amount for current contract year = $\$18,550 - \$15,000 = \$3,550$

. Annual Withdrawal Amount for future contract years remains at \$18,550

. Remaining Annual Income Amount for current contract year = \$0

. Excess of withdrawal over the Annual Income Amount ($\$15,000 - \$13,250 = \$1,750$) reduces Annual Income Amount for future contract years.

. Reduction to Annual Income Amount = $\text{Excess Income}/\text{Contract Value before Excess Income} \times \text{Annual Income Amount} = \$1,750/(\$263,000 - \$13,250) \times \$13,250 = \$93$

. Annual Income Amount for future contract years = $\$13,250 - \$93 = \$13,157$

. Protected Withdrawal Value is reduced by \$15,000 from \$265,000 to \$250,000

b) If \$25,000 was withdrawn (more than both the Annual Income Amount and the Annual Withdrawal Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Withdrawal Amount for current contract year = \$0

. Excess of withdrawal over the Annual Withdrawal Amount ($\$25,000 - \$18,550 = \$6,450$) reduces Annual Withdrawal Amount for future contract years.

. Reduction to Annual Withdrawal Amount = $\text{Excess Withdrawal}/\text{Contract Value before Excess Withdrawal} \times \text{Annual Withdrawal Amount} = \$6,450/(\$263,000 - \$18,550) \times \$18,550 = \$489$

. Annual Withdrawal Amount for future contract years = $\$18,550 - \$489 = \$18,061$

. Remaining Annual Income Amount for current contract year = \$0

. Excess of withdrawal over the Annual Income Amount ($\$25,000 - \$13,250 = \$11,750$) reduces Annual Income Amount for future contract years.

- . Reduction to Annual Income Amount = Excess Income/Contract Value before Excess Income X Annual Income Amount = $\$11,750/(\$263,000 - \$13,250) \times \$13,250 = \$623$
- . Annual Income Amount for future contract years = $\$13,250 - \$623 = \$12,627$
- . Protected Withdrawal Value is first reduced by the Annual Withdrawal Amount (\$18,550) from \$265,000 to \$246,450. It is further reduced by the greater of a dollar-for-dollar reduction or a proportional reduction.
- . Dollar-for-dollar reduction = $\$25,000 - \$18,550 = \$6,450$

56

- . Proportional reduction = Excess Withdrawal/Contract Value before Excess Withdrawal X Protected Withdrawal Value = $\$6,450/(\$263,000 - \$18,550) \times \$246,450 = \$6,503$

- . Protected Withdrawal Value = $\$246,450 - \max[\$6,450, \$6,503] = \$239,947$

Example 3. Step-up of the Protected Withdrawal Value If the Annual Income Amount (\$13,250) is withdrawn each year starting on March 1, 2006 for a period of 3 years, the Protected Withdrawal Value on February 1, 2012 would be reduced to \$225,250 $\{\$265,000 - (\$13,250 \times 3)\}$. If a step-up is elected on February 1, 2012, and the Contract Value on February 1, 2012 is \$280,000, then the following values would result:

- . Protected Withdrawal Value = Contract Value on February 1, 2012 = \$280,000
 - . Annual Income Amount is equal to the greater of the current Annual Income Amount or 5% of the stepped up Protected Withdrawal Value. Current Annual Income Amount is \$13,250. 5% of the stepped up Protected Withdrawal Value is 5% of \$280,000, which is \$14,000. Therefore, the Annual Income Amount is increased to \$14,000.
 - . Annual Withdrawal Amount is equal to the greater of the current Annual Withdrawal Amount or 7% of the stepped up Protected Withdrawal Value. Current Annual Withdrawal Amount is \$18,550. 7% of the stepped-up Protected Withdrawal Value is 7% of \$280,000, which is \$19,600. Therefore the Annual Withdrawal Amount is increased to \$19,600.
 - . Because the Contract Date and Effective Date of Lifetime Five for this example is prior to March 20, 2006, if the step-up request on February 1, 2012 was due to the election of the auto step-up feature, we would first check to see if an auto step-up should occur by checking to see if 5% of the Contract Value exceeds the Annual Income Amount by 5% or more. 5% of the Contract Value is equal to 5% of \$280,000, which is \$14,000. 5% of the Annual Income Amount (\$13,250) is \$662.50, which added to the Annual Income Amount is \$13,912.50. Since 5% of the
-

Contract Value is greater than \$13,912.50, the step-up would still occur in this scenario, and all of the values would be increased as indicated above. Had the Contract Date and effective date of the Lifetime Five Benefit been on or after March 20, 2006, the step-up would still occur because 5% of the Contract Value is greater than the Annual Income Amount.

Benefits Under Lifetime Five

. If your Contract Value is equal to zero, and the cumulative withdrawals in the current contract year are greater than the Annual Withdrawal Amount, Lifetime Five will terminate. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount and amounts are still payable under both the Life Income Benefit and the Withdrawal Benefit, you will be given the choice of receiving the payments under the Life Income Benefit or under the Withdrawal Benefit. Once you make this election we will make an additional payment for that contract year equal to either the remaining Annual Income Amount or Annual Withdrawal Amount for the contract year, if any, depending on the option you choose. In subsequent contract years we make payments that equal either the Annual Income Amount or the Annual Withdrawal Amount. You will not be able to change the option after your election and no further purchase payments will be accepted under your contract. If you do not make an election, we will pay you annually under the Life Income Benefit. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount but less than or equal to the Annual Withdrawal Amount and amounts are still payable under the Withdrawal Benefit, you will receive the payments under the Withdrawal Benefit. In the year of a withdrawal that reduced your Contract Value to zero, we will make an additional payment to equal any remaining Annual Withdrawal Amount and make payments equal to the Annual Withdrawal Amount in each subsequent year (until the Protected Withdrawal Value is depleted). Once your Contract Value equals zero no further purchase payments will be accepted under your contract.

. If annuity payments are to begin under the terms of your contract or if you decide to begin receiving annuity payments and there is any Annual Income Amount due in subsequent contract years or any remaining Protected Withdrawal Value, you can elect one of the following three options:

1. apply your Contract Value to any annuity option available;
2. request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We make such annuity payments until the annuitant's death; or
3. request that, as of the date annuity payments are to begin, we pay out any remaining Protected Withdrawal Value as annuity payments. Each year such annuity payments will equal the Annual Withdrawal Amount or the remaining Protected Withdrawal Value if less. We make such annuity payments until the earlier of the annuitant's death or the date the Protected Withdrawal Value is depleted.

We must receive your request in a form acceptable to us at the Prudential Annuity Service Center.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a single life fixed annuity with five payments certain using the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

1. the present value of future Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed annuity rates then currently available or the single life fixed annuity rates guaranteed in your contract; and
2. the Contract Value.

If no withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount and an Annual Withdrawal Amount as if you made your first withdrawal on the date the annuity payments are to begin.

Other Important Considerations

- . Withdrawals under Lifetime Five are subject to all of the terms and conditions of the contract, including any withdrawal charges.
- . Withdrawals made while Lifetime Five is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Lifetime Five does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable withdrawal charges). If you surrender your contract, you will receive the current Contract Value, not the Protected Withdrawal Value.
- . You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing Lifetime Five. Lifetime Five provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Protected Withdrawal Value or Annual Income Amount in the form of periodic benefit payments.

Election of Lifetime Five

Lifetime Five can be elected at the time you purchase your contract, or after the contract date. Elections of Lifetime Five are subject to our eligibility rules and restrictions. The contract owner's Contract Value as of the date of election will be used as the basis to calculate the initial Protected Withdrawal Value, the initial Annual Withdrawal Amount, and the initial Annual Income Amount.

Termination of Lifetime Five

Lifetime Five terminates automatically when your Protected Withdrawal Value and Annual Income Amount reach zero. You may terminate Lifetime Five at any time by notifying us. If you terminate Lifetime Five, any guarantee provided by the benefit will terminate as of the date the termination is effective.

Lifetime Five terminates:

- . upon your surrender of the contract,
- . upon the death of the annuitant (but your surviving spouse may elect a new Lifetime Five Benefit if your spouse elects the Spousal Continuation Option and your spouse would then be eligible to elect the Benefit as if he/she were a new purchaser),
- . upon a change in ownership of the contract that changes the tax identification number of the contract owner, or
- . upon your election to begin receiving annuity payments.

We cease imposing the charge for Lifetime Five upon the earliest to occur of

- (i) your election to terminate the benefit, (ii) our receipt of appropriate proof of the death of the owner (or annuitant, for entity owned contracts),
- (iii) the annuity date, (iv) automatic termination of the benefit due to an impermissible change of owner or annuitant, or (v) a withdrawal that causes the benefit to terminate.

While you may terminate Lifetime Five at any time, we may not terminate the benefit other than in the circumstances listed above. However, we may stop offering Lifetime Five for new elections or re-elections at any time in the future.

Currently, if you terminate Lifetime Five, you generally will be able to re-elect the benefit or elect another lifetime withdrawal benefit on any anniversary of the contract date that is at least 90 calendar days from the date the benefit was last terminated.

If you elected Lifetime Five at the time you purchased your contract and prior to March 20, 2006, and you terminate Lifetime Five, there will be no waiting period before you can re-elect the benefit or elect Spousal Lifetime Five. However, once you choose to re-elect/elect, the waiting period described above will apply to subsequent re-elections. If you elected Lifetime Five after the time you purchased your contract, but prior to March 20, 2006, and you terminate Lifetime Five, you must wait until the contract anniversary following your cancellation before you can re-elect the benefit or elect Spousal Lifetime Five. Once you choose to re-elect/elect, the waiting period described above will apply to subsequent re-elections. We reserve the right to limit the re-election/election frequency in the future. Before making any such change to the re-election/election frequency, we will provide prior notice to contract owners who have an effective Lifetime Five Income Benefit.

Additional Tax Considerations for Qualified Contracts If you purchase an annuity contract as an investment vehicle for "qualified" investments, including an IRA, the minimum distribution rules under the Code require that you begin receiving periodic amounts from your annuity contract

beginning after age 70 1/2. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Withdrawal Amount and the Annual Income Amount, which will cause us to increase the Annual Income Amount and the Annual Withdrawal Amount in any contract year that required minimum distributions due from your contract are greater than such

amounts. Any such payments will reduce your Protected Withdrawal Value. In addition, the amount and duration of payments under the contract payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distribution provisions under the tax law.

SPOUSAL LIFETIME FIVE/SM/ INCOME BENEFIT (SPOUSAL LIFETIME FIVE)/SM/ The Spousal Lifetime Five Income Benefit (Spousal Lifetime Five) described below is only being offered in those jurisdictions where we have received regulatory approval and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions. Certain terms and conditions may differ between jurisdictions once approved. Currently, if you elect Spousal Lifetime Five and subsequently terminate the benefit, there may be a restriction on your ability to re-elect Spousal Lifetime Five and elect another lifetime withdrawal benefit. We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to contract owners who have an effective Spousal Lifetime Five Income Benefit. Spousal Lifetime Five must be elected based on two Designated Lives, as described below. Each Designated Life must be at least 55 years old when the benefit is elected. Spousal Lifetime Five is not available if you elect any other optional living or death benefit. As long as your Spousal Lifetime Five Income Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available option(s). Owners electing this benefit must allocate Contract Value to one or more of the following asset allocation portfolios of the Advanced Series Trust (we reserve the right to change these required portfolios on a prospective basis): AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha Portfolio, or AST American Century Strategic Allocation Portfolio.

We offer a benefit that guarantees until the later death of two natural persons that are each other's spouses at the time of election of Spousal Lifetime Five and at the first death of one of them (the "Designated Lives", each a "Designated Life") the ability to withdraw an annual amount (Spousal Life Income Benefit) equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our rules regarding the timing and amount of withdrawals. The Spousal Life Income Benefit may remain in effect even if the Contract Value is zero. Spousal Lifetime Five may be appropriate if you intend to make periodic withdrawals from your annuity, wish to ensure that market performance will not affect your ability to receive annual payments and you wish either spouse to be able to continue the Spousal Life Income Benefit after the death of the first. You are not required to make withdrawals as part of the benefit - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit.

Initial Protected Withdrawal Value.

The Protected Withdrawal Value is used to determine the amount of each annual payment under the Spousal Life Income Benefit. The initial Protected Withdrawal Value is determined as of the date you make your first withdrawal under your contract following your election of Spousal Lifetime Five. The initial Protected Withdrawal Value is equal to the greater of:

(A) the Contract Value on the date you elect Spousal Lifetime Five, plus any additional Purchase Payments (and any Credits), each growing at 5% per year from the date of your election of the benefit, or application of the Purchase Payment to your contract, as applicable, until the date of your first withdrawal or the 10th anniversary of the benefit effective date, if earlier;

(B) the Contract Value on the date of the first withdrawal from your contract, prior to the withdrawal;

(C) the highest Contract Value on each contract anniversary, plus subsequent Purchase Payments (plus any Credits) prior to the first withdrawal or the 10th anniversary of the benefit effective date, if earlier.

With respect to A and C above, after the 10th anniversary of the benefit effective date, each value is increased by the amount of any subsequent Purchase Payments (plus any Credits)

. If you elect Spousal Lifetime Five at the time you purchase your contract, the Contract Value will be your initial purchase payment (plus any credits).

. For existing contract owners who are electing the Spousal Lifetime Five Benefit, the Contract Value on the date of your election of Spousal Lifetime Five will be used to determine the initial Protected Withdrawal Value.

Annual Income Amount Under the Spousal Life Income Benefit The initial Annual Income Amount is equal to 5% of the initial Protected Withdrawal Value. Under Spousal Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charges that may apply.

You may elect to step-up your Annual Income Amount if, due to positive market performance, 5% of your Contract Value is greater than the Annual Income Amount. You are eligible to step-up the Annual Income Amount on or after the 1st anniversary of

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

the first withdrawal under Spousal Lifetime Five. The Annual Income Amount can be stepped up again on or after the 1st anniversary of the preceding step-up. If you elect to step-up the Annual Income Amount, and on the date you elect to step-up, the charges under Spousal Lifetime Five have changed for new purchasers, you may be subject to the new charge at the time of such step-up. When you elect a step-up, your Annual Income Amount increases to equal 5% of your Contract Value after the step-up. Your Annual Income Amount also increases if you make additional Purchase Payments. The amount of the increase is equal to 5% of any additional Purchase Payments. Any increase will be added to your Annual Income Amount beginning on the day that the step-up is effective or the Purchase Payment is made. A determination of whether you have exceeded your Annual Income Amount is made at the time of each withdrawal; therefore a subsequent increase in the Annual Income Amount will not offset the effect of a withdrawal that exceeded the Annual Income Amount at the time the withdrawal was made.

An optional automatic step-up ("Auto Step-Up") feature is available for this benefit. This feature may be elected at the time the benefit is elected or at any time while the benefit is in force. If you elect this feature, the first Auto Step-Up opportunity will occur on the 1st contract anniversary that is at least one year after the later of (1) the date of the first withdrawal under Spousal Lifetime Five or (2) the most recent step-up. At this time, your Annual Income Amount will be stepped-up if 5% of your Contract Value is greater than the Annual Income Amount by any amount. If 5% of the Contract Value does not exceed the Annual Income Amount, then an Auto Step-Up opportunity will occur on each successive contract anniversary until a step-up occurs. Once a step-up occurs, the next Auto Step-Up opportunity will occur on the 1st contract anniversary that is at least 1 year after the most recent step-up. If, on the date that we implement an Auto Step-Up to your Annual Income Amount, the charge for Spousal Lifetime Five has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Subject to our rules and restrictions, you will still be permitted to manually step-up the Annual Income Amount even if you elect the Auto Step-Up feature.

Spousal Lifetime Five does not affect your ability to make withdrawals under your contract or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Spousal Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to

the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount under Spousal Lifetime Five Income Benefit in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

The following examples of dollar-for-dollar and proportional reductions and the step-up of the Annual Income Amount assume: 1.) the contract date and the effective date of Spousal Lifetime Five are February 1, 2005; 2.) an initial purchase payment of \$250,000; 3.) the Contract Value on February 1, 2006 is equal to \$265,000; and 4.) the first withdrawal occurs on March 1, 2006 when the Contract Value is equal to \$263,000. The values set forth here are purely hypothetical, and do not reflect the charge for the Spousal Lifetime Income Five Benefit.

The initial Protected Withdrawal Value is calculated as the greatest of (a),

(b) and (c):

(a)Purchase payment accumulated at 5% per year from February 1, 2005 until March 1, 2006 (393 days) = $\$250,000 \times 1.05^{(393/365)} = \$263,484.33$

(b)Contract Value on March 1, 2006 (the date of the first withdrawal) = \$263,000

(c)Contract Value on February 1, 2006 (the first contract anniversary) = \$265,000

Therefore, the initial Protected Withdrawal Value is equal to \$265,000. The Annual Income Amount is equal to \$13,250 under the Spousal Life Income Benefit (5% of \$265,000).

Example 1. Dollar-for-Dollar Reduction

If \$10,000 was withdrawn (less than the Annual Income Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Income Amount for current contract year = $\$13,250 - \$10,000 = \$3,250$ Annual Income Amount for future contract years remains at \$13,250

Example 2. Dollar-for-Dollar and Proportional Reductions If \$15,000 was withdrawn (more than the Annual Income Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Income Amount for current contract year = \$0

. Excess of withdrawal over the Annual Income Amount ($\$15,000 - \$13,250 = \$1,750$) reduces Annual Income Amount for future contract years.

. Reduction to Annual Income Amount = $\text{Excess Income} / \text{Contract Value before Excess Income} \times \text{Annual Income Amount} = \$1,750 / (\$263,000 - \$13,250) \times \$13,250 = \$93$

. Annual Income Amount for future contract years = $\$13,250 - \$93 = \$13,157$

Example 3. Step-Up of the Annual Income Amount If a step-up of the Annual Income Amount is requested on February 1, 2010 or the Auto Step-Up feature was elected, the step-up would occur because 5% of the Contract Value, which is \$14,000 (5% of \$280,000), is greater than the Annual Income Amount of \$13,250. The new Annual Income Amount will be equal to \$14,000.

Benefits Under Spousal Lifetime Five

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount and amounts are still payable under the Spousal Life Income Benefit, we will make an additional payment for that contract year equal to the remaining Annual Income Amount for the contract year, if any. Thus, in that scenario, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Annual Income Amount as described above. No further purchase payments will be accepted under your contract. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount, the Spousal Life Income Benefit terminates and no additional payments will be made.

. If annuity payments are to begin under the terms of your contract or if you decide to begin receiving annuity payments and there is any Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

1. apply your Contract Value to any annuity option available; or
2. request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death.

We must receive your request in a form acceptable to us at our office.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a joint and survivor or single (as applicable) life fixed annuity with five payments certain using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

1. the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the single life fixed annuity rates guaranteed in your contract; and
2. the Contract Value.

. If no withdrawal was ever taken, we will determine an initial Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

Other Important Considerations

. Withdrawals under Spousal Lifetime Five are subject to all of the terms and conditions of the contract, including any withdrawal charges.

. Withdrawals made while Spousal Lifetime Five is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Spousal Lifetime Five does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable withdrawal charges). If you surrender your contract, you will receive the current surrender value.

. You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing Spousal Lifetime Five. Spousal Lifetime Five provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. In general, you must allocate your Contract Value in accordance with the then-available option(s) that we may prescribe, in order to elect and maintain Spousal Lifetime Five. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. All subsequent transfers and purchase payments will be subject to the new investment limitations.

. There may be circumstances where you will continue to be charged the full amount for Spousal Lifetime Five even when the benefit is only providing a guarantee of income based on one life with no survivorship.

. In order for the surviving Designated Life to continue Spousal Lifetime Five upon the death of an owner, the Designated Life must elect to assume ownership of the contract under the Spousal Continuance Option.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Election of and Designations of Spousal Lifetime Five Spousal Lifetime Five can only be elected based on two Designated Lives. Designated Lives must be natural persons who are each other's spouses at the time of election of the benefit and at the death of the first of the Designated Lives to die. Currently, the benefit may only be elected where the contract owner, annuitant and beneficiary designations are as follows:

. One contract owner, where the annuitant and the contract owner are the same person and the beneficiary is the contract owner's spouse. The contract owner/annuitant and the beneficiary each must be at least 55 years old at the time of election; or

. Co-contract owners, where the contract owners are each other's spouses. The beneficiary designation must be the surviving spouse. The first named contract owner must be the annuitant. Both contract owners must each be 55 years old at the time of election.

. One contract owner, where the owner is a custodial account established to hold retirement assets for the benefit of the annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account"), the beneficiary is the Custodial Account, and the spouse of the annuitant is the co-annuitant. Both the annuitant and co-annuitant must each be at least 55 years old at the time of election.

No ownership changes or annuitant changes will be permitted once this benefit is elected. However, if the contract is co-owned, the contract owner that is not the annuitant may be removed without affecting the benefit.

Spousal Lifetime Five can be elected at the time that you purchase your contract. We also offer existing contract owners the option to elect Spousal Lifetime Five after the contract date of their contract, subject to our eligibility rules and restrictions. Your Contract Value as of the date of election will be used as a basis to calculate the initial Protected Withdrawal Value and the Annual Income Amount.

Currently, if you terminate Spousal Lifetime Five, you may only be permitted to re-elect the benefit or elect another lifetime withdrawal Benefit on any anniversary of the contract date that is at least 90 calendar days from the date the benefit was last terminated.

We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to contract owners who have an effective Spousal Lifetime Five Income Benefit.

Termination of Spousal Lifetime Five

Spousal Lifetime Five terminates automatically when your Annual Income Amount equals zero. You may terminate Spousal Lifetime Five at any time by notifying us. If you terminate Spousal Lifetime Five, any guarantee provided by the benefit will terminate as of the date the termination is effective and certain restrictions on re-election of the benefit will apply as described above. We reserve the right to further limit the frequency election in the future. Spousal Lifetime Five terminates upon your surrender of the contract, upon the first Designated Life to die if the contract is not continued, upon the second Designated Life to die or upon your election to begin receiving annuity payments.

The charge for Spousal Lifetime Five will no longer be deducted from your Contract Value upon termination of the benefit.

Additional Tax Considerations for Qualified Contracts If you purchase an annuity contract as an investment vehicle for "qualified" investments, including an IRA, the minimum distribution rules under the Code require that you begin receiving periodic amounts from your contract beginning after age 70 1/2. Roth IRAs are not subject to these rules during the contract owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any contract year that required

minimum distributions due from your contract are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distributions under the tax law.

HIGHEST DAILY LIFETIME FIVE/SM/ INCOME BENEFIT (HD5)/SM/

We offer a Benefit that guarantees until the death of the single designated life the ability to withdraw an annual amount (the "Total Annual Income Amount") equal to a percentage of an initial principal value (the "Total Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. The Benefit may be appropriate if you intend to make periodic withdrawals from your Contract, and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the Benefit. We discuss Highest Daily Lifetime Five in greater detail immediately below. In addition, please see the Glossary section of this prospectus for definitions of some of the key terms used with this Benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Highest Daily Lifetime Five, and in the Appendices to this prospectus, we set forth the formula under which we make those asset transfers.

62

Currently, if you elect Highest Daily Lifetime Five and subsequently terminate the Benefit, you will not be able to re-elect Highest Daily Lifetime Five, and may have a waiting period until you can elect another lifetime withdrawal Benefit. Specifically, you will be permitted to elect another lifetime withdrawal Benefit only on an anniversary of the contract date that is at least 90 calendar days from the date that Highest Daily Lifetime Five was terminated. We reserve the right to further limit the election frequency in the future. The income Benefit under Highest Daily Lifetime Five currently is based on a single "designated life" who is at least 55 years old on the date that the Benefit is acquired. The Highest Daily Lifetime Five Benefit is not available if you elect any other optional living Benefit, although you may elect any optional death Benefit (other than the Highest Daily Value Death Benefit). As long as your Highest Daily Lifetime Five Benefit is in effect, you must allocate your Contract Value in accordance with the then-permitted and available investment option(s) with this program.

As discussed below, a key component of Highest Daily Lifetime Five is the Total Protected Withdrawal Value, which is an amount that is distinct from Contract Value. Because each of the Total Protected Withdrawal Value and Total Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Total Annual Income Amount remains. You are guaranteed to be able to withdraw the Total Annual Income Amount for the rest of your life, provided that you have not made "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Total Annual Income Amount. Thus, you could experience a scenario in which your Contract Value was zero, and, due to your excess withdrawals, your Total Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Highest Daily Lifetime Five.

KEY FEATURE - Total Protected Withdrawal Value The Total Protected Withdrawal Value is used to determine the amount of the annual payments under Highest Daily Lifetime Five. The Total Protected Withdrawal Value is equal to the greater of the Protected Withdrawal Value and any Enhanced Protected Withdrawal Value that may exist. We describe how we determine Enhanced Protected Withdrawal Value, and when we begin to calculate it, below. If you do not meet the conditions described below for obtaining Enhanced Protected Withdrawal Value, then Total Protected Withdrawal Value is simply equal to Protected Withdrawal Value.

The Protected Withdrawal Value initially is equal to the Contract Value on the date that you elect Highest Daily Lifetime Five. On each business day thereafter, until the earlier of the first withdrawal or ten years after the date of your election of the Benefit, we recalculate the Protected Withdrawal Value. Specifically, on each such business day (the "Current Business Day"), the Protected Withdrawal Value is equal to the greater of:

. the Protected Withdrawal Value for the immediately preceding business day (the "Prior Business Day"), appreciated at the daily equivalent of 5% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive business

days, but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any Purchase Payment (including any associated Credit) made on the Current Business Day; and

. the Contract Value.

If you have not made a withdrawal prior to the tenth anniversary of the date you elected Highest Daily Lifetime Five (which we refer to as the "Tenth Anniversary"), we will continue to calculate a Protected Withdrawal Value. On or after the Tenth Anniversary and up until the date of the first withdrawal, your Protected Withdrawal Value is equal to the greater of the Protected Withdrawal Value on the Tenth Anniversary or your Contract Value.

The Enhanced Protected Withdrawal Value is only calculated if you do not take a withdrawal prior to the Tenth Anniversary. Thus, if you do take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive Enhanced Protected Withdrawal Value. If no such withdrawal is taken, then on or after the Tenth Anniversary up until the date of the first withdrawal, the Enhanced Protected Withdrawal Value is equal to the sum of:

(a) 200% of the Contract Value on the date you elected Highest Daily Lifetime Five;

(b) 200% of all Purchase Payments (and any associated Credits) made during the one-year period after the date you elected Highest Daily Lifetime Five; and

(c) 100% of all Purchase Payments (and any associated Credits) made more than one year after the date you elected Highest Daily Lifetime Five, but prior to the date of your first withdrawal.

We cease these daily calculations of the Protected Withdrawal Value and Enhanced Protected Withdrawal Value (and therefore, the Total Protected Withdrawal Value) when you make your first withdrawal. However, as discussed below, subsequent Purchase Payments (and any associated Credits) will increase the Total Annual Income Amount, while "excess" withdrawals (as described below) may decrease the Total Annual Income Amount.

KEY FEATURE - Total Annual Income Amount under the Highest Daily Lifetime Five Benefit

The initial Total Annual Income Amount is equal to 5% of the Total Protected Withdrawal Value. For purposes of the asset transfer formula described below, we also calculate a Highest Daily Annual Income Amount, which is initially equal to 5% of the Protected

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Withdrawal Value. Under the Highest Daily Lifetime Five Benefit, if your cumulative withdrawals in a Contract Year are less than or equal to the Total Annual Income Amount, they will not reduce your Total Annual Income Amount in subsequent Contract Years, but any such withdrawals will reduce the Total Annual Income Amount on a dollar-for-dollar basis in that Contract Year. If your cumulative withdrawals are in excess of the Total Annual Income Amount ("Excess Income"), your Total Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charge that may apply. A Purchase Payment that you make will increase the then-existing Total Annual Income Amount and Highest Daily Annual Income Amount by an amount equal to 5% of the Purchase Payment (including the amount of any associated Credits).

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this Benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Total Annual Income Amount if your Contract Value increases subsequent to your first withdrawal. We begin examining the Contract Value for purposes of this feature starting with the anniversary of the Contract Date (the

"Contract Anniversary") immediately after your first withdrawal under the Benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on the business days corresponding to the end of each quarter that (i) is based on your Contract Year, rather than a calendar year; (ii) is subsequent to the first withdrawal; and (iii) falls within the immediately preceding Contract Year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. We multiply each of those quarterly Contract Values by 5%, adjust each such quarterly value for subsequent withdrawals and Purchase Payments, and then select the highest of those values. If the highest of those values exceeds the existing Total Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Total Annual Income Amount intact. In later years, (i.e., after the first Contract Anniversary after the first withdrawal) we determine whether an automatic step-up should occur on each Contract Anniversary, by performing a similar examination of the Contract Values on the end of the four immediately preceding quarters. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Total Annual Income Amount, the charge for Highest Daily Lifetime Five has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Highest Daily Lifetime Five upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

The Highest Daily Lifetime Five program does not affect your ability to make withdrawals under your contract, or limit your ability to request withdrawals that exceed the Total Annual Income Amount. Under Highest Daily Lifetime Five, if your cumulative withdrawals in a Contract Year are less than or equal to the Total Annual Income Amount, they will not reduce your Total Annual Income Amount in subsequent Contract Years, but any such withdrawals will reduce the Total Annual Income Amount on a dollar-for-dollar basis in that Contract Year.

If, cumulatively, you withdraw an amount less than the Total Annual Income Amount in any Contract Year, you cannot carry-over the unused portion of the Total Annual Income Amount to subsequent Contract Years.

Examples of dollar-for-dollar and proportional reductions and the Highest Quarterly Auto Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Highest Daily Lifetime Five Benefit or any other fees and charges. Assume the following for all three examples:

. The Contract Date is December 1, 2006.

. The Highest Daily Lifetime Five Benefit is elected on March 5, 2007.

Dollar-for-dollar reductions

On May 2, 2007, the Total Protected Withdrawal Value is \$120,000, resulting in a Total Annual Income Amount of \$6,000 (5% of \$120,000). Assuming \$2,500 is withdrawn from the Contract on this date, the remaining Total Annual Income Amount for that Contract Year (up to and including December 1, 2007) is \$3,500. This is the result of a dollar-for-dollar reduction of the Total Annual Income Amount - \$6,000 less \$2,500 = \$3,500.

Proportional reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2007 and the Contract Value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Total Annual Income Amount for that Contract Year to \$0. The remaining withdrawal amount - \$1,500 - reduces the Total Annual Income Amount in future Contract Years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that Contract Year, each would result in another proportional reduction to the Total Annual Income Amount).

Here is the calculation:

Contract Value before withdrawal	\$110,000.00	
Less amount of "non" excess withdrawal	\$ 3,500.00	
Contract Value immediately before excess withdrawal of \$1,500	\$106,500.00	
Excess withdrawal amount	\$ 1,500.00	
Divided by Contract Value immediately before excess withdrawal	\$106,500.00	
Ratio	1.41%	
Total Annual Income Amount	\$ 6,000.00	
Less ratio of 1.41%	\$ 84.51	
Total Annual Income Amount for future Contract Years	\$ 5,915.49	

Highest Quarterly Auto Step-Up

On each Contract Anniversary date, the Total Annual Income Amount is stepped-up if 5% of the highest quarterly value since your first withdrawal (or last Contract Anniversary in subsequent years), adjusted for excess withdrawals and additional Purchase Payments, is higher than the Total Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments.

Continuing the same example as above, the Total Annual Income Amount for this Contract Year is \$6,000. However, the excess withdrawal on August 6 reduces this amount to \$5,915.49 for future years (see above). For the next Contract Year, the Total Annual Income Amount will be stepped-up if 5% of the highest quarterly Contract Value, adjusted for withdrawals, is higher than \$5,915.49. Here are the calculations for determining the quarterly values. Only the June 1 value is being adjusted for excess withdrawals as the September 1 and December 1 Business Days occur after the excess withdrawal on August 6.

Date*	Contract Value	Highest Quarterly Value (adjusted with withdrawal and Purchase Payments)**	Adjusted Total Annual Income Amount (5% of the Highest Quarterly Value)
June 1, 2007	\$118,000.00	\$118,000.00	\$5,900.00
August 6, 2007	\$110,000.00	\$112,885.55	\$5,644.28
September 1, 2007	\$112,000.00	\$112,885.55	\$5,644.28
December 1, 2007	\$119,000.00	\$119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The Contract Anniversary Date of December 1 is considered the fourth and final quarterly valuation date for the year. ** In this example, the first quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Total Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Total Annual Income Amount for the Contract Year), resulting in an adjusted Contract Value of \$114,500 before the excess withdrawal.

. This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

The adjusted Total Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the Contract Value on September 1. Since the June 1 adjusted Total Annual Income Amount of \$5,644.28 is higher than \$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final quarterly anniversary date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Total Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value yields the highest amount of \$5,950.00. Since this amount is higher than the current year's Total Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Total Annual Income Amount for the next Contract Year, starting on December 2, 2007 and continuing through December 1, 2008, will be stepped-up to \$5,950.00.

Benefits Under the Highest Daily Lifetime Five Program.

To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Total Annual Income Amount and amounts are still payable under Highest Daily Lifetime Five, we will make an additional payment, if any, for that Contract Year equal to the remaining Total Annual Income Amount for the Contract Year. Thus, in that scenario, the remaining Total Annual Income

Amount would be payable even though your Contract Value was reduced to zero. In subsequent Contract Years we make payments that equal the Total Annual Income Amount as described in this section. We will make payments until the death of the single designated life. To the extent that cumulative withdrawals in the current Contract Year that reduced your Contract Value to zero are more than the Total Annual Income Amount, the Highest Daily Lifetime Five Benefit terminates, and no additional payments will be made.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

If annuity payments are to begin under the terms of your Contract, or if you decide to begin receiving annuity payments and there is a Total Annual Income Amount due in subsequent Contract Years, you can elect one of the following two options:

(1) apply your Contract Value to any annuity option available; or

(2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Total Annual Income Amount. We will make payments until the death of the single designated life.

We must receive your request in a form acceptable to us at our office.

In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments in the form of a single life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your Contract. The amount that will be applied to provide such annuity payments will be the greater of:

(1) the present value of the future Total Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed annuity rates then currently available or the single life fixed annuity rates guaranteed in your Contract; and

(2) the Contract Value.

. If no withdrawal was ever taken, we will calculate the Total Annual Income Amount as if you made your first withdrawal on the date that annuity payments are to begin.

. Please note that payments that we make under this Benefit after the contract anniversary coinciding with or next following the annuitant's 95th birthday will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Highest Daily Lifetime Five Benefit are subject to all of the terms and conditions of the Contract, including any withdrawal charge.

. Withdrawals made while the Highest Daily Lifetime Five Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the Contract. The Highest Daily Lifetime Five Benefit does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable withdrawal charge). If you surrender your Contract, you will receive the current surrender value.

. You can make withdrawals from your Contract while your Contract Value is greater than zero without purchasing the Highest Daily Lifetime Five Benefit. The Highest Daily Lifetime Five Benefit provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Total Annual Income Amount in the form of periodic Benefit payments. Please note that the payments that we make under this Benefit after the contract anniversary coinciding with or next following the Annuitant's 95th birthday will be treated as annuity payments.

. Upon inception of the Benefit, 100% of your Contract Value must be allocated to the permitted Sub-accounts. However, the asset transfer component of the Benefit as described below may transfer Contract Value to the Benefit Fixed Rate Account as of the effective date of the Benefit in some circumstances.

. You cannot allocate Purchase Payments or transfer Contract Value to a Fixed Interest Rate Option if you elect Highest Daily Lifetime Five.

. Transfers to and from the Sub-accounts and the Benefit Fixed Rate Account triggered by the asset transfer component of the Benefit will not count toward the maximum number of free transfers allowable under the Contract.

. In general, you must allocate your Contract Value in accordance with the then available investment option(s) that we may prescribe in order to elect and maintain the Highest Daily Lifetime Five Benefit. If, subsequent to your election of the Benefit, we change our requirements for how Contract Value must be allocated under the Benefit, the new requirement will apply only to new elections of the Benefit, and we will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. Subsequent to any change in requirements, transfers of Contract Value and allocation of additional Purchase Payments may be subject to the new investment limitations.

Election of and Designations Under the Program For Highest Daily Lifetime Five, there must be either a single Owner who is the same as the Annuitant, or if the Contract is entity-owned, there must be a single natural person Annuitant. In either case, the Annuitant must be at least 55 years old.

Any change of the Annuitant under the Contract will result in cancellation of Highest Daily Lifetime Five. Similarly, any change of Owner will result in cancellation of Highest Daily Lifetime Five, except if (a) the new Owner has the same taxpayer identification number as the previous owner (b) both the new Owner and previous Owner are entities or (c) the previous Owner is a natural person and the new Owner is an entity.

Currently, if you terminate the Highest Daily Lifetime Five Benefit, you will

(a) not be permitted to re-elect the Benefit and (b) may be allowed to elect another lifetime withdrawal benefit only on any anniversary of the Contract Date that is at least 90

calendar days from the date the Highest Daily Lifetime Five Benefit was terminated. We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to Owners who have an effective Highest Daily Lifetime Five Benefit. We also have administrative rules with regard to your subsequent election of the other lifetime withdrawal benefits.

Termination of the Program

You may terminate the Benefit at any time by notifying us. If you terminate the Benefit, any guarantee provided by the Benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. The Benefit terminates: (i) upon your termination of the Benefit (ii) upon your surrender of the Contract (iii) upon your election to begin receiving annuity payments (iv) upon the death of the Annuitant (v) if both the Contract Value and Total Annual Income Amount equal zero or (vi) if you fail to meet our requirements for issuing the Benefit.

Upon termination of Highest Daily Lifetime Five, we cease deducting the charge for the Benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the Benefit Fixed Rate Account (as defined below) to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

Return of Principal Guarantee

If you have not made a withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next business day, if that anniversary is not a business day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

- (a) your Contract Value on the day that you elected Highest Daily Lifetime Five; and
- (b) the sum of each Purchase Payment you made (including any Credits) during the one-year period after you elected the Benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options and the Benefit Fixed Rate Account (described below), in the same proportion that each such investment option bears to your total Contract Value, immediately prior to the application of the amount. Any such amount will not be considered a purchase payment when calculating your Total Protected Withdrawal Value, your death Benefit, or the amount of any other optional Benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. This potential addition to Contract Value is available only if you have elected Highest Daily Lifetime Five and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee.

Upon termination, we may limit or prohibit investment in the fixed interest rate options.

Asset Transfer Component of Highest Daily Lifetime Five As indicated above, we limit the sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Five. For purposes of this Benefit, we refer to those permitted sub-accounts as the "Permitted Sub-accounts". The Permitted Sub-accounts are identified in the contract application. As a requirement of participating in Highest Daily Lifetime Five, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a fixed interest rate account that is part of our general account (the "Benefit Fixed Rate Account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The Benefit Fixed Rate Account is available only with this Benefit, and thus you may not allocate Purchase Payments to that Account. The interest rate that we pay with respect to the Benefit Fixed Rate Account is reduced by an amount that corresponds generally to the charge that we assess against your variable sub-accounts for Highest Daily Lifetime Five. The Benefit Fixed Rate Account is not subject to the Investment Company Act of 1940 or the Securities Act of 1933.

Under the asset transfer component of Highest Daily Lifetime Five, we monitor your Contract Value daily and, if necessary, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the Benefit Fixed Rate Account. Any transfer would be made in accordance with a formula, which is set forth in the schedule supplement to the endorsement for this Benefit (and also appears in the Appendices to this prospectus). Speaking generally, the formula, which we apply each business day, operates as follows. The formula starts by identifying your Protected Withdrawal Value for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) Highest Daily Annual Income Amount. Then, using our actuarial tables, we produce an estimate of the total amount we would target in our allocation model, based on the projected Highest Daily Annual Income Amount each year for the rest of your life. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected Highest Daily Annual Income Amount (and thus your Target Value) would take into

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

account any automatic step-up that was scheduled to occur according to the step-up formula described above. Next, the formula subtracts from the Target Value the amount held within the Benefit Fixed Rate Account on that day, and divides that difference by the amount held within the

Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the Benefit Fixed Rate Account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it means essentially that too much Target Value is not offset by assets within the Benefit Fixed Rate Account, and therefore we will transfer an amount from your Permitted Sub-accounts to the Benefit Fixed Rate Account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the Benefit Fixed Rate Account to the Permitted Sub-accounts would occur. Note that the formula is calculated with reference to the Highest Daily Annual Income Amount, rather than with reference to the Total Annual Income Amount.

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable Contract Value to the Benefit Fixed Rate Account, because such a reduction will tend to increase the Target Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the Benefit Fixed Rate Account. In deciding how much to transfer, we use another formula, which essentially seeks to rebalance amounts held in the Permitted Sub-accounts and the Benefit Fixed Rate Account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime Five, the ratios we use will be fixed. For newly issued annuities that elect Highest Daily Lifetime Five and existing annuities that elect Highest Daily Lifetime Five, however, we reserve the right to change the ratios.

While you are not notified when your contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the Benefit Fixed Rate Account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Five.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

. Not make any transfer; or

. If a portion of your Contract Value was previously allocated to the Benefit Fixed Rate Account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the Benefit Fixed Rate Account will be withdrawn for this purpose on a last-in, first-out basis (an amount renewed into a new guarantee period under the Benefit Fixed Rate Account will be deemed a new investment for purposes of this last-in, first-out rule); or

. Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the Benefit Fixed Rate Account. The interest that you earn on such transferred amount will be equal to the annual rate that we have set for that day, and we will credit the daily equivalent of that annual interest until the earlier of one year from the date of the transfer or the date that such amount in the Benefit Fixed Rate Account is transferred back to the Permitted Sub-accounts.

If a significant amount of your Contract Value is systematically transferred to the Benefit Fixed Rate Account during periods of market declines or low interest rates, less of your Contract Value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that over time a significant portion, and under certain circumstances all, of your Contract Value may be allocated to the Benefit Fixed Rate Account. Note that if your entire Contract Value is transferred to the Benefit Fixed Rate Account, then based on the way the formula operates, that value would remain in the Benefit Fixed Rate Account unless you made additional purchase payments to the Permitted Sub-accounts, which could cause Contract Value to transfer out of the Benefit Fixed Rate Account.

Additional Tax Considerations

If you purchase a contract as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the minimum distribution rules under the Code require that you begin receiving periodic amounts from your contract beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than 5 percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Total Annual Income Amount, which will cause us to increase the Total Annual Income Amount in any Contract Year that required minimum distributions due from your Contract are greater than such amounts. In addition, the amount and duration of payments under the contract payment and death Benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distribution under the tax law. Please note, however, that any withdrawal you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive Enhanced Protected Withdrawal Value and an amount under the Return of Principal Guarantee.

As indicated, withdrawals made while the Highest Daily Lifetime Five Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this Benefit here. However, we do note that if you participate in Highest Daily Lifetime Five through a non-qualified annuity, and your annuity has received Enhanced Protected Withdrawal Value and/or an additional amount under the Return of Principal Guarantee, as with all withdrawals, once all purchase payments are returned under the contract, all subsequent withdrawal amounts will be taxed as ordinary income.

HIGHEST DAILY LIFETIME SEVEN/SM/ INCOME BENEFIT (HD7)/SM/

Highest Daily Lifetime Seven is offered as an alternative to Lifetime Five, Spousal Lifetime Five, and Highest Daily Lifetime Five. Currently, if you elect Highest Daily Lifetime Seven and subsequently terminate the benefit, you may have a waiting period until you can elect Spousal Lifetime Five, Lifetime Five, Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. See "Election of and Designations under the Program" below for details. The income benefit under Highest Daily Lifetime Seven currently is based on a single "designated life" who is at least 55 years old on the date that the benefit is acquired. The Highest Daily Lifetime Seven Benefit is not available if you elect any other optional living benefit, although you may elect any optional death benefit (other than the Highest Daily Value Death Benefit). As long as your Highest Daily Lifetime Seven Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available investment option(s) with this program. In the application for this benefit, we specify the permitted investment options - you may also contact us or your registered representative for further information.

We offer a benefit that guarantees until the death of the single designated life the ability to withdraw an annual amount (the "Annual Income Amount") equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. The benefit may be appropriate if you intend to make periodic withdrawals from your Contract, and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Highest Daily Lifetime Seven, and in Appendix D to this prospectus, we set forth the formula under which we make those asset transfers.

As discussed below, a key component of Highest Daily Lifetime Seven is the Protected Withdrawal Value. Because each of the Protected Withdrawal Value and Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Annual Income Amount remains. You are guaranteed to be able to withdraw the Annual Income Amount for the rest of your life, provided that you have not made "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Annual Income Amount. Thus, you could experience a scenario in which your Contract Value was zero, and, due to your excess withdrawals, your Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Highest Daily Lifetime Seven.

KEY FEATURE - Protected Withdrawal Value The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. On the effective date of the benefit, the Protected Withdrawal Value is equal to your Contract Value. On each business day thereafter, until the earlier of the tenth anniversary of benefit election (the "Tenth Anniversary Date") or the date of the first withdrawal, the Protected Withdrawal Value is equal to the "Periodic Value" described in the next paragraph.

The "Periodic Value" initially is equal to the Contract Value on the effective date of the benefit. On each business day thereafter, until the earlier of the first withdrawal or the Tenth Anniversary Date, we recalculate the Periodic Value. We stop determining the Periodic Value upon the earlier of your first withdrawal after the effective date of the benefit or the Tenth Anniversary Date. On each business day (the "Current Business Day"), the Periodic Value is equal to the greater of:

(1) the Periodic Value for the immediately preceding business day (the "Prior Business Day") appreciated at the daily equivalent of 7% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive Business Days, but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any adjusted Purchase Payment made on the Current business day; and

(2) the Contract Value.

If you make a withdrawal prior to the Tenth Anniversary Date, the Protected Withdrawal Value on the date of the withdrawal is equal to the greatest of:

- a. the Contract Value; or
- b. the Periodic Value on the date of the withdrawal.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

If you have not made a withdrawal on or before the Tenth Anniversary Date, your Protected Withdrawal Value subsequent to the Tenth Anniversary Date is equal to the greatest of:

- (1) the Contract Value; or
- (2) the Periodic Value on the Tenth Anniversary Date, increased for subsequent adjusted Purchase Payments; or
- (3) the sum of:
 - (a) 200% of the Contract Value on the effective date of the benefit;
 - (b) 200% of all adjusted Purchase Payments made within one year after the effective date of the benefit; and
 - (c) all adjusted Purchase Payments made after one year following the effective date of the benefit up to the date of the first withdrawal.

On and after the date of your first withdrawal, your Protected Withdrawal Value is increased by the amount of any subsequent Purchase Payments, is reduced by withdrawals, including your first withdrawal (as described below), and is increased if you qualify for a step-up (as described below). Irrespective of these calculations, your Protected Withdrawal Value will always be at least equal to your Contract Value.

KEY FEATURE - Annual Income Amount under the Highest Daily Lifetime Seven Benefit

The Annual Income Amount is equal to a specified percentage of the Protected Withdrawal Value. The percentage depends on the age of the Annuitant on the date of the first withdrawal after election of the benefit. The percentages are: 5% for ages 74 and younger, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older. Under the Highest Daily Lifetime Seven benefit, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any CDSC that may apply. Withdrawals of any amount up to and including the Annual Income Amount will reduce the Protected Withdrawal Value by the amount of the withdrawal. Withdrawals of Excess Income will reduce the Protected Withdrawal Value by the same ratio as the reduction to the Annual Income Amount.

A Purchase Payment that you make will (i) increase the then-existing Annual Income Amount by an amount equal to a percentage of the Purchase Payment (including the amount of any associated Credits) based on the age of the Annuitant at the time of the first withdrawal (the percentages are: 5% for ages 74 and younger, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older) and (ii) increase the Protected Withdrawal Value by the amount of the Purchase Payment (including the amount of any associated Credits).

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Annual Income Amount if your Contract Value increases subsequent to your first withdrawal. We begin examining the Contract Value for purposes of the Highest Quarterly Step-Up starting with the anniversary of the Contract Date of the Annuity (the "Contract Anniversary") immediately after your first withdrawal under the benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on the business days corresponding to the end of each quarter that (i) is based on your contract year, rather than a calendar year;

(ii) is subsequent to the first withdrawal; and (iii) falls within the immediately preceding contract year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. Having identified each of those quarter-end Contract Values, we then multiply each such value by a percentage that varies based on the age of the Annuitant on the Contract Anniversary as of which the step-up would occur. The percentages are 5% for ages 74 and younger, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older. Thus, we multiply each quarterly value by the applicable percentage, adjust each such quarterly value for subsequent withdrawals and Purchase Payments, and then select the highest of those values. If the highest of those values exceeds the existing Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Annual Income Amount intact. In later years, (i.e., after the first Contract Anniversary after the first withdrawal) we determine whether an automatic step-up should occur on each Contract Anniversary, by performing a similar examination of the Contract Values on the end of the four immediately preceding quarters. At the time that we increase your Annual Income Amount, we also increase your Protected Withdrawal Value to equal the highest quarterly value upon which your step-up was based. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Annual Income Amount, the charge for Highest Daily Lifetime Seven has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Highest Daily Lifetime Seven upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

The Highest Daily Lifetime Seven program does not affect your ability to make withdrawals under your contract, or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Highest Daily Lifetime Seven, if your cumulative withdrawals in an contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

Examples of dollar-for-dollar and proportional reductions, and the Highest Quarterly Auto Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Highest Daily Lifetime Seven benefit or any other fees and charges. Assume the following for all three examples:

- . The Contract Date is December 1, 2007
- . The Highest Daily Lifetime Seven benefit is elected on March 5, 2008
- . The Annuitant was 70 years old when he/she elected the Highest Daily Lifetime Seven benefit

Dollar-for-Dollar Reductions

On May 2, 2008, the Protected Withdrawal Value is \$120,000, resulting in an Annual Income Amount of \$6,000 (since the Annuitant is younger than 75 at the time of the 1st/withdrawal, the Annual Income Amount is 5% of the Protected Withdrawal Value, in this case 5% of \$120,000). Assuming \$2,500 is withdrawn from the Annuity on this date, the remaining Annual Income Amount for that contract year (up to and including December 1, 2008) is \$3,500.

This is the result of a dollar-for-dollar reduction of the Annual Income Amount - \$6,000 less \$2,500 = \$3,500.

Proportional Reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2008 and the Contract Value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Annual Income Amount for that contract year to \$0. The remaining withdrawal amount - \$1,500

- reduces the Annual Income Amount in future contract years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that contract year, each would result in another proportional reduction to the Annual Income Amount).

Here is the calculation:

Contract Value before withdrawal	\$110,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract Value immediately before excess withdrawal of \$1,500	\$106,500.00
Excess withdrawal amount	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$106,500.00
Ratio	1.41%
Annual Income Amount	\$ 6,000.00
Less ratio of 1.41%	-\$ 84.51
Annual Income Amount for future contract years	\$ 5,915.49

Highest Quarterly Auto Step-Up

On each Contract Anniversary date, the Annual Income Amount is stepped-up if the appropriate percentage (based on the Annuitant's age on the Contract Anniversary) of the highest quarterly value since your first withdrawal (or last Contract Anniversary in subsequent years), adjusted for withdrawals and additional Purchase Payments, is higher than the Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments (plus any Credits).

Continuing the same example as above, the Annual Income Amount for this contract year is \$6,000. However, the excess withdrawal on August 6 reduces this amount to \$5,915.49 for future years (see above). For the next contract year, the Annual Income Amount will be stepped-up if 5% (since the youngest Designated Life is younger than 75 on the date of the potential step-up) of the highest quarterly Contract Value adjusted for withdrawals, is higher than \$5,915.49. Here are the calculations for determining the quarterly values. Only the June 1 value is being adjusted for excess withdrawals as the September 1 and December 1 business days occur after the excess withdrawal on August 6.

Date*	Contract Value	Highest Quarterly Value (adjusted with withdrawal and Purchase Payments)**	Adjusted Annual Income Amount (5% of the Highest Quarterly Value)
June 1, 2008	\$118,000.00	\$118,000.00	\$5,900.00
August 6, 2008	\$110,000.00	\$112,885.55	\$5,644.28
September 1, 2008	\$112,000.00	\$112,885.55	\$5,644.28
December 1, 2008	\$119,000.00	\$119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The Contract Anniversary Date of December 1 is considered the fourth and final quarterly valuation date for the year. ** In this example, the first quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Annual Income Amount for the contract year), resulting in an adjusted Contract Value of \$114,500 before the excess withdrawal.

. This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

The adjusted Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the Contract Value on September 1. Since the June 1 adjusted Annual Income Amount of \$5,644.28 is higher than \$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final quarterly anniversary date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value yields the highest amount of \$5,950.00. Since this amount is higher than the current year's Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Annual Income Amount for the next contract year, starting on December 2, 2008 and continuing through December 1, 2009, will be stepped-up to \$5,950.00.

BENEFITS UNDER THE HIGHEST DAILY LIFETIME SEVEN PROGRAM

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount or as a result of the fee that we assess for Highest Daily Lifetime Seven, and amounts are still payable under Highest Daily Lifetime Seven, we will make an additional payment, if any, for that contract year equal to the remaining Annual Income Amount for the contract year. Thus, in that scenario, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Annual Income Amount as described in this section. We will make payments until the death of the single designated life. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount, the Highest Daily Lifetime Seven benefit terminates, and no additional payments are made. However, if a withdrawal in the latter scenario was taken to meet required minimum distribution requirements under the Annuity, then the benefit will not terminate, and we will continue to pay the Annual Income Amount in the form of a fixed annuity.

. If Annuity payments are to begin under the terms of your Annuity, or if you decide to begin receiving Annuity payments and there is a Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

(1) apply your Contract Value to any Annuity option available; or

(2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will make payments until the death of the single designated life.

We must receive your request in a form acceptable to us at our office.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments in the form of a single life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such Annuity payments will be the greater of:

(1)the present value of the future Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed annuity rates then currently available or the single life fixed annuity rates guaranteed in your Annuity; and

(2)the Contract Value.

. If no withdrawal was ever taken, we will calculate the Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

. Please note that payments that we make under this benefit after the Contract Anniversary coinciding with or next following the annuitant's 95th birthday will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Highest Daily Lifetime Seven benefit are subject to all of the terms and conditions of the Contract, including any CDSC.

. Withdrawals made while the Highest Daily Lifetime Seven Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the Contract. The Highest Daily Lifetime Seven Benefit does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable CDSC). If you surrender your Contract you will receive the current surrender value.

. You can make withdrawals from your Contract while your Contract Value is greater than zero without purchasing the Highest Daily Lifetime Seven benefit. The Highest Daily Lifetime Seven benefit provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the permitted Sub-accounts.

. You cannot allocate Purchase Payments or transfer Contract Value to the AST Investment Grade Bond Portfolio Sub-account (see description below) if you elect this benefit. A summary description of the AST Investment Grade Bond Portfolio appears within the prospectus section entitled "What Investment Options Can I Choose?". Upon the initial transfer of your Account Value into the AST Investment Grade Bond Portfolio, we will send a prospectus for that Portfolio to you, along with your confirmation. In addition, you can find a copy of the AST Investment Grade Bond Portfolio prospectus by going to www.prudentialannuities.com.

. Transfers to and from the elected Sub-accounts and an AST Investment Grade Bond Portfolio Sub-account triggered by the asset transfer component of the benefit will not count toward the maximum number of free transfers allowable under the contract.

. You must allocate your Account Value in accordance with the then available investment option(s) that we may prescribe in order to elect and maintain the Highest Daily Lifetime Seven benefit. If, subsequent to your election of the benefit, we change our requirements for how Account Value must be allocated under the benefit, the new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly adopted requirements.

. Currently, Owners electing this benefit must allocate Contract Value to one or more of the following asset allocation portfolios of the Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha, or AST American Century Strategic Allocation.

. The fee for Highest Daily Lifetime Seven is 0.60% annually of the Protected Withdrawal Value. We deduct this fee at the end of each quarter, where each such quarter is part of a year that begins on the effective date of the benefit or an anniversary thereafter. Thus, on each such quarter-end (or the next business day, if the quarter-end is not a business day), we deduct 0.15% of the Protected Withdrawal Value at the end of the quarter. We deduct the fee pro rata from each of your Sub-accounts including the AST Investment Grade Bond Portfolio Sub-account. Since this fee is based on the Protected Withdrawal Value the fee for Highest Daily Lifetime Seven may be greater than it would have been, had it been based on the Contract Value alone. If the fee to be deducted exceeds the current Contract Value, we will reduce the Contract Value to zero, and continue the benefit as described above.

Election of and Designations under the Program For Highest Daily Lifetime Seven, there must be either a single Owner who is the same as the Annuitant, or if the Contract is entity owned, there must be a single natural person Annuitant. In either case, the Annuitant must be at least 55 years old.

Any change of the Annuitant under the Contract will result in cancellation of Highest Daily Lifetime Seven. Similarly, any change of Owner will result in cancellation of Highest Daily Lifetime Seven, except if (a) the new Owner has the same taxpayer identification number as the previous owner (b) ownership is transferred from a custodian to the Annuitant, or vice versa or (c) ownership is transferred from one entity to another entity.

Highest Daily Lifetime Seven can be elected at the time that you purchase your Contract or after the Contract Date, subject to our eligibility rules and restrictions.

Currently, if you terminate the Highest Daily Lifetime Seven benefit, you may only be allowed to re-elect the benefit or elect another lifetime withdrawal benefit on any anniversary of the Contract Date that is at least 90 calendar days from the date the Highest Daily Lifetime Seven Benefit was terminated. We reserve the right to further limit the election frequency in the future. Similarly, we generally may permit those who have terminated Lifetime Five, Spousal Lifetime Five, Highest Daily Lifetime Five or the Spousal Highest Daily Lifetime Seven to elect Highest Daily Lifetime Seven only on an anniversary of the Contract Date that is at least 90 calendar days from the date that such benefit was terminated. We reserve the right to waive that requirement.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Return of Principal Guarantee

If you have not made a withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next business day, if that anniversary is not a business day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

- a. your Contract Value on the day that you elected Highest Daily Lifetime Seven; and
- b. the sum of each Purchase Payment you made (including any Credits) during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options (other than a bond Sub-account used with this benefit), in the same proportion that each such Sub-account bears to your total Contract Value, immediately before the application of the amount. Any such amount will not be considered a Purchase Payment when calculating your Protected Withdrawal Value, your death benefit, or the amount of any optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. This potential addition to Contract Value is available only if you have elected Highest Daily Lifetime Seven and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee.

Termination of the Program

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. The benefit terminates: (i) upon your termination of the benefit (ii) upon your surrender of the Contract (iii) upon your election to begin receiving annuity payments (although if you have elected to take the Annual Income Amount in the form of Annuity payments, we will continue to pay the Annual Income Amount), (iv) upon the death of the Annuitant (v) if both the Contract Value and Annual Income Amount equal zero or (vi) if you cease to meet our requirements for issuing the benefit (see Elections and Designations under the Program).

Upon termination of Highest Daily Lifetime Seven other than upon the death of the Annuitant, we impose any accrued fee for the benefit (i.e., the fee for the pro-rated portion of the year since the fee was last assessed), and thereafter we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the AST Investment Grade Bond Portfolio Sub-account to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

Asset Transfer Component of Highest Daily Lifetime Seven As indicated above, we limit the Sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Seven. For purposes of this benefit, we refer to those permitted Sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Highest Daily Lifetime Seven, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a specified bond fund within the Advanced Series Trust (the "AST Investment Grade Bond Sub-account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The AST Investment Grade Bond Sub-account is available only with this benefit, and thus you may not allocate Purchase Payments to the AST Investment Grade Bond Sub-account. Under the asset transfer component of Highest Daily Lifetime Seven, we monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account. Any transfer would be made in accordance with a formula, which is set forth in the Appendices to this prospectus. Speaking generally, the formula, which we apply each business day, operates as follows. The formula starts by identifying an income basis for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) income amount. Note that we use 5% in the formula, irrespective of the Annuitant's attained age. Then we produce an estimate of the total amount we would target in our allocation model, based on the projected income amount and factors set forth in the formula. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected income amount (and thus your Target Value) would take into account any automatic step-up, any subsequent purchase payments, and any excess withdrawals. Next, the formula subtracts from the Target Value the amount held within the AST Investment Grade Bond Sub-account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the AST Investment Grade Bond Sub-account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it means essentially that too much Target Value is not offset by assets within the AST Investment Grade Bond Sub-account, and therefore we will transfer an amount from your Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts would occur.

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable Contract Value to the AST Investment Grade Bond Sub-account, because such a reduction will tend to increase the Target Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the AST Investment Grade Bond Sub-account. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime Seven, the ratios we use will be fixed. For newly-issued contracts that elect Highest Daily Lifetime Seven and existing contracts that elect Highest Daily Lifetime Seven, however, we reserve the right to change the ratios.

While you are not notified when your Contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the AST Investment Grade Bond Sub-account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Seven.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

. Not make any transfer; or

. If a portion of your Contract Value was previously allocated to the AST Investment Grade Bond Sub-account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the AST Investment Grade Bond Sub-account will be withdrawn for this purpose on a last-in, first-out basis; or

. Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the AST Investment Grade Bond Sub-account.

If a significant amount of your Contract Value is systematically transferred to the AST Investment Grade Bond Sub-account during periods of market declines or low interest rates, less of your Contract Value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that all or a significant portion of your Contract Value may be allocated to the AST Investment Grade Bond Sub-account. Note that if your entire Contract Value is transferred to the AST Investment Grade Bond Sub-account, then based on the way the formula operates, that value would remain in the AST Investment Grade Bond Sub-account unless you made additional Purchase Payments to the Permitted Sub-accounts, which could cause Contract Value to transfer out of the AST Investment Grade Bond Sub-account.

Additional Tax Considerations

If you purchase an annuity as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the Required Minimum Distribution rules under the Code provide that you begin receiving periodic amounts from your annuity beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than five (5) percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any Contract year that Required Minimum Distributions due from your Annuity are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as Required Minimum Distribution provisions under the tax law. Please note, however, that any withdrawal you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive the Return of Principal Guarantee and the guaranteed amount described above under "KEY FEATURE - Protected Withdrawal Value".

As indicated, withdrawals made while this Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this Benefit here. However, we do note that if you participate in Highest Daily Lifetime Seven through a non-qualified annuity, as with all withdrawals, once all Purchase Payments are returned under the contract, all subsequent withdrawal amounts will be taxed as ordinary income.

SPOUSAL HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT

SPOUSAL HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT (SPOUSAL HIGHEST DAILY LIFETIME SEVEN)

Spousal Highest Daily Lifetime Seven is the spousal version of Highest Daily Lifetime Seven. Currently, if you elect Spousal Highest Daily Lifetime Seven and subsequently terminate the benefit, you may have a waiting period until you can elect Spousal Lifetime Five, Lifetime Five, Highest Daily Lifetime Seven, or Spousal Highest Daily Lifetime Seven. See "Election of and Designations under the Program" below for details. Spousal Highest Daily Lifetime Seven must be elected based on two Designated Lives, as described below. Each Designated Life must be at least 59 1/2 years old when the benefit is elected. Spousal Highest Daily Lifetime Seven is not available if you elect any other optional living benefit. As long as your Spousal Highest Daily Lifetime Seven Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available

75

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

investment option(s) with this program. In the application for this benefit, we specify the permitted investment options - you may also contact us or your registered representative for further information.

We offer a benefit that guarantees until the later death of two natural persons who are each other's spouses at the time of election of the benefit and at the first death of one of them (the "Designated Lives", and each, a "Designated Life") the ability to withdraw an annual amount (the "Annual Income Amount") equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. The benefit may be appropriate if you intend to make periodic withdrawals from your Contract, wish to ensure that market performance will not affect your ability to receive annual payments, and wish either spouse to be able to continue the Spousal Highest Daily Lifetime Seven benefit after the death of the first spouse. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Spousal Highest Daily Lifetime Seven, and in Appendix D to this prospectus, we set forth the formula under which we make those asset transfers.

As discussed below, a key component of Spousal Highest Daily Lifetime Seven is the Protected Withdrawal Value. Because each of the Protected Withdrawal Value and Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Annual Income Amount remains. You are guaranteed to be able to withdraw the Annual Income Amount until the death of the second Designated Life, provided that there have not been "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Annual Income Amount. Thus, you could experience a scenario in which your Contract Value was zero, and, due to your excess withdrawals, your Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Spousal Highest Daily Lifetime Seven.

KEY FEATURE - Protected Withdrawal Value The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. On the effective date of the benefit, the Protected Withdrawal Value is equal to your Contract Value. On each business day thereafter, until the earlier of the tenth anniversary of benefit election (the "Tenth Anniversary Date") or the date of the first withdrawal, the Protected Withdrawal Value is equal to the "Periodic Value" described in the next paragraph.

The "Periodic Value" initially is equal to the Contract Value on the effective date of the benefit. On each business day thereafter, until the earlier of the first withdrawal or the Tenth Anniversary Date, we recalculate the Periodic Value. We stop determining the Periodic Value upon the earlier of your first withdrawal after the effective date of the benefit or the Tenth Anniversary Date. On each business day (the "Current Business Day"), the Periodic Value is equal to the greater of:

(1) the Periodic Value for the immediately preceding business day (the "Prior Business Day") appreciated at the daily equivalent of 7% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive business Days, but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any adjusted Purchase Payment made on the Current Business Day; and

(2) the Contract Value.

If you make a withdrawal prior to the Tenth Anniversary Date, the Protected Withdrawal Value on the date of the withdrawal is equal to the greatest of:

a. the Contract Value; or

b. the Periodic Value on the date of the withdrawal.

If you have not made a withdrawal on or before the Tenth Anniversary Date, your Protected Withdrawal Value subsequent to the Tenth Anniversary Date is equal to the greatest of:

(1) the Contract Value; or

(2) the Periodic Value on the Tenth Anniversary Date, increased for subsequent adjusted Purchase Payments; or

(3) the sum of:

(a) 200% of the Contract Value on the effective date of the benefit;

(b) 200% of all adjusted Purchase Payments made within one year after the effective date of the benefit; and

(c) all adjusted Purchase Payments made after one year following the effective date of the benefit up to the date of the first withdrawal.

On and after the date of your first withdrawal, your Protected Withdrawal Value is increased by the amount of any subsequent Purchase Payments, is reduced by withdrawals, including your first withdrawal (as described below), and is increased if you qualify for a step-up (as described below). Irrespective of these calculations, your Protected Withdrawal Value will always be at least equal to your Contract Value.

KEY FEATURE - Annual Income Amount under the Spousal Highest Daily Lifetime Seven Benefit

The Annual Income Amount is equal to a specified percentage of the Protected Withdrawal Value. The percentage depends on the age of the youngest Designated Life on the date of the first withdrawal after election of the benefit. The percentages are: 5% for ages 79 and younger, 6% for ages 80 to 84, 7% for ages 85 to 89, and 8% for ages 90 and older. We use the age of the youngest Designated Life even if that Designated Life is no longer a participant under the Contract due to death or divorce. Under the Spousal Highest Daily Lifetime Seven benefit, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any CDSC that may apply. Withdrawals of any amount up to and including the Annual Income Amount will reduce the Protected Withdrawal Value by the amount of the withdrawal. Withdrawals of Excess Income will reduce the Protected Withdrawal Value by

the same ratio as the reduction to the Annual Income Amount. A Purchase Payment that you make will (i) increase the then-existing Annual Income Amount by an amount equal to a percentage of the Purchase Payment (including the amount of any associated Credits) based on the age of the Annuitant at the time of the first withdrawal (the percentages are: 5% for ages 79 and younger, 6% for ages 80-84, 7% for ages 85-89, and 8% for ages 90 and older) and (ii) increase the Protected Withdrawal Value by the amount of the Purchase Payment (including the amount of any associated Credits).

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Annual Income Amount if your Contract Value increases subsequent to your first withdrawal. We begin examining the Contract Value for purposes of the Highest Quarterly Step-Up starting with the anniversary of the Contract Date of the Annuity (the "Contract Anniversary") immediately after your first withdrawal under the benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on the business days corresponding to the end of each quarter that (i) is based on your contract year, rather than a calendar year;

(ii) is subsequent to the first withdrawal; and (iii) falls within the immediately preceding contract year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. Having identified each of those quarter-end Contract Values, we then multiply each such value by a percentage that varies based on the age of the youngest Designated Life on the Contract Anniversary as of which the step-up would occur. The percentages are 5% for ages 79 and younger, 6% for ages 80-84, 7% for ages 85-89, and 8% for ages 90 and older. Thus, we multiply each quarterly value by the applicable percentage, adjust each such quarterly value for subsequent withdrawals and Purchase Payments, and then select the highest of those values. If the highest of those values exceeds the existing Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Annual Income Amount intact. In later years, (i.e., after the first Contract Anniversary after the first withdrawal) we determine whether an automatic step-up should occur on each Contract Anniversary, by performing a similar examination of the Contract Values on the end of the four immediately preceding quarters. At the time that we increase your Annual Income Amount, we also increase your Protected Withdrawal Value to equal the highest quarterly value upon which your step-up was based. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Annual Income Amount, the charge for Spousal Highest Daily Lifetime Seven has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Spousal Highest Daily Lifetime Seven upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

The Spousal Highest Daily Lifetime Seven program does not affect your ability to make withdrawals under your annuity, or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Spousal Highest Daily Lifetime Seven, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

Examples of dollar-for-dollar and proportional reductions, and the Highest Quarterly Auto Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Spousal Highest Daily Lifetime Seven benefit or any other fees and charges. Assume the following for all three examples:

. The Contract Date is December 1, 2007

. The Spousal Highest Daily Lifetime Seven benefit is elected on March 5, 2008.

. The youngest Designated Life was 70 years old when he/she elected the Spousal Highest Daily Lifetime Seven benefit.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Dollar-for-Dollar Reductions

On May 2, 2008, the Protected Withdrawal Value is \$120,000, resulting in an Annual Income Amount of \$6,000 (since the youngest Designated Life is younger than 80 at the time of the 1st/ withdrawal, the Annual Income Amount is 5% of the Protected Withdrawal Value, in this case 5% of \$120,000). Assuming \$2,500 is withdrawn from the Annuity on this date, the remaining Annual Income Amount for that contract year (up to and including December 1, 2008) is \$3,500. This is the result of a dollar-for-dollar reduction of the Annual Income Amount - \$6,000 less \$2,500 = \$3,500.

Proportional Reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2008 and the Contract Value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Annual Income Amount for that contract year to \$0. The remaining withdrawal amount - \$1,500

- reduces the Annual Income Amount in future contract years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that contract year, each would result in another proportional reduction to the Annual Income Amount).

Here is the calculation:

Contract Value before withdrawal	\$110,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract Value immediately before excess withdrawal of \$1,500	\$106,500.00
Excess withdrawal amount	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$106,500.00
Ratio	1.41%
Annual Income Amount	\$ 6,000.00
Less ratio of 1.41%	-\$ 84.51
Annual Income Amount for future contract years	\$ 5,915.49

Highest Quarterly Auto Step-Up

On each Contract Anniversary date, the Annual Income Amount is stepped-up if the appropriate percentage (based on the youngest Designated Life's age on the Contract Anniversary) of the highest quarterly value since your first withdrawal (or last Contract Anniversary in subsequent years), adjusted for withdrawals and additional Purchase Payments, is higher than the Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments (plus any Credits).

Continuing the same example as above, the Annual Income Amount for this contract year is \$6,000. However, the excess withdrawal on August 6 reduces this amount to \$5,915.49 for future years (see above). For the next contract year, the Annual Income Amount will be stepped-up if 5% (since the youngest Designated Life is younger than 80 on the date of the potential step-up) of the highest quarterly Contract Value adjusted for withdrawals, is higher than \$5,915.49. Here are the calculations for determining the quarterly values. Only the June 1 value is being adjusted for excess withdrawals as the September 1 and December 1 business days occur after the excess withdrawal on August 6.

Date*	Contract Value	Highest Quarterly Value (adjusted with withdrawal and Purchase Payments)**	Adjusted Annual Income Amount (5% of the Highest Quarterly Value)
June 1, 2008	\$118,000.00	\$118,000.00	\$5,900.00
August 6, 2008	\$110,000.00	\$112,885.55	\$5,644.28
September 1, 2008	\$112,000.00	\$112,885.55	\$5,644.28
December 1, 2008	\$119,000.00	\$119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The Contract Anniversary Date of December 1 is considered the fourth and final quarterly valuation date for the year. ** In this example, the first

quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Annual Income Amount for the contract year), resulting in an adjusted Contract Value of \$114,500 before the excess withdrawal.

. This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

78

The adjusted Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the Contract Value on September 1. Since the June 1 adjusted Annual Income Amount of \$5,644.28 is higher than \$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final quarterly anniversary date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value yields the highest amount of \$5,950.00. Since this amount is higher than the current year's Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Annual Income Amount for the next contract year, starting on December 2, 2008 and continuing through December 1, 2009, will be stepped-up to \$5,950.00.

BENEFITS UNDER THE SPOUSAL HIGHEST DAILY LIFETIME SEVEN PROGRAM

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount or as a result of the fee that we assess for Spousal Highest Daily Lifetime Seven, and amounts are still payable under Spousal Highest Daily Lifetime Seven, we will make an additional payment, if any, for that contract year equal to the remaining Annual Income Amount for the contract year. Thus, in that scenario, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Annual Income Amount as described in this section. We will make payments until the death of the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount, the Spousal Highest Daily Lifetime Seven benefit terminates, and no additional payments will be made. However, if a withdrawal in the latter scenario was taken to meet required minimum distribution requirements under the contract, then the benefit will not terminate, and we will continue to pay the Annual Income Amount in the form of a fixed annuity.

. If Annuity payments are to begin under the terms of your contract, or if you decide to begin receiving annuity payments and there is a Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

(1) apply your Contract Value to any Annuity option available; or

(2) request that, as of the date Annuity payments are to begin, we make Annuity payments each year equal to the Annual Income Amount. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. If, due to death of a Designated Life or divorce prior to annuitization, only a single Designated Life remains, then annuity payments will be made as a life annuity for the lifetime of the Designated Life.

We must receive your request in a form acceptable to us at our office.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a joint and survivor or single (as applicable) life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

(1)the present value of the future Annual Income Amount payments. Such present value will be calculated using the greater of the joint and survivor or single (as applicable) life fixed annuity rates then currently available or the joint and survivor or single (as applicable) life fixed annuity rates guaranteed in your Contract; and

(2)the Contract Value.

. If no withdrawal was ever taken, we will calculate the Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

. Please note that payments that we make under this benefit after the Contract Anniversary coinciding with or next following the older of the owner or Annuitant's 95th birthday, will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Spousal Highest Daily Lifetime Seven Benefit are subject to all of the terms and conditions of the contract, including any CDSC.

. Withdrawals made while the Spousal Highest Daily Lifetime Seven Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. The Spousal Highest Daily Lifetime Seven Benefit does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable CDSC). If you surrender your contract you will receive the current surrender value.

. You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing the Spousal Highest Daily Lifetime Seven Benefit. The Spousal Highest Daily Lifetime benefit provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the permitted Sub-accounts.

. You cannot allocate Purchase Payments or transfer Contract Value to the AST Investment Grade Bond Portfolio Sub-account (as described below) if you elect this benefit. A summary description of the AST Investment Grade Bond Portfolio appears within the prospectus section entitled "What Investment Options Can I Choose?". Upon the initial transfer of your Account Value into the AST Investment Grade Bond Portfolio, we will send a prospectus for that Portfolio to you, along with your confirmation. In addition, you can find a copy of the AST Investment Grade Bond Portfolio prospectus by going to www.prudentialannuities.com.

. Transfers to and from the elected Sub-accounts and the AST Investment Grade Bond Portfolio Sub-account triggered by the asset transfer component of the benefit will not count toward the maximum number of free transfers allowable under an Annuity.

. You must allocate your Account Value in accordance with the then available investment option(s) that we may prescribe in order to elect and maintain the Spousal Highest Daily Lifetime Seven benefit. If, subsequent to your election of the benefit, we change our requirements for how Account Value must be allocated under the benefit, the new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly adopted requirements.

. Currently, Owners electing this benefit must allocate Contract Value to one or more of the following asset allocation portfolios of the Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha, or AST American Century Strategic Allocation.

. The fee for Spousal Highest Daily Lifetime Seven is 0.75% annually of the Protected Withdrawal Value. We deduct this fee at the end of each quarter, where each such quarter is part of a year that begins on the effective date of the benefit or an anniversary thereafter. Thus, on each such quarter-end (or the next business day, if the quarter-end is not a business day), we deduct 0.1875% of the Protected Withdrawal Value at the end of the quarter. We deduct the fee pro rata from each of your Sub-accounts including the AST Investment Grade Bond Sub-account. Since this fee is based on the Protected Withdrawal Value, the fee for Spousal Highest Daily Lifetime Seven may be greater than it would have been, had it been based on the Contract Value alone. If the fee to be deducted exceeds the current Contract Value, we will reduce the Contract Value to zero, and continue the benefit as described above.

Election of and Designations under the Program Spousal Highest Daily Lifetime Seven can only be elected based on two Designated Lives. Designated Lives must be natural persons who are each other's spouses at the time of election of the program and at the death of the first of the Designated Lives to die. Currently, Spousal Highest Daily Lifetime Seven only may be elected where the Owner, Annuitant, and Beneficiary designations are as follows:

. One Annuity Owner, where the Annuitant and the Owner are the same person and the beneficiary is the Owner's spouse. The Owner/Annuitant and the beneficiary each must be at least 59 1/2 years old at the time of election; or

. Co-Annuity Owners, where the Owners are each other's spouses. The beneficiary designation must be the surviving spouse, or the spouses named equally. One of the owners must be the Annuitant. Each Owner must each be at least 59 1/2 years old at the time of election; or

. One Annuity Owner, where the Owner is a custodial account established to hold retirement assets for the benefit of the Annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account"), the beneficiary is the Custodial Account, and the spouse of the Annuitant is the Contingent Annuitant. Both the Annuitant and the Contingent Annuitant each must be at least 59 1/2 years old at the time of election.

We do not permit a change of Owner under this benefit, except as follows:

(a) if one Owner dies and the surviving spousal Owner assumes the Annuity or

(b) if the contract initially is co-owned, but thereafter the Owner who is not the Annuitant is removed as Owner. We permit changes of beneficiary under this benefit. If the Designated Lives divorce, the Spousal Highest Daily Lifetime Seven benefit may not be divided as part of the divorce settlement or judgment. Nor may the divorcing spouse who retains ownership of the contract appoint a new Designated Life upon re-marriage.

Spousal Highest Daily Lifetime Seven can be elected at the time that you purchase your contract or after the Contract Date, subject to our eligibility rules and restrictions.

Currently, if you terminate the Spousal Highest Daily Lifetime Seven benefit, you may only be allowed to re-elect the benefit or to elect the Lifetime Five Benefit, the Spousal Lifetime Five Benefit, or the Highest Daily Lifetime Seven Benefit on any anniversary of the Contract Date that is at least 90 calendar days from the date the Spousal Highest Daily Lifetime Seven Benefit was terminated. We reserve the right to further limit the election frequency in the future. Similarly, we generally may permit those who have terminated Lifetime Five, Spousal Lifetime Five, Highest Daily Lifetime Five, or Highest Daily Lifetime Seven to elect Spousal Highest Daily Lifetime Seven only on an anniversary of the Contract Date that is at least 90 calendar days from the date that such benefit was terminated. We reserve the right to waive that requirement.

Return of Principal Guarantee

If you have not made a withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next business day, if that anniversary is not a business day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

- a. your Contract Value on the day that you elected Spousal Highest Daily Lifetime Seven; and
- b. the sum of each Purchase Payment you made (including any Credits) during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options (other than a bond Sub-account used with this benefit), in the same proportion that each such Sub-account bears to your total Contract Value, immediately before the application of the amount. Any such amount will not be considered a Purchase Payment when calculating your Protected Withdrawal Value, your death benefit, or the amount of any optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. This potential addition to Contract Value is available only if you have elected Spousal Highest Daily Lifetime Seven and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee.

Termination of the Program

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. The benefit terminates: (i) if upon the death of the first Designated Life, the surviving Designated Life opts to take the death benefit under the contract (thus, the benefit does not terminate solely because of the death of the first Designated Life), (ii) upon the death of the second Designated Life, (iii) upon your termination of the benefit (although if you have elected to take annuity payments in the form of the Annual Income Amount, we will continue to pay the Annual Income Amount), (iv) upon your surrender of the contract (v) upon your election to begin receiving annuity payments (vi) if both the Contract Value and Annual Income Amount equal zero or (vii) if you cease to meet our requirements for issuing the benefit (see Election of and Designations under the Program).

Upon termination of Spousal Highest Daily Lifetime Seven other than upon death of a Designated Life, we impose any accrued fee for the benefit (i.e., the fee for the pro-rated portion of the year since the fee was last assessed), and thereafter we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the AST Investment Grade Bond Portfolio Sub-account (as defined below) to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

Asset Transfer Component of Spousal Highest Daily Lifetime Seven As indicated above, we limit the Sub-accounts to which you may allocate Contract Value if you elect Spousal Highest Daily Lifetime Seven. For purposes of this benefit, we refer to those permitted Sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Spousal Highest Daily Lifetime Seven, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a specified bond fund within the Advanced Series Trust (the "AST Investment Grade Bond Sub-account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The AST Investment Grade Bond Sub-account is available only with this benefit, and thus you may not allocate Purchase Payments to the AST Investment Grade Bond Sub-account. Under the asset transfer component of Spousal Highest Daily Lifetime Seven, we monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account. Any transfer would be made

in accordance with a formula, which is set forth in the Appendix D to this prospectus. Speaking generally, the formula, which we apply each business day, operates as follows. The formula starts by identifying an income basis for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) Highest Daily annual income amount. Note that we use 5% in the formula, irrespective of the youngest Designated Life's attained age. Then we produce an estimate of the total amount we would target in our allocation model, based on the projected income amount and factors set forth in the formula. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected income amount (and thus your Target Value) would take into account any automatic step-up, any subsequent purchase payments, and any excess withdrawals. Next, the formula subtracts from the Target Value the amount held within the AST Investment Grade Bond Sub-account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the AST Investment Grade Bond Sub-account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it means essentially that too much Target Value is not offset by assets within the AST Investment Grade Bond Sub-account, and therefore we will transfer an amount from your Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts would occur.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable Contract Value to the AST Investment Grade Bond Sub-account, because such a reduction will tend to increase the Target Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the AST Investment Grade Bond Sub-account. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Spousal Highest Daily Lifetime Seven, the ratios we use will be fixed. For newly-issued Annuities that elect Spousal Highest Daily Lifetime Seven and existing Annuities that elect Spousal Highest Daily Lifetime Seven, however, we reserve the right to change the ratios.

While you are not notified when your contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the AST Investment Grade Bond Sub-account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Spousal Highest Daily Lifetime Seven.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

- . Not make any transfer; or
- . If a portion of your Contract Value was previously allocated to the AST Investment Grade Bond Sub-account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the AST Investment Grade Bond Sub-account will be withdrawn for this purpose on a last-in, first-out basis; or
- . Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the AST Investment Grade Bond Sub-account.

If a significant amount of your Contract Value is systematically transferred to the AST Investment Grade Bond Sub-account during periods of market declines or low interest rates, less of your Contract Value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that all or a significant portion of your Contract Value may be allocated to the AST Investment Grade Bond Sub-account. Note that if your entire Contract Value is transferred to the AST Investment Grade Bond Sub-account, then based on the way the formula operates, that value would remain in the AST

Investment Grade Bond Sub-account unless you made additional Purchase Payments to the Permitted Sub-accounts, which could cause Contract Value to transfer out of the AST Investment Grade Bond Sub-account.

Additional Tax Considerations

If you purchase an annuity as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the Required Minimum Distribution rules under the Code provide that you begin receiving periodic amounts from your annuity beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than five (5) percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any contract year that Required Minimum Distributions due from your Contract are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as Required Minimum Distribution provisions under the tax law. Please note, however, that any withdrawal you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive the Return of Principal Guarantee and the guaranteed amount described above under "KEY FEATURE - Protected Withdrawal Value".

As indicated, withdrawals made while this benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this benefit here. However, we do note that if you participate in Spousal Highest Daily Lifetime Seven through a non-qualified annuity, as with all withdrawals, once all Purchase Payments are returned under the contract, all subsequent withdrawal amounts will be taxed as ordinary income.

6: WHAT IS THE INCOME APPRECIATOR BENEFIT?

INCOME APPRECIATOR BENEFIT

The Income Appreciator Benefit (IAB) is an optional, supplemental income benefit that provides an additional income amount during the accumulation period or upon annuitization. The Income Appreciator Benefit is designed to provide you with additional funds that can be used to help defray the impact taxes may have on distributions from your contract. IAB may be suitable for you in other circumstances as well, which you can discuss with your registered representative. Because individual circumstances vary, you should consult with a qualified tax advisor to determine whether it would be appropriate for you to elect the Income Appreciator Benefit.

If you want the Income Appreciator Benefit, you generally must elect it when you make your initial purchase payment. Once you elect the Income Appreciator Benefit, you may not later revoke it.

. The annuitant must be 75 or younger in order for you to elect the Income Appreciator Benefit.

. If you choose the Income Appreciator Benefit, we will impose an annual charge equal to 0.25% of your Contract Value. See "What Are The Expenses Associated With The Strategic Partners Annuity One 3 Contract?" in

Section 8.

Activation of the Income Appreciator Benefit

YOU CAN ACTIVATE THE INCOME APPRECIATOR BENEFIT AT ANY TIME AFTER IT HAS BEEN IN FORCE FOR SEVEN YEARS. To activate the Income Appreciator Benefit, you must send us a written request in good order.

Once activated, you can receive the Income Appreciator Benefit:

- . IAB OPTION 1 at annuitization as part of an annuity payment;
- . IAB OPTION 2 during the accumulation phase through the IAB automatic withdrawal payment program; or
- . IAB OPTION 3 during the accumulation phase as an Income Appreciator Benefit credit to your contract over a 10-year period.

Income Appreciator Benefit payments are treated as earnings and may be subject to tax upon withdrawal. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners Annuity One 3 Contract?"

If you do not activate the benefit prior to the maximum annuitization age you may lose all or part of the IAB.

CALCULATION OF THE INCOME APPRECIATOR BENEFIT

We will calculate the Income Appreciator Benefit amount as of the date we receive your written request in good order (or, for IAB Option 1, on the annuity date). We do this by multiplying the current earnings in the contract by the applicable Income Appreciator Benefit percentage based on the number of years the Income Appreciator Benefit has been in force. For purposes of calculating the Income Appreciator Benefit:

- . earnings are calculated as the difference between the Contract Value and the sum of all purchase payments;
- . earnings do not include (1) any amount added to the Contract Value as a result of the Spousal Continuation Option, or (2) if we were to permit you to elect the Income Appreciator Benefit after the contract date, any earnings accrued under the contract prior to that election;
- . withdrawals reduce earnings first, then purchase payments, on a dollar-for-dollar basis; . the table below shows the Income Appreciator Benefit percentages corresponding to the number of years the Income Appreciator Benefit has been in force.

Number of Years Income Appreciator Benefit has been in Force	Income Appreciator Benefit Percentage
0-6	0%
7-9	15%
10-14	20%
15+	25%

IAB Option 1 - Income Appreciator Benefit At Annuitization Under this option, if you choose to activate the Income Appreciator Benefit at annuitization, we will calculate the Income Appreciator Benefit amount on the annuity date and add it to the adjusted Contract Value for purposes of determining the amount available for annuitization. You may apply this amount to any annuity or settlement option over the lifetime of the annuitant, joint annuitants, or a period certain of at least 15 years (but not to exceed life expectancy).

UPON ANNUITIZATION, YOU MAY LOSE ALL OR A PORTION OF THE INCOME APPRECIATOR BENEFIT IF YOU CHOOSE AN ANNUITY SETTLEMENT OPTION OTHER THAN ANY LIFETIME PAYOUT OPTION OR PERIOD CERTAIN OPTION FOR AT LEAST 15 YEARS. IN SUCH INSTANCES, WE WOULD NOT REIMBURSE YOU FOR THE EXPENSES YOU HAD PAID US FOR THIS BENEFIT.

6: WHAT IS THE INCOME APPRECIATOR BENEFIT? continued

Effect of Income Appreciator Benefit on Guaranteed Minimum Income Benefit If you exercise the Guaranteed Minimum Income Benefit feature and an Income Appreciator Benefit amount remains payable under your contract, the value we use to calculate the annuity payout amount will be the greater of:

1. the adjusted Contract Value plus the remaining Income Appreciator Benefit amount, calculated at current IAB annuitization rates; or
2. the GMIB protected value plus the remaining Income Appreciator Benefit amount, calculated using the GMIB guaranteed annuity purchase rates shown in the contract.

If you exercise the Guaranteed Minimum Income Benefit feature and activate the Income Appreciator Benefit at the same time, you must choose among the Guaranteed Minimum Income Benefit annuity payout options available at the time.

Terminating the Income Appreciator Benefit The Income Appreciator Benefit will terminate on the earliest of:

- . the date you make a total withdrawal from the contract;
- . the date a death benefit is payable if the contract is not continued by the surviving spouse under the Spousal Continuation Option;
- . the date the Income Appreciator Benefit amount is reduced to zero (generally ten years after activation) under IAB Options 2 and 3;
- . the date of annuitization; or
- . the date the contract terminates.

Upon termination of the Income Appreciator Benefit, we cease imposing the associated charge.

INCOME APPRECIATOR BENEFIT OPTIONS DURING THE ACCUMULATION PHASE You may choose IAB Option 1 at annuitization, but you may instead choose IAB Options 2 or 3 during the accumulation phase of your contract. Income Appreciator Benefit payments under IAB Options 2 and 3 will begin on the same day of the month as the contract date, beginning with the next month following our receipt of your request in good order. Under IAB Options 2 and 3, you can choose to have the Income Appreciator Benefit amounts paid or credited monthly, quarterly, semi-annually, or annually.

IAB OPTIONS 2 AND 3 INVOLVE A TEN-YEAR PAYMENT PERIOD. IF THE 10-YEAR PAYMENT PERIOD WOULD END AFTER THE ANNUITY DATE AND YOU CHOOSE AN ANNUITY SETTLEMENT OPTION OTHER THAN ANY LIFETIME PAYOUT OPTION OR PERIOD CERTAIN OPTION OF AT LEAST 15 YEARS OR YOU MAKE A FULL WITHDRAWAL, YOU MAY LOSE ALL OR ANY REMAINING PORTION OF THE INCOME APPRECIATOR BENEFIT. IN SUCH INSTANCES, WE WOULD NOT REIMBURSE YOU FOR THE EXPENSES YOU HAD PAID US FOR THIS BENEFIT.

IAB Option 2 - Income Appreciator Benefit Automatic Withdrawal Payment Program Under this option, you elect to receive the Income Appreciator Benefit during the accumulation phase. When you activate the benefit, a 10-year Income Appreciator Benefit automatic withdrawal payment program begins. We will pay you the Income Appreciator Benefit amount in equal installments over a 10-year payment period. You may combine this Income Appreciator Benefit amount with an automated withdrawal amount from your Contract Value, in which case each combined payment must be at least \$100.

The maximum automated withdrawal payment amount that you may receive from your Contract Value under this Income Appreciator Benefit program in any contract year during the 10-year period may not exceed 10% of the Contract Value as of the date you activate the Income Appreciator Benefit.

Once we calculate the Income Appreciator Benefit, the amount will not be affected by changes in Contract Value due to the investment performance of any allocation option. Withdrawal charges may apply to automatic withdrawal payment amounts, but not to amounts attributable to the Income Appreciator Benefit.

After the ten-year payment period has ended, if the remaining Contract Value is \$2,000 or more, the contract will continue. If the remaining Contract Value is less than \$2,000 after the end of the 10-year payment period, we will pay you the remaining Contract Value and the contract will terminate. If the Contract Value falls below the minimum amount required to keep the contract in force due solely to investment results before the end of the 10-year payment period, we will continue to pay the Income Appreciator Benefit amount for the remainder of the 10-year payment period.

Discontinuing the Income Appreciator Benefit Automatic Withdrawal Payment Program Under IAB Option 2

You may discontinue the Income Appreciator Benefit payment program under IAB Option 2 and activate IAB Option 3 at any time after payments have begun and before the last payment is made. We will add the remaining Income Appreciator Benefit amount to the Contract Value at the same frequency as your initial election until the end of the 10-year payment period. We will treat any Income Appreciator Benefit amount added to the Contract Value as additional earnings. Unless you direct us otherwise, we will allocate these additions to the variable investment options, fixed interest rate options, or the market value adjustment option in the same proportions as your most recent purchase payment allocation percentages.

You may discontinue the Income Appreciator Benefit payment program under IAB Option 2 before the last payment is made and elect an annuity or settlement option. We will add the balance of the Income Appreciator Benefit amount for the 10-year payment period to the Contract Value in a lump sum before determining the adjusted Contract Value. The adjusted Contract Value may be applied to any annuity or settlement option that is paid over the lifetime of the annuitant, joint annuitants, or a period certain of at least 15 years (but not to exceed life expectancy).

IAB Option 3 - Income Appreciator Benefit Credit to Contract Value Under this option, you can activate the Income Appreciator Benefit and receive the benefit as credits to your Contract Value over a 10-year payment period. We will allocate these Income Appreciator Benefit credits to the variable investment options, the fixed interest rate options, or the market value adjustment option in the same manner as your current allocation, unless you direct us otherwise. We will waive the \$1,000 minimum requirement for the market value adjustment option. We will calculate the Income Appreciator Benefit amount on the date we receive your written request in good order. Once we have calculated the Income Appreciator Benefit, the Income Appreciator Benefit credit will not be affected by changes in Contract Value due to the investment performance of any allocation option.

Before we add the last Income Appreciator Benefit credit to your Contract Value, you may switch to IAB Option 2 and receive the remainder of the Income Appreciator Benefit as payments to you (instead of credits to the Contract Value) under the Income Appreciator Benefit program for the remainder of the 10-year payment period.

You can also request that any remaining payments in the 10-year payment period be applied to an annuity or settlement option that is paid over the lifetime of the annuitants, joint annuitants, or a period certain of at least 15 years (but not to exceed life expectancy).

Excess Withdrawals

During the 10 year period under IAB options 2 or 3, an "excess withdrawal" occurs when any amount is withdrawn from your Contract Value in a contract year that exceeds the sum of (1) 10% of the Contract Value as of the date the Income Appreciator Benefit was activated plus (2) earnings since the Income Appreciator Benefit was activated that have not been previously withdrawn.

We will deduct the excess withdrawal on a proportional basis from the remaining Income Appreciator Benefit amount. We will then calculate and apply a new reduced Income Appreciator Benefit amount.

Withdrawals you make in a contract year that do not exceed the sum of (1) 10% of the Contract Value as of the date the Income Appreciator Benefit was activated plus (2) earnings since the Income Appreciator Benefit was activated that have not been previously withdrawn do not reduce the remaining Income Appreciator Benefit amount. Additionally, if the amount withdrawn in any year is less than the excess withdrawal threshold, the difference between the amount withdrawn and the threshold can be carried over to subsequent years on a cumulative basis and withdrawn without causing a reduction to the Income Appreciator Benefit amount.

Effect of Total Withdrawal on Income Appreciator Benefit We will not make Income Appreciator Benefit payments after the date you make a total withdrawal of the contract surrender value.

7: HOW CAN I PURCHASE A STRATEGIC PARTNERS ANNUITY ONE 3 CONTRACT?

PURCHASE PAYMENTS

The initial purchase payment is the amount of money you give us to purchase the contract. Unless we agree otherwise, and subject to our rules, the minimum initial purchase payment is \$10,000. You must get our prior approval for any initial and additional purchase payment of \$1,000,000 or more, unless we are prohibited under applicable state law from insisting on such prior approval. With some restrictions, you can make additional purchase payments by means other than electronic fund transfer of no less than \$500 at any time during the accumulation phase. However, we impose a minimum of \$100 with respect to additional purchase payments made through electronic fund transfers. (You may not make additional purchase payments if you purchase a contract issued in Massachusetts, or if you purchase a Contract With Credit issued in Pennsylvania.)

85

7: HOW CAN I PURCHASE A STRATEGIC PARTNERS ANNUITY ONE 3 CONTRACT? continued

You may purchase this contract only if the oldest of the owner, joint owner, annuitant, or co-annuitant is age 85 or younger on the contract date. Certain age limits apply to certain features and benefits described herein. No subsequent purchase payments may be made on or after the earliest of the 86th birthday of:

- . the owner,
- . the joint owner,
- . the annuitant, or
- . the co-annuitant.

Currently, the maximum aggregate purchase payments you may make is \$20 million. We limit the maximum total purchase payments in any contract year other than the first to \$2 million absent our prior approval. Depending on applicable state law, other limits may apply.

ALLOCATION OF PURCHASE PAYMENTS

When you purchase a contract, we will allocate your invested purchase payment among the variable or fixed interest rate options, or the market value adjustment option based on the percentages you choose. The percentage of your allocation to a particular investment option can range in whole percentages from 0% to 100%.

When you make an additional purchase payment, it will be allocated in the same way as your most recent purchase payment, unless you tell us otherwise. Allocations to the DCA Fixed Rate Option must be no less than \$2,000 and, allocations to the market value adjustment option must be no less than \$1,000.

You may change your allocation of future invested purchase payments at any time. Contact the Prudential Annuity Service Center for details.

We generally will credit the initial purchase payment to your contract within two business days from the day on which we receive your payment in good order at the Prudential Annuity Service Center. If, however, your first payment is made without enough information for us to set up your contract, we may need to contact you to obtain the required information. If we are not able to obtain this information within five business days, we will within that five business day period either return your purchase payment or obtain your consent to continue holding it until we receive the necessary information. We will generally credit each subsequent purchase payment as of the business day we receive it in good order at the Prudential Annuity Service Center. Our business day generally closes at 4:00 p.m. Eastern time. Our business day may close earlier, for example if regular trading on the New York Stock Exchange closes early. Subsequent purchase payments received in good order after the close of the business day will be credited on the following business day. With respect to both your initial purchase payment and any subsequent purchase payment that is pending investment in our separate account, we may hold the amount temporarily in our general account and may earn interest on such amount. You will not be credited with interest during that period.

At our discretion, we may give initial and subsequent purchase payments (as well as withdrawals and transfers) received in good order by certain broker/dealers prior to the close of a business day the same treatment as they would have received had they been received at the same time at the Prudential Annuity Service Center. For more detail, talk to your registered representative.

Applicable laws designed to counter terrorists and prevent money laundering might, in certain circumstances, require us to block a contract owner's ability to make certain transactions, and thereby refuse to accept purchase payments or requests for transfers, partial withdrawals, total withdrawals, death benefits, or income payments until instructions are received from the appropriate regulator. We also may be required to provide additional information about you and your contract to government regulators.

CREDITS

If you purchase the Contract With Credit, we will add a credit amount to your Contract Value with each purchase payment you make. The credit amount is allocated to the variable or fixed interest rate investment options or the market value adjustment option in the same percentages as the purchase payment.

The bonus credit that we pay with respect to any purchase payment depends on

(i) the age of the older of the owner or joint owner on the date on which the purchase payment is made and (ii) the amount of the purchase payment. Specifically,

. if the elder owner is 80 or younger on the date that the purchase payment is made, then we will add a bonus credit to the purchase payment equal to 4% if the purchase payment is less than \$250,000; 5% if the purchase payment is equal to or greater than \$250,000 but less than \$1 million; or 6% if the purchase payment is \$1 million or greater; and

. if the elder owner is aged 81-85 on the date that the purchase payment is made, then we will add a bonus credit equal to 3% of the amount of the purchase payment.

Under the Contract With Credit, if the owner returns the contract during the free look period, we will recapture the bonus credits. If we pay a death benefit under the contract, we have a contractual right to take back any credit we applied within one year of the date of death.

CALCULATING CONTRACT VALUE

The value of the variable portion of your contract will go up or down depending on the investment performance of the variable investment options you choose. To determine the value of your contract allocated to the variable investment options, we use a unit of measure called an accumulation unit. An accumulation unit works like a share of a mutual fund.

Every day we determine the value of an accumulation unit for each of the variable investment options. We do this by:

- 1) adding up the total amount of money allocated to a specific investment option,
- 2) subtracting from that amount insurance charges and any other applicable charges such as for taxes, and
- 3) dividing this amount by the number of outstanding accumulation units.

When you make a purchase payment to a variable investment option, we credit your contract with accumulation units of the subaccount or subaccounts for the investment options you choose. We determine the number of accumulation units credited to your contract by dividing the amount of the purchase payment, plus (if you have purchased the Contract With Credit) any applicable credit, allocated to a variable investment option by the unit price of the accumulation unit for that variable investment option. We calculate the unit price for each investment option after the New York Stock Exchange closes each day and then credit your contract. The value of the accumulation units can increase, decrease, or remain the same from day to day.

We cannot guarantee that your Contract Value will increase or that it will not fall below the amount of your total purchase payments.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS ANNUITY ONE 3

CONTRACT?

There are charges and other expenses associated with the contract that reduce the return on your investment. These charges and expenses are described below.

The charges under the contracts are designed to cover, in the aggregate, our direct and indirect costs of selling, administering and providing benefits under the contracts. They are also designed, in the aggregate, to compensate us for the risks of loss we assume pursuant to the contracts. If, as we expect, the charges that we collect from the contracts exceed our total costs in connection with the contracts, we will earn a profit. Otherwise, we will incur a loss. The rates of certain of our charges have been set with reference to estimates of the amount of specific types of expenses or risks that we will incur. In most cases, this prospectus identifies such expenses or risks in the name of the charge; however, the fact that any charge bears the name of, or is designed primarily to defray a particular expense or risk does not mean that the amount we collect from that charge will never be more than the amount of such expense or risk. Nor does it mean that we may not also be compensated for such expense or risk out of any other charges we are permitted to deduct by the terms of the contract.

INSURANCE AND ADMINISTRATIVE CHARGES

If you choose an optional Benefit option, the insurance and administrative cost also includes a charge to cover our assumption of the associated risk. The mortality risk portion of the charge is for assuming the risk that the annuitant(s) will live longer than expected based on our life expectancy tables. When this happens, we pay a greater number of annuity payments. We also incur the risk that the death Benefit amount exceeds the Contract Value. The expense risk portion of the charge is for assuming the risk that the current charges will be insufficient in the future to cover the cost of administering the contract. The administrative expense portion of the charge compensates us for the expenses associated with the administration of the contract. This includes preparing and issuing the contract; establishing and maintaining contract records; preparation of confirmations and annual reports; personnel costs; legal and accounting fees; filing fees; and systems costs.

We calculate the insurance and administrative charge based on the average daily value of all assets allocated to the variable investment options. These charges are not assessed against amounts allocated to the fixed interest rate options. The amount of the charge depends on the death benefit (or other) option that you choose.

The death benefit charge is equal to:

- . 1.40% on an annual basis if you choose the base death benefit,
 - . 1.65% on an annual basis if you choose either the roll-up or step-up Guaranteed Minimum Death Benefit option, (i.e., 0.25% in addition to the base death benefit charge),
-

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS ANNUITY ONE 3

CONTRACT? continued

. 1.75% on an annual basis if you choose the greater of the roll-up and step-up Guaranteed Minimum Death Benefit option (i.e., 0.35% in addition to the base death benefit charge), or

. 1.90% on an annual basis if you choose the Highest Daily Value Death Benefit (i.e., 0.50% in addition to the base death benefit charge).

We impose an additional insurance and administrative charge of 0.10% annually (of Contract Value attributable to the variable investment options) for the Contract With Credit.

We impose an additional charge of 0.60% annually if you choose the Lifetime Five Income Benefit or the Highest Daily Lifetime Five Benefit. We impose a charge of 0.60% or 0.75% of the Protected Withdrawal Value for Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven, respectively. We impose an additional charge of 0.75% annually if you choose the Spousal Lifetime Five Income Benefit. Upon any reset of the amounts guaranteed under these benefits, we reserve the right to adjust the charge to that being imposed at that time for new elections of the benefits.

If the charges under the contract are not sufficient to cover our expenses, then we will bear the loss. We do, however, expect to profit from these charges. Any profits made from these charges may be used by us to pay for the costs of distributing the contracts. If you choose the Contract With Credit, we will also use any profits from this charge to recoup our costs of providing the credit.

The charges that we discuss in this section are assessed against the assets of the separate account. Certain of these charges are part of the base annuity and other charges are assessed only if any available optional benefit is selected. If a fixed interest rate option is available under your contract, the interest rate that we credit to that option may be reduced by an amount that corresponds to the asset-based charges to which you are subject under the variable investment options.

WITHDRAWAL CHARGE

A withdrawal charge may apply if you make a full or partial withdrawal during the withdrawal charge period for a purchase payment. The amount and duration of the withdrawal charge depends on whether you choose the Contract With Credit or the Contract Without Credit. The withdrawal charge varies with the number of contract anniversaries that have elapsed since each purchase payment being withdrawn was made.

Specifically, we maintain an "age" for each purchase payment you have made by keeping track of how many contract anniversaries have passed since the purchase payment was made.

The withdrawal charge is the percentage, shown below, of the amount withdrawn.

Number of Contract Anniversaries since the Date of each Purchase Payment	Contract with Credit Withdrawal Charge	Contract without Credit Withdrawal Charge
0	8%	7%
1	8%	6%
2	8%	5%
3	8%	4%
4	7%	3%
5	6%	2%
6	5%	1%
7	0%	0%

- If a withdrawal is effective on the day before a contract anniversary, the withdrawal charge percentage as of the next following contract anniversary will apply.
- If you request a withdrawal, we will deduct an amount from the Contract Value that is sufficient to pay the withdrawal charge, and provide you with the amount requested.
- If you request a full withdrawal, we will provide you with the full amount of the Contract Value after making deductions for charges.

Each contract year, you may withdraw a specified amount of your Contract Value without incurring a withdrawal charge. We make this "charge-free amount" available to you subject to approval of this feature in your state. We determine the charge-free amount available to you in a given contract year on the contract anniversary that begins that year. In calculating the charge-free amount, we divide purchase payments into two categories - payments that are subject to a withdrawal charge and those that are not. We determine the charge-free amount based only on purchase payments that are subject to a withdrawal charge. The charge-free amount in a given contract year is equal to 10% of the sum of all the purchase payments subject to the withdrawal charge that you have made as of the applicable contract anniversary. During the first contract year, the charge-free amount is equal to 10% of the initial purchase payment.

When you make a withdrawal (including a withdrawal under a lifetime withdrawal benefit), we will deduct the amount of the withdrawal first from the available charge-free amount. Any excess amount will then be deducted from purchase payments in excess of the charge-free amount and subject to applicable withdrawal charges. Once you have withdrawn all purchase payments, additional withdrawals will come from any earnings. We do not impose withdrawal charges on earnings.

If a withdrawal or transfer is taken from a market value adjustment guarantee period prior to the expiration of the rate guarantee period, we will make a market value adjustment to the withdrawal amount, including the withdrawal charge. We will then apply a withdrawal charge to the adjusted amount.

If you choose the Contract With Credit and make a withdrawal that is subject to a withdrawal charge, we may use part of that withdrawal charge to recoup our costs of providing the credit.

Withdrawal charges will never be greater than permitted by applicable law.

WAIVER OF WITHDRAWAL CHARGE FOR CRITICAL CARE

Except as restricted by applicable state law, we will waive all withdrawal charges and any market value adjustment upon receipt of proof that the owner or a joint owner is terminally ill, or has been confined to an eligible nursing home or eligible hospital continuously for at least three months after the contract date. We will also waive the contract maintenance charge if you surrender your contract in accordance with the above noted conditions. This waiver is not available if the owner has assigned ownership of the contract to someone else. Please consult your contract for details about how we define the key terms used for this waiver (e.g., eligible nursing home). Note that our requirements for this waiver may vary, depending on the state in which your contract was issued.

MINIMUM DISTRIBUTION REQUIREMENTS

If a withdrawal is taken from a tax qualified contract under the minimum distribution option in order to satisfy an Internal Revenue Service mandatory distribution requirement only with respect to that contract's account balance, we will waive withdrawal charges. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners Annuity One 3 Contract?"

CONTRACT MAINTENANCE CHARGE

On each contract anniversary during the accumulation phase, if your Contract Value is less than \$75,000, we will deduct the lesser of \$35 or 2% of your Contract Value, for administrative expenses (this fee may differ in certain states). While this is what we currently charge, we may increase this charge up to a maximum of \$60. Also, we may raise the level of the Contract Value at which we waive this fee. The charge will be deducted proportionately from each of the contract's variable investment options, fixed interest rate options, and guarantee periods within the market value adjustment option. This same charge will also be deducted when you surrender your contract if your Contract Value is less than \$75,000.

GUARANTEED MINIMUM INCOME BENEFIT CHARGE

We will impose an additional charge if you choose the Guaranteed Minimum Income Benefit. FOR CONTRACTS SOLD ON OR AFTER JANUARY 20, 2004, OR UPON SUBSEQUENT STATE APPROVAL, we will deduct a charge equal to 0.50% per year of the average GMIB protected value for the period the charge applies. FOR ALL OTHER CONTRACTS, this is an annual charge equal to 0.45% of the average GMIB protected value for the period the charge applies. We deduct the charge from your Contract Value on each of the following events:

- . each contract anniversary,
- . when you begin the income phase of the contract,
- . upon a full withdrawal, and
- . upon a partial withdrawal if the remaining Contract Value would not be enough to cover the then applicable Guaranteed Minimum Income Benefit charge.

If we impose this fee other than on a contract anniversary, then we will pro-rate it based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS ANNUITY ONE 3

CONTRACT? continued

Because the charge is calculated based on the average GMIB protected value, it does not increase or decrease based on changes to the annuity's Contract Value due to market performance. If the GMIB protected value increases, the dollar amount of the annual charge will increase, while a decrease in the GMIB protected value will decrease the dollar amount of the charge.

The charge is deducted annually in arrears each contract year on the contract anniversary. We deduct the amount of the charge pro-rata from the Contract Value allocated to the variable investment options, the fixed interest rate options, and the market value adjustment option. In some states, we may deduct the charge for the Guaranteed Minimum Income Benefit in a different manner. No market value adjustment will apply to the portion of the charge deducted from the market value adjustment option. If you surrender your contract, begin receiving annuity payments under the GMIB or any other annuity payout option we make available during a contract year, or the GMIB terminates, we will deduct the charge for the portion of the contract year since the prior contract anniversary (or the contract date if in the first contract year). Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the applicable Guaranteed Minimum Income Benefit charge, we will deduct the charge from the amount we pay you.

The fact that we may impose the charge upon a full or partial withdrawal does not impair your right to make a withdrawal at the time of your choosing.

We will not impose the Guaranteed Minimum Income Benefit charge after the income phase begins.

INCOME APPRECIATOR BENEFIT CHARGE

We will impose an additional charge if you choose the Income Appreciator Benefit. This is an annual charge equal to 0.25% of your Contract Value. The Income Appreciator Benefit charge is calculated:

- . on each contract anniversary,
- . on the annuity date,
- . upon the death of the sole owner or first-to-die of the owner or joint owner prior to the annuity date,
- . upon a full or partial withdrawal, and
- . upon a subsequent purchase payment.

The fee is based on the Contract Value at the time of the calculation, and is prorated based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted.

Although the Income Appreciator Benefit charge may be calculated more often, it is deducted only:

- . on each contract anniversary,
 - . on the annuity date,
-

- . upon the death of the sole owner or first-to-die of the owner or joint owner prior to the annuity date,
- . upon a full withdrawal, and
- . upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then-applicable Income Appreciator Benefit charge.

We reserve the right to calculate and deduct the fee more frequently than annually, such as quarterly.

The Income Appreciator Benefit charge is deducted from each investment option in the same proportion that the amount allocated to the investment option bears to the total Contract Value. No market value adjustment will apply to the portion of the charge deducted from the market value adjustment option. Upon a full withdrawal, or if the Contract Value remaining after a partial withdrawal is not enough to cover the then-applicable Income Appreciator Benefit charge, the charge is deducted from the amount paid. The payment of the Income Appreciator Benefit charge will be deemed to be made from earnings for purposes of calculating other charges. THE FACT THAT WE MAY IMPOSE THE CHARGE UPON A FULL OR PARTIAL WITHDRAWAL DOES NOT IMPAIR YOUR RIGHT TO MAKE A WITHDRAWAL AT THE TIME OF YOUR CHOOSING.

We do not assess this charge upon election of IAB Option 1, the completion of IAB Option 2 or 3, and upon annuitization. However, we do assess the IAB charge during the 10-year payment period contemplated by IAB Options 2 and 3. Moreover, you should realize that amounts credited to your Contract Value under IAB Option 3 increase the Contract Value, and because the IAB fee is a percentage of your Contract Value, the IAB fee may increase as a consequence of those additions.

EARNINGS APPRECIATOR BENEFIT CHARGE

We will impose an additional charge if you choose the Earnings Appreciator Benefit. The charge for this benefit is based on an annual rate of 0.30% of your Contract Value.

We calculate the charge on each of the following events:

- . each contract anniversary,
-

. on the annuity date,

. upon death of the sole or first to die of the owner or joint owner prior to the annuity date,

. upon a full or partial withdrawal, and

. upon a subsequent purchase payment.

The fee is based on the Contract Value at time of calculation and is pro-rated based on the portion of the contract year since the date that the Earnings Appreciator Benefit charge was last calculated.

Although the Earnings Appreciator Benefit charge may be calculated more often, it is deducted only:

- . on each contract anniversary,
- . on the annuity date,
- . upon death of the sole owner or the first to die of the owner or joint owner prior to the annuity date,
- . upon a full withdrawal, and
- . upon a partial withdrawal if the Contract Value remaining after the partial withdrawal is not enough to cover the then applicable charge.

We withdraw this charge from each investment option (including each guarantee period) in the same proportion that the amount allocated to the investment option bears to the total Contract Value. Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the then-applicable Earnings Appreciator Benefit charge, we will deduct the charge from the amount we pay you. We will deem the payment of the Earnings Appreciator Benefit charge as made from earnings for purposes of calculating other charges.

BENEFICIARY CONTINUATION OPTION CHARGES

If your beneficiary takes the Beneficiary Continuation Option, we deduct a Settlement Service Charge. The charge is assessed daily against the average assets allocated to the variable investment options, and is equal to an annual charge of 1.00%. In addition, the beneficiary will incur an annual maintenance fee equal to the lesser of \$30 or 2% of Contract Value if the Contract Value is less than \$25,000 at the time the fee is assessed. The fee will not apply if it is assessed 30 days prior to a surrender request. Finally, transfers in excess of 20 per year will incur a \$10 transfer fee.

TAXES ATTRIBUTABLE TO PREMIUM

There may be federal, state and local premium based taxes applicable to your purchase payment. We are responsible for the payment of these taxes and may make a deduction from the value of the contract to pay some or all of these taxes. We generally will deduct the state premium tax charge at the time of a withdrawal or surrender of your Contract or at the time you elect to begin receiving annuity payments. However, we also reserve the right to deduct the charge from each purchase payment at the time the tax is imposed, if earlier. In the states that impose a premium tax on us, the current rates range up to 3.5%. It is our current practice not to deduct a charge for the federal tax associated with deferred acquisition costs paid by us that are based on premium received.

TRANSFER FEE

You can make 12 free transfers every contract year. We measure a contract year from the date we issue your contract (contract date). If you make more than 12 transfers in a contract year (excluding Dollar Cost Averaging and Auto-Rebalancing), we will deduct a transfer fee of \$25 for each additional transfer. We have the right to increase this fee up to a maximum of \$30 per transfer, but we have no current plans to do so. We will deduct the transfer fee pro-rata from the investment options from which the transfer is made. The transfer fee is deducted before the market value adjustment, if any, is calculated. There is a different transfer fee under the Beneficiary Continuation Option.

COMPANY TAXES

We pay company income taxes on the taxable corporate earnings created by this separate account product. While we may consider company income taxes when pricing our products, we do not currently include such income taxes in the tax charges you pay under the contract. We will periodically review the issue of charging for these taxes and may impose a charge in the future.

In calculating our corporate income tax liability, we derive certain corporate income tax benefits associated with the investment of company assets, including separate account assets, which are treated as company assets under applicable income tax law. These benefits reduce our overall corporate income tax liability. Under current law, such benefits may include foreign tax credits and corporate dividend received deductions. We do not pass these tax benefits through to holders of the separate account annuity contracts because

(i) the contract owners are not the owners of the assets generating these benefits under applicable income tax law and (ii) we do not currently include company income taxes in the tax charges you pay under the contract. We reserve the right to change these tax practices.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS ANNUITY ONE 3

CONTRACT? continued

UNDERLYING MUTUAL FUND FEES

When you allocate a purchase payment or a transfer to the variable investment options, we in turn invest in shares of a corresponding underlying mutual fund. Those funds charge fees that are in addition to the contract-related fees described in this section. For 2007, the fees of these funds ranged from 0.37% to 1.64% annually. For certain funds, expenses are reduced pursuant to expense waivers and comparable arrangements. In general, these expense waivers and comparable arrangements are not guaranteed, and may be terminated at any time. For additional information about these fund fees, please consult the prospectuses for the funds.

9: HOW CAN I ACCESS MY MONEY?

You can Access Your Money by:

- . MAKING A WITHDRAWAL (EITHER PARTIAL OR FULL); OR
- . CHOOSING TO RECEIVE ANNUITY PAYMENTS DURING THE INCOME PHASE.

WITHDRAWALS DURING THE ACCUMULATION PHASE

When you make a full withdrawal, you will receive the value of your contract minus any applicable charges and fees. We will calculate the value of your contract and charges, if any, as of the date we receive your request in good order at the Prudential Annuity Service Center.

Unless you tell us otherwise, any partial withdrawal and related withdrawal charges will be taken proportionately from all of the investment options you have selected. The minimum Contract Value that must remain in order to keep the contract in force after a withdrawal is \$2,000. If you request a withdrawal amount that would reduce the Contract Value below this minimum, we will withdraw the maximum amount available that, with the withdrawal charge, would not reduce the Contract Value below such minimum.

With respect to the variable investment options, we will generally pay the withdrawal amount, less any required tax withholding, within seven days after we receive a withdrawal request in good order. We will deduct applicable charges, if any, from the assets in your contract.

With respect to the market value adjustment option, you may specify the guarantee period from which you would like to make a withdrawal. If you indicate that the withdrawal is to originate from the market value adjustment option, but you do not specify which guarantee period is to be involved, then we will take the withdrawal from the guarantee period that has the least time remaining until its maturity date. If you indicate that you wish to make a withdrawal, but do not specify the investment options to be involved, then we will take the withdrawal from your Contract Value on a pro rata basis from each investment option that you have. In that situation, we will aggregate the Contract Value in each of the guarantee periods that you have within the market value adjustment option for purposes of making that pro rata calculation. The portion of the withdrawal associated with the market value adjustment option then will be taken from the guarantee periods with the least amount of time remaining until the maturity date, irrespective of the original length of the guarantee period. You should be aware that a withdrawal may avoid a withdrawal charge based on the charge-free amount that we allow, yet still be subject to a market value adjustment.

Income Taxes, Tax Penalties, and Certain Restrictions also may Apply to any Withdrawal. For a more Complete Explanation, See Section 10.

AUTOMATED WITHDRAWALS

We offer an automated withdrawal feature. This feature enables you to receive periodic withdrawals in monthly, quarterly, semiannual, or annual intervals. We will process your withdrawals at the end of the business day at the intervals you specify. We will continue at these intervals until you tell us otherwise. You can make withdrawals from any designated investment option or proportionally from all investment options (other than a guarantee period within the market value adjustment option). The minimum automated withdrawal amount you can make is generally \$100. An assignment of the contract terminates any automated withdrawal program that you had in effect.

Income Taxes, Tax Penalties, Withdrawal Charges, and Certain Restrictions may Apply to Automated Withdrawals. For a more Complete Explanation, See Section 10.

SUSPENSION OF PAYMENTS OR TRANSFERS

The SEC may require us to suspend or postpone payments made in connection with withdrawals or transfers for any period when:

- . The New York Stock Exchange is closed (other than customary weekend and holiday closings);
- . Trading on the New York Stock Exchange is restricted;
- . An emergency exists, as determined by the SEC, during which sales and redemptions of shares of the underlying mutual funds are not feasible or we cannot reasonably value the accumulation units; or
- . The SEC, by order, permits suspension or postponement of payments for the protection of owners.

We expect to pay the amount of any withdrawal or process any transfer made from the fixed interest rate options promptly upon request.

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

ANNUITY ONE 3 CONTRACT?

The tax considerations associated with an annuity vary depending on whether the contract is (i) owned by an individual or non-natural person, and not associated with a tax-favored retirement plan, or (ii) held under a tax-favored retirement plan. We discuss the tax considerations for these categories of contracts below. The discussion is general in nature and describes only federal income tax law (not state or other tax laws). It is based on current law and interpretations, which may change. The information provided is not intended as tax advice. You should consult with a qualified tax advisor for complete information and advice. References to purchase payments below relate to your cost basis in your contract. Generally, your cost basis in a contract not associated with a tax-favored retirement plan is the amount you pay into your contract, or into annuities exchanged for your contract, on an after-tax basis less any withdrawals of such payments. Cost basis for a tax-favored retirement plan is provided only in limited circumstances, such as for contributions to a Roth IRA or nondeductible IRA contributions. The discussion includes a description of certain spousal rights under the contract, and our administration of such spousal rights and related tax reporting accords with our understanding of the Defense of Marriage Act (which defines a "marriage" as a legal union between a man and a woman and a "spouse" as a person of the opposite sex). Depending on the state in which your annuity is issued, we may offer certain spousal benefits to civil union couples. You should be aware, however, that federal tax law does not recognize civil unions. Therefore, we cannot permit a civil union

partner to continue the annuity upon the death of the first partner under the annuity's "spousal continuance" provision. Civil union couples should consider that limitation before selecting a spousal benefit under the annuity.

The discussion includes a description of certain spousal rights under the contract, and our administration of such spousal rights and related tax reporting accords with our understanding of the Defense of Marriage Act (which defines a "marriage" as a legal union between a man and a woman and a "spouse" as a person of the opposite sex). Depending on the state in which your annuity is issued, we may offer certain spousal benefits to civil union couples. You should be aware, however, that federal tax law does not recognize civil unions. Therefore, we cannot permit a civil union partner to continue the annuity upon the death of the first partner under the annuity's "spousal continuance" provision. Civil union couples should consider that limitation before selecting a spousal benefit under the annuity.

NONQUALIFIED ANNUITY CONTRACTS

In general, as used in this prospectus, a Nonqualified Annuity is owned by an individual or non-natural person and is not associated with a tax-favored retirement plan.

Taxes Payable by You

We believe this annuity is an annuity contract for tax purposes. Accordingly, as a general rule, you should not pay any tax until you receive money under the contract. Generally, annuity contracts issued by the same company (and affiliates) to you during the same calendar year must be treated as one annuity contract for purposes of determining the amount subject to tax under the rules described below. Charges for investment advisory fees that are taken from the contract are treated as a partial withdrawal from the contract and will be reported as such to the contract owner.

It is possible that the Internal Revenue Service (IRS) would assert that some or all of the charges for the optional benefits under the contract should be treated for federal income tax purposes as a partial withdrawal from the contract. If this were the case, the charge for this benefit could be deemed a withdrawal and treated as taxable to the extent there are earnings in the contract. Additionally, for owners under age 59 1/2, the taxable income attributable to the charge for the benefit could be subject to a tax penalty. If the IRS determines that the charges for one or more benefits under the contract are taxable withdrawals, then the sole or surviving owner will be provided with a notice from us describing available alternatives regarding these benefits.

You must commence annuity payments no later than the first day of the calendar month next following the maximum Annuity Date for your contract. Please refer to your annuity contract for the applicable maximum Annuity Date. For some of our contracts, you are able to choose to defer the Annuity Date beyond the default Annuity Date described in your contract. However, the IRS may not then consider your contract to be an annuity under the tax law.

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

ANNUITY ONE 3 CONTRACT? continued

Taxes on Withdrawals and Surrender

If you make a withdrawal from your contract or surrender it before annuity payments begin, the amount you receive will be taxed as ordinary income, rather than as return of purchase payments, until all gain has been withdrawn. Once all gain has been withdrawn, payments will be treated as a nontaxable return of purchase payments until all purchase payments have been returned. After all purchase payments are returned, all subsequent amounts will be taxed as ordinary income. You will generally be taxed on any withdrawals from the contract while you are alive even if the withdrawal is paid to someone else. Withdrawals under any of the optional living benefit programs or as a systematic payment are taxed under these rules. If you assign or pledge all or part of your contract as collateral for a loan, the part assigned generally will be treated as a withdrawal. If you transfer your contract for less than full consideration, such as by gift, you will also trigger tax on any gain in the contract. This rule does not apply if you transfer the contract to your spouse or under most circumstances if you transfer the contract incident to divorce.

If you choose to receive payments under an interest payment option, or a beneficiary chooses to receive a death benefit under an interest payment option, that election will be treated, for tax purposes, as surrendering your annuity and will immediately subject any gain in the contract to income tax.

Taxes on Annuity Payments

A portion of each annuity payment you receive will be treated as a partial return of your purchase payments and will not be taxed. The remaining portion will be taxed as ordinary income. Generally, the nontaxable portion is determined by multiplying the annuity payment you receive by a fraction, the numerator of which is your purchase payments (less any amounts previously received tax-free) and the denominator of which is the total expected payments under the contract. After the full amount of your purchase payments have been recovered tax-free, the full amount of the annuity payments will be taxable. If annuity payments stop due to the death of the annuitant before the full amount of your purchase payments have been recovered, a tax deduction may be allowed for the unrecovered amount.

Tax Penalty for Early Withdrawal From a Nonqualified Annuity Contract You may owe a 10% tax penalty on the taxable part of distributions received from your Nonqualified annuity contract before you attain age 59 1/2. Amounts are not subject to this tax penalty if:

- . the amount is paid on or after you reach age 59 1/2 or die;
- . the amount received is attributable to your becoming disabled;
- . generally the amount paid or received is in the form of substantially equal payments not less frequently than annually (please note that substantially equal payments must continue until the later of reaching age 59 1/2 or 5 years and modification of payments during that time period will result in retroactive application of the 10% tax penalty); or
- . the amount received is paid under an immediate annuity contract (in which annuity payments begin within one year of purchase).

Other exceptions to this tax may apply. You should consult your tax advisor for further details.

Special Rules in Relation to Tax-Free Exchanges Under Section 1035

Section 1035 of the Internal Revenue Code of 1986, as amended (Code), permits certain tax-free exchanges of a life insurance, annuity or endowment contract for an annuity. Partial surrenders may be treated in the same way as tax-free 1035 exchanges of entire contracts, therefore avoiding current taxation of any gains in the contract as well as the 10% tax penalty on pre-age 59 1/2 withdrawals. The IRS has reserved the right to treat transactions it considers abusive as ineligible for this favorable partial 1035 exchange treatment. In Revenue Procedure 2008-24, the IRS has indicated that where there is a surrender or distribution from either the initial annuity contract or receiving annuity contract within 12 months of the date on which the partial exchange was completed, the transfer will retroactively be treated as a taxable distribution from the initial annuity contract and a contribution to the receiving annuity contract. Tax free exchange treatment will be retained if the subsequent surrender or distribution would be eligible for an exception to the 10% federal income tax penalty, other than the exceptions for substantially equal periodic payments or distributions under an immediate annuity. It is unclear how the IRS will treat a partial exchange from a life insurance, endowment, or annuity contract into an immediate annuity. As of the date of this prospectus, we will accept a partial 1035 exchange from a non-qualified annuity into an immediate annuity as a "tax-free" exchange for future tax reporting purposes, except to the extent that we, as a reporting and withholding agent, believe that we would be expected to deem the transaction to be abusive. However, some insurance companies may not recognize these partial surrenders as tax-free exchanges and may report them as taxable distributions to the extent of any gain distributed as well as subjecting the taxable portion of the distribution to the 10% tax penalty. We strongly urge you to discuss any transaction of this type with your tax advisor before proceeding with the transaction.

If an annuity is purchased through a tax-free exchange of a life insurance, annuity or endowment contract that was purchased prior to August 14, 1982, then any purchase payments made to the original contract prior to August 14, 1982 will be treated as made to

the new contract prior to that date. Generally, such pre-August 14, 1982 withdrawals are treated as a recovery of your investment in the contract first until purchase payments made before August 14, 1982 are withdrawn. Moreover, any income allocable to purchase payments made before August 14, 1982, is not subject to the 10% tax penalty.

Taxes Payable by Beneficiaries

The Death Benefit options are subject to income tax to the extent the distribution exceeds the cost basis in the contract. The value of the Death Benefit, as determined under federal law, is also included in the owner's estate. Generally, the same tax rules described above would also apply to amounts received by your beneficiary. Choosing any option other than a lump sum Death Benefit may defer taxes. Certain minimum distribution requirements apply upon your death, as discussed further below in the Annuity Qualification section. Tax consequences to the beneficiary vary depending upon the Death Benefit payment option selected. Generally, for payment of the Death Benefit

- . As a lump sum payment: the beneficiary is taxed on gain in the contract.
- . Within 5 years of death of owner: the beneficiary is taxed as amounts are withdrawn (in this case gain is treated as being distributed first).
- . Under an annuity or annuity settlement option with distribution beginning within one year of the date of death of the owner: the beneficiary is taxed on each payment (part will be treated as gain and part as return of purchase payments).

Considerations for Contingent Annuitants: We may allow the naming of a contingent annuitant when a Nonqualified annuity contract is held by a pension plan or a tax favored retirement plan. In such a situation, the annuity may no longer qualify for tax deferral where the annuity contract continues after the death of the Annuitant. Note that in certain annuity contracts issued by Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, we allow for the naming of a co-annuitant, which also is used to mean the successor annuitant (and not another life used for measuring the duration of an annuity payment option). Like in the case of a contingent annuitant, the annuity may no longer qualify for tax deferral where the contract continues after the death of the annuitant.

Reporting and Withholding on Distributions Taxable amounts distributed from an annuity are subject to federal and state income tax reporting and withholding. In general, we will withhold federal income tax from the taxable portion of such distribution based on the type of distribution. In the case of an annuity or similar periodic payment, we will withhold as if you are a married individual with three (3) exemptions unless you designate a different withholding status. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In the case of all other distributions, we will withhold at a 10% rate. You may generally elect not to have tax withheld from your payments. An election out of withholding must be made on forms that we provide.

State income tax withholding rules vary and we will withhold based on the rules of your State of residence. Special tax rules apply to withholding for nonresident aliens, and we generally withhold income tax for nonresident aliens at a 30% rate. A different withholding rate may be applicable to a nonresident alien based on the terms of an existing income tax treaty between the United States and the nonresident alien's country. Please refer to the discussion below regarding withholding rules for a Qualified annuity.

Regardless of the amount withheld by us, you are liable for payment of federal and state income tax on the taxable portion of annuity distributions. You should consult with your tax advisor regarding the payment of the correct amount of these income taxes and potential liability if you fail to pay such taxes.

Entity Owners

Where a contract is held by a non-natural person (e.g. a corporation), other than as an agent or nominee for a natural person (or in other limited circumstances), the contract will not be taxed as an annuity and increases in the value of the contract over its cost basis will be subject to tax annually.

Where a contract is issued to a trust, and such trust is characterized as a grantor trust under the Internal Revenue Code, such contract shall not be considered to be held by a non-natural person and will generally be subject to the tax reporting and withholding requirements for a Nonqualified annuity.

Where a contract is structured so that it is owned by a grantor trust but the annuitant is not the grantor, then the contract is required to terminate upon the death of the grantor if the grantor pre-deceases the annuitant under

Section 72(s) of the Code. Under this circumstance, the contract value will be paid out to the beneficiary and it is not eligible for the death benefit provided under the contract.

Annuity Qualification

Diversification And Investor Control. In order to qualify for the tax rules applicable to annuity contracts described above, the assets underlying the Sub-accounts of an annuity must be diversified, according to certain rules under the Internal Revenue Code. Each portfolio is required to diversify its investments each quarter so that no more than 55% of the value of its assets is represented by any one investment, no more than 70% is represented by any two investments, no more than 80% is represented by any three investments, and no more than 90% is represented by any four investments. Generally, securities of a single issuer are treated as

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

ANNUITY ONE 3 CONTRACT? continued

one investment and obligations of each U.S. Government agency and instrumentality (such as the Government National Mortgage Association) are treated as issued by separate issuers. In addition, any security issued, guaranteed or insured (to the extent so guaranteed or insured) by the United States or an instrumentality of the U.S. will be treated as a security issued by the U.S. Government or its instrumentality, where applicable. We believe the portfolios underlying the variable investment options of the annuity meet these diversification requirements.

An additional requirement for qualification for the tax treatment described above is that we, and not you as the contract owner, must have sufficient control over the underlying assets to be treated as the owner of the underlying assets for tax purposes. While we also believe these investor control rules will be met, the Treasury Department may promulgate guidelines under which a variable annuity will not be treated as an

annuity for tax purposes if persons with ownership rights have excessive control over the investments underlying such variable annuity. It is unclear whether such guidelines, if in fact promulgated, would have retroactive effect. It is also unclear what effect, if any, such guidelines might have on transfers between the investment options offered pursuant to this Prospectus. We reserve the right to take any action, including modifications to your annuity or the investment options, required to comply with such guidelines if promulgated. Any such changes will apply uniformly to affected owners and will be made with such notice to affected owners as is feasible under the circumstances.

Required Distributions Upon Your Death for Nonqualified Annuity Contracts. Upon your death, certain distributions must be made under the contract. The required distributions depend on whether you die before you start taking annuity payments under the contract or after you start taking annuity payments under the contract. If you die on or after the Annuity Date, the remaining portion of the interest in the contract must be distributed at least as rapidly as under the method of distribution being used as of the date of death. If you die before the Annuity Date, the entire interest in the contract must be distributed within 5 years after the date of death, or as periodic payments over a period not extending beyond the life or life expectancy of such designated beneficiary (provided such payments begin within one year of your death). Your designated beneficiary is the person to whom benefit rights under the contract pass by reason of death, and must be a natural person in order to elect a periodic payment option based on life expectancy or a period exceeding five years. Additionally, if the annuity is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner. For Nonqualified annuity contracts owned by a non-natural person, the required distribution rules apply upon the death of the annuitant. This means that for a contract held by a non-natural person (such as a trust) for which there is named a co-annuitant, then such required distributions will be triggered by the death of the first co-annuitants to die.

Changes In Your Annuity. We reserve the right to make any changes we deem necessary to assure that your annuity qualifies as an annuity contract for tax purposes. Any such changes will apply to all contract owners and you will be given notice to the extent feasible under the circumstances.

QUALIFIED ANNUITY CONTRACTS

In general, as used in this prospectus, a Qualified annuity is an annuity contract with applicable endorsements for a tax-favored plan or a Nonqualified annuity contract held by a tax-favored retirement plan.

The following is a general discussion of the tax considerations for Qualified annuity contracts. This annuity may or may not be available for all types of the tax-favored retirement plans discussed below. This discussion assumes that you have satisfied the eligibility requirements for any tax-favored retirement plan. Please consult your Financial Professional prior to purchase to confirm if this contract is available for a particular type of tax-favored retirement plan or whether we will accept the type of contribution you intend for this contract.

A Qualified annuity may typically be purchased for use in connection with:

- . Individual retirement accounts and annuities (IRAs) which are subject to Sections 408(a) and 408(b) of the Code;
- . Roth IRAs under Section 408A of the Code;
- . A corporate Pension or Profit-sharing plan (subject to 401(a) of the Code);
- . H.R. 10 plans (also known as Keogh Plans, subject to 401(a) of the Code);
- . Tax Sheltered Annuities (subject to 403(b) of the Code, also known as Tax Deferred Annuities or TDAs);
- . Section 457 plans (subject to 457 of the Code).

A Nonqualified annuity may also be purchased by a 401(a) trust or custodial IRA or Roth IRA account, or a Section 457 plan which can hold other permissible assets. The terms and administration of the trust or custodial account or plan in accordance with the laws and regulations for 401(a) plans, IRAs or Roth IRAs, or a Section 457 plan as applicable, are the responsibility of the applicable trustee or custodian.

You should be aware that tax favored plans such as IRAs generally provide income tax deferral regardless of whether they invest in annuity contracts. This means that when a tax favored plan invests in an annuity contract, it generally does not result in any additional tax benefits (such as income tax deferral and income tax free transfers).

Types of Tax-Favored Plans

IRAs. If you buy an annuity for use as an IRA, we will provide you a copy of the prospectus and contract. The "IRA Disclosure Statement" and "Roth IRA Disclosure Statement" which accompany the prospectus contain information about eligibility, contribution limits, tax particulars, and other IRA information. In addition to this information (some of which is summarized below), the IRS requires that you have a "free look" after making an initial contribution to the contract. During this time, you can cancel the annuity by notifying us in writing, and we will refund all of the purchase payments under the annuity (or, if provided by applicable state law, the amount credited under the annuity, if greater), less any applicable federal and state income tax withholding.

Contributions Limits/Rollovers. Subject to the minimum purchase payment requirements of an annuity, you may purchase an annuity for an IRA in connection with a "rollover" of amounts from a qualified retirement plan, as a transfer from another IRA, by making a single contribution consisting of your IRA contributions and catch-up contributions, if applicable, attributable to the prior year and the current year during the period from January 1 to April 15, or as a current year contribution. In 2008 the contribution limit is \$5,000. After 2008 the contribution amount will be indexed for inflation. The tax law also provides for a catch-up provision for individuals who are age 50 and above, allowing these individuals an additional \$1,000 contribution each year. The catch-up amount is not indexed for inflation.

The "rollover" rules under the Code are fairly technical; however, an individual (or his or her surviving spouse) may generally "roll over" certain distributions from tax favored retirement plans (either directly or within 60 days from the date of these distributions) if he or she meets the requirements for distribution. Once you buy an annuity, you can make regular IRA contributions under the annuity (to the extent permitted by law). However, if you make such regular IRA contributions, you should note that you will not be able to treat the contract as a "conduit IRA," which means that you will not retain possible favorable tax treatment if you subsequently "roll over" the contract funds originally derived from a qualified retirement plan or TDA into another Section 401(a) plan or TDA. In some circumstances, non-spouse beneficiaries may directly roll over to an IRA amounts due from qualified plans, 403(b) plans, and governmental 457(b) plans.

Required Provisions. Contracts that are IRAs (or endorsements that are part of the contract) must contain certain provisions:

- . You, as owner of the contract, must be the "annuitant" under the contract (except in certain cases involving the division of property under a decree of divorce);
- . Your rights as owner are non-forfeitable;
- . You cannot sell, assign or pledge the contract;
- . The annual contribution you pay cannot be greater than the maximum amount allowed by law, including catch-up contributions if applicable (which does not include any rollover amounts);
- . The date on which required minimum distributions must begin cannot be later than April 1st of the calendar year after the calendar year you turn age 70 1/2; and
- . Death and annuity payments must meet "required minimum distribution" rules described below.

Usually, the full amount of any distribution from an IRA (including a distribution from this contract) which is not a rollover is taxable. As taxable income, these distributions are subject to the general tax withholding rules described earlier regarding a Nonqualified annuity. In addition to this normal tax liability, you may also be liable for the following, depending on your actions:

- . A 10% early withdrawal penalty described below;
- . Liability for "prohibited transactions" if you, for example, borrow against the value of an IRA; or
- . Failure to take a required minimum distribution, also described below.

SEPs. SEPs are a variation on a standard IRA, and contracts issued to a SEP must satisfy the same general requirements described under IRAs (above). There are, however, some differences:

. If you participate in a SEP, you generally do not include in income any employer contributions made to the SEP on your behalf up to the lesser of

(a) \$46,000 in 2008 (\$45,000 in 2007) or (b) 25% of your taxable compensation paid by the contributing employer (not including the employer's SEP contribution as compensation for these purposes). However, for these purposes, compensation in excess of certain limits established by the IRS will not be considered. In 2008, this limit is \$230,000 (\$225,000 for 2007);

. SEPs must satisfy certain participation and nondiscrimination requirements not generally applicable to IRAs; and

. SEPs that contain a salary reduction or "SARSEP" provision prior to 1997 may permit salary deferrals up to \$15,500 in 2008 with the employer making these contributions to the SEP. However, no new "salary reduction" or "SARSEPs" can be established after 1996. Individuals participating in a SARSEP who are age 50 or above by the end of the year will be permitted to contribute an additional \$5,000 in 2008. These amounts are indexed for inflation. These annuities are not available for SARSEPs. You will also be provided the same information, and have the same "free look" period, as you would have if you purchased the contract for a standard IRA.

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

ANNUITY ONE 3 CONTRACT? continued

ROTH IRAs. The "Roth IRA Disclosure Statement" contains information about eligibility, contribution limits, tax particulars and other Roth IRA information. Like standard IRAs, income within a Roth IRA accumulates tax-free, and contributions are subject to specific limits. Roth IRAs have, however, the following differences:

. Contributions to a Roth IRA cannot be deducted from your gross income;

. "Qualified distributions" from a Roth IRA are excludable from gross income. A "qualified distribution" is a distribution that satisfies two requirements: (1) the distribution must be made (a) after the owner of the IRA attains age 59 1/2; (b) after the owner's death; (c) due to the owner's disability; or (d) for a qualified first time homebuyer distribution within the meaning of Section 72(t)(2)(F) of the Code; and (2) the distribution must be made in the year that is at least five tax years after the first year for which a contribution was made to any Roth IRA established for the owner or five years after a rollover, transfer, or conversion was made from a traditional IRA to a Roth IRA. Distributions from a Roth IRA that are not qualified distributions will be treated as made first from contributions and then from earnings and earnings will be taxed generally in the same manner as distributions from a traditional IRA.

. If eligible (including meeting income limitations and earnings requirements), you may make contributions to a Roth IRA after attaining age 70 1/2, and distributions are not required to begin upon attaining such age or at any time thereafter.

Subject to the minimum purchase payment requirements of an annuity, if you meet certain income limitations you may purchase an annuity for a Roth IRA in connection with a "rollover" of amounts of another traditional IRA, conduit IRA, SEP, SIMPLE-IRA or Roth IRA by making a single contribution consisting of your Roth IRA contributions and catch-up contributions, if applicable, attributable to the prior year and the current year during the period from January 1 to April 15 of the current year, or with a current contribution. The Code permits persons who meet certain income limitations (generally, adjusted gross income under \$100,000) who are not married filing a separate return and who receive certain qualifying distributions from such non-Roth IRAs, to directly rollover or make, within 60 days, a "rollover" of all or any part of the amount of such distribution to a Roth IRA which they establish. Beginning January 2008, an individual receiving an eligible rollover distribution from an employer sponsored retirement plan under sections 401(a) or 403(b) of the Code can directly roll over contributions to a Roth IRA, subject to the same income limits. This conversion triggers current taxation (but is not subject to a 10% early distribution penalty). Once an annuity has been purchased, regular Roth IRA contributions will be accepted to the extent permitted by law. In addition, an individual receiving an eligible rollover distribution from a designated Roth account under an employer plan may roll over the distribution to a Roth IRA even if the individual is not eligible to make regular contributions to a Roth IRA. Until 2010, participants with an adjusted gross income greater than \$100,000 are not permitted to roll over funds from an employer plan, including a Roth 401(k) distribution, to a Roth IRA.

TDAs. You may own a Tax Deferred Annuity (also known as a TDA, Tax Sheltered Annuity (TSA), 403(b) plan or 403(b) annuity) generally if you are either an employer or employee of a tax-exempt organization (as defined under Code

Section 501(c)(3)) or a public educational organization, and you may make contributions to a TDA so long as your rights (or your employee's rights) to the annuity are nonforfeitable. Contributions to a TDA, and any earnings, are not taxable until distribution. You may also make contributions to a TDA under a salary reduction agreement, generally up to a maximum of \$15,500 in 2008. Individuals participating in a TDA who are age 50 or above by the end of the year will be permitted to contribute an additional \$5,000 in 2008. This amount is indexed for inflation. Further, you may roll over TDA amounts to another TDA or an IRA. You may also roll over TDA amounts to a qualified retirement plan, a SEP and a 457 government plan. A contract may generally only qualify as a TDA if distributions of salary deferrals (other than "grandfathered" amounts held as of December 31, 1988) may be made only on account of:

- . Your attainment of age 59 1/2;
- . Your severance of employment;
- . Your death;
- . Your total and permanent disability; or
- . Hardship (under limited circumstances, and only related to salary deferrals, not including earnings attributable to these amounts).

In any event, you must begin receiving distributions from your TDA by April 1st of the calendar year after the calendar year you turn age 70 1/2 or retire, whichever is later. These distribution limits do not apply either to transfers or exchanges of investments under the contract, or to any "direct transfer" of your interest in the contract to another TDA or to a mutual fund "custodial account" described under Code Section 403(b)(7). Employer contributions to TDAs are subject to the same general contribution, nondiscrimination, and minimum participation rules applicable to "qualified" retirement plans.

Final regulations related to 403(b) contracts were issued in 2007. Under these final regulations, certain contract exchanges may be accepted only if the employer and the issuer have entered into the required information-sharing agreements. Such agreements must be in place by January 1, 2009. We do not currently accept transfers of funds under 403(b) contracts. Funds can only be added to the contract as a current salary deferral under an agreement with your employer or as a direct rollover from another employer plan. We intend to begin accepting such transfers in the future when we can comply with the new regulations.

Required Minimum Distributions and Payment Options If you hold the contract under an IRA (or other tax-favored plan), required minimum distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70 1/2 and must be made for each year thereafter. For a TDA or a 401(a) plan for which the participant is not a greater than 5% owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the Owner's lifetime. The amount of the payment must at least equal the minimum required under the IRS rules. Several choices are available for calculating the minimum amount. More information on the mechanics of this calculation is available on request. Please contact us at a reasonable time before the IRS deadline so that a timely distribution is made. Please note that there is a 50% tax penalty on the amount of any required minimum distribution not made in a timely manner.

Required minimum distributions are calculated based on the sum of the account value and the actuarial value of any additional death benefits and benefits from optional riders that you have purchased under the contract. As a result, the required minimum distributions may be larger than if the calculation were based on the account value only, which may in turn result in an earlier (but not before the required beginning date) distribution of amounts under the annuity and an increased amount of taxable income distributed to the annuity owner, and a reduction of death benefits and the benefits of any optional riders.

You can use the Minimum Distribution option to satisfy the required minimum distribution rules for an annuity without either beginning annuity payments or surrendering the annuity. We will distribute to you the required minimum distribution amount, less any other partial withdrawals that you made during the year. Such amount will be based on the value of the contract as of December 31 of the prior year, but is determined without regard to other contracts you may own.

Although the IRS rules determine the required amount to be distributed from your IRA each year, certain payment alternatives are still available to you. If you own more than one IRA, you can choose to satisfy your minimum distribution requirement for each of your IRAs by withdrawing that amount from any of your IRAs. If you inherit more than one IRA or more than one Roth IRA from the same owner, similar rules apply.

Required Distributions Upon Your Death for Qualified Annuity Contracts Upon your death under an IRA, Roth IRA, 403(b) or other employer sponsored plan, the designated beneficiary may generally elect to continue the contract and receive required minimum distributions under the contract instead of receiving the death benefit in a single payment. The available payment options will depend on whether you die before the date required minimum distributions under the Code were to begin, whether you have named a designated beneficiary and whether that beneficiary is your surviving spouse.

. If you die after a designated beneficiary has been named, the death benefit must be distributed by December 31/st/ of the year including the five year anniversary of the date of death, or as periodic payments not extending beyond the life or life expectancy of the designated beneficiary (as long as payments begin by December 31/st/ of the year following the year of death). However, if your surviving spouse is the beneficiary, the death benefit can be paid out over the life or life expectancy of your spouse with such payments beginning no later than December 31/st/ of the year following the year of death or December 31/st/ of the year in which you would have reached age 70 1/2, which ever is later. Additionally, if the contract is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner.

. If you die before a designated beneficiary is named and before the date required minimum distributions must begin under the Code, the death benefit must be paid out by December 31/st/ of the year including the five year anniversary of the date of death. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31/st/ of the year following the year of death, such contract is deemed to have no designated beneficiary. A designated beneficiary may elect to apply the rules for no designated beneficiary if those would provide a smaller payment requirement.

. If you die before a designated beneficiary is named and after the date required minimum distributions must begin under the Code, the death benefit must be paid out at least as rapidly as under the method then in effect. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary. A designated beneficiary may elect to apply the rules for no designated beneficiary if those would provide a smaller payment requirement.

A beneficiary has the flexibility to take out more each year than mandated under the required minimum distribution rules.

Until withdrawn, amounts in a Qualified annuity contract continue to be tax deferred. Amounts withdrawn each year, including amounts that are required to be withdrawn under the required minimum distribution rules, are subject to tax. You may wish to consult a professional tax advisor for tax advice as to your particular situation.

For a Roth IRA, if death occurs before the entire interest is distributed, the death benefit must be distributed under the same rules applied to IRAs where death occurs before the date required minimum distributions must begin under the Code.

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

ANNUITY ONE 3 CONTRACT? continued

Tax Penalty for Early Withdrawals From Qualified Annuity Contracts You may owe a 10% tax penalty on the taxable part of distributions received from an IRA, SEP, Roth IRA, TDA or qualified retirement plan before you attain age 59 1/2. Amounts are not subject to this tax penalty if:

- . the amount is paid on or after you reach age 59 1/2 or die;
- . the amount received is attributable to your becoming disabled; or
- . generally the amount paid or received is in the form of substantially equal payments not less frequently than annually. (Please note that substantially equal payments must continue until the later of reaching age 59 1/2 or 5 years. Modification of payments during that time period will result in retroactive application of the 10% tax penalty.)

Other exceptions to this tax may apply. You should consult your tax advisor for further details.

Withholding

We will withhold federal income tax at the rate of 20% for any eligible rollover distribution paid by us to or for a plan participant, unless such distribution is "directly" rolled over into another qualified plan, IRA (including the IRA variations described above), SEP, 457 government plan or TDA. An eligible rollover distribution is defined under the tax law as a distribution from an employer plan under 401(a), a TDA or a 457 governmental plan, excluding any distribution that is part of a series of substantially equal payments (at least annually) made over the life expectancy of the employee or the joint life expectancies of the employee and his designated beneficiary, any distribution made for a specified period of 10 years or more, any distribution that is a required minimum distribution and any hardship distribution. Regulations also specify certain other items which are not considered eligible rollover distributions. For all other distributions, unless you elect otherwise, we will withhold federal income tax from the taxable portion of such distribution at an appropriate percentage. The rate of withholding on annuity payments where no mandatory withholding is required is determined on the basis of the withholding certificate that you file with us. If you do not file a certificate, we will automatically withhold federal taxes on the following basis:

. For any annuity payments not subject to mandatory withholding, you will have taxes withheld by us as if you are a married individual, with 3 exemptions. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default; and

. For all other distributions, we will withhold at a 10% rate.

We will provide you with forms and instructions concerning the right to elect that no amount be withheld from payments in the ordinary course. However, you should know that, in any event, you are liable for payment of federal income taxes on the taxable portion of the distributions, and you should consult with your tax advisor to find out more information on your potential liability if you fail to pay such taxes. There may be additional state income tax withholding requirements.

ERISA Requirements

ERISA (the "Employee Retirement Income Security Act of 1974") and the Code prevent a fiduciary and other "parties in interest" with respect to a plan (and, for these purposes, an IRA would also constitute a "plan") from receiving any benefit from any party dealing with the plan, as a result of the sale of the contract. Administrative exemptions under ERISA generally permit the sale of insurance/annuity products to plans, provided that certain information is disclosed to the person purchasing the contract. This information has to do primarily with the fees, charges, discounts and other costs related to the contract, as well as any commissions paid to any agent selling the contract. Information about any applicable fees, charges, discounts, penalties or adjustments may be found in the applicable sections of this Prospectus. Information about sales representatives and commissions may be found in the sections of this Prospectus addressing distribution of the annuities.

Other relevant information required by the exemptions is contained in the contract and accompanying documentation.

Please consult with your tax advisor if you have any questions about ERISA and these disclosure requirements.

Spousal Consent Rules for Retirement Plans - Qualified Contracts If you are married at the time your payments commence, you may be required by federal law to choose an income option that provides survivor annuity income to your spouse, unless your spouse waives that right. Similarly, if you are married at the time of your death, federal law may require all or a portion of the Death Benefit to be paid to your spouse, even if you designated someone else as your beneficiary. A brief explanation of the applicable rules follows. For more information, consult the terms of your retirement arrangement.

Defined Benefit Plans and Money Purchase Pension Plans. If you are married at the time your payments commence, federal law requires that benefits be paid to you in the form of a "qualified joint and survivor annuity" (QJSA), unless you and your spouse waive that right, in writing. Generally, this means that you will receive a reduced payment during your life and, upon your death, your spouse will receive at least one-half of what you were receiving for life. You may elect to receive another income option if your spouse consents to the election and waives his or her right to receive the QJSA. If your spouse consents to the alternative form of payment, your spouse may not receive any benefits from the plan upon your death. Federal law also requires that the plan pay a Death Benefit to your spouse if you are married and die before you begin receiving your benefit. This benefit must be available in

the form of an annuity for your spouse's lifetime and is called a "qualified pre-retirement survivor annuity" (QPSA). If the plan pays Death Benefits to other beneficiaries, you may elect to have a beneficiary other than your spouse receive the Death Benefit, but only if your spouse consents to the election and waives his or her right to receive the QPSA. If your spouse consents to the alternate beneficiary, your spouse will receive no benefits from the plan upon your death. Any QPSA waiver prior to your attaining age 35 will become null and void on the first day of the calendar year in which you attain age 35, if still employed.

Defined Contribution Plans (including 401(k) Plans and ERISA 403(b) Annuities). Spousal consent to a distribution is generally not required. Upon your death, your spouse will receive the entire Death Benefit, even if you designated someone else as your beneficiary, unless your

spouse consents in writing to waive this right. Also, if you are married and elect an annuity as a periodic income option, federal law requires that you receive a QJSA (as described above), unless you and your spouse consent to waive this right.

IRAs, non-ERISA 403(b) Annuities, and 457 Plans. Spousal consent to a distribution usually is not required. Upon your death, any Death Benefit will be paid to your designated beneficiary.

Additional Information

For additional information about federal tax law requirements applicable to IRAs and Roth IRAs, see the IRA Disclosure Statement or Roth IRA Disclosure Statement, as applicable.

Generation - Skipping Transfers

If you transfer your contract to a person two or more generations younger than you (such as a grandchild or grandniece) or to a person that is more than 37 1/2 years younger than you, there may be generation-skipping transfer tax consequences.

11: OTHER INFORMATION

PRUCO LIFE INSURANCE COMPANY

Pruco Life Insurance Company (Pruco Life) is a stock life insurance company which was organized on December 23, 1971 under the laws of the State of Arizona. It is licensed to sell life insurance and annuities in the District of Columbia, Guam and in all states except New York.

Pruco Life is a wholly-owned subsidiary of The Prudential Insurance Company of America (Prudential), a New Jersey stock life insurance company that has been doing business since October 13, 1875. Prudential is an indirect wholly-owned subsidiary of Prudential Financial, Inc. (Prudential Financial), a New Jersey insurance holding company. As Pruco Life's ultimate parent, Prudential Financial exercises significant influence over the operations and capital structure of Pruco Life and Prudential. However, neither Prudential Financial, Prudential, nor any other related company has any legal responsibility to pay amounts that Pruco Life may owe under the contract.

Pruco Life publishes annual and quarterly reports that are filed with the SEC. These reports contain financial information about Pruco Life that is annually audited by independent accountants. Pruco's Life annual report for the year ended December 31, 2007, together with subsequent periodic reports that Pruco Life files with the SEC, are incorporated by reference into this prospectus. You can obtain copies, at no cost, of any and all of this information, including the Pruco Life annual report that is not ordinarily mailed to contract owners, the more current reports and any subsequently filed documents at no cost by contacting us at the address or telephone number listed on the cover. The SEC file number for Pruco Life is 811-07325. You may read and copy any filings made by Pruco Life with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You can obtain information on the operation of the Public Reference Room by calling (202) 551-8090. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

Pruco Life conducts the bulk of its operations through staff employed by it or by affiliated companies within the Prudential Financial family. Certain discrete functions have been delegated to non-affiliates that could be deemed "service providers" under the Investment Company Act of 1940. The entities engaged by Pruco Life may change over time. As of December 31, 2007, non-affiliated entities that could be deemed service providers to Pruco Life and/or another insurer within the Prudential Annuities business unit consisted of the following: ADP (proxy tabulation services) located at 100 Burma Road Jersey City, New Jersey 07305, Alliance-One Services Inc. (administration of variable life policies) located at 55 Hartland Street East Hartford CT 06108, BISYS Retirement Services (qualified plan administrator) located at 200 Dryden Road Dresher, PA 19025, Blue Frog Solutions, Inc. (order entry systems provider) located at 555 SW 12th Ave, Suite 202 Pompano Beach, FL 33069, EBIX Inc. (order-entry system) located at 5 Concourse Parkway Suite 3200 Atlanta, GA 30328, Diversified Information Technologies Inc. (records management) located at 123 Wyoming Ave Scranton, PA 18503, Fosdick Fulfillment Corp. (fulfillment of prospectuses and marketing materials) located at 26 Barnes Industrial Park Road North Wallingford, CT 06492, Insurance Technologies (annuity illustrations) located at Two South Cascade Avenue, Suite 200 Colorado Springs, CO 80903, Lason Systems Inc. (contract printing

11: OTHER INFORMATION continued

and mailing) located at 1305 Stephenson Highway Troy, MI 48083, Morningstar Associates LLC (asset allocation recommendations) located at 225 West Wacker Drive Chicago, IL 60606, Pershing LLC (order-entry systems provider) located at One Pershing Plaza Jersey City, NJ 07399, Personix (printing and fulfillment of confirmations and client statements) located at 13100 North Promenade Boulevard Stafford, TX 77477, RR Donnelley Receivables Inc. (printing annual reports and prospectuses) located at 111 South Wacker Drive Chicago, IL 60606-4301, Stanton Group (qualified plan administrator) located at Two Pine Tree Drive Suite 400 Arden Hills, MN 55112 Attention: Alerus Retirement Solutions, State Street (accumulation unit value calculations) located at State Street Financial Center One Lincoln Street Boston, Massachusetts 02111, The Harty Press, Inc. (printing and fulfillment of marketing materials) located at 25 James Street New Haven, CT 06513, VG Reed & Sons Inc. (printing and fulfillment of annual reports) located at 1002 South 12th Street Louisville, KY 40210, William B. Meyer (printing and fulfillment of prospectuses and marketing materials) located at 255 Long Beach Boulevard Stratford, CT 06615 .

THE SEPARATE ACCOUNT

We have established a separate account, the Pruco Life Flexible Premium Variable Annuity Account (separate account), to hold the assets that are associated with the variable annuity contracts. The separate account was established under Arizona law on June 16, 1995, and is registered with the SEC under the Investment Company Act of 1940 as a unit investment trust, which is a type of investment company. The assets of the separate account are held in the name of Pruco Life and legally belong to us. These assets are kept separate from all of our other assets and may not be charged with liabilities arising out of any other business we may conduct. More detailed information about Pruco Life, including its audited consolidated financial statements, is provided in the Statement of Additional Information.

SALE AND DISTRIBUTION OF THE CONTRACT

Prudential Annuities Distributors, Inc. (PAD), a wholly-owned subsidiary of Prudential Annuities, Inc., is the distributor and principal underwriter of the annuities offered through this prospectus. PAD acts as the distributor of a number of annuity and life insurance products, and is the co-distributor of the Advanced Series Trust. PAD's principal business address is One Corporate Drive, Shelton, Connecticut 06484. PAD is registered as a broker-dealer under the Securities Exchange Act of 1934 (Exchange Act), and is a member of the Financial Industry Regulatory Authority (FINRA).

The contract is offered on a continuous basis. PAD enters into distribution agreements with broker/dealers who are registered under the Exchange Act and with entities that may offer the contract but are exempt from registration

(firms). Applications for the contract are solicited by registered representatives of those firms. Such representatives will also be our appointed insurance agents under state insurance law. In addition, PAD may offer the contract directly to potential purchasers.

Commissions are paid to firms on sales of the contract according to one or more schedules. The individual representative will receive a portion of the compensation, depending on the practice of his or her firm. Commissions are generally based on a percentage of purchase payments made, up to a maximum of 8%. Alternative compensation schedules are available that provide a lower initial commission plus ongoing annual compensation based on all or a portion of Contract Value. We may also provide compensation to the distributing firm for providing ongoing service to you in relation to the contract. Commissions and other compensation paid in relation to the contract do not result in any additional charge to you or to the separate account.

In addition, in an effort to promote the sale of our products (which may include the placement of Pruco Life and/or the contract on a preferred or recommended company or product list and/or access to the firm's registered representatives), we or PAD may enter into compensation arrangements with certain broker/dealer firms with respect to certain or all registered representatives of such firms under which such firms may receive separate compensation or reimbursement for, among other things, training of sales personnel and/or marketing and/or administrative services and/or other services they provide to us or our affiliates. These services may include, but are not limited to: educating customers of the firm on the contract's features; conducting due diligence and analysis; providing office access, operations and systems support; holding seminars intended to educate registered representatives and make them more knowledgeable about the contract; providing a dedicated marketing coordinator; providing priority sales desk support; and providing expedited marketing compliance approval to PAD. Further information about the firms that are part of these compensation arrangements appears in the Statement of Additional Information, which is available without charge upon request.

To the extent permitted by FINRA rules and other applicable laws and regulations, PAD may pay or allow other promotional incentives or payments in the form of cash or non-cash compensation. These arrangements may not be offered to all firms and the terms of such arrangements may differ between firms.

You should note that firms and individual registered representatives and branch managers within some firms participating in one of these compensation arrangements might receive greater compensation for selling the contract than for selling a different contract that is not eligible for these compensation arrangements. While compensation is generally taken into account as an expense in considering the charges applicable to a contract product, any such compensation will be paid by us or PAD and will not result in

any additional charge to you. Your registered representative can provide you with more information about the compensation arrangements that apply upon the sale of the contract.

We or PAD also may compensate third-party vendors, for services that such vendors render to broker-dealer firms. To the extent permitted by the FINRA rules and other applicable laws and regulations, PAD may pay or allow other promotional incentives or payments in the forms of cash or non-cash compensation. These arrangements may not be offered to all firms and the terms of such arrangements may differ between firms.

The list below identifies three general types of payments that PAD pays which are broadly defined as follows:

. Percentage Payments based upon "Assets under Management" or "AUM": This type of payment is a percentage payment that is based upon the total amount held in all Pruco Life products that were sold through the firm (or its affiliated broker-dealers).

. Percentage Payments based upon sales: This type of payment is a percentage payment that is based upon the total amount of money received as purchase payments under Pruco Life annuity products sold through the firm (or its affiliated broker-dealers).

. Fixed Payments: These types of payments are made directly to or in sponsorship of the firm (or its affiliated broker-dealers). Examples of arrangements under which such payments may be made currently include, but are not limited to: sponsorships, conferences (national, regional and top producer), speaker fees, promotional items and reimbursements to firms for marketing activities or services paid by the firms and/or their individual representatives. The amount of these payments varies widely because some payments may encompass only a single event, such as a conference, and others have a much broader scope. In addition, we may make payments upon the initiation of a relationship for systems, operational and other support.

The list below includes the names of the firms (or their affiliated broker/dealers) that we are aware (as of December 31, 2007) received payment with respect to annuity business during 2007 (or as to which a payment amount was accrued during 2007). The firms listed below include payments in connection with products issued by Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey. Your registered representative can provide you with more information about the compensation arrangements that apply upon the sale of the contract. During 2007, the least amount paid, and greatest amount paid, were \$2,072 and \$1,325,582, respectively.

NAME OF FIRM:

Advantage Capital Corporation

AIG Financial Advisors, Inc.

Citigroup Global Markets, Inc.

Financial Network Investment Corp.

FSC Securities Corp.

ING Financial Partners

Merrill Lynch

Morgan Stanley

Multi-Financial Securities Corporation

Primevest

Raymond James & Associates

Raymond James Financial Services

Royal Alliance

Stifel Nicolaus & Co., Inc.

Sunamerica Securities, Inc.

UBS Financial Services

Wachovia

On July 1, 2003, Prudential Financial combined its retail securities brokerage and clearing operations with those of Wachovia Corporation ("Wachovia"), and formed Wachovia Securities Financial Holdings, LLC ("Wachovia Securities"), a joint venture headquartered in Richmond, Virginia. Wachovia is the majority owner and Prudential Financial, indirectly through subsidiaries, is a minority owner of Wachovia Securities.

LEGAL PROCEEDINGS

Pruco Life is subject to legal and regulatory actions in the ordinary course of its businesses. Pending legal and regulatory actions include proceedings specific to Pruco Life and proceedings generally applicable to business practices in the industries in which Pruco Life operates. Pruco Life is subject to class action lawsuits and individual lawsuits involving a variety of issues, including sales practices, underwriting practices, claims payment and procedures, additional premium charges for premiums paid on a periodic basis, denial or delay of benefits, return of premiums or excessive premium charges and breaching fiduciary duties to customers. In its annuity operations, Pruco Life is subject to litigation involving class action lawsuits and other litigation alleging, among other things, that Pruco Life made improper or inadequate disclosures in connection with the sale of annuity products or charged excessive or impermissible fees on these products, recommended unsuitable products to customers, mishandled customer accounts or breached fiduciary duties to customers. Pruco Life is also subject to litigation arising out of its general business

11: OTHER INFORMATION continued

activities, such as its investments and third-party contracts. Regulatory authorities from time to time make inquiries and conduct investigations and examinations relating particularly to Pruco Life and its businesses and products. In addition, Pruco Life, along with other participants in the businesses in which Pruco Life engage, may be subject from time to time to investigations, examinations and inquiries, in some cases industry-wide, concerning issues or matters upon which such regulators have determined to focus. In some of its pending legal and regulatory actions, parties are seeking large and/or indeterminate amounts, including punitive or exemplary damages. The outcome of a litigation or regulatory matter, and the amount or range of potential loss at any particular time, is often inherently uncertain.

Pruco Life's litigation and regulatory matters are subject to many uncertainties, and given their complexity and scope, the outcome cannot be predicted. It is possible that the results of operations or cash flow in a particular quarterly or annual period could be materially affected by an ultimate unfavorable resolution of pending litigation and regulatory matters depending, in part, upon the results of operations or cash flow for such period. In light of the unpredictability of Pruco Life's litigation and regulatory matters, it is also possible that in certain cases an ultimate unfavorable resolution of one or more pending litigation or regulatory matters could have a material adverse effect on Pruco Life's financial position. Management believes, however, that based on information currently known to it, the ultimate outcome of all pending litigation and regulatory matters, after consideration of applicable reserves and rights to indemnification, is not likely to have a material adverse effect on Pruco Life's financial position.

ASSIGNMENT

In general, you can assign the contract at any time during your lifetime. If you do so, we will reset the death benefit to equal the Contract Value on the date the assignment occurs. For details, see Section 4, "What Is The Death Benefit?" We will not be bound by the assignment until we receive written notice. We will not be liable for any payment or other action we take in accordance with the contract if that action occurs before we receive notice of the assignment. An assignment, like any other change in ownership, may trigger a taxable event. If you assign the contract, that assignment will result in the termination of any automated withdrawal program that had been in effect. If the new owner wants to re-institute an automated withdrawal program, then he/she needs to submit the forms that we require, in good order.

If the contract is issued under a qualified plan, there may be limitations on your ability to assign the contract. For further information please speak to your representative.

FINANCIAL STATEMENTS

The financial statements of the separate account and Pruco Life, the co-issuer of the Strategic Partners Annuity One 3 contract, are included in the Statement of Additional Information.

STATEMENT OF ADDITIONAL INFORMATION

Contents:

- . Company
- . Experts
- . Principal Underwriter
- . Allocation of Initial Purchase Payment
- . Determination of Accumulation Unit Values
- . Financial Statements
- . Separate Account Financial Information
- . Company Financial Information

HOUSEHOLDING

To reduce costs, we now send only a single copy of prospectuses and shareholder reports to each consenting household, in lieu of sending a copy to each contract owner that resides in the household. If you are a member of such a household, you should be aware that you can revoke your consent to householding at any time, and begin to receive your own copy of prospectuses and shareholder reports, by calling (877) 778-5008.

MARKET VALUE ADJUSTMENT FORMULA

General Formula

The formula under which Pruco Life calculates the market value adjustment applicable to a full or partial surrender, annuitization, or settlement under the market value adjustment option is set forth below. The market value adjustment is expressed as a multiplier factor. That is, the Contract Value after the market value adjustment ("MVA"), but before any withdrawal charge, is as follows: Contract Value (after MVA) = Contract Value (before MVA) X (1 + MVA). The MVA itself is calculated as follows:

$$MVA = \left[\frac{(1 + I)^{N/12} - 1}{1 + J + .0025} \right]$$

where: I = the guaranteed credited interest rate (annual effective) for the given contract at the time of withdrawal or annuitization or settlement.

J = the current credited interest rate offered on new money at the time of withdrawal or annuitization or settlement for a guarantee period of equal length to the number of whole years remaining in the Contract's current guarantee period plus one year.

N = equals the remaining number of months in the contract's current guarantee period (rounded up) at the time of withdrawal or annuitization or settlement.

Pennsylvania Formula

We use the same MVA formula with respect to contracts issued in Pennsylvania as the general formula, except that "J" in the formula above uses an interpolated rate as the current credited interest rate. Specifically, "J" is the interpolated current credited interest rate offered on new money at the time of withdrawal, annuitization, or settlement. The interpolated value is calculated using the following formula:

$$m/365 \times (n + 1) \text{ year rate} + (365 - m)/365 \times n \text{ year rate},$$

where "n" equals the number of whole years remaining in the Contract's current guarantee period, and "m" equals the number of days remaining in year "n" of the current guarantee period.

Indiana Formula

We use the following MVA formula for contracts issued in Indiana:

$$MVA = \left[\frac{(1 + I)^{N/12} - 1}{1 + J} \right]$$

The variables I, J and N retain the same definitions as the general formula.

Market Value Adjustment Example

(ALL STATES EXCEPT INDIANA AND PENNSYLVANIA)

The following will illustrate the application of the Market Value Adjustment. For simplicity, surrender charges are ignored in this example.

Positive market value adjustment

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 5%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\% (0.06) \\ J &= 5\% (0.05) \end{aligned}$$

105

11: OTHER INFORMATION continued

The MVA factor calculation would be: $[(1.06)/(1.05 + 0.0025)]$ to the $(38/12)$ power $-1 = 0.02274$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times 0.02274 = \$253.03$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + \$253.03 = \$11,380.14$$

The MVA may not always be positive. Here is an example where it is negative.

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 7%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\% (0.06) \\ J &= 7\% (0.07) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.07 + 0.0025)]$ to the $(38/12)$ power $-1 = -0.03644$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times (-0.03644) = -\$405.47$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + (-\$405.47) = \$10,721.64$$

Market Value Adjustment Example

(PENNSYLVANIA)

The following will illustrate the application of the Market Value Adjustment. For simplicity, surrender charges are ignored in this example.

Positive market value adjustment

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 3 years (the number of whole years remaining) is 4%, and for a guarantee period of 4 years (the number of whole years remaining plus 1) is 5%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$N = 38$$

$$I = 6\% (0.06)$$

$$J = [(61/365) \times 0.05] + [(365 - 61)/365 \times 0.04] = 0.0417$$

The MVA factor calculation would be: $[(1.06)/(1.0417 + 0.0025)]$ to the $(38/12)$ power $-1 = 0.04871$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times 0.04871 = \$542.00$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + \$542.00 = \$11,669.11$$

The MVA may not always be positive. Here is an example where it is negative.

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 3 years (the number of whole years remaining) is 7%, and for a guarantee period of 4 years (the number of whole years remaining plus 1) is 8%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\%(0.06) \\ J &= [(61/365) \times 0.08] + [(365 - 61)/365 \times 0.07] = 0.0717 \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.0717 + 0.0025)]$ to the $(38/12)$ power $-1 = -0.04126$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times (-0.04126) = -\$459.10$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + (-\$459.10) = \$10,668.01$$

Market Value Adjustment Example

(INDIANA)

The following will illustrate the application of the Market Value Adjustment. For simplicity, surrender charges are ignored in this example.

Positive market value adjustment

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 5%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\% (0.06) \\ J &= 5\% (0.05) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.05)]$ to the $(38/12)$ power $-1 = 0.03047$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times 0.03047 = \$339.04$$

107

11: OTHER INFORMATION continued

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + \$339.04 = \$11,466.15$$

The MVA may not always be positive. Here is an example where it is negative.

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 7%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\% (0.06) \\ J &= 7\% (0.07) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.07)]$ to the $(38/12)$ power $-1 = -0.02930$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times (-0.02930) = -\$326.02$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + (-\$326.02) = \$10,801.09$$

108

APPENDIX A - ACCUMULATION UNIT VALUES

As we have indicated throughout this prospectus, the Strategic Partners Annuity One 3 Variable Annuity is a contract that allows you to select or decline any of several features that carries with it a specific asset-based charge. We maintain a unique unit value corresponding to each combination of such contract features. Here we depict the historical unit values corresponding to the contract features bearing the highest and lowest combinations of asset-based charges. The remaining unit values appear in the Statement of Additional Information, which you may obtain free of charge, by calling (888) PRU-2888 or by writing to us at the Prudential Annuity Service Center, P.O. Box 7960, Philadelphia, PA 19176. As discussed in the prospectus, if you select certain optional benefits (e.g., Lifetime Five), we limit the investment options to which you may allocate your Contract Value. In certain of these accumulation unit value tables, we set forth accumulation unit values that assume election of one or more of such optional benefits and allocation of Contract Value to portfolios that currently are not permitted as part of such optional benefits. Such unit values are set forth for general reference purposes only, and are not intended to indicate that such portfolios may be acquired along with those optional benefits.

STRATEGIC PARTNERS ANNUITY ONE 3

Pruco Life Insurance Company

PROSPECTUS

ACCUMULATION UNIT VALUES: (Contract w/o Credit, Base Death Benefit 1.40)

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Jennison Portfolio			
1/6/2003* to 12/31/2003	\$1.01724	\$1.24006	2,381,401
1/1/2004 to 12/31/2004	\$1.24006	\$1.34066	4,524,803
1/1/2005 to 12/31/2005	\$1.34066	\$1.51459	4,956,862
1/1/2006 to 12/31/2006	\$1.51459	\$1.52034	4,998,903
1/1/2007 to 12/31/2007	\$1.52034	\$1.67913	4,618,873
Prudential Equity Portfolio			
1/6/2003* to 12/31/2003	\$1.01834	\$1.25778	1,368,678
1/1/2004 to 12/31/2004	\$1.25778	\$1.36350	2,684,031
1/1/2005 to 12/31/2005	\$1.36350	\$1.49905	4,101,155
1/1/2006 to 12/31/2006	\$1.49905	\$1.66417	4,091,488
1/1/2007 to 12/31/2007	\$1.66417	\$1.79403	3,606,246
Prudential Global Portfolio			
1/6/2003* to 12/31/2003	\$1.00588	\$1.28481	805,296
1/1/2004 to 12/31/2004	\$1.28481	\$1.38861	1,508,350
1/1/2005 to 12/31/2005	\$1.38861	\$1.58951	1,710,458
1/1/2006 to 12/31/2006	\$1.58951	\$1.87567	1,660,403
1/1/2007 to 12/31/2007	\$1.87567	\$2.04345	1,667,758
Prudential Money Market Portfolio			
1/6/2003* to 12/31/2003	\$0.9997	\$0.99449	2,049,651
1/1/2004 to 12/31/2004	\$0.99449	\$0.99063	2,305,599
1/1/2005 to 12/31/2005	\$0.99063	\$1.00520	2,461,350
1/1/2006 to 12/31/2006	\$1.00520	\$1.03840	3,178,584
1/1/2007 to 12/31/2007	\$1.03840	\$1.07563	3,381,860
Prudential Stock Index Portfolio			
1/6/2003* to 12/31/2003	\$1.02199	\$1.22414	3,356,056
1/1/2004 to 12/31/2004	\$1.22414	\$1.33335	6,275,540
1/1/2005 to 12/31/2005	\$1.33335	\$1.37464	7,333,743
1/1/2006 to 12/31/2006	\$1.37464	\$1.56643	7,169,693
1/1/2007 to 12/31/2007	\$1.56643	\$1.62347	6,745,674
Prudential Value Portfolio			
1/6/2003* to 12/31/2003	\$1.02526	\$1.22392	900,360
1/1/2004 to 12/31/2004	\$1.22392	\$1.40386	2,404,499
1/1/2005 to 12/31/2005	\$1.40386	\$1.61508	3,335,527
1/1/2006 to 12/31/2006	\$1.61508	\$1.91044	3,740,472
1/1/2007 to 12/31/2007	\$1.91044	\$1.94400	3,573,077

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Aggressive Growth Asset Allocation Portfolio			
1/6/2003* to 12/31/2003	\$1.01313	\$1.27916	1,545,924
1/1/2004 to 12/31/2004	\$1.27916	\$1.44765	4,414,881
1/1/2005 to 12/31/2005	\$1.44765	\$1.57741	5,640,314
1/1/2006 to 12/31/2006	\$1.57741	\$1.77768	5,283,029
1/1/2007 to 12/31/2007	\$1.77768	\$1.91433	4,900,641
SP AIM Aggressive Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01134	\$1.22149	436,202
1/1/2004 to 12/31/2004	\$1.22149	\$1.34749	936,271
1/1/2005 to 4/29/2005	\$1.34749	\$1.24414	0
SP AIM Core Equity Portfolio			
1/6/2003* to 12/31/2003	\$1.01232	\$1.19626	301,134
1/1/2004 to 12/31/2004	\$1.19626	\$1.28343	837,364
1/1/2005 to 12/31/2005	\$1.28343	\$1.32432	965,159
1/1/2006 to 12/31/2006	\$1.32432	\$1.51572	827,880
1/1/2007 to 12/31/2007	\$1.51572	\$1.61162	664,837
SP T. Rowe Price Large-Cap Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01908	\$1.17938	1,236,101
1/1/2004 to 12/31/2004	\$1.17938	\$1.23406	2,216,249
1/1/2005 to 12/31/2005	\$1.23406	\$1.41770	2,320,476
1/1/2006 to 12/31/2006	\$1.41770	\$1.48086	2,445,987
1/1/2007 to 12/31/2007	\$1.48086	\$1.58021	2,212,527
SP Balanced Asset Allocation Portfolio			
1/6/2003* to 12/31/2003	\$1.00979	\$1.19393	12,267,993
1/1/2004 to 12/31/2004	\$1.19393	\$1.30793	26,018,065
1/1/2005 to 12/31/2005	\$1.30793	\$1.38790	33,510,409
1/1/2006 to 12/31/2006	\$1.38790	\$1.51519	30,348,691
1/1/2007 to 12/31/2007	\$1.51519	\$1.63393	27,967,179
SP Conservative Asset Allocation Portfolio			
1/6/2003* to 12/31/2003	\$1.00745	\$1.13654	7,810,706
1/1/2004 to 12/31/2004	\$1.13654	\$1.22048	20,504,877
1/1/2005 to 12/31/2005	\$1.22048	\$1.27471	24,154,580
1/1/2006 to 12/31/2006	\$1.27471	\$1.36612	23,527,407
1/1/2007 to 12/31/2007	\$1.36612	\$1.47370	19,741,123
SP Davis Value Portfolio			
1/6/2003* to 12/31/2003	\$1.00887	\$1.24835	3,564,458
1/1/2004 to 12/31/2004	\$1.24835	\$1.38531	6,407,256
1/1/2005 to 12/31/2005	\$1.38531	\$1.49631	6,823,589
1/1/2006 to 12/31/2006	\$1.49631	\$1.69738	6,608,881
1/1/2007 to 12/31/2007	\$1.69738	\$1.75049	5,933,706
SP Small-Cap Value Portfolio			
1/6/2003* to 12/31/2003	\$1.01511	\$1.29026	2,793,324
1/1/2004 to 12/31/2004	\$1.29026	\$1.53570	6,372,012
1/1/2005 to 12/31/2005	\$1.53570	\$1.58443	7,198,239
1/1/2006 to 12/31/2006	\$1.58443	\$1.79078	6,637,398
1/1/2007 to 12/31/2007	\$1.79078	\$1.70189	6,012,163
SP Growth Asset Allocation Portfolio			
1/6/2003* to 12/31/2003	\$1.01135	\$1.23975	7,383,151
1/1/2004 to 12/31/2004	\$1.23975	\$1.38211	19,325,934
1/1/2005 to 12/31/2005	\$1.38211	\$1.48911	23,285,380
1/1/2006 to 12/31/2006	\$1.48911	\$1.65769	22,269,583
1/1/2007 to 12/31/2007	\$1.65769	\$1.78549	21,178,679

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Large Cap Value Portfolio			
1/6/2003* to 12/31/2003	\$1.02725	\$1.21457	1,098,747
1/1/2004 to 12/31/2004	\$1.21457	\$1.41041	1,973,944
1/1/2005 to 12/31/2005	\$1.41041	\$1.48345	2,568,911
1/1/2006 to 12/31/2006	\$1.48345	\$1.73324	2,256,401
1/1/2007 to 12/31/2007	\$1.73324	\$1.66085	1,977,949
SP International Value Portfolio			
1/6/2003* to 12/31/2003	\$1.01281	\$1.23393	1,148,393
1/1/2004 to 12/31/2004	\$1.23393	\$1.40924	2,233,253
1/1/2005 to 12/31/2005	\$1.40924	\$1.58122	2,606,065
1/1/2006 to 12/31/2006	\$1.58122	\$2.01320	2,743,549
1/1/2007 to 12/31/2007	\$2.01320	\$2.34427	2,352,331
SP MFS Capital Opportunities Portfolio			
1/6/2003* to 12/31/2003	\$1.02112	\$1.20717	455,643
1/1/2004 to 12/31/2004	\$1.20717	\$1.33789	972,645
1/1/2005 to 4/29/2005	\$1.33789	\$1.25025	0
SP Mid Cap Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.00463	\$1.33928	846,352
1/1/2004 to 12/31/2004	\$1.33928	\$1.57888	2,103,385
1/1/2005 to 12/31/2005	\$1.57888	\$1.63898	3,625,123
1/1/2006 to 12/31/2006	\$1.63898	\$1.58504	3,322,902
1/1/2007 to 12/31/2007	\$1.58504	\$1.81642	2,879,884
SP PIMCO High Yield Portfolio			
1/6/2003* to 12/31/2003	\$1.00530	\$1.19841	3,514,084
1/1/2004 to 12/31/2004	\$1.19841	\$1.29196	7,294,050
1/1/2005 to 12/31/2005	\$1.29196	\$1.32558	8,189,606
1/1/2006 to 12/31/2006	\$1.32558	\$1.43180	7,543,576
1/1/2007 to 12/31/2007	\$1.43180	\$1.46552	7,102,492
SP PIMCO Total Return Portfolio			
1/6/2003* to 12/31/2003	\$1.00076	\$1.04684	9,081,987
1/1/2004 to 12/31/2004	\$1.04684	\$1.08689	15,192,943
1/1/2005 to 12/31/2005	\$1.08689	\$1.09767	17,074,503
1/1/2006 to 12/31/2006	\$1.09767	\$1.12250	17,153,661
1/1/2007 to 12/31/2007	\$1.12250	\$1.21148	15,945,019
SP Prudential U.S. Emerging Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01864	\$1.36653	1,350,535
1/1/2004 to 12/31/2004	\$1.36653	\$1.63587	2,782,102
1/1/2005 to 12/31/2005	\$1.63587	\$1.90014	3,759,244
1/1/2006 to 12/31/2006	\$1.90014	\$2.05363	3,618,481
1/1/2007 to 12/31/2007	\$2.05363	\$2.36566	3,254,239
SP Small Cap Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01406	\$1.30191	453,998
1/1/2004 to 12/31/2004	\$1.30191	\$1.27212	1,180,076
1/1/2005 to 12/31/2005	\$1.27212	\$1.28565	1,407,515
1/1/2006 to 12/31/2006	\$1.28565	\$1.42492	1,449,680
1/1/2007 to 12/31/2007	\$1.42492	\$1.49464	1,298,483
SP Strategic Partners Focused Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01518	\$1.19388	620,221
1/1/2004 to 12/31/2004	\$1.19388	\$1.30209	976,074
1/1/2005 to 12/31/2005	\$1.30209	\$1.47863	1,062,759
1/1/2006 to 12/31/2006	\$1.47863	\$1.44859	1,110,143
1/1/2007 to 12/31/2007	\$1.44859	\$1.64616	897,856

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Technology Portfolio			
1/6/2003* to 12/31/2003	\$1.03407	\$1.34037	281,067
1/1/2004 to 12/31/2004	\$1.34037	\$1.32188	625,708
1/1/2005 to 4/29/2005	\$1.32188	\$1.18074	0
SP International Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01151	\$1.35112	959,373
1/1/2004 to 12/31/2004	\$1.35112	\$1.55290	1,816,111
1/1/2005 to 12/31/2005	\$1.55290	\$1.78245	2,169,905
1/1/2006 to 12/31/2006	\$1.78245	\$2.12789	2,341,853
1/1/2007 to 12/31/2007	\$2.12789	\$2.50846	2,275,448
AST Aggressive Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$9.99933	3,576
1/1/2006 to 12/31/2006	\$9.99933	\$11.40838	119,649
1/1/2007 to 12/31/2007	\$11.40838	\$12.32551	132,989
AST Alger All-Cap Growth Portfolio			
3/14/2005 to 12/02/2005	\$10.09338	\$11.73323	0
AST Alliance Bernstein Core Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07970	\$10.33229	1,646
1/1/2006 to 12/31/2006	\$10.33229	\$12.36530	6,319
1/1/2007 to 12/31/2007	\$12.36530	\$11.75873	12,238
AST Alliance Bernstein Growth & Income Portfolio			
3/14/2005* to 12/31/2005	\$10.05481	\$10.28681	4,368
1/1/2006 to 12/31/2006	\$10.28681	\$11.89718	15,304
1/1/2007 to 12/31/2007	\$11.89718	\$12.33375	17,371
AST Alliance Bernstein Growth + Value Portfolio			
3/14/2005 to 12/02/2005	\$10.05009	\$11.34495	0
AST Alliance Bernstein Managed Index 500 Portfolio			
3/14/2005* to 12/31/2005	\$10.04988	\$10.42169	9,629
1/1/2006 to 12/31/2006	\$10.42169	\$11.57321	14,460
1/1/2007 to 12/31/2007	\$11.57321	\$11.65038	14,060
AST American Century Income & Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.06658	\$10.35426	6,955
1/1/2006 to 12/31/2006	\$10.35426	\$11.93304	28,450
1/1/2007 to 12/31/2007	\$11.93304	\$11.75498	32,699
AST American Century Strategic Allocation Portfolio formerly, AST American Century Strategic Balanced Portfolio			
3/14/2005* to 12/31/2005	\$10.04202	\$10.33700	1,647
1/1/2006 to 12/31/2006	\$10.33700	\$11.18026	4,965
1/1/2007 to 12/31/2007	\$11.18026	\$12.00848	4,538
AST Balanced Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$10.01933	41,437
1/1/2006 to 12/31/2006	\$10.01933	\$11.04402	468,013
1/1/2007 to 12/31/2007	\$11.04402	\$11.89376	592,510
AST Capital Growth Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$10.00933	3,150
1/1/2006 to 12/31/2006	\$10.00933	\$11.22130	261,959
1/1/2007 to 12/31/2007	\$11.22130	\$12.14221	270,474
AST Cohen & Steers Realty Portfolio			
3/14/2005* to 12/31/2005	\$10.14710	\$12.04155	7,726
1/1/2006 to 12/31/2006	\$12.04155	\$16.23834	27,937
1/1/2007 to 12/31/2007	\$16.23834	\$12.82033	27,232
AST Conservative Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$10.02932	5,075
1/1/2006 to 12/31/2006	\$10.02932	\$10.93553	231,745
1/1/2007 to 12/31/2007	\$10.93553	\$11.76251	285,487

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST DeAm Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.08492	\$10.73678	4,470
1/1/2006 to 12/31/2006	\$10.73678	\$12.88954	23,163
1/1/2007 to 12/31/2007	\$12.88954	\$12.86054	24,905
AST Neuberger Berman Small-Cap Growth Portfolio formerly, AST DeAm Small-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.01133	\$10.33264	3,220
1/1/2006 to 12/31/2006	\$10.33264	\$10.98080	6,732
1/1/2007 to 12/31/2007	\$10.98080	\$12.85490	6,049
AST DeAm Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04570	\$10.03757	10,009
1/1/2006 to 12/31/2006	\$10.03757	\$11.87455	14,889
1/1/2007 to 12/31/2007	\$11.87455	\$9.62921	17,907
AST Federated Aggressive Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99886	\$10.98052	10,883
1/1/2006 to 12/31/2006	\$10.98052	\$12.22751	24,187
1/1/2007 to 12/31/2007	\$12.22751	\$13.40975	25,684
AST UBS Dynamic Alpha Portfolio formerly, AST Global Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.01541	\$10.64464	397
1/1/2006 to 12/31/2006	\$10.64464	\$11.66754	889
1/1/2007 to 12/31/2007	\$11.66754	\$11.72906	9,777
AST Goldman Sachs Concentrated Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03302	\$10.78065	5,713
1/1/2006 to 12/31/2006	\$10.78065	\$11.69442	17,915
1/1/2007 to 12/31/2007	\$11.69442	\$13.14587	21,367
AST High Yield Portfolio			
3/14/2005* to 12/31/2005	\$9.97681	\$9.87825	13,582
1/1/2006 to 12/31/2006	\$9.87825	\$10.75063	26,283
1/1/2007 to 12/31/2007	\$10.75063	\$10.86456	28,479
AST Goldman Sachs Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99886	\$10.60000	15,282
1/1/2006 to 12/31/2006	\$10.60000	\$11.11019	28,015
1/1/2007 to 12/31/2007	\$11.11019	\$13.07586	25,547
AST JPMorgan International Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.91389	\$10.67460	6,403
1/1/2006 to 12/31/2006	\$10.67460	\$12.92733	29,504
1/1/2007 to 12/31/2007	\$12.92733	\$13.95132	32,019
AST Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07726	\$10.57804	19,588
1/1/2006 to 12/31/2006	\$10.57804	\$12.35800	30,809
1/1/2007 to 12/31/2007	\$12.35800	\$11.82253	26,349
AST Lord Abbett Bond-Debenture Portfolio			
3/14/2005* to 12/31/2005	\$9.99886	\$9.96977	12,066
1/1/2006 to 12/31/2006	\$9.96977	\$10.79596	20,384
1/1/2007 to 12/31/2007	\$10.79596	\$11.29424	44,365
AST Marsico Capital Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.12625	\$10.92526	23,473
1/1/2006 to 12/31/2006	\$10.92526	\$11.55444	44,652
1/1/2007 to 12/31/2007	\$11.55444	\$13.09923	44,836
AST MFS Global Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.96626	\$10.49866	6,432
1/1/2006 to 12/31/2006	\$10.49866	\$12.87030	13,260
1/1/2007 to 12/31/2007	\$12.87030	\$13.88494	15,561

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST MFS Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03693	\$10.78089	8,370
1/1/2006 to 12/31/2006	\$10.78089	\$11.65979	14,872
1/1/2007 to 12/31/2007	\$11.65979	\$13.23519	13,994
AST Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.06503	\$10.37369	5,745
1/1/2006 to 12/31/2006	\$10.37369	\$11.68807	10,198
1/1/2007 to 12/31/2007	\$11.68807	\$11.84309	11,407
AST Neuberger Berman Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.05576	\$11.35869	20,075
1/1/2006 to 12/31/2006	\$11.35869	\$12.77698	39,746
1/1/2007 to 12/31/2007	\$12.77698	\$15.39741	39,500
AST Neuberger Berman Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.02196	\$10.90682	36,991
1/1/2006 to 12/31/2006	\$10.90682	\$11.91306	55,946
1/1/2007 to 12/31/2007	\$11.91306	\$12.12014	51,061
AST PIMCO Limited Maturity Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.99886	\$10.07733	18,139
1/1/2006 to 12/31/2006	\$10.07733	\$10.31847	35,541
1/1/2007 to 12/31/2007	\$10.31847	\$10.86715	44,564
AST Preservation Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$10.03931	16,239
1/1/2006 to 12/31/2006	\$10.03931	\$10.68916	53,179
1/1/2007 to 12/31/2007	\$10.68916	\$11.45988	79,407
AST Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04866	\$10.66828	9,025
1/1/2006 to 12/31/2006	\$10.66828	\$12.63027	22,602
1/1/2007 to 12/31/2007	\$12.63027	\$11.75648	26,186
AST T. Rowe Price Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.02867	\$10.37610	15,317
1/1/2006 to 12/31/2006	\$10.37610	\$11.51159	59,405
1/1/2007 to 12/31/2007	\$11.51159	\$12.06970	60,689
AST T. Rowe Price Global Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.94939	\$9.46839	12,121
1/1/2006 to 12/31/2006	\$9.46839	\$9.92364	28,674
1/1/2007 to 12/31/2007	\$9.92364	\$10.72994	27,378
AST T. Rowe Price Natural Resources Portfolio			
3/14/2005* to 12/31/2005	\$10.00286	\$11.76236	93,690
1/1/2006 to 12/31/2006	\$11.76236	\$13.44068	151,231
1/1/2007 to 12/31/2007	\$13.44068	\$18.62348	170,580
Gartmore NVIT Developing Markets Fund formerly, Gartmore GVIT Developing Markets Fund			
3/14/2005* to 12/31/2005	\$9.88103	\$12.08600	18,558
1/1/2006 to 12/31/2006	\$12.08600	\$16.04073	30,757
1/1/2007 to 12/31/2007	\$16.04073	\$22.70075	36,592
Janus Aspen Large Cap Growth Portfolio--Service Shares			
1/6/2003* to 12/31/2003	\$1.02245	\$1.24622	208,132
1/1/2004 to 12/31/2004	\$1.24622	\$1.28061	415,826
1/1/2005 to 12/31/2005	\$1.28061	\$1.31370	497,033
1/1/2006 to 12/31/2006	\$1.31370	\$1.43985	593,263
1/1/2007 to 12/31/2007	\$1.43985	\$1.62992	544,343
AST Western Asset Core Plus Bond Portfolio			
11/19/2007* to 12/31/2007	\$9.99886	\$9.98290	0

* Denotes the start date of these sub-accounts

STRATEGIC PARTNERS ANNUITY ONE 3

Pruco Life Insurance Company

PROSPECTUS

ACCUMULATION UNIT VALUES: (HDV, and Lifetime Five 2.60)

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Jennison Portfolio			
3/14/2005 to 12/31/2005	\$10.06129	\$11.73220	0
1/1/2006 to 12/31/2006	\$11.73220	\$11.64007	0
1/1/2007 to 12/31/2007	\$11.64007	\$12.70471	0
Prudential Equity Portfolio			
3/14/2005 to 12/31/2005	\$10.04766	\$11.02297	0
1/1/2006 to 12/31/2006	\$11.02297	\$12.09475	0
1/1/2007 to 12/31/2007	\$12.09475	\$12.88570	0
Prudential Global Portfolio			
3/14/2005 to 12/31/2005	\$9.98583	\$11.25921	0
1/1/2006 to 12/31/2006	\$11.25921	\$13.13104	0
1/1/2007 to 12/31/2007	\$13.13104	\$14.13728	0
Prudential Money Market Portfolio			
3/14/2005 to 12/31/2005	\$9.99976	\$10.04005	0
1/1/2006 to 12/31/2006	\$10.04005	\$10.25107	0
1/1/2007 to 12/31/2007	\$10.25107	\$10.49516	0
Prudential Stock Index Portfolio			
3/14/2005 to 12/31/2005	\$10.05581	\$10.30897	0
1/1/2006 to 12/31/2006	\$10.30897	\$11.61033	0
1/1/2007 to 12/31/2007	\$11.61033	\$11.89138	0
Prudential Value Portfolio			
3/14/2005 to 12/31/2005	\$10.03716	\$11.18056	0
1/1/2006 to 12/31/2006	\$11.18056	\$13.07076	0
1/1/2007 to 12/31/2007	\$13.07076	\$13.14391	0
SP Aggressive Growth Asset Allocation Portfolio			
3/14/2005 to 12/31/2005	\$10.03156	\$10.90725	0
1/1/2006 to 12/31/2006	\$10.90725	\$12.14908	0
1/1/2007 to 12/31/2007	\$12.14908	\$12.92875	0
SP AIM Aggressive Growth Portfolio			
3/14/2005 to 4/29/2005	\$10.06851	\$9.47818	0
SP AIM Core Equity Portfolio			
3/14/2005 to 12/31/2005	\$10.02484	\$10.16588	0
1/1/2006 to 12/31/2006	\$10.16588	\$11.49937	0
1/1/2007 to 12/31/2007	\$11.49937	\$12.08325	0
SP T. Rowe Price Large-Cap Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.02984	\$12.04891	0
1/1/2006 to 12/31/2006	\$12.04891	\$12.43868	0
1/1/2007 to 12/31/2007	\$12.43868	\$13.11695	0
SP Balanced Asset Allocation Portfolio			
3/14/2005 to 12/31/2005	\$10.01681	\$10.60008	2,803,554
1/1/2006 to 12/31/2006	\$10.60008	\$11.43660	2,710,795
1/1/2007 to 12/31/2007	\$11.43660	\$12.18727	2,467,615
SP Conservative Asset Allocation Portfolio			
3/14/2005 to 12/31/2005	\$10.00686	\$10.42969	699,364
1/1/2006 to 12/31/2006	\$10.42969	\$11.04731	718,462
1/1/2007 to 12/31/2007	\$11.04731	\$11.77663	709,270

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Davis Value Portfolio			
3/14/2005 to 12/31/2005	\$10.02477	\$10.55480	0
1/1/2006 to 12/31/2006	\$10.55480	\$11.83364	0
1/1/2007 to 12/31/2007	\$11.83364	\$12.06060	0
SP Small-Cap Value Portfolio			
3/14/2005 to 12/31/2005	\$10.05698	\$10.43562	0
1/1/2006 to 12/31/2006	\$10.43562	\$11.65712	0
1/1/2007 to 12/31/2007	\$11.65712	\$10.94813	0
SP Growth Asset Allocation Portfolio			
3/14/2005 to 12/31/2005	\$10.02869	\$10.76609	3,674,148
1/1/2006 to 12/31/2006	\$10.76609	\$11.84613	3,563,629
1/1/2007 to 12/31/2007	\$11.84613	\$12.60979	3,137,227
SP Large Cap Value Portfolio			
3/14/2005 to 12/31/2005	\$10.07548	\$10.41036	0
1/1/2006 to 12/31/2006	\$10.41036	\$12.02174	0
1/1/2007 to 12/31/2007	\$12.02174	\$11.38440	0
SP International Value Portfolio			
3/14/2005 to 12/31/2005	\$9.91187	\$10.59302	0
1/1/2006 to 12/31/2006	\$10.59302	\$13.32951	0
1/1/2007 to 12/31/2007	\$13.32951	\$15.33920	0
SP MFS Capital Opportunities Portfolio			
3/14/2005 to 4/29/2005	\$10.05569	\$9.59841	0
SP Mid Cap Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.02797	\$10.62046	0
1/1/2006 to 12/31/2006	\$10.62046	\$10.15083	0
1/1/2007 to 12/31/2007	\$10.15083	\$11.49573	0
SP PIMCO High Yield Portfolio			
3/14/2005 to 12/31/2005	\$9.98863	\$10.06754	0
1/1/2006 to 12/31/2006	\$10.06754	\$10.74615	0
1/1/2007 to 12/31/2007	\$10.74615	\$10.87019	0
SP PIMCO Total Return Portfolio			
3/14/2005 to 12/31/2005	\$9.99789	\$10.09857	0
1/1/2006 to 12/31/2006	\$10.09857	\$10.20537	0
1/1/2007 to 12/31/2007	\$10.20537	\$10.88457	0
SP Prudential U.S. Emerging Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.03548	\$11.66658	0
1/1/2006 to 12/31/2006	\$11.66658	\$12.46174	0
1/1/2007 to 12/31/2007	\$12.46174	\$14.18639	0
SP Small Cap Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.03010	\$10.44213	0
1/1/2006 to 12/31/2006	\$10.44213	\$11.43885	0
1/1/2007 to 12/31/2007	\$11.43885	\$11.85736	0
SP Strategic Partners Focused Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.07330	\$11.90839	0
1/1/2006 to 12/31/2006	\$11.90839	\$11.53055	0
1/1/2007 to 12/31/2007	\$11.53055	\$12.94956	0
SP Technology Portfolio			
3/14/2005 to 4/29/2005	\$10.04283	\$9.58487	0
SP International Growth Portfolio			
3/14/2005 to 12/31/2005	\$9.92605	\$11.22029	0
1/1/2006 to 12/31/2006	\$11.22029	\$13.23866	0
1/1/2007 to 12/31/2007	\$13.23866	\$15.42320	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST Aggressive Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$9.99030	0
1/1/2006 to 12/31/2006	\$9.99030	\$11.26518	0
1/1/2007 to 12/31/2007	\$11.26518	\$12.02763	0
AST Alger All-Cap Growth Portfolio			
3/14/2005 to 12/02/2005	\$10.09241	\$11.63321	0
AST Alliance Bernstein Core Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07873	\$10.23479	0
1/1/2006 to 12/31/2006	\$10.23479	\$12.10594	0
1/1/2007 to 12/31/2007	\$12.10594	\$11.37667	0
AST Alliance Bernstein Growth & Income Portfolio			
3/14/2005* to 12/31/2005	\$10.05384	\$10.18979	0
1/1/2006 to 12/31/2006	\$10.18979	\$11.64751	0
1/1/2007 to 12/31/2007	\$11.64751	\$11.93286	0
AST Alliance Bernstein Growth + Value Portfolio			
3/14/2005 to 12/02/2005	\$10.04912	\$11.24827	0
AST Alliance Bernstein Managed Index 500 Portfolio			
3/14/2005* to 12/31/2005	\$10.04891	\$10.32343	0
1/1/2006 to 12/31/2006	\$10.32343	\$11.33031	0
1/1/2007 to 12/31/2007	\$11.33031	\$11.27163	0
AST American Century Income & Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.06561	\$10.25648	0
1/1/2006 to 12/31/2006	\$10.25648	\$11.68252	0
1/1/2007 to 12/31/2007	\$11.68252	\$11.37272	0
AST American Century Strategic Allocation Portfolio formerly, AST American Century Strategic Balanced Portfolio			
3/14/2005* to 12/31/2005	\$10.04106	\$10.23948	0
1/1/2006 to 12/31/2006	\$10.23948	\$10.94561	0
1/1/2007 to 12/31/2007	\$10.94561	\$11.61823	113,579
AST Balanced Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$10.01025	329,867
1/1/2006 to 12/31/2006	\$10.01025	\$10.90518	4,050,210
1/1/2007 to 12/31/2007	\$10.90518	\$11.60597	7,210,180
AST Capital Growth Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$10.00027	264,281
1/1/2006 to 12/31/2006	\$10.00027	\$11.08024	6,134,343
1/1/2007 to 12/31/2007	\$11.08024	\$11.84864	12,899,751
AST Cohen & Steers Realty Portfolio			
3/14/2005* to 12/31/2005	\$10.14613	\$11.92816	0
1/1/2006 to 12/31/2006	\$11.92816	\$15.89804	0
1/1/2007 to 12/31/2007	\$15.89804	\$12.40393	0
AST Conservative Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$10.02023	14,495
1/1/2006 to 12/31/2006	\$10.02023	\$10.79817	782,409
1/1/2007 to 12/31/2007	\$10.79817	\$11.47812	1,946,525
AST DeAm Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.08395	\$10.63555	0
1/1/2006 to 12/31/2006	\$10.63555	\$12.61910	0
1/1/2007 to 12/31/2007	\$12.61910	\$12.44257	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST Neuberger Berman Small-Cap Growth Portfolio formerly, AST DeAm Small-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.01036	\$10.23522	0
1/1/2006 to 12/31/2006	\$10.23522	\$10.75030	0
1/1/2007 to 12/31/2007	\$10.75030	\$12.43714	0
AST DeAm Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04473	\$9.94281	0
1/1/2006 to 12/31/2006	\$9.94281	\$11.62528	0
1/1/2007 to 12/31/2007	\$11.62528	\$9.31608	0
AST Federated Aggressive Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99789	\$10.87710	0
1/1/2006 to 12/31/2006	\$10.87710	\$11.97093	0
1/1/2007 to 12/31/2007	\$11.97093	\$12.97394	0
AST UBS Dynamic Alpha Portfolio formerly, AST Global Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.01445	\$10.54432	0
1/1/2006 to 12/31/2006	\$10.54432	\$11.42284	0
1/1/2007 to 12/31/2007	\$11.42284	\$11.34807	172,983
AST Goldman Sachs Concentrated Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03205	\$10.67907	0
1/1/2006 to 12/31/2006	\$10.67907	\$11.44914	0
1/1/2007 to 12/31/2007	\$11.44914	\$12.71869	0
AST High Yield Portfolio			
3/14/2005* to 12/31/2005	\$9.97584	\$9.78498	0
1/1/2006 to 12/31/2006	\$9.78498	\$10.52499	0
1/1/2007 to 12/31/2007	\$10.52499	\$10.51148	0
AST Goldman Sachs Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99789	\$10.50002	0
1/1/2006 to 12/31/2006	\$10.50002	\$10.87698	0
1/1/2007 to 12/31/2007	\$10.87698	\$12.65087	0
AST JPMorgan International Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.91292	\$10.57386	0
1/1/2006 to 12/31/2006	\$10.57386	\$12.65607	0
1/1/2007 to 12/31/2007	\$12.65607	\$13.49800	0
AST Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07630	\$10.47827	0
1/1/2006 to 12/31/2006	\$10.47827	\$12.09868	0
1/1/2007 to 12/31/2007	\$12.09868	\$11.43824	0
AST Lord Abbett Bond-Debenture Portfolio			
3/14/2005* to 12/31/2005	\$9.99789	\$9.87561	0
1/1/2006 to 12/31/2006	\$9.87561	\$10.56925	0
1/1/2007 to 12/31/2007	\$10.56925	\$10.92701	0
AST Marsico Capital Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.12528	\$10.82204	0
1/1/2006 to 12/31/2006	\$10.82204	\$11.31183	0
1/1/2007 to 12/31/2007	\$11.31183	\$12.67336	0
AST MFS Global Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.96529	\$10.39968	0
1/1/2006 to 12/31/2006	\$10.39968	\$12.60029	0
1/1/2007 to 12/31/2007	\$12.60029	\$13.43376	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST MFS Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03596	\$10.67928	0
1/1/2006 to 12/31/2006	\$10.67928	\$11.41513	0
1/1/2007 to 12/31/2007	\$11.41513	\$12.80513	0
AST Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.06406	\$10.27587	0
1/1/2006 to 12/31/2006	\$10.27587	\$11.44280	0
1/1/2007 to 12/31/2007	\$11.44280	\$11.45816	0
AST Neuberger Berman Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.05479	\$11.25162	0
1/1/2006 to 12/31/2006	\$11.25162	\$12.50869	0
1/1/2007 to 12/31/2007	\$12.50869	\$14.89685	0
AST Neuberger Berman Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.02100	\$10.80397	0
1/1/2006 to 12/31/2006	\$10.80397	\$11.66305	0
1/1/2007 to 12/31/2007	\$11.66305	\$11.72616	0
AST PIMCO Limited Maturity Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.99789	\$9.98223	0
1/1/2006 to 12/31/2006	\$9.98223	\$10.10175	0
1/1/2007 to 12/31/2007	\$10.10175	\$10.51371	0
AST Preservation Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$10.03022	0
1/1/2006 to 12/31/2006	\$10.03022	\$10.55495	166,747
1/1/2007 to 12/31/2007	\$10.55495	\$11.18302	772,514
AST Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04770	\$10.56766	0
1/1/2006 to 12/31/2006	\$10.56766	\$12.36528	0
1/1/2007 to 12/31/2007	\$12.36528	\$11.37429	0
AST T. Rowe Price Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.02771	\$10.27832	0
1/1/2006 to 12/31/2006	\$10.27832	\$11.27006	29,105
1/1/2007 to 12/31/2007	\$11.27006	\$11.67732	1,552,226
AST T. Rowe Price Global Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.94843	\$9.37907	0
1/1/2006 to 12/31/2006	\$9.37907	\$9.71544	0
1/1/2007 to 12/31/2007	\$9.71544	\$10.38123	0
AST T. Rowe Price Natural Resources Portfolio			
3/14/2005* to 12/31/2005	\$10.00189	\$11.65151	0
1/1/2006 to 12/31/2006	\$11.65151	\$13.15868	0
1/1/2007 to 12/31/2007	\$13.15868	\$18.01835	0
Gartmore NVIT Developing Markets Fund formerly, Gartmore GVIT Developing Markets Fund			
3/14/2005* to 12/31/2005	\$9.88006	\$11.97195	0
1/1/2006 to 12/31/2006	\$11.97195	\$15.70405	0
1/1/2007 to 12/31/2007	\$15.70405	\$21.96321	0
Janus Aspen Large Cap Growth Portfolio--Service Shares			
3/14/2005 to 12/31/2005	\$10.04383	\$10.31860	0
1/1/2006 to 12/31/2006	\$10.31860	\$11.17733	0
1/1/2007 to 12/31/2007	\$11.17733	\$12.50435	0
AST Western Asset Core Plus Bond Portfolio			
11/19/2007* to 12/31/2007	\$9.99789	\$9.96843	0

* Denotes the start date of these sub-accounts

APPENDIX B - SELECTING THE VARIABLE ANNUITY THAT'S RIGHT FOR YOU

Within the Strategic Partners/(SM)/ family of annuities, we offer several different deferred variable annuity products. These annuities are issued by Pruco Life Insurance Company (in New York, by Pruco Life Insurance Company of New Jersey). Not all of these annuities may be available to you due to state approval or broker-dealer offerings. You can verify which of these annuities is available to you by asking your registered representative, or by calling us at (888) PRU-2888. For comprehensive information about each of these annuities, please consult the prospectus for the annuity.

Each annuity has different features and benefits that may be appropriate for you, based on your individual financial situation and how you intend to use the annuity.

The different features and benefits may include variations on your ability to access funds in your annuity without the imposition of a withdrawal charge as well as different ongoing fees and charges you pay while your contract remains in force. Additionally, differences may exist in various optional benefits such as guaranteed living benefits or death benefit protection.

Among the factors you should consider when choosing which annuity product may be most appropriate for your individual needs are the following:

- . Your age;
- . The amount of your investment and any planned future deposits into the annuity;
- . How long you intend to hold the annuity (also referred to as investment time horizon);
- . Your desire to make withdrawals from the annuity;
- . Your investment return objectives;
- . The effect of optional benefits that may be elected; and
- . Your desire to minimize costs and/or maximize return associated with the annuity.

The following chart sets forth the prominent features of each Strategic Partners variable annuity. Please note that Strategic Partners Advisor and Strategic Partners Select are no longer offered. The availability of optional features, such as those noted in the chart, may increase the cost of the contract. Therefore, you should carefully consider which features you plan to use when selecting your annuity.

In addition to the chart, we set out below certain hypothetical illustrations that reflect the Contract Value and surrender value of each variable annuity over a variety of holding periods. These charts are meant to reflect how your annuities can grow or decrease depending on market conditions and the comparable value of each of the annuities (which reflects the charges associated with the annuities) under the assumptions noted. In comparing the values within the illustrations, a number of distinctions are evident. To fully appreciate these distinctions, we encourage you to speak to your registered representative and to read the prospectuses. However, we do point out the following noteworthy items:

- . Strategic Partners FlexElite 2 offers both an array of optional benefits as well as the "liquidity" to surrender the annuity without any withdrawal charge after three contract years have passed. FlexElite 2 also is unique in offering an optional persistency bonus (which, if taken, extends the withdrawal charge period).

. Strategic Partners Annuity One 3/Plus 3 comes in both a bonus version and a non-bonus version, each of which offers several optional insurance features. A bonus is added to your purchase payments under the bonus version, although the withdrawal charges under the bonus version are higher than those under the non-bonus version. Although the non-bonus version offers no bonus, it is accompanied by fixed interest rate options and a market value adjustment option that may provide higher interest rates than such options accompanying the bonus version.

STRATEGIC PARTNERS ANNUITY PRODUCT COMPARISON. Below is a summary of Strategic Partners variable annuity products. You should consider the investment objectives, risks, charges and expenses of an investment in any contract carefully before investing. Each product prospectus as well as the underlying portfolio prospectuses contains this and other information about the variable annuities and underlying investment options. Your registered representative can provide you with prospectuses for one or more of these variable annuities and the underlying portfolios and can help you decide upon the product that would be most advantageous for you given your individual needs. Please read the prospectuses carefully before investing.

Strategic Partners Advisor	Strategic Partners FlexElite /1,2/	
Minimum Investment	\$10,000	\$10,000
Maximum Issue Age	85 Qualified & Non-Qualified	85 Qualified & Non-Qualified
Withdrawal Charge Schedule	None	3 Years (7%, 7%, 7%) Contract date based
Annual Charge-Free Withdrawal/ 2/	Full liquidity	10% of gross purchase payments made as of last contract anniversary per contract year
Insurance and Administration Charge	1.40%	1.65%
Contract Maintenance Fee (assessed Contract Value. annually)	The lesser of \$30 or 2% of your Contract Value. Waived if Contract Value is \$50,000 or More	The lesser of \$50 or 2% of your Contract Value. Waived if contract Value is \$100,000 or more
Contract Credit	No	Yes 1% credit option at end of 3rd and 6th contract years. Election results in a new 3 year withdrawal charge
Fixed Rate Account	No	Yes 1-Year
Market Value Adjustment Account (MVA)	No	Yes 1-10 Years
Enhanced Dollar Cost Averaging (DCA)	No	Yes
Variable Investment Options Available	as indicated in prospectus	as indicated in prospectus
Evergreen Funds	N/A	N/A
Base Death Benefit:	The greater of: purchase payment(s) Minus proportionate withdrawal(s) or Contract Value	The greater of: Purchase payment(s) Minus proportionate withdrawal(s) or Contract Value

Strategic Partners Select	Strategic Partners Annuity One /3/ Plus 3 Non Bonus	
Minimum Investment	\$10,000	\$10,000
Maximum Issue Age	80 Qualified & 85 Non-Qualified	85 Qualified & Non-Qualified
Withdrawal Charge Schedule	7 Years (7%, 6%, 5%, 4%, 3%, 2%, 1%) Contract date based	7 Years (7%, 6%, 5%, 4%, 3%, 2%, 1%) Payment date based
Annual Charge-Free Withdrawal/ 2/	10% of gross Purchase payments per contract year, cumulative up to 7 years or 70% of gross purchase payments	10% of gross purchase payments made as of last contract anniversary per contract year
Insurance and Administration Charge	1.52%	1.40%
Contract Maintenance Fee (assessed Contract Value. Contract Value. annually)	\$30. Waived if Contract Value is \$50,000 or more Contract Value is \$75,000 or more	The lesser of \$35 or 2% of your Contract Value. Waived if
Contract Credit	No	No
Fixed Rate Account	Yes 1-Year	Yes 1-Year
Market Value Adjustment Account (MVA)	Yes 7-Year	Yes 1-10 Years
Enhanced Dollar Cost Averaging (DCA)	No	Yes
Variable Investment Options Available	as indicated in prospectus	as indicated in prospectus
Evergreen Funds	N/A	6-available in Strategic Partners Plus 3 only
Base Death Benefit:	Step/Roll Withdrawals will proportionately affect the Death Benefit Contract Value	The greater of: purchase payment(s) minus proportionate withdrawal(s) or

Strategic Partners
Annuity One /3/
Plus 3 Bonus

Minimum Investment	\$10,000
Maximum Issue Age	85 Qualified & Non-Qualified
Withdrawal Charge Schedule	7 Years (8%, 8%, 8%, 8%, 7%, 6%, 5%) Payment date based
Annual Charge-Free Withdrawal/ 2/	10% of gross purchase payments made as of last contract anniversary per contract year
Insurance and Administration Charge	1.50%
Contract Maintenance Fee (assessed Contract Value. annually)	The lesser of \$35 or 2% of your Contract Value. Waived if Contract Value is \$75,000 or more
Contract Credit	Yes 3%-all amounts ages 81-85 4%-under \$250,000 5% (\$250,000) \$999,999 6%-\$1,000,000+
Fixed Rate Account	Yes /3/ 1-Year
Market Value Adjustment Account (MVA)	Yes 1-10 Years
Enhanced Dollar Cost Averaging (DCA)	Yes
Variable Investment Options Available	as indicated in prospectus
Evergreen Funds	6-available in Strategic Partners Plus 3 only
Base Death Benefit:	The greater of: purchase payment(s) minus proportionate withdrawal(s) or Contract Value

1 This column depicts features of the version of Strategic Partners FlexElite sold on or after May 1, 2003 or upon subsequent state approval. In one state, Pruco Life continues to sell a prior version of the contract. Under that version, the charge for the base death benefit is 1.60%, rather than 1.65%. The prior version also differs in certain other respects (e.g., availability of optional benefits). The values illustrated below are based on the 1.65% charge, and therefore are slightly lower than if the 1.60% charge were used.

2 Withdrawals of taxable amounts will be subject to income tax, and prior to age 59 1/2, may be subject to a 10% federal income tax penalty. 3 May offer lower interest rates for the fixed rate options than the interest rates offered in the contracts without credit.

	Strategic Partners Advisor	Strategic Partners FlexElite /2,1/	Strategic Partners Select
Optional Death Benefit (for an Additional cost), /4/	Step/Roll	Step-Up, Roll-Up, Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator Benefit (EAB)	N/A
Living Benefits, /5,6/	Lifetime Five (LT5)	Lifetime Five (LT5) Spousal Lifetime Five (SLT5) Highest Daily Lifetime Five (HDLT5) Highest Daily Lifetime Seven (HDLT7) Spousal Highest Daily Lifetime Seven (SHDLT7) Guaranteed Minimum Income Benefit (GMIB) Income Appreciator Benefit (IAB)	N/A
	Strategic Partners Annuity One /3/ Plus 3 Non Bonus	Strategic Partners Annuity One /3/ Plus 3 Bonus	
Optional Death Benefit (for an Additional cost), /4/	Step-Up, Roll-Up, Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator Benefit (EAB)	Step-Up, Roll-Up, Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator Benefit (EAB)	
Living Benefits, /5,6/	Lifetime Five (LT5) Spousal Lifetime Five (SLT5) Highest Daily Lifetime Five (HDLT5) Highest Daily Lifetime Seven (HDLT7) Spousal Highest Daily Lifetime Seven (SHDLT7) Guaranteed Minimum Income Benefit (GMIB) Income Appreciator Benefit (IAB)	Lifetime Five (LT5) Spousal Lifetime Five (SLT5) Highest Daily Lifetime Five (HDLT5) Highest Daily Lifetime Seven (HDLT7) Spousal Highest Daily Lifetime Seven (SHDLT7) Guaranteed Minimum Income Benefit (GMIB) Income Appreciator Benefit (IAB)	

4 For more information on these benefits, refer to section 4, "What Is The Death Benefit?" in the Prospectus.

5 Not all Optional Benefits may be available in all states.

6 For more information on these Benefits, refer to section 3, "What Kind of Payments Will I Receive During The Income Phase?"; section 5, "What Are The Lifetime Withdrawal Benefits?"; (discussing Lifetime Five, Spousal Lifetime Five, Highest Daily Lifetime Five, Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven) and section 6, "What Is The Income Appreciator Benefit?" in the Prospectus.

HYPOTHETICAL ILLUSTRATION

The following examples outline the value of each annuity as well as the amount that would be available to an investor as a result of full surrender at the end of each of the contract years specified. The values shown below are based on the following assumptions:

- . An initial investment of \$100,000 is made into each contract earning a gross rate of return of 0% and 6% and 10% respectively.
- . No subsequent deposits or withdrawals are made to/from the contract.
- . The hypothetical gross rates of return are reduced by the arithmetic average of the fees and expenses of the underlying portfolios (as of December 31, 2007) and the charges that are deducted from the contract at the Separate Account level as follows:
 - . 0.94% average of all fund expenses are computed by adding Portfolio management fees, 12b-1 fees and other expenses of all of the underlying portfolios and then dividing by the number of portfolios. For purposes of the illustrations, we do not reflect any expense reimbursements or expense waivers that might apply and are described in the prospectus fee table. Please note that because the SP Aggressive Growth Asset Allocation Portfolio, the SP Balanced Asset Allocation Portfolio, the SP Conservative Asset Allocation Portfolio, and the SP Growth Asset Allocation Portfolio generally were closed to investors in 2005, the fees for such portfolios are not reflected in the above-mentioned average.
- . The Separate Account level charges include the Insurance Charge and Administration Charge (as applicable).

The Contract Value assumes no surrender while the Surrender Value assumes a 100% surrender two days prior to the contract anniversary, therefore reflecting the withdrawal charge applicable to that contract year. Note that a withdrawal on the contract anniversary, or the day before the contract anniversary, would be subject to the withdrawal charge applicable to the next contract year, which usually is lower. The values that you actually experience under a contract will be different from what is depicted here if any of the assumptions we make here differ from your circumstances, however the relative values for each product reflected below will remain the same. (We will provide you with a personalized illustration upon request).

0% GROSS RATE OF RETURN

SP FLEX ELITE II	SPAO 3 NON BONUS	SPAO 3 BONUS
ALL YEARS -2.57%	ALL YEARS -2.30%	ALL YEARS -2.40%

YR	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE

1	\$97,467	\$91,344	\$97,707	\$91,567	\$101,516	\$94,194
2	\$94,944	\$88,997	\$95,461	\$90,333	\$ 99,084	\$91,957
3	\$92,484	\$86,709	\$93,266	\$89,102	\$ 96,710	\$89,773
4	\$90,086	\$90,086	\$91,122	\$87,876	\$ 94,394	\$87,642
5	\$87,750	\$87,750	\$89,027	\$86,656	\$ 92,133	\$86,383
6	\$85,473	\$85,473	\$86,980	\$85,440	\$ 89,926	\$85,130
7	\$83,254	\$83,254	\$84,980	\$84,230	\$ 87,772	\$83,883
8	\$81,091	\$81,091	\$83,026	\$83,026	\$ 85,669	\$85,669
9	\$78,983	\$78,983	\$81,117	\$81,117	\$ 83,617	\$83,617
10	\$76,928	\$76,928	\$79,252	\$79,252	\$ 81,614	\$81,614
11	\$74,926	\$74,926	\$77,430	\$77,430	\$ 79,659	\$79,659
12	\$72,975	\$72,975	\$75,650	\$75,650	\$ 77,751	\$77,751
13	\$71,073	\$71,073	\$73,911	\$73,911	\$ 75,888	\$75,888
14	\$69,219	\$69,219	\$72,177	\$72,177	\$ 74,071	\$74,071
15	\$67,413	\$67,413	\$70,483	\$70,483	\$ 72,262	\$72,262
16	\$65,652	\$65,652	\$68,829	\$68,829	\$ 70,497	\$70,497
17	\$63,936	\$63,936	\$67,212	\$67,212	\$ 68,774	\$68,774
18	\$62,264	\$62,264	\$65,633	\$65,633	\$ 67,093	\$67,093
19	\$60,634	\$60,634	\$64,089	\$64,089	\$ 65,451	\$65,451
20	\$59,045	\$59,045	\$62,582	\$62,582	\$ 63,849	\$63,849
21	\$57,497	\$57,497	\$61,109	\$61,109	\$ 62,286	\$62,286
22	\$55,988	\$55,988	\$59,670	\$59,670	\$ 60,760	\$60,760
23	\$54,518	\$54,518	\$58,263	\$58,263	\$ 59,270	\$59,270
24	\$53,085	\$53,085	\$56,890	\$56,890	\$ 57,816	\$57,816
25	\$51,688	\$51,688	\$55,548	\$55,548	\$ 56,397	\$56,397

Assumptions:

- a. \$100,000 initial investment
- b. Fund Expenses = 0.94%
- c. No optional death benefits or living benefits elected
- d. Surrender value is accounted for 2 days prior to contract anniversary

B-4

6% GROSS RATE OF RETURN

SP FLEX ELITE II	SPAO 3 NON BONUS	SPAO 3 BONUS
ALL YEARS 3.27%	ALL YEARS 3.56%	ALL YEARS 3.46%

YR	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE

1	\$103,299	\$ 96,769	\$103,553	\$ 97,005	\$107,589	\$ 99,783
2	\$106,716	\$ 99,947	\$107,242	\$101,409	\$111,313	\$103,209
3	\$110,247	\$103,230	\$111,063	\$106,011	\$115,165	\$106,753
4	\$113,894	\$113,894	\$115,021	\$110,820	\$119,151	\$110,420
5	\$117,662	\$117,662	\$119,119	\$115,845	\$123,275	\$115,346
6	\$121,554	\$121,554	\$123,363	\$121,096	\$127,541	\$120,489
7	\$125,575	\$125,575	\$127,758	\$126,581	\$131,955	\$125,858
8	\$129,730	\$129,730	\$132,310	\$132,310	\$136,522	\$136,522
9	\$134,021	\$134,021	\$137,024	\$137,024	\$141,247	\$141,247
10	\$138,455	\$138,455	\$141,906	\$141,906	\$146,135	\$146,135
11	\$143,035	\$143,035	\$146,962	\$146,962	\$151,193	\$151,193
12	\$147,767	\$147,767	\$152,198	\$152,198	\$156,425	\$156,425
13	\$152,656	\$152,656	\$157,621	\$157,621	\$161,839	\$161,839
14	\$157,706	\$157,706	\$163,237	\$163,237	\$167,440	\$167,440
15	\$162,923	\$162,923	\$169,053	\$169,053	\$173,235	\$173,235
16	\$168,313	\$168,313	\$175,076	\$175,076	\$179,230	\$179,230
17	\$173,881	\$173,881	\$181,314	\$181,314	\$185,433	\$185,433
18	\$179,633	\$179,633	\$187,774	\$187,774	\$191,851	\$191,851
19	\$185,576	\$185,576	\$194,464	\$194,464	\$198,491	\$198,491
20	\$191,715	\$191,715	\$201,393	\$201,393	\$205,360	\$205,360
21	\$198,057	\$198,057	\$208,568	\$208,568	\$212,467	\$212,467
22	\$204,610	\$204,610	\$215,999	\$215,999	\$219,821	\$219,821
23	\$211,378	\$211,378	\$223,695	\$223,695	\$227,428	\$227,428
24	\$218,371	\$218,371	\$231,665	\$231,665	\$235,299	\$235,299
25	\$225,595	\$225,595	\$239,919	\$239,919	\$243,443	\$243,443

Assumptions:

- a. \$100,000 initial investment
- b. Fund Expenses = 0.94%
- c. No optional death benefits or living benefits elected
- d. Surrender value is accounted for 2 days prior to contract anniversary



SP FLEX ELITE II	SPAO 3 NON BONUS	SPAO 3 BONUS
ALL YEARS 7.17%	ALL YEARS 7.47%	ALL YEARS 7.37%

YR	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE

1	\$107,186	\$100,385	\$107,450	\$100,630	\$111,638	\$103,509
2	\$114,911	\$107,568	\$115,477	\$109,150	\$119,860	\$111,073
3	\$123,192	\$115,270	\$124,105	\$118,401	\$128,688	\$119,195
4	\$132,070	\$132,070	\$133,376	\$128,442	\$138,166	\$127,915
5	\$141,588	\$141,588	\$143,341	\$139,341	\$148,342	\$138,660
6	\$151,791	\$151,791	\$154,050	\$151,169	\$159,267	\$150,313
7	\$162,730	\$162,730	\$165,559	\$164,003	\$170,997	\$162,949
8	\$174,458	\$174,458	\$177,927	\$177,927	\$183,592	\$183,592
9	\$187,030	\$187,030	\$191,220	\$191,220	\$197,113	\$197,113
10	\$200,509	\$200,509	\$205,506	\$205,506	\$211,631	\$211,631
11	\$214,958	\$214,958	\$220,860	\$220,860	\$227,217	\$227,217
12	\$230,450	\$230,450	\$237,360	\$237,360	\$243,952	\$243,952
13	\$247,057	\$247,057	\$255,093	\$255,093	\$261,919	\$261,919
14	\$264,862	\$264,862	\$274,151	\$274,151	\$281,210	\$281,210
15	\$283,949	\$283,949	\$294,633	\$294,633	\$301,921	\$301,921
16	\$304,412	\$304,412	\$316,644	\$316,644	\$324,158	\$324,158
17	\$326,350	\$326,350	\$340,301	\$340,301	\$348,032	\$348,032
18	\$349,869	\$349,869	\$365,724	\$365,724	\$373,665	\$373,665
19	\$375,083	\$375,083	\$393,048	\$393,048	\$401,186	\$401,186
20	\$402,114	\$402,114	\$422,412	\$422,412	\$430,733	\$430,733
21	\$431,092	\$431,092	\$453,970	\$453,970	\$462,457	\$462,457
22	\$462,160	\$462,160	\$487,886	\$487,886	\$496,517	\$496,517
23	\$495,466	\$495,466	\$524,336	\$524,336	\$533,086	\$533,086
24	\$531,172	\$531,172	\$563,509	\$563,509	\$572,348	\$572,348
25	\$569,451	\$569,451	\$605,608	\$605,608	\$614,502	\$614,502

Assumptions:

- a. \$100,000 initial investment
- b. Fund Expenses = 0.94%
- c. No optional death benefits or living benefits elected
- d. Surrender value is accounted for 2 days prior to contract anniversary

B-6

APPENDIX C - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME FIVE BENEFIT

We set out below the current formula under which we may transfer amounts between the variable investment options and the Benefit Fixed Rate Account. Upon your election of Highest Daily Lifetime Five, we will not alter the asset transfer formula that applies to your contract. However, as discussed in

Section 5, we reserve the right to modify this formula with respect to those who elect Highest Daily Lifetime Five in the future.

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULA:

- . C_u - the upper target is established on the effective date of the Highest Daily Lifetime Five benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.
 - . C_t - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.
 - . C_l - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 77%.
 - . L - the target value as of the current business day.
 - . r - the target ratio.
 - . a - the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee. The factors that we use currently are derived from the a2000 Individual Annuity Mortality Table with an assumed interest rate of 3%. Each number in the table "a" factors (which appears below) represents a factor, which when multiplied by the Highest Daily Annual Income Amount, projects our total liability for the purpose of asset transfers under the guarantee.
 - . Q - age based factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee. The factor is currently set equal to 1.
 - . V - the total value of all Permitted Sub-accounts in the annuity.
 - . F - the total value of all Benefit Fixed Rate Account allocations.
 - . I - the income value prior to the first withdrawal. The income value is equal to what the Highest Daily Annual Income Amount would be if the first withdrawal were taken on the date of calculation. After the first withdrawal the income value equals the greater of the Highest Daily
-

Annual Income Amount, the quarterly step-up amount times the annual income percentage, and the Contract Value times the annual income percentage.

. T - the amount of a transfer into or out of the Benefit Fixed Rate Account.

. I% - annual income amount percentage. This factor is established on the Effective Date and is not changed for the life of the guarantee. Currently, this percentage is equal to 5%.

TARGET VALUE CALCULATION:

On each business day, a target value (L) is calculated, according to the following formula. If the variable Contract Value (V) is equal to zero, no calculation is necessary.

$$L = I * Q * a$$

Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

Target Ratio $r = (L - F) / V$.

. If r (greater than) C_{ult} , assets in the Permitted Sub-accounts are transferred to Benefit Fixed Rate Account.

. If r (less than) C_{ult} , and there are currently assets in the Benefit Fixed Rate Account (F (greater than) 0), assets in the Benefit Fixed Rate Account are transferred to the Permitted Sub-accounts.

C-1

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \begin{cases} \text{Min}(V, [L - F - V * C_{ult}] / (1 - C_{ult})) & T \text{ (greater than) } 0, \text{ Money moving from the} \\ & \text{Permitted Sub-accounts to the Benefit Fixed Rate} \\ & \text{Account} \\ \text{Min}(F, -[L - F - V * C_{ult}] / (1 - C_{ult})) & T \text{ (less than) } 0, \text{ Money moving from the Benefit} \\ & \text{Fixed Rate Account to the Permitted} \\ & \text{Sub-accounts} \end{cases}$$

Example:

Male age 65 contributes \$100,000 into the Permitted Sub accounts and the value drops to \$92,300 during year one, end of day one. A table of values for "a" appears below.

Target Value Calculation:

$$\begin{aligned}
L &= I * Q * a \\
&= 5000.67 * 1 * 15.34 \\
&= 76,710.28
\end{aligned}$$

Target Ratio:

$$\begin{aligned}
r &= (L - F) / V \\
&= (76,710.28 - 0) / 92,300.00 \\
&= 83.11\%
\end{aligned}$$

Since r (greater than) Cu (because 83.11% (greater than) 83%) a transfer into the Benefit Fixed rate Account occurs.

$$\begin{aligned}
T &= \{ \text{Min} (V, [L - F - V * Ct] / (1 - Ct)) \} \\
&= \{ \text{Min} (92,300.00, [76,710.28 - 0 - 92,300.00 * 0.80] / (1 - 0.80)) \} \\
&= \{ \text{Min} (92,300.00, 14,351.40) \} \\
&= 14,351.40
\end{aligned}$$

C-2

Age 65 "a" Factors for Liability Calculations (in Years and Months since Benefit Effective Date)*

	Months											
Years	1	2	3	4	5	6	7	8	9	10	11	12

1	15.34	15.31	15.27	15.23	15.20	15.16	15.13	15.09	15.05	15.02	14.98	14.95
2	14.91	14.87	14.84	14.80	14.76	14.73	14.69	14.66	14.62	14.58	14.55	14.51
3	14.47	14.44	14.40	14.36	14.33	14.29	14.26	14.22	14.18	14.15	14.11	14.07
4	14.04	14.00	13.96	13.93	13.89	13.85	13.82	13.78	13.74	13.71	13.67	13.63
5	13.60	13.56	13.52	13.48	13.45	13.41	13.37	13.34	13.30	13.26	13.23	13.19
6	13.15	13.12	13.08	13.04	13.00	12.97	12.93	12.89	12.86	12.82	12.78	12.75
7	12.71	12.67	12.63	12.60	12.56	12.52	12.49	12.45	12.41	12.38	12.34	12.30
8	12.26	12.23	12.19	12.15	12.12	12.08	12.04	12.01	11.97	11.93	11.90	11.86
9	11.82	11.78	11.75	11.71	11.67	11.64	11.60	11.56	11.53	11.49	11.45	11.42
10	11.38	11.34	11.31	11.27	11.23	11.20	11.16	11.12	11.09	11.05	11.01	10.98
11	10.94	10.90	10.87	10.83	10.79	10.76	10.72	10.69	10.65	10.61	10.58	10.54
12	10.50	10.47	10.43	10.40	10.36	10.32	10.29	10.25	10.21	10.18	10.14	10.11
13	10.07	10.04	10.00	9.96	9.93	9.89	9.86	9.82	9.79	9.75	9.71	9.68
14	9.64	9.61	9.57	9.54	9.50	9.47	9.43	9.40	9.36	9.33	9.29	9.26
15	9.22	9.19	9.15	9.12	9.08	9.05	9.02	8.98	8.95	8.91	8.88	8.84
16	8.81	8.77	8.74	8.71	8.67	8.64	8.60	8.57	8.54	8.50	8.47	8.44
17	8.40	8.37	8.34	8.30	8.27	8.24	8.20	8.17	8.14	8.10	8.07	8.04
18	8.00	7.97	7.94	7.91	7.88	7.84	7.81	7.78	7.75	7.71	7.68	7.65
19	7.62	7.59	7.55	7.52	7.49	7.46	7.43	7.40	7.37	7.33	7.30	7.27
20	7.24	7.21	7.18	7.15	7.12	7.09	7.06	7.03	7.00	6.97	6.94	6.91
21	6.88	6.85	6.82	6.79	6.76	6.73	6.70	6.67	6.64	6.61	6.58	6.55
22	6.52	6.50	6.47	6.44	6.41	6.38	6.36	6.33	6.30	6.27	6.24	6.22
23	6.19	6.16	6.13	6.11	6.08	6.05	6.03	6.00	5.97	5.94	5.92	5.89
24	5.86	5.84	5.81	5.79	5.76	5.74	5.71	5.69	5.66	5.63	5.61	5.58
25	5.56	5.53	5.51	5.48	5.46	5.44	5.41	5.39	5.36	5.34	5.32	5.29
26	5.27	5.24	5.22	5.20	5.18	5.15	5.13	5.11	5.08	5.06	5.04	5.01
27	4.99	4.97	4.95	4.93	4.91	4.88	4.86	4.84	4.82	4.80	4.78	4.75
28	4.73	4.71	4.69	4.67	4.65	4.63	4.61	4.59	4.57	4.55	4.53	4.51
29	4.49	4.47	4.45	4.43	4.41	4.39	4.37	4.35	4.33	4.32	4.30	4.28
30	4.26	4.24	4.22	4.20	4.18	4.17	4.15	4.13	4.11	4.09	4.07	4.06
31	4.04	4.02	4.00	3.98	3.97	3.95	3.93	3.91	3.90	3.88	3.86	3.84
32	3.83	3.81	3.79	3.78	3.76	3.74	3.72	3.71	3.69	3.67	3.66	3.64
33	3.62	3.61	3.59	3.57	3.55	3.54	3.52	3.50	3.49	3.47	3.45	3.44
34	3.42	3.40	3.39	3.37	3.35	3.34	3.32	3.30	3.29	3.27	3.25	3.24
35	3.22	3.20	3.18	3.17	3.15	3.13	3.12	3.10	3.08	3.07	3.05	3.03
36	3.02	3.00	2.98	2.96	2.95	2.93	2.91	2.90	2.88	2.86	2.85	2.83
37	2.81	2.79	2.78	2.76	2.74	2.73	2.71	2.69	2.68	2.66	2.64	2.62
38	2.61	2.59	2.57	2.56	2.54	2.52	2.51	2.49	2.47	2.45	2.44	2.42
39	2.40	2.39	2.37	2.35	2.34	2.32	2.30	2.29	2.27	2.25	2.24	2.22
40	2.20	2.19	2.17	2.15	2.14	2.12	2.11	2.09	2.07	2.06	2.04	2.02
41	2.01	1.84	1.67	1.51	1.34	1.17	1.00	0.84	0.67	0.50	0.33	0.17

* The values set forth in this table are applied to all ages.

APPENDIX D - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME SEVEN BENEFIT AND SPOUSAL HIGHEST DAILY LIFETIME SEVEN

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULA:

. $C_{u,t}$ - the upper target is established on the effective date of the Highest Daily Lifetime Seven Benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.

. $C_{t,t}$ - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.

. $C_{l,t}$ - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 77%.

. L - the target value as of the current business day.

. r - the target ratio.

. a - factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.

. V - the total value of all Permitted Sub-accounts in the annuity.

. B - the total value of the AST Investment Grade Bond Portfolio Sub-account.

. P - Income Basis. Prior to the first withdrawal, the Income Basis is the Protected Withdrawal Value calculated as if the first withdrawal were taken on the date of calculation. After the first withdrawal, the Income Basis is equal to the greater of (1) the Protected Withdrawal Value at the time of the first withdrawal, adjusted for additional purchase payments including the amount of any associated Credits, and adjusted proportionally for excess withdrawals*, (2) any highest quarterly value increased for additional purchase payments including the amount of any associated Credits, and adjusted for withdrawals, and (3) the Contract Value.

. T - the amount of a transfer into or out of the AST Investment Grade Bond Portfolio Sub-account

* Note: withdrawals of less than the Annual Income Amount do not reduce the Income Basis.

TARGET VALUE CALCULATION:

On each business day, a target value (L) is calculated, according to the following formula. If the variable account value (V) is equal to zero, no calculation is necessary.

$$L = 0.05 * P * a$$

Transfer Calculation:

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / V.$$

. If r (greater than) $C_{u,t}$, assets in the Permitted Sub-accounts are transferred to the AST Investment Grade Bond Portfolio Sub-account.

. If r (less than) $C_{l,t}$, and there are currently assets in the AST Investment Grade Bond Portfolio Sub-account (B (greater than) 0), assets in the AST Investment Grade Bond Portfolio Sub-account are transferred to the Permitted Sub-accounts according to most recent allocation instructions.

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \{\text{Min} (V, [L - B - V * C_{t,t}] / (1 - C_{t,t}))\} \quad \text{Money moving from the Permitted Sub-accounts to the AST Investment Grade Bond Portfolio Sub-account}$$

$$T = \{\text{Min} (B, - [L - B - V * C_{t,t}] / (1 - C_{t,t}))\} \quad \text{Money moving from the AST Investment Grade Bond Portfolio Sub-account to the Permitted Sub-accounts}$$

"a" Factors for Liability Calculations (in Years and Months since Benefit Effective Date)*

Months												
Years	1	2	3	4	5	6	7	8	9	10	11	12
1	15.34	15.31	15.27	15.23	15.20	15.16	15.13	15.09	15.05	15.02	14.98	14.95
2	14.91	14.87	14.84	14.80	14.76	14.73	14.69	14.66	14.62	14.58	14.55	14.51
3	14.47	14.44	14.40	14.36	14.33	14.29	14.26	14.22	14.18	14.15	14.11	14.07
4	14.04	14.00	13.96	13.93	13.89	13.85	13.82	13.78	13.74	13.71	13.67	13.63
5	13.60	13.56	13.52	13.48	13.45	13.41	13.37	13.34	13.30	13.26	13.23	13.19
6	13.15	13.12	13.08	13.04	13.00	12.97	12.93	12.89	12.86	12.82	12.78	12.75
7	12.71	12.67	12.63	12.60	12.56	12.52	12.49	12.45	12.41	12.38	12.34	12.30
8	12.26	12.23	12.19	12.15	12.12	12.08	12.04	12.01	11.97	11.93	11.90	11.86
9	11.82	11.78	11.75	11.71	11.67	11.64	11.60	11.56	11.53	11.49	11.45	11.42
10	11.38	11.34	11.31	11.27	11.23	11.20	11.16	11.12	11.09	11.05	11.01	10.98
11	10.94	10.90	10.87	10.83	10.79	10.76	10.72	10.69	10.65	10.61	10.58	10.54
12	10.50	10.47	10.43	10.40	10.36	10.32	10.29	10.25	10.21	10.18	10.14	10.11
13	10.07	10.04	10.00	9.96	9.93	9.89	9.86	9.82	9.79	9.75	9.71	9.68
14	9.64	9.61	9.57	9.54	9.50	9.47	9.43	9.40	9.36	9.33	9.29	9.26
15	9.22	9.19	9.15	9.12	9.08	9.05	9.02	8.98	8.95	8.91	8.88	8.84
16	8.81	8.77	8.74	8.71	8.67	8.64	8.60	8.57	8.54	8.50	8.47	8.44
17	8.40	8.37	8.34	8.30	8.27	8.24	8.20	8.17	8.14	8.10	8.07	8.04
18	8.00	7.97	7.94	7.91	7.88	7.84	7.81	7.78	7.75	7.71	7.68	7.65
19	7.62	7.59	7.55	7.52	7.49	7.46	7.43	7.40	7.37	7.33	7.30	7.27
20	7.24	7.21	7.18	7.15	7.12	7.09	7.06	7.03	7.00	6.97	6.94	6.91
21	6.88	6.85	6.82	6.79	6.76	6.73	6.70	6.67	6.64	6.61	6.58	6.55
22	6.52	6.50	6.47	6.44	6.41	6.38	6.36	6.33	6.30	6.27	6.24	6.22
23	6.19	6.16	6.13	6.11	6.08	6.05	6.03	6.00	5.97	5.94	5.92	5.89
24	5.86	5.84	5.81	5.79	5.76	5.74	5.71	5.69	5.66	5.63	5.61	5.58
25	5.56	5.53	5.51	5.48	5.46	5.44	5.41	5.39	5.36	5.34	5.32	5.29
26	5.27	5.24	5.22	5.20	5.18	5.15	5.13	5.11	5.08	5.06	5.04	5.01
27	4.99	4.97	4.95	4.93	4.91	4.88	4.86	4.84	4.82	4.80	4.78	4.75
28	4.73	4.71	4.69	4.67	4.65	4.63	4.61	4.59	4.57	4.55	4.53	4.51
29	4.49	4.47	4.45	4.43	4.41	4.39	4.37	4.35	4.33	4.32	4.30	4.28
30	4.26	4.24	4.22	4.20	4.18	4.17	4.15	4.13	4.11	4.09	4.07	4.06
31	4.04	4.02	4.00	3.98	3.97	3.95	3.93	3.91	3.90	3.88	3.86	3.84
32	3.83	3.81	3.79	3.78	3.76	3.74	3.72	3.71	3.69	3.67	3.66	3.64
33	3.62	3.61	3.59	3.57	3.55	3.54	3.52	3.50	3.49	3.47	3.45	3.44
34	3.42	3.40	3.39	3.37	3.35	3.34	3.32	3.30	3.29	3.27	3.25	3.24
35	3.22	3.20	3.18	3.17	3.15	3.13	3.12	3.10	3.08	3.07	3.05	3.03
36	3.02	3.00	2.98	2.96	2.95	2.93	2.91	2.90	2.88	2.86	2.85	2.83
37	2.81	2.79	2.78	2.76	2.74	2.73	2.71	2.69	2.68	2.66	2.64	2.62
38	2.61	2.59	2.57	2.56	2.54	2.52	2.51	2.49	2.47	2.45	2.44	2.42
39	2.40	2.39	2.37	2.35	2.34	2.32	2.30	2.29	2.27	2.25	2.24	2.22
40	2.20	2.19	2.17	2.15	2.14	2.12	2.11	2.09	2.07	2.06	2.04	2.02
41	2.01	1.84	1.67	1.51	1.34	1.17	1.00	0.84	0.67	0.50	0.33	0.17

* The values set forth in this table are applied to all ages.

PLEASE SEND ME A STATEMENT OF ADDITIONAL INFORMATION THAT CONTAINS
FURTHER DETAILS ABOUT THE PRUCO LIFE ANNUITY DESCRIBED IN
PROSPECTUS ORD01142 (05/2008).

(print your name)

(address)

(city/state/zip code)

MAILING ADDRESS:

PRUDENTIAL ANNUITY SERVICE CENTER

P.O. Box 7960

Philadelphia, PA 19176

[LOGO] Prudential
The Prudential Insurance Company of America
751 Broad Street
Newark, NJ 07102-3777

PRSRT STD
U.S. POSTAGE
PAID
LANCASTER, PA
PERMIT NO. 1793

ORD01142

STRATEGIC PARTNERS/SM/ FLEXELITE VARIABLE ANNUITY

PROSPECTUS: MAY 1, 2008

This Prospectus describes an Individual Variable Annuity Contract offered by Pruco Life Insurance Company (Pruco Life) and Pruco Life Flexible Premium Variable Annuity Account. Pruco Life offers several different annuities which your representative may be authorized to offer to you. Please note that selling broker-dealer firms through which the contract is sold may decline to make available to their customers certain of the optional features and investment options offered generally under the contract. Alternatively, such firms may restrict the availability of the optional benefits that they do make available to their customers (e.g., imposing a lower maximum issue age for certain optional benefits than what is prescribed generally under the contract). Please speak to your registered representative for further details. Each annuity has different features and benefits that may be appropriate for you based on your financial situation, your age and how you intend to use the annuity. The different features and benefits include variations in death benefit protection and the ability to access your annuity's contract value. The fees and charges under the annuity contract and the compensation paid to your representative may also be different among each annuity. Differences in compensation among different annuity products could influence a representative's decision as to which annuity to recommend to you. If you are purchasing the contract as a replacement for existing variable annuity or variable life coverage, you should consider, among other things, any surrender or penalty charges you may incur when replacing your existing coverage. Pruco Life is a wholly-owned subsidiary of The Prudential Insurance Company of America.

THE FUNDS

Strategic Partners FlexElite offers a wide variety of investment choices, including variable investment options that invest in underlying mutual funds. Currently, portfolios within the following underlying mutual funds are being offered: The Prudential Series Fund, Advanced Series Trust, Nationwide Variable Insurance Trust, and Janus Aspen Series (see next page for list of each portfolio currently offered).

PLEASE READ THIS PROSPECTUS

Please read this prospectus before purchasing a Strategic Partners FlexElite variable annuity contract, and keep it for future reference. The current prospectuses for the underlying mutual funds contain important information about the mutual funds. When you invest in a variable investment option that is funded by a mutual fund, you should read the mutual fund prospectus and keep it for future reference. The Risk Factors section relating to the market value adjustment option appears in the Summary.

TO LEARN MORE ABOUT STRATEGIC PARTNERS FLEXELITE

To learn more about the Strategic Partners FlexElite variable annuity, you can request a copy of the Statement of Additional Information (SAI) dated May 1, 2008. The SAI has been filed with the Securities and Exchange Commission (SEC) and is legally a part of this prospectus. Pruco Life also files other reports with the SEC. All of these filings can be reviewed and copied at the SEC's offices, and can also be obtained from the SEC's Public Reference Section, 100 F Street, N.E., Washington, D.C. 20549, or from us, free of charge. (See SEC file numbers 333-75702 and 333-103474.) You may obtain information on the operation of the Public Reference Room by calling the SEC at (202) 551-8090. The SEC also maintains a Web site (<http://www.sec.gov>) that contains the Strategic Partners FlexElite SAI, material incorporated by reference, and other information regarding registrants that file electronically with the SEC. The Table of Contents of the SAI is set forth in Section 11 of this prospectus.

For a free copy of the SAI, call us at (888) PRU-2888, or write to us at Prudential Annuity Service Center, P.O. Box 7960, Philadelphia, PA 19176.

You may elect before your 3rd/ and 6th/ contract anniversaries to have a credit added to your contract value. If you make a credit election, your charges may be higher than if you had not made the election and they could exceed your credit amount if you make a withdrawal within 3 years of your election.

THE SEC HAS NOT DETERMINED THAT THIS CONTRACT IS A GOOD INVESTMENT, NOR HAS THE SEC DETERMINED THAT THIS PROSPECTUS IS COMPLETE OR ACCURATE. IT IS A CRIMINAL OFFENSE TO STATE OTHERWISE. INVESTMENT IN A VARIABLE ANNUITY CONTRACT IS SUBJECT TO RISK, INCLUDING THE POSSIBLE LOSS OF YOUR MONEY. AN INVESTMENT IN STRATEGIC PARTNERS FLEXELITE IS NOT A BANK DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY.

Strategic Partners/SM/ is a service mark of The Prudential Insurance Company of America ORD01091

The Prudential Series Fund

Jennison Portfolio

Equity Portfolio

Global Portfolio

Money Market Portfolio

Stock Index Portfolio

Value Portfolio

SP Aggressive Growth Asset Allocation Portfolio SP Balanced Asset Allocation Portfolio SP Conservative Asset Allocation Portfolio SP Growth Asset Allocation Portfolio

SP Davis Value Portfolio

SP International Growth Portfolio

SP International Value Portfolio

SP Mid Cap Growth Portfolio

SP PIMCO High Yield Portfolio

SP PIMCO Total Return Portfolio

SP Prudential U.S. Emerging Growth Portfolio SP Small-Cap Value Portfolio

SP Strategic Partners Focused Growth Portfolio

Advanced Series Trust

AST Advanced Strategies Portfolio

AST Aggressive Asset Allocation Portfolio AST AllianceBernstein Core Value Portfolio AST AllianceBernstein Growth & Income Portfolio AST American Century Income & Growth Portfolio AST American Century Strategic Allocation Portfolio AST Balanced Asset Allocation Portfolio AST Capital Growth Asset Allocation Portfolio AST Cohen & Steers Realty Portfolio

AST Conservative Asset Allocation Portfolio AST DeAM Large-Cap Value Portfolio

AST DeAM Small-Cap Value Portfolio

AST Federated Aggressive Growth Portfolio AST First Trust Balanced Target Portfolio AST First Trust Capital Appreciation Target Portfolio AST UBS Dynamic Alpha Strategy Portfolio AST Goldman Sachs Concentrated Growth Portfolio AST Goldman Sachs Mid-Cap Growth Portfolio AST High Yield Portfolio

AST Investment Grade Bond Portfolio

AST JPMorgan International Equity Portfolio AST Large-Cap Value Portfolio

AST Lord Abbett Bond-Debenture Portfolio AST Marsico Capital Growth Portfolio

AST MFS Global Equity Portfolio

AST MFS Growth Portfolio

AST Mid Cap Value Portfolio

AST Neuberger Berman Mid-Cap Growth Portfolio AST Neuberger Berman Mid-Cap Value Portfolio AST Neuberger Berman Small-Cap Growth Portfolio AST PIMCO Limited Maturity Bond Portfolio AST Preservation Asset Allocation Portfolio AST QMA US Equity Alpha Portfolio

AST Small-Cap Growth Portfolio

AST Small-Cap Value Portfolio

AST T. Rowe Price Asset Allocation Portfolio AST T. Rowe Price Global Bond Portfolio AST T. Rowe Price Natural Resources Portfolio AST T. Rowe Price Large-Cap Growth Portfolio AST Western Asset Core Plus Bond Portfolio

Nationwide Variable Insurance Trust

Gartmore NVIT Developing Markets Fund

Janus Aspen Series

Large Cap Growth Portfolio -- Service Shares

CONTENTS

PART I: STRATEGIC PARTNERS FLEXELITE PROSPECTUS SUMMARY.....	1
GLOSSARY.....	2
SUMMARY.....	7
RISK FACTORS.....	11
SUMMARY OF CONTRACT EXPENSES.....	12
EXPENSE EXAMPLES.....	18
 PART II: STRATEGIC PARTNERS FLEXELITE PROSPECTUS SECTIONS 1-11.....	 21
SECTION 1: WHAT IS THE STRATEGIC PARTNERS FLEXELITE VARIABLE ANNUITY?.....	22
SHORT TERM CANCELLATION RIGHT OR "FREE LOOK".....	22
 SECTION 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE?.....	 22
VARIABLE INVESTMENT OPTIONS.....	23
FIXED INTEREST RATE OPTIONS.....	34
MARKET VALUE ADJUSTMENT OPTION.....	35
TRANSFERS AMONG OPTIONS.....	36
ADDITIONAL TRANSFER RESTRICTIONS.....	37
DOLLAR COST AVERAGING.....	38
ASSET ALLOCATION PROGRAM.....	39
AUTO-REBALANCING.....	39
SCHEDULED TRANSACTIONS.....	39
VOTING RIGHTS.....	39
SUBSTITUTION.....	39
 SECTION 3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE? (ANNUITIZATION). 40	
PAYMENT PROVISIONS.....	40
PAYMENT PROVISIONS WITHOUT THE GUARANTEED MINIMUM INCOME BENEFIT.....	40
OPTION 1: ANNUITY PAYMENTS FOR A FIXED PERIOD.....	40
OPTION 2: LIFE INCOME ANNUITY OPTION.....	40
OPTION 3: INTEREST PAYMENT OPTION.....	41
OTHER ANNUITY OPTIONS.....	41
TAX CONSIDERATIONS.....	41
GUARANTEED MINIMUM INCOME BENEFIT.....	41
GMIB ROLL-UP.....	41
GMIB OPTION 1 - SINGLE LIFE PAYOUT OPTION.....	43
GMIB OPTION 2 - JOINT LIFE PAYOUT OPTION.....	43
HOW WE DETERMINE ANNUITY PAYMENTS.....	44
 SECTION 4: WHAT IS THE DEATH BENEFIT?.....	 45
BENEFICIARY.....	45
CALCULATION OF THE DEATH BENEFIT.....	45
GUARANTEED MINIMUM DEATH BENEFIT.....	45
GMDB ROLL-UP.....	45
GMDB STEP-UP.....	46
HIGHEST DAILY VALUE DEATH BENEFIT.....	47
CALCULATION OF THE HIGHEST DAILY VALUE DEATH BENEFIT.....	48
PAYOUT OPTIONS.....	49
BENEFICIARY CONTINUATION OPTION.....	50
EARNINGS APPRECIATOR BENEFIT.....	51
SPOUSAL CONTINUANCE BENEFIT.....	52
 SECTION 5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS?.....	 53
LIFETIME FIVE INCOME BENEFIT.....	53
SPOUSAL LIFETIME FIVE INCOME BENEFIT.....	59
HIGHEST DAILY LIFETIME FIVE BENEFIT.....	63
HIGHEST DAILY LIFETIME SEVEN BENEFIT.....	69
SPOUSAL HIGHEST DAILY LIFETIME SEVEN BENEFIT.....	76
 SECTION 6: WHAT IS THE INCOME APPRECIATOR BENEFIT?.....	 83
INCOME APPRECIATOR BENEFIT.....	83
CALCULATION OF THE INCOME APPRECIATOR BENEFIT.....	83
INCOME APPRECIATOR BENEFIT OPTIONS DURING THE ACCUMULATION PHASE.....	84

SECTION 7: HOW CAN I PURCHASE A STRATEGIC PARTNERS FLEXELITE CONTRACT?.....	86
PURCHASE PAYMENTS.....	86
ALLOCATION OF PURCHASE PAYMENTS.....	86
CREDIT ELECTION.....	86
CALCULATING CONTRACT VALUE.....	87
SECTION 8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS FLEXELITE CONTRACT?.....	87
INSURANCE AND ADMINISTRATIVE CHARGES.....	88
WITHDRAWAL CHARGE.....	88
WAIVER OF WITHDRAWAL CHARGE FOR CRITICAL CARE.....	89
REQUIRED MINIMUM DISTRIBUTION.....	89
CONTRACT MAINTENANCE CHARGE.....	89
GUARANTEED MINIMUM INCOME BENEFIT CHARGE.....	89
INCOME APPRECIATOR BENEFIT CHARGE.....	90
EARNINGS APPRECIATOR BENEFIT CHARGE.....	91
BENEFICIARY CONTINUATION OPTION CHARGES.....	91
TAXES ATTRIBUTABLE TO PREMIUM.....	91
TRANSFER FEE.....	91
COMPANY TAXES.....	92
UNDERLYING MUTUAL FUND FEES.....	92
SECTION 9: HOW CAN I ACCESS MY MONEY?.....	92
WITHDRAWALS DURING THE ACCUMULATION PHASE.....	92
AUTOMATED WITHDRAWALS.....	93
SUSPENSION OF PAYMENTS OR TRANSFERS.....	93
SECTION 10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS FLEXELITE CONTRACT?.....	93
SECTION 11: OTHER INFORMATION.....	101
PRUCO LIFE INSURANCE COMPANY.....	101
THE SEPARATE ACCOUNT.....	102
SALE AND DISTRIBUTION OF THE CONTRACT.....	102
LITIGATION.....	103
ASSIGNMENT.....	104
FINANCIAL STATEMENTS.....	104
STATEMENT OF ADDITIONAL INFORMATION.....	104
HOUSEHOLDING.....	104
MARKET-VALUE ADJUSTMENT FORMULA.....	104
APPENDIX A - ACCUMULATION UNIT VALUES.....	A-1
APPENDIX B - SELECTING THE VARIABLE ANNUITY THAT'S RIGHT FOR YOU.....	B-1
APPENDIX C - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME FIVE BENEFIT.....	C-1
APPENDIX D - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME SEVEN AND SPOUSAL HIGHEST DAILY LIFETIME SEVEN BENEFIT.....	D-1

PART I SUMMARY

STRATEGIC PARTNERS FLEXELITE PROSPECTUS

1

PART I: STRATEGIC PARTNERS FLEXELITE PROSPECTUS SUMMARY

GLOSSARY

We have tried to make this Prospectus as easy to read and understand as possible. By the nature of the contract, however, certain technical words or terms are unavoidable. We have identified the following as some of these words or terms.

Accumulation Phase

The period that begins with the contract date (which we define below) and ends when you start receiving income payments, or earlier if the contract is terminated through a full withdrawal or payment of a death benefit.

Adjusted Contract Value

When you begin receiving income payments, the value of your contract adjusted for any market value adjustment minus any charge we impose for premium taxes, withdrawal charge and credit election withdrawal charge.

Adjusted Purchase Payment

Your invested purchase payment is adjusted for any subsequent withdrawals. The adjusted purchase payment is used only for calculations of the Earnings Appreciator Benefit.

Annual Income Amount

Under the terms of the Lifetime Five Income Benefit, and the Highest Daily Lifetime Seven Income Benefit, an amount that you can withdraw each year as long as the annuitant lives. For the Highest Daily Lifetime Five Benefit only, we refer to an amount that you can withdraw each year as long as the annuitant lives as the "Total Annual Income Amount." Under the Spousal Lifetime Five Income Benefit and Spousal Highest Daily Lifetime Seven Income Benefit, an annual income amount is paid until the later death of two natural persons who are each other's spouses at the time of election and at the first death of one of them.

Annual Withdrawal Amount

Under the terms of the Lifetime Five Income Benefit, an amount that you can withdraw each year as long as there is Protected Withdrawal Value remaining. The Annual Withdrawal Amount is set initially to equal 7% of the initial Protected Withdrawal Value, but will be adjusted to reflect subsequent purchase payments, withdrawals, and any step-up.

Annuitant

The person whose life determines the amount of income payments that we will make. Except as indicated below, if the annuitant dies before the annuity date, the co-annuitant (if any) becomes the annuitant if the contract's requirements for changing the annuity date are met. If, upon the death of the annuitant, there is no surviving eligible co-annuitant, and the owner is not the annuitant, then the owner becomes the annuitant.

Generally, if an annuity is owned by an entity and the entity has named a co-annuitant, the co-annuitant will become the annuitant upon the death of the annuitant, and no death benefit is payable. If a Custodial Account elects to receive the Death Benefit the Contract Value as of the date of due proof of death of the annuitant will reflect the amount that would have been payable had a death benefit been paid. Unless we agree otherwise, the contract is eligible to have a co-annuitant designation only if the entity that owns the contract is (1) a plan described in Internal Revenue Code

Section 72(s)(5)(A)(i) (or any successor Code section thereto); (2) an entity described in Code Section 72(u)(1) (or any successor Code section thereto); or

(3) a custodial account established pursuant to the provisions in Code

Section 408(a) (or any successor Code section thereto) ("Custodial Account").

Where the contract is held by a Custodial Account, the co-annuitant will not automatically become the annuitant upon the death of the annuitant. Upon the death of the annuitant, the Custodial Account will have the choice, subject to our rules, to either elect to receive the death benefit or elect to continue the contract.

Annuity Date

The date when income payments are scheduled to begin. You must have our permission to change the annuity date. If the co-annuitant becomes the annuitant due to the death of the annuitant, and the co-annuitant is older than the annuitant, then the annuity date will be based on the age of the co-annuitant, provided that the contract's requirements for changing the annuity date are met (e.g., the co-annuitant cannot be older than a specified age). If the co-annuitant is younger than the annuitant, then the annuity date will remain unchanged.

Beneficiary

The person(s) or entity you have chosen to receive a death benefit.

Benefit Fixed Rate Account

An investment option offered as part of this contract that is used only if you have elected the optional Highest Daily Lifetime Five Benefit. Amounts allocated to the Benefit Fixed Rate Account earn a fixed rate of interest, and are held within our general account.

You may not allocate purchase payments to the Benefit Fixed Rate Account. Rather, Contract Value is transferred to the Benefit Fixed Rate Account only under the asset transfer feature of the Highest Daily Lifetime Five Benefit.

Business Day

A day on which the New York Stock Exchange is open for business. Our business day generally ends at 4:00 p.m. Eastern time.

Co-Annuitant

The person shown on the contract data pages who becomes the annuitant (if eligible) upon the death of the annuitant if the contract's requirement for changing the annuity date are met.

Contract Date

The date we accept your initial purchase payment and all necessary paperwork in good order at the Prudential Annuity Service Center. Contract anniversaries are measured from the contract date. A contract year starts on the contract date or on a contract anniversary.

Contract Owner, Owner or You

The person entitled to the ownership rights under the contract.

Contract Value

This is the total value of your contract, equal to the sum of the values of your investment in each investment option you have chosen. Your Contract Value will go up or down based on the performance of the investment options you choose.

Credit

The amount we add to your Contract Value if you make a credit election.

Credit Election

Your election to have a credit added to your Contract Value. At least 30 calendar days prior to your 3rd/ and 6th/ contract anniversaries, we will notify you of your option to make a credit election. We will give you notice only if the credit election is available under your contract and you have not previously declined to receive a credit. We must receive the credit election in good order no later than the applicable contract anniversary.

Daily Value

For purposes of the Highest Daily Value Death Benefit, which we describe below, the Contract Value as of the end of each business day. The Daily Value on the contract date is equal to your purchase payment.

Death Benefit

If a death benefit is payable, the beneficiary you designate will receive, at a minimum, the total invested purchase payments, reduced proportionally by withdrawals, or a potentially greater amount related to market appreciation. The Guaranteed Minimum Death Benefit, or Highest Daily Value Death Benefit, is available for an additional charge. See Section 4, "What Is The Death Benefit?"

Death Benefit Target Date

With respect to the Highest Daily Value Death Benefit, the later of the contract anniversary on or after the 80th/ birthday of the current contract owner the older of either joint owner or (if owned by an entity) the annuitant, or five years after the contract date.

Designated Life

For purposes of the Spousal Lifetime Five Income Benefit and Spousal Highest Daily Lifetime Seven, a Designated Life refers to each of two natural persons who are each other's spouses at the time of election of the benefit and at the first death of one of them.

Dollar Cost Averaging Fixed Rate Option (DCA Fixed Rate Option) An investment option that offers a fixed rate of interest for a selected period during which periodic transfers are automatically made to selected variable investment options or to the one-year fixed interest rate option.

Earnings Appreciator Benefit (EAB)

An optional feature available for an additional charge that may provide a supplemental death benefit based on earnings under the contract.

GLOSSARY continued

Excess Income/Excess Withdrawal

Under the Lifetime Five Income Benefit, Spousal Lifetime Five Income Benefit, Highest Daily Lifetime Five Benefit and the Highest Daily Lifetime Seven benefits, Excess Income refers to cumulative withdrawals that exceed the Annual Income Amount (the Total Annual Income Amount, for Highest Daily Lifetime Five only). Under the Lifetime Five Income Benefit, Excess Withdrawal refers to cumulative withdrawals that exceed the Annual Withdrawal Amount.

Fixed Interest Rate Options

Investment options that offer a fixed rate of interest for either a one-year period (fixed rate option) or a selected period during which periodic transfers are made to selected variable investment options or to the one-year fixed rate option.

Good Order

An instruction received at the Prudential Annuity Service Center, utilizing such forms, signatures and dating as we require, which is sufficiently clear that we do not need to exercise any discretion to follow such instructions.

Guarantee Period

A period of time during which your invested purchase payment in the market value adjustment option earns interest at the declared rate. We may offer one or more guarantee periods.

Guaranteed Minimum Death Benefit (GMDB) An optional feature available for an additional charge that guarantees that the death benefit that the beneficiary receives will be no less than a certain GMDB protected value. The GMDB is a different death benefit than the Highest Daily Value Death Benefit, which we describe below.

GMDB Protected Value

The amount guaranteed under the Guaranteed Minimum Death Benefit, which may equal the GMDB roll-up value, the GMDB step-up value, or the greater of the two. The GMDB protected value will be subject to certain age restrictions and time durations, however, it will still increase by subsequent invested purchase payments and reduce proportionally by withdrawals.

GMDB Roll-Up

We use the GMDB roll-up value to compute the GMDB protected value of the Guaranteed Minimum Death Benefit. The GMDB roll-up is equal to the invested purchase payments compounded daily at an effective annual interest rate starting on the date that each invested purchase payment is made, subject to a cap (for certain contracts), and reduced by the effect of withdrawals.

GMDB Step-Up

We use the GMDB step-up value to compute the GMDB protected value of the Guaranteed Minimum Death Benefit. Generally speaking, the GMDB step-up establishes a "high water mark" of protected value that we would pay upon death, even if the Contract Value has declined. For example, if the GMDB step-up were set at \$100,000 on a contract anniversary, and the Contract Value subsequently declined to \$80,000 on the date of death, the GMDB step-up value would nonetheless remain \$100,000 (assuming no additional purchase payments or withdrawals).

Guaranteed Minimum Income Benefit (GMIB) An optional feature available for an additional charge that guarantees that the income payments you receive during the income phase will be no less than a certain GMIB protected value applied to the GMIB guaranteed annuity purchase rates.

GMIB Protected Value

We use the GMIB protected value to calculate annuity payments should you annuitize under the Guaranteed Minimum Income Benefit.

The value is calculated daily and is equal to the GMIB roll-up, until the GMIB roll-up either reaches its cap or if we stop applying the annual interest rate based on the age of the annuitant, number of contract anniversaries or number of years since last GMIB reset. At such point, the GMIB protected value will be increased by any subsequent invested purchase payments, and any withdrawals will proportionally reduce the GMIB protected value. The GMIB protected value is not available as a cash surrender benefit or a death benefit, nor is it used to calculate the cash surrender value or death benefit.

GMIB Reset

You may elect to "step-up" or "reset" your GMIB protected value if your Contract Value is greater than the current GMIB protected value. Upon exercise of the reset provision, your GMIB protected value will be reset to equal your current Contract Value. You are limited to two resets over the life of your contract, provided that certain annuitant age requirements are met.

GMIB Roll-Up

We will use the GMIB roll-up value to compute the GMIB protected value of the Guaranteed Minimum Income Benefit. The GMIB roll-up is equal to the invested purchase payments (after a reset, the Contract Value at the time of the reset) compounded daily at an effective annual interest rate starting on the date each invested purchase payment is made, subject to a cap, and reduced proportionally by withdrawals.

Highest Daily Lifetime Five/SM/ Income Benefit An optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your Contract Value.

Highest Daily Lifetime Seven/SM/ Income Benefit An optional benefit available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your Contract Value. Highest Daily Lifetime Seven is the same class of optional benefit as our Highest Daily Lifetime Five Income Benefit, but differs (among other things) with respect to how the Protected Withdrawal Value is calculated and to how the lifetime withdrawals are calculated.

Highest Daily Value Death Benefit

An optional death benefit available for an additional charge that can provide a death benefit that exceeds the Contract Value on the date of death. The amount of the death benefit is determined with reference to the Highest Daily Value, as defined below.

Income Appreciator Benefit (IAB)

An optional feature that may be available for an additional charge that provides a supplemental living benefit based on earnings under the contract.

IAB Automatic Withdrawal Payment Program A series of payments consisting of a portion of your Contract Value and Income Appreciator Benefit paid to you in equal installments over a 10 year period, which you may choose, if you elect to receive the Income Appreciator Benefit during the accumulation phase.

IAB Credit

An amount we add to your Contract Value that is credited in equal installments over a 10 year period, which you may choose, if you elect to receive the Income Appreciator Benefit during the accumulation phase.

Income Options

Options under the contract that define the frequency and duration of income payments. In your contract, we also refer to these as payout or annuity options.

Income Phase

The period during which you receive income payments under the contract.

Invested Purchase Payments

Your purchase payments (which we define below) less any deduction we make for any tax charge.

Joint Owner

The person named as the joint owner, who shares ownership rights with the owner as defined in the contract. A joint owner must be a natural person.

Lifetime Five/SM/ Income Benefit

An optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on your Contract Value, subject to our rules regarding the timing and amount of withdrawals. There are two options--one is designed to provide annual withdrawal amount for life and the other is designed to provide a greater annual withdrawal amount (than the first option) as long as there is Protected Withdrawal Value. We also offer a variant of the Lifetime Five Income Benefit to certain spousal owners--see "Spousal Lifetime Five Income Benefit."

Market Value Adjustment

An adjustment to your Contract Value or withdrawal proceeds that is based on the relationship between interest you are currently earning within the market value adjustment option and prevailing interest rates. This adjustment may be positive or negative.

GLOSSARY continued

Market Value Adjustment Option

An investment option for contracts sold on or after May 1, 2003, or upon subsequent state approval. This investment option may offer various guarantee periods and pays a fixed rate of interest with respect to each guarantee period. We impose a market value adjustment on withdrawals that you make from this option prior to the end of its guarantee period.

Net Purchase Payments

Your total purchase payments less any withdrawals you have made.

Proportional Withdrawals

A method that involves calculating the percentage of your Contract Value that each prior withdrawal represented when withdrawn. In general, proportional withdrawals result in a reduction to the applicable benefit value by reducing such value in the same proportion as the Contract Value was reduced by the withdrawal as of the date the withdrawal occurred.

Protected Withdrawal Value

Under the Lifetime Five Income Benefit, the Spousal Lifetime Five Income Benefit, the Highest Daily Lifetime Five Benefit and the Highest Daily Lifetime Seven Benefit, an amount that we guarantee regardless of the investment performance of your Contract Value. For the Highest Daily Lifetime Five Benefit only, we also refer to an amount that we guarantee regardless of the investment performance of your Contract Value as the "Total Protected Withdrawal Value." As discussed in Section 5, Protected Withdrawal Value is determined one way with respect to the Lifetime Five Income Benefit and the Spousal Lifetime Five Income Benefit, another way for the Highest Daily Lifetime Five Benefit, and yet another way for the Highest Daily Lifetime Seven Benefit.

Prudential Annuity Service Center

For general correspondence: P.O. Box 7960, Philadelphia, PA, 19176. For express overnight mail: 2101 Welsh Road, Dresher, PA 19025. The phone number is (888) PRU-2888. Prudential's Web site is www.prudential.com.

Purchase Payments

The amount of money you pay us to purchase the contract. Generally, you can make additional purchase payments at any time during the accumulation phase.

Separate Account

Purchase payments allocated to the variable investment options are held by us in a separate account called the Pruco Life Flexible Premium Variable Annuity Account. The separate account is set apart from all of the general assets of Pruco Life.

Spousal Lifetime Five/SM/ Income Benefit An optional feature available for an additional charge that guarantees the ability to withdraw amounts equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on the Contract Value, subject to our rules regarding the timing and amount of withdrawals. Under the Spousal Lifetime Five Income Benefit, an annual income amount is paid until the later death of two natural persons who are each other's spouses at the time of election and at the first death of one of them.

Spousal Highest Daily Lifetime Seven/SM/ Income Benefit The spousal version of the Highest Daily Lifetime Seven Income Benefit. Spousal Highest Daily Lifetime Seven is the same class of optional benefit as our Spousal Lifetime Five Income Benefit, but differs (among other things) with respect to how the Protected Withdrawal Value is calculated and to how the lifetime withdrawals are calculated.

Statement of Additional Information

A document containing certain additional information about the Strategic Partners FlexElite variable annuity. We have filed the Statement of Additional Information with the Securities and Exchange Commission and it is legally a part of this prospectus. To learn how to obtain a copy of the Statement of Additional Information, see the front cover of this prospectus.

Tax Deferral

This is a way to increase your assets without currently being taxed. Generally, you do not pay taxes on your contract earnings until you take money out of your contract. You should be aware that tax favored plans (such as IRAs) already provide tax deferral regardless of whether they invest in annuity contracts. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners FlexElite Contract?"

Variable Investment Option

When you choose a variable investment option, we purchase shares of the underlying mutual fund that are held as an investment for that option. We hold these shares in the separate account. The division of the separate account of Pruco Life that invests in a particular mutual fund is referred to in your contract as a subaccount.

SUMMARY FOR SECTIONS 1-11

For a more complete discussion of the following topics, see the corresponding section in Part II of the prospectus.

SECTION 1

What Is The Strategic Partners FlexElite Variable Annuity? The Strategic Partners FlexElite Variable Annuity is a contract between you, the owner, and us, the insurance company, Pruco Life Insurance Company (Pruco Life, we or us). The contract allows you to invest on a tax-deferred basis in variable investment options, fixed interest rate options, and the market value adjustment option. The contract is intended for retirement savings or other long-term investment purposes and provides for a death benefit.

The variable investment options available under the contract offer the opportunity for a favorable return. However, this is NOT guaranteed. It is possible, due to market changes, that your investments may decrease in value, including an investment in Prudential Money Market Portfolio variable investment option.

The fixed interest rate options offer a guaranteed interest rate. While your money is allocated to one of these options, your principal amount will not decrease and we guarantee that your money will earn at least a minimum interest rate annually.

Under the market value adjustment option, while your money remains in the contract for the full guarantee period, your principal amount is guaranteed to be at least the minimum interest rate dictated by applicable state law.

You may make up to 12 free transfers each contract year among the investment options. Certain restrictions apply to transfers involving the fixed interest rate options.

The contract, like all deferred annuity contracts, has two phases: the accumulation phase and the income phase.

. During the accumulation phase, any earnings grow on a tax-deferred basis and are generally only taxed as income when you make a withdrawal.

. The income phase starts when you begin receiving regular payments from your contract.

The amount of money you are able to accumulate in your contract during the accumulation phase will help determine the amount you will receive during the income phase. Other factors will affect the amount of your payments such as age, gender and the payout option you select.

The contract offers a choice of income and death benefit options, which may also be available to you.

There are certain state variations to this contract that are referred to in this prospectus. Please see your contract for further information on these and other variations.

We may amend the contract as permitted by law. For example, we may add new features to the contract. Subject to applicable law, we determine whether or not to make such contract amendments available to contracts that already have been issued.

If you change your mind about owning Strategic Partners FlexElite, you may cancel your contract within 10 days after receiving it (or whatever time period is required under applicable law). This time period is referred to as the "Free Look" period.

SECTION 2

What Investment Options Can I Choose?

You can invest your money in several variable investment options. The variable investment options are classified according to their investment style, and a brief description of each portfolio's investment objective and key policies is set forth in Section 2, to assist you in determining which portfolios may be of interest to you.

Depending upon market conditions, you may earn or lose money in any of these options. The value of your contract will fluctuate depending upon the performance of the underlying mutual fund portfolios used by the variable investment options that you choose. Past performance is not a guarantee of future results.

You may also allocate your money to fixed interest rate options or in a market value adjustment option.

SUMMARY FOR SECTIONS 1-11 continued

SECTION 3

What Kind Of Payments Will I Receive During The Income Phase? (Annuitization) If you want to receive regular income from your annuity, you can choose one of several options, including guaranteed payments for the annuitant's lifetime. Generally, once you begin receiving regular payments, you cannot change your payment plan.

For an additional fee, you may also choose, if it is available under your contract, the Guaranteed Minimum Income Benefit (GMIB). The Guaranteed Minimum Income Benefit provides that once the income period begins, your income payments will be no less than a value that is based on a certain "GMIB protected value" applied to the GMIB guaranteed annuity purchase rates. See

Section 3, "What Kind Of Payments Will I Receive During The Income Phase?"

The Lifetime Five Income Benefit, the Spousal Lifetime Five Income Benefit, the Highest Daily Lifetime Five Benefit, the Highest Daily Lifetime Seven Benefit, and the Spousal Highest Daily Lifetime Seven Benefit (discussed in

Section 5) and the Income Appreciator Benefit (discussed in Section 6) each may provide an additional amount upon which your annuity payments are based.

SECTION 4

What Is The Death Benefit?

For contracts sold on or after May 1, 2003, or upon subsequent state approval, in general, if the sole owner or first to die of the owner and joint owner dies before the income phase of the contract begins, the person(s) or entity that you have chosen as your beneficiary will receive at a minimum, the greater of (i) the Contract Value, (ii) either the base death benefit or, for a higher insurance charge, a potentially larger Guaranteed Minimum Death Benefit (GMDB), or Highest Daily Value Death Benefit.

The base death benefit equals the total invested purchase payments reduced proportionally by withdrawals. The Guaranteed Minimum Death Benefit is equal to a "GMDB protected value" that depends upon which of the following Guaranteed Minimum Death Benefit options you choose:

- . the highest value of the contract on any contract anniversary, which we call the "GMDB step-up value";
 - . the total amount you invest increased by a guaranteed rate of return, which we call the "GMDB roll-up value"; or
-

. the greater of the GMDB step-up value and GMDB roll-up value.

The Highest Daily Value Death Benefit provides a death benefit equal to the greater of the base death benefit or the highest daily value less proportional withdrawals.

For all other contracts, the Death Benefit Options are more limited, and the Death Benefit will be paid upon the Death of the sole owner or if Spousal Joint Owners, the last Surviving Owner.

On the date we receive proof of death in good order, in lieu of paying a death benefit, we will allow the surviving spouse to continue the contract by exercising the Spousal Continuance Benefit, if the conditions that we describe, in Section 4, below are met.

For an additional fee, you may also choose, if it is available under your contract, the Earnings Appreciator supplemental death benefit, which provides a benefit payment upon the death of the sole owner, or first to die of the owner or joint owner, during the accumulation period.

SECTION 5

What Are The Lifetime Withdrawal Benefits?

The Lifetime Five Income Benefit is an optional feature that guarantees your ability to withdraw an amount equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on your Contract Value, subject to our rules regarding the timing and amounts of withdrawals. There are two options--one is designed to provide an annual withdrawal amount for life (the "Life Income Benefit"), and the other is designed to provide a greater annual withdrawal amount (than the first option), as long as there is Protected Withdrawal Value (adjusted, as described in Section 5) (the "Withdrawal Benefit"). The annuitant must be at least 45 years old when the Lifetime Five Income Benefit is elected.

The charge for the Lifetime Five Income Benefit is a daily fee equal on an annual basis to 0.60% of the Contract Value allocated to the variable investment options. This charge is in addition to the charge for the applicable death benefit.

In addition to the Lifetime Five Income Benefit, we offer a benefit called the Spousal Lifetime Five Income Benefit. The Spousal Lifetime Five Income Benefit is similar to the Lifetime Five Income Benefit, except that it is offered only to those who are each other's spouses at the time the benefit is elected, and the benefit offers only a Life Income Benefit (not the Withdrawal Benefit).

The charge for the Spousal Lifetime Five Income Benefit is a daily fee equal on an annual basis to 0.75% of the Contract Value allocated to the variable investment options. The charge is in addition to the charge for the applicable death benefit.

We offer a benefit called the Highest Daily Lifetime Five Benefit. Highest Daily Lifetime Five is similar to our Lifetime Five and Spousal Lifetime Five benefits, in that under each such benefit, there is a "protected withdrawal value" that serves as the basis for withdrawals you can make (which we refer to as the "Total Protected Withdrawal Value"). As we discuss in more detail later, we guarantee this Total Protected Withdrawal Value, even if your Contract Value declines. Thus, as a participant in Highest Daily Lifetime Five, you are assured of a certain amount that you can withdraw, even if there is a significant decline in your Contract Value. Highest Daily Lifetime Five Benefit differs from Lifetime Five and Spousal Lifetime Five in that (a) the determination of your Total Protected Withdrawal Value is based, in part, on the highest daily Contract Value and (b) we require you to participate in an asset transfer program, under which your Contract Value may be transferred periodically between the variable investment options and the Benefit Fixed Rate Account (which is part of our general account). We operate the asset transfer program under a formula, which is described in the portion of

Section 5 concerning the Highest Daily Lifetime Five Benefit. In addition, in Appendix C, we set out the formula itself. As discussed in Section 5, when you elect Highest Daily Lifetime Five, the asset transfer formula is made a part of your annuity contract, and thus may not be altered

thereafter. However, we do reserve the right to amend the formula for new-issued annuity contracts that elect Highest Daily Lifetime Five and for existing contracts that elect the benefit in the future. As we discuss in more detail later in this prospectus, this required asset transfer program helps us manage our financial exposure under Highest Daily Lifetime Five, by moving assets out of the variable investment options in the event of securities market declines. In essence, we seek to preserve the value of these assets, by transferring them to a more stable account. Of course, the formula also contemplates the transfer of assets from the Benefit Fixed Rate Account to the variable investment options in certain other scenarios.

Finally, we offer Highest Daily Lifetime Seven, an optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your Contract Value. Highest Daily Lifetime Seven is the same class of optional benefit as our Lifetime Five Income Benefit, but differs (among other things) with respect to how the Protected Withdrawal Value is calculated and to how the lifetime withdrawals are calculated. Spousal Highest Daily Lifetime Seven is the spousal version of Highest Daily Lifetime Seven, and thus offers lifetime payments until the second-to-die of two spouses.

SECTION 6

What Is The Income Appreciator Benefit? The Income Appreciator Benefit is an optional benefit, available for an additional charge, that provides an additional income amount during the accumulation period or upon annuitization. The Income Appreciator Benefit is designed to provide you with additional funds that can be used to help defray the impact taxes may have on distributions from your contract. You can activate this benefit in one of three ways, as described in Section 6. Note, however, that the annuitization options within this benefit are limited.

SECTION 7

How Can I Purchase A Strategic Partners FlexElite Contract? You can purchase this contract, unless we agree otherwise and subject to our rules, with a minimum initial purchase payment of \$10,000. You must get our prior approval for any initial and additional purchase payment of \$1,000,000 or more, unless we are prohibited under applicable state law from insisting on such prior approval. Generally, you can make additional purchase payments of \$500 (\$100 if made through electronic funds transfer) or more at any time during the accumulation phase of the contract. Your representative can help you fill out the proper forms.

You may purchase this contract only if the oldest of the owner, joint owner, annuitant, or co-annuitant is age 85 or younger on the contract date. In addition, certain age limits apply to certain features and benefits described herein.

SECTION 8

What Are The Expenses Associated With The Strategic Partners FlexElite Contract?

The contract has insurance features and investment features, both of which have related costs and charges.

. Each year (or upon full surrender) we deduct a contract maintenance charge if your Contract Value is less than \$100,000. This charge is currently equal to the lesser of \$50 or 2% of your Contract Value. We do not impose the contract maintenance charge if your Contract Value is \$50,000 or more. We may impose lesser charges in certain states.

SUMMARY FOR SECTIONS 1-11 continued

. For insurance and administrative costs, we also deduct a daily charge based on the average daily value of all assets allocated to the variable investment options (except as indicated), depending on the death benefit (or other) option that you choose. The daily cost is equivalent to an annual charge as follows:

-- 1.65% if you choose the base death benefit, -- 1.90% if you choose either the roll-up or the step-up Guaranteed Minimum Death Benefit option (i.e., 0.25% in addition to the base death benefit charge),

-- 2.00% if you choose the greater of the roll-up and step-up Guaranteed Minimum Death Benefit option (i.e., 0.35% in addition to the base death benefit charge),

-- 2.15% if you choose the Highest Daily Value Death Benefit (i.e., 0.50% in addition to the base death benefit charge), -- 0.60% if you choose the Lifetime Five Income Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit,

-- 0.60% if you choose the Highest Daily Lifetime Five Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit,

-- 0.75% if you choose the Spousal Lifetime Five Income Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit,

-- 0.60% of the Protected Withdrawal Value if you choose the Highest Daily Lifetime Seven benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit, -- 0.75% of the Protected Withdrawal Value if you choose the Spousal Highest Daily Lifetime Seven Income benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit.

The 1.65%, 1.90%, and 2.00% charges referenced immediately above apply to any Strategic Partners FlexElite contract sold on or after May 1, 2003, or upon subsequent state approval.

For all other contracts, those charges are 1.60%, 1.80%, and 1.90%, respectively. We reserve the right to impose an additional insurance charge of 0.10% annually of average Contract Value for contracts issued to those aged 76 or older.

The Highest Daily Value Death Benefit is available only with respect to the version of the contract sold on or after May 1, 2003 or upon subsequent state approval.

. We will deduct an additional charge if you choose the Guaranteed Minimum Income Benefit. We deduct this annual charge from your Contract Value on the contract anniversary and upon certain other events. The charge for this benefit is equal to 0.50% for contracts sold on or after January 20, 2004, or upon subsequent state approval (0.45% for all other contracts), of the average GMIB protected value (1.00% maximum charge). (In some states this fee may be lower.)

. We will deduct an additional charge if you choose the Income Appreciator Benefit. We deduct this charge from your Contract Value on the contract anniversary and upon certain other events. The charge for this benefit is based on an annual rate of 0.25% of your Contract Value.

. We will deduct an additional charge if you choose the Earnings Appreciator supplemental death benefit. We deduct this charge from your Contract Value on the contract anniversary and upon certain other events. The charge for this benefit is based on an annual rate of 0.30% of your Contract Value.

. There are a few states/jurisdictions that assess a premium tax on us. In those states, we deduct a charge designed to approximate this tax, which can range from 0-3.5% of your Contract Value.

. There are also expenses associated with the mutual funds. For 2007, the fees of these funds ranged from 0.37% to 1.65% annually. For certain funds, expenses are reduced pursuant to expense waivers and comparable arrangements. In general, these expense waivers and comparable arrangements are not guaranteed, and may be terminated at any time.

. If you withdraw money within three years of the contract date or a credit election, you may have to pay a withdrawal charge up to 7% on all or part of the withdrawal.

For more information, including details about other possible charges under the contract, see "Summary Of Contract Expenses" and Section 8, "What Are The Expenses Associated With The Strategic Partners FlexElite Contract?"

SECTION 9

How Can I Access My Money?

You may withdraw money at any time during the accumulation phase. You may, however, be subject to income tax and, if you make a withdrawal prior to age 59 1/2, an additional tax penalty as well. If you withdraw money within three years of the contract date or a credit election, we may impose a withdrawal charge.

Under the market value adjustment option, you will be subject to a market value adjustment if you make a withdrawal prior to the end of a guarantee period.

We offer optional benefits--the Lifetime Five Income Benefit, the Spousal Lifetime Five Income Benefit, the Highest Daily Lifetime Five Benefit, the Highest Daily Lifetime Seven Benefit, and the Spousal Highest Daily Lifetime Seven Benefit under which we guarantee that certain amounts will be available to you for withdrawal, regardless of market-related declines in your Contract Value. You need not participate in this benefit in order to withdraw some or all of your money. You also may access your Income Appreciator Benefit through withdrawals.

SECTION 10

What Are The Tax Considerations Associated With The Strategic Partners FlexElite Contract?

Your earnings are generally not taxed until withdrawn. If you withdraw money during the accumulation phase, the tax laws treat the withdrawals as a withdrawal of earnings, which are taxed as ordinary income. If you are younger than age 59 1/2 when you take money out, you may be charged a 10% federal tax penalty on the earnings in addition to ordinary taxation. A portion of the payments you receive during the income phase is considered a partial return of your original investment and therefore will not be taxable as income. Generally, all amounts withdrawn from an Individual Retirement Annuity (IRA) contract (excluding Roth IRAs) are taxable and subject to the 10% penalty if withdrawn prior to age 59 1/2.

SECTION 11

Other Information

This contract is issued by Pruco Life Insurance Company (Pruco Life), a subsidiary of The Prudential Insurance Company of America, and sold by registered representatives of affiliated and unaffiliated broker/dealers.

RISK FACTORS

There are various risks associated with an investment in the market value adjustment option that we summarize below.

Issuer Risk. The market value adjustment option, fixed interest rate options, and the contract's other insurance features are available under a contract issued by Pruco Life, and thus backed by the financial strength of that company. If Pruco Life were to experience significant financial adversity, it is possible that Pruco Life's ability to pay interest and principal under the market value adjustment option and fixed interest rate options and to fulfill its insurance guarantees could be impaired.

Risks Related To Changing Interest Rates. You do not participate directly in the investment experience of the bonds and other instruments that Pruco Life holds to support the market value adjustment option. Nonetheless, the market value adjustment formula reflects the effect that prevailing interest rates have on those bonds and other instruments. If you need to withdraw your money prior to the end of a guarantee period and during a period in which prevailing interest rates have risen above their level when you made your purchase, you will experience a "negative" market value adjustment. When we impose this market value adjustment, it could result in the loss of both the interest you have earned and a portion of your purchase payments. Thus, before you commit to a particular guarantee period, you should consider carefully whether you have the ability to remain invested throughout the guarantee period. In addition, we cannot, of course, assure you that the market value adjustment option will perform better than another investment that you might have made.

Risks Related To The Withdrawal Charge. We may impose withdrawal charges on amounts withdrawn from the market value adjustment option. If you anticipate needing to withdraw your money prior to the end of a guarantee period, you should be prepared to pay the withdrawal charge that we will impose.

SUMMARY OF CONTRACT EXPENSES

The purpose of this summary is to help you to understand the costs you will pay for Strategic Partners FlexElite. The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the contract. The first table describes the fees and expenses that you will pay at the time that you buy the contract, surrender the contract, or transfer cash value between investment options.

For more detailed information, including additional information about current and maximum charges, see, Section 8, "What Are The Expenses Associated With The Strategic Partners FlexElite Contract?" The individual fund prospectuses contain detailed expense information about the underlying mutual funds.

CONTRACT OWNER TRANSACTION EXPENSES

WITHDRAWAL CHARGE /1/

FULL CONTRACT YEARS

0	7%
1	7%
2	7%
3	0%

CREDIT ELECTION WITHDRAWAL CHARGE /2/

FULL CONTRACT YEARS

3	7%
4	7%
5	7%
6	7%
7	7%
8	7%
9	0%

MAXIMUM TRANSFER FEE

Each transfer after 12 /3/	\$30.00
Each transfer after 20 (Beneficiary Continuation Option only)	\$10.00
Charge for premium tax imposed on us by certain States/Jurisdictions	
Up to 3.5% of Contract Value	

1 Each contract year, you may withdraw a specified amount of your Contract Value without incurring a withdrawal charge. We will waive the withdrawal charge if we pay a death benefit or under certain other circumstances. See "Withdrawal Charge" in Section 8. In certain states reduced withdrawal charges may apply. Your contract contains the applicable charges. 2 We impose these withdrawal charges only if you elect to have the credit added to your Contract Value prior to your 3rd/ and 6th/ contract anniversaries. These charges may be lower in certain states.

3 Currently, we charge \$10 for each transfer after the twelfth in a contract year. As shown in the table, we can increase that charge up to a maximum of \$30, but we have no current intention to do so. We will not charge you for transfers made in connection with Dollar Cost Averaging and Auto-Rebalancing or transfers from the market value adjustment option at the end of a guarantee period, and do not count them toward the limit of 12 free transfers per year.

12

The next table describes the fees and expenses that you will pay periodically during the time that you own the contract, not including underlying mutual fund fees and expenses.

PERIODIC ACCOUNT EXPENSES

Maximum Annual Contract Maintenance Charge and Contract Charge Upon Full Withdrawal /4/	\$60.00
Maximum Annual Contract Fee if Contract Value is less than \$25,000 (Beneficiary Continuation option ONLY)	lesser of \$30 or 2% of Contract Value

INSURANCE AND ADMINISTRATIVE EXPENSES WITH THE INDICATED BENEFITS /5/
As a Percentage of Contract Value in Variable Investment Options
(except as indicated):

Base Death Benefit	1.65% (1.70% for contracts sold prior to May 1, 2003, or upon subsequent state approval, and if you are aged 76 or older)

Guaranteed Minimum Death Benefit Option - Roll-Up or Step-Up	1.90%

Guaranteed Minimum Death Benefit Option - Greater of Roll-Up or Step-Up	2.00%

Highest Daily Value Death Benefit	2.15%

Maximum Charge for Lifetime Five /6/	1.50%

Maximum Charge for Highest Daily Lifetime Five /6/	1.50%

Maximum Charge for Spousal Lifetime Five /6/	1.50%

Maximum Charge for Highest Daily Lifetime Seven /6/	1.50%

Maximum Charge for Spousal Highest Daily Lifetime Seven /6/	1.50%

Lifetime Five Income Benefit (current charge)	0.60%

Spousal Lifetime Five Income Benefit (current charge)	0.75%

Highest Daily Lifetime Five Income Benefit (current charge)	0.60%

Highest Daily Lifetime Seven (current charge): assessed against Protected Withdrawal Value /7/	0.60%

Spousal Highest Daily Lifetime Seven (current charge): assessed against Protected Withdrawal Value/ 7/	0.75%

Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals - (for contracts sold on or after January 20, 2004 or upon subsequent state approval) - as a percentage of average GMIB Protected Value (current charge) /8/	0.50%

Maximum Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals as - as a percentage of average GMIB Protected Value	1.00%

Annual Income Appreciator Benefit Charge and Charge upon certain Withdrawals/Annuitizations /9/	0.25%

Annual Earnings Appreciator Charge and Charge upon certain Transactions /10/	0.30%

Possible Additional Charge if 66 or older (i.e., 0.40% total charge if 66 or older, for certain contracts)	0.10%

Settlement Service Charge (if the Owner's beneficiary elects the Beneficiary Continuation Option) /11/	1.00%

4 Currently, we waive this fee if your Contract Value is greater than or equal to \$100,000. If your Contract Value is less than \$100,000, we currently charge the lesser of \$50 or 2% of your Contract Value. This is a single fee that we assess (a) annually or (b) upon a full withdrawal made on a date other than a contract anniversary. As shown in the table, we can increase this fee in the future up to a maximum of \$60, but we have no current intention to do so.

5 The 1.65%, 1.90%, and 2.00% charges listed here apply to any Strategic Partners FlexElite contract sold on or after May 1, 2003, or upon subsequent state approval. For all other contracts, these charges are 1.60%, 1.80%, and 1.90%, respectively. We also reserve the right to impose an additional insurance charge of 0.10% annually of average Contract Value for contracts issued to those aged 76 or older, and sold prior to May 1, 2003 or upon subsequent state

SUMMARY OF CONTRACT EXPENSES continued

approval. The Highest Daily Value Death Benefit is available only with respect to the version of the contract sold on or after May 1, 2003, or upon subsequent state approval.

6 We reserve the right to increase the charge to the maximum charge indicated, upon any step-up or reset under the benefit, or new election of the benefit. However, we have no present intention of doing so. 7 With respect to Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven, the 0.60% charge and 0.75% charge, respectively, is assessed against the Protected Withdrawal Value. With respect to each of Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven, one-fourth of the annual charge is deducted at the end of each quarter, where the quarters are part of years that have as their anniversary the date that the benefit was elected. The fee is taken out of Contract Value in the variable investment options. These optional benefits are not available under the Beneficiary Continuation Option.

8 We impose this charge only if you choose the Guaranteed Minimum Income Benefit. This charge is equal to 0.50% for contracts sold on or after January 20, 2004, or upon subsequent state approval (0.45% for all other contracts) of the average GMIB protected value, which is calculated daily and generally is equal to the GMIB roll-up value. The fee is withdrawn from each variable investment option in the same proportion as the Contract Value allocated to that variable investment option represents to the total Contract Value in all variable investment options. Subject to certain age restrictions, the roll-up value is the total of all invested purchase payments (after a reset, the Contract Value at the time of the reset) compounded daily at an effective annual rate of 5%, subject to a cap of 200% of all invested purchase payments. Withdrawals reduce both the roll-up value and the 200% cap. The reduction is equal to the amount of the withdrawal for the first 5% of the roll-up value, calculated as of the latest contract anniversary (or contract date). The amount of the withdrawal in excess of 5% of the roll-up value further reduces the roll-up value and 200% cap proportionally to the additional reduction in Contract Value after the first 5% withdrawal occurs. We assess this fee each contract anniversary and when you begin the income phase of your contract. We also assess this fee if you make a full withdrawal, but prorate the fee based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted. If you make a partial withdrawal, we will assess the prorated fee if the remaining Contract Value after the withdrawal would be less than the amount of the prorated fee; otherwise we will not assess the fee at that time. We reserve the right to increase this charge to the maximum indicated upon any reset of the benefit or new election.

9 We impose this charge only if you choose the Income Appreciator Benefit.

The charge for this benefit is based on an annual rate of 0.25% of your Contract Value. The Income Appreciator Benefit charge is calculated: on each contract anniversary, on the annuity date, if a death benefit is payable, upon the death of the sole owner or first to die of the owner or joint owner prior to the annuity date, upon a full or partial withdrawal, and upon a subsequent purchase payment. The fee is based on the Contract Value at the time of the calculation, and is prorated based on the portion of the contract year since the date that the charge was last deducted. Although it may be calculated more often, it is deducted only: on each contract anniversary, on the annuity date, if a death benefit is payable, upon the death of the sole owner or first to die of the owner or joint owners prior to the annuity date, upon a full withdrawal, and upon a partial

withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then-applicable charge. With respect to full and partial withdrawals, we prorate the fee based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted. We reserve the right to calculate and deduct the fee more frequently than annually, such as quarterly.

10 We impose this charge only if you choose the Earnings Appreciator Benefit.

We deduct this charge annually. We also deduct this charge if you make a full withdrawal or enter the income phase of your contract, or if a death benefit is payable, but prorate the fee to reflect a partial rather than full year. If you make a partial withdrawal, we will deduct the prorated fee if the remaining Contract Value after the withdrawal would be less than the amount of the prorated fee; otherwise we will not deduct the fee at that time. The fee is also calculated when you make any purchase payment or withdrawal but we do not deduct it until the next deduction date. For contracts sold prior to May 1, 2003, or upon subsequent state approval, we reserve the right to impose an additional charge of 0.10% annually of Contract Value for contracts issued to those aged 66 or older, under which the Earnings Appreciator Benefit has been selected.

11 The other Insurance and Administrative Expense Charges do not apply if you are a beneficiary under the Beneficiary Continuation Option. Instead, the Settlement Service Charge set forth here applies, if your beneficiary elects the Beneficiary Continuation Option.

TOTAL ANNUAL MUTUAL FUND OPERATING EXPENSES

The next item shows the minimum and maximum total operating expenses (expenses that are deducted from underlying mutual fund assets, including management fees, distribution and/or service (12b-1) fees, and other expenses) charged by the underlying mutual funds that you may pay periodically during the time that you own the contract. More detail concerning each underlying mutual fund's fees and expenses is contained below and in the prospectus for each underlying mutual fund. The minimum and maximum total operating expenses depicted below are based on historical fund expenses for the year ended December 31, 2007. Fund expenses are not fixed or guaranteed by the Strategic Partners FlexElite contract, and may vary from year to year.

MINIMUM MAXIMUM		

Total Annual Underlying Mutual Fund	0.37%	1.65%
Operating Expenses*		

* See, "Summary of Contract Expenses" - "Underlying Mutual Fund Portfolio Annual Expenses" for more detail on the expenses of the underlying mutual funds.

UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

(as a percentage of the average net assets of the underlying Portfolios)

For the year ended December 31, 2007

UNDERLYING PORTFOLIO	Management Fee /4/ Expenses	Other Portfolio Fees & Expenses /6/ Expenses	12b-1 Fees Portfolio Expenses	Acquired	Total Annual
Advanced Series Trust /1,3/					
AST Advanced Strategies	0.85%	0.15%	0.00%	0.04%	1.04%
AST Aggressive Asset Allocation /2/	0.15%	0.03%	0.00%	0.96%	1.14%
AST AllianceBernstein Core Value	0.75%	0.11%	0.00%	0.00%	0.86%
AST AllianceBernstein Growth & Income	0.75%	0.08%	0.00%	0.00%	0.83%
AST American Century Income & Growth	0.75%	0.11%	0.00%	0.00%	0.86%
AST American Century Strategic Allocation	0.85%	0.25%	0.00%	0.00%	1.10%
AST Balanced Asset Allocation /2/	0.15%	0.01%	0.00%	0.90%	1.06%
AST Capital Growth Asset Allocation /2/	0.15%	0.01%	0.00%	0.93%	1.09%
AST Cohen & Steers Realty Portfolio	1.00%	0.12%	0.00%	0.00%	1.12%
AST Conservative Asset Allocation /2/	0.15%	0.02%	0.00%	0.87%	1.04%
AST DeAM Large-Cap Value	0.85%	0.11%	0.00%	0.00%	0.96%
AST DeAM Small-Cap Value	0.95%	0.18%	0.00%	0.00%	1.13%
AST Federated Aggressive Growth	0.95%	0.11%	0.00%	0.00%	1.06%
AST First Trust Balanced Target	0.85%	0.11%	0.00%	0.00%	0.96%
AST First Trust Capital Appreciation Target	0.85%	0.11%	0.00%	0.00%	0.96%
AST Goldman Sachs Concentrated Growth	0.90%	0.10%	0.00%	0.00%	1.00%
AST Goldman Sachs Mid-Cap Growth	1.00%	0.12%	0.00%	0.00%	1.12%
AST High Yield	0.75%	0.12%	0.00%	0.00%	0.87%
AST Investment Grade Bond /5/	0.65%	0.99%	0.00%	0.00%	1.64%
AST JPMorgan International Equity	0.87%	0.13%	0.00%	0.00%	1.00%
AST Large-Cap Value	0.75%	0.08%	0.00%	0.00%	0.83%
AST Lord Abbett Bond-Debtenture	0.80%	0.11%	0.00%	0.00%	0.91%
AST Marsico Capital Growth	0.90%	0.08%	0.00%	0.00%	0.98%
AST MFS Global Equity	1.00%	0.21%	0.00%	0.00%	1.21%
AST MFS Growth	0.90%	0.12%	0.00%	0.00%	1.02%
AST Mid-Cap Value	0.95%	0.14%	0.00%	0.00%	1.09%
AST Neuberger Berman Mid-Cap Growth	0.90%	0.10%	0.00%	0.00%	1.00%
AST Neuberger Berman Mid-Cap Value	0.89%	0.10%	0.00%	0.00%	0.99%
AST Neuberger Berman Small-Cap Growth	0.95%	0.12%	0.00%	0.00%	1.07%
AST PIMCO Limited Maturity Bond	0.65%	0.11%	0.00%	0.00%	0.76%
AST Preservation Asset Allocation /2/	0.15%	0.03%	0.00%	0.82%	1.00%
AST QMA US Equity Alpha	1.00%	0.63%	0.00%	0.00%	1.63%
AST Small-Cap Growth	0.90%	0.15%	0.00%	0.00%	1.05%
AST Small-Cap Value	0.90%	0.10%	0.00%	0.00%	1.00%
AST T. Rowe Price Asset Allocation	0.85%	0.12%	0.00%	0.00%	0.97%
AST T. Rowe Price Global Bond	0.80%	0.13%	0.00%	0.00%	0.93%
AST T. Rowe Price Natural Resources	0.90%	0.10%	0.00%	0.00%	1.00%
AST T. Rowe Price Large-Cap Growth	0.88%	0.08%	0.00%	0.00%	0.96%
AST UBS Dynamic Alpha Strategy	1.00%	0.13%	0.00%	0.02%	1.15%
AST Western Asset Core Plus Bond /5/	0.70%	0.10%	0.00%	0.02%	0.82%
The Prudential Series Fund /7,8,9/					
Equity Portfolio	0.45%	0.02%	0.00%	0.00%	0.47%
Global Portfolio	0.75%	0.06%	0.00%	0.00%	0.81%
Jennison Portfolio	0.60%	0.02%	0.00%	0.00%	0.62%
Money Market Portfolio	0.40%	0.03%	0.00%	0.00%	0.43%
Stock Index Portfolio /10/	0.35%	0.02%	0.00%	0.00%	0.37%
Value Portfolio	0.40%	0.03%	0.00%	0.00%	0.43%
SP Aggressive Growth Asset Allocation Portfolio	0.05%	0.06%	0.00%	0.85%	0.96%
SP Balanced Asset Allocation Portfolio	0.05%	0.01%	0.00%	0.79%	0.85%
SP Conservative Asset Allocation Portfolio	0.05%	0.02%	0.00%	0.75%	0.82%
SP Davis Value Portfolio	0.75%	0.05%	0.00%	0.00%	0.80%

SUMMARY OF CONTRACT EXPENSES continued

UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

(as a percentage of the average net assets of the underlying Portfolios)

For the year ended December 31, 2007

UNDERLYING PORTFOLIO	Management Fee /4/ Expenses	Other Portfolio Fees & Expenses /6/ Expenses	12b-1 Fees Portfolio Expenses	Acquired	Total Annual
SP Growth Asset Allocation Portfolio	0.05%	0.01%	0.00%	0.83%	0.89%
SP International Growth Portfolio	0.85%	0.09%	0.00%	0.00%	0.94%
SP International Value Portfolio	0.90%	0.09%	0.00%	0.00%	0.99%
SP Mid Cap Growth Portfolio	0.80%	0.07%	0.00%	0.00%	0.87%
SP PIMCO High Yield Portfolio	0.60%	0.09%	0.00%	0.00%	0.69%
SP PIMCO Total Return Portfolio	0.60%	0.07%	0.00%	0.00%	0.67%
SP Prudential U.S. Emerging Growth Portfolio	0.60%	0.05%	0.00%	0.00%	0.65%
SP Small Cap Value Portfolio	0.90%	0.06%	0.00%	0.00%	0.96%
SP Strategic Partners Focused Growth Portfolio	0.90%	0.25%	0.00%	0.00%	1.15%
Janus Aspen Series					
Large Cap Growth Portfolio--Service Shares	0.64%	0.02%	0.25%	0.01%	0.92%
Nationwide Variable Insurance Trust					
Gartmore NVIT Developing Markets/11/	1.05%	0.35%	0.25%	N/A	1.65%

1 The Fund has entered into arrangements with the issuers of the variable insurance products offering the Portfolios under which the Fund compensates the issuers 0.10% for providing ongoing services to Portfolio shareholders in lieu of the Fund providing such services directly to shareholders. Amounts paid under these arrangements are included in "Other Expenses." Subject to the expense limitations set forth below, for each Portfolio of the Fund other than the Dynamic Asset Allocation Portfolios, 0.03% of the 0.10% administrative services fee is voluntarily waived. The Dynamic Asset Allocation Portfolios do not directly pay any portion of the 0.10% administrative service fee. The Acquired Portfolios in which the Dynamic Asset Allocation Portfolios invest, however, are subject to the administrative services fee. With respect to the AST QMA US Equity Alpha Portfolio, "Other Expenses" includes dividend expenses on short sales and interest expenses on short sales. Our reference above to the Dynamic Asset Allocation Portfolios refers to these portfolios: AST Aggressive Asset Allocation, AST Balanced Asset Allocation, AST Capital Growth Asset Allocation, AST Conservative Asset Allocation, and AST Preservation Asset Allocation.

2 Some of the Portfolios invest in other investment companies (the Acquired Portfolios). For example, each Dynamic Asset Allocation Portfolio invests primarily in shares of other Portfolios of Advanced Series Trust. Investors in a Portfolio indirectly bear the fees and expenses of the Acquired Portfolios. The expenses shown under "Acquired Portfolio Fees and Expenses" represent a weighted average of the expense ratios of the Acquired Portfolios in which each Portfolio invested during the year ended December 31, 2007. The Dynamic Asset Allocation Portfolios do not pay any transaction fees when purchasing or redeeming shares of the Acquired Portfolios. Our reference above to the Dynamic Asset Allocation Portfolios refers to these portfolios: AST Aggressive Asset Allocation, AST Balanced Asset Allocation, AST Capital Growth Asset Allocation, AST Conservative Asset Allocation, and AST Preservation Asset Allocation. 3 Prudential Investments LLC and AST Investment Services, Inc. have voluntarily agreed to waive a portion of their management fee and/or limit total expenses (expressed as an annual percentage of average daily net assets) for certain Portfolios of the Fund. These arrangements, which are set forth as follows, may be discontinued or otherwise modified at any time. AST American Century Strategic Allocation: 1.25%; AST Cohen & Steers Realty: 1.45%; AST DeAM Small-Cap Value: 1.14%; AST Goldman Sachs Concentrated Growth: 0.86%; AST Goldman Sachs Mid-Cap Growth: 1.12%; AST High Yield: 0.88%; AST JPMorgan International Equity: 1.01%; AST Large-Cap Value: 1.20%; AST Lord Abbett Bond-Debt: 0.88%; AST MFS Global Equity: 1.18%; AST MFS Growth: 1.35%; AST Marsico Capital Growth: 1.35%; AST Mid-Cap Value: 1.45%; AST Neuberger Berman Mid-Cap Growth: 1.25%; AST Neuberger Berman Mid-Cap Value: 1.25%; AST PIMCO Limited Maturity Bond: 1.05%; AST T. Rowe Price Asset Allocation: 1.25%; AST T. Rowe Price Natural Resources: 1.35%.

4 The management fee rate shown in the "management fees" column represents the actual fee rate paid by the indicated Portfolio for the fiscal year ended December 31, 2007, except that the fee rate shown does not reflect the impact of any voluntary management fee waivers that may be applicable and which would result in a reduction in the fee rate paid by the Portfolio. The management fee rate for certain Portfolios may include "breakpoints" which are reduced fee rates that are applicable at specified levels of Portfolio assets; the effective fee rates shown in the table reflect and incorporate any fee "breakpoints" which may be applicable. 5 The Western Asset Core Plus Bond Portfolio is based on estimated expenses for 2008 and current period average daily net assets. The AST Investment Grade Bond Portfolio expenses are based on estimated expenses for 2008 at an estimated asset level.

6 Acquired Fund Fees and Expenses are not fees or expenses incurred by the fund directly but are expenses of the investment companies in which the fund invests. You incur these fees and expenses indirectly through the valuation of the fund's investment in those investment companies. As a result, the Total Annual Portfolio Operating Expenses listed above may exceed the expense limit numbers. The impact of the acquired fund fees and expenses are included in the total returns of the Fund.

7 Investors incur certain fees and expenses in connection with an investment in the Fund's Portfolios. The following table shows the fees and expenses that you may incur if you invest in Class 1 shares of the Portfolios through a variable annuity contract. The fees and expenses shown below are based the fees and expenses incurred in the year ended December 31, 2007 (except as explained in the footnotes) and are expressed as a percentage of the average daily net assets of each Portfolio. The table does not include annuity contract charges. Because annuity contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the following table. See this prospectus for the fees and expenses under the annuity contract. 8 Some of the Portfolios invest in other investment companies (the Acquired Portfolios). For example, each SP Asset Allocation Portfolio invests in shares of other Portfolios of the Fund, and some Portfolios invest in other funds, including the Dryden Core Investment Fund. Investors in a Portfolio indirectly bear

the fees and expenses of the Acquired Portfolios. The expenses shown in the column "Acquired Portfolio Fees and Expenses" represent a weighted average of the expense ratios of the Acquired Portfolios in which each Portfolio invested during the year ended December 31, 2007. The SP Asset Allocation Portfolios do not pay any transaction fees when purchasing or redeeming shares of the Acquired Portfolios. Each of the Asset Allocation Portfolios is responsible for the payment of its own "Other Expenses," including, without limitation, custodian fees, legal fees, trustee fees and audit fee, in accordance with the terms of the management agreement.

9 Prudential Investments LLC has voluntarily agreed to waive a portion of its management fee and/or limit total expenses (expressed as an annual percentage of average daily net assets) for certain Portfolios of the Fund. These arrangements, which are set forth as follows for Class 1 shares, may be discontinued or otherwise modified at any time.

Stock Index Portfolio:

0.75%; Value Portfolio: 0.75%; SP International Growth Portfolio: 1.24%; SP Mid Cap Growth Portfolio: 1.00%; SP Small Cap Value Portfolio: 1.05%; SP Strategic Partners Focused Growth Portfolio: 1.25%.

10 The Portfolio's contractual management fee rate is as follows: 0.35% for average net assets up to \$4 billion, and 0.30% for average net assets in excess of \$4 billion.

11 The Trust and the Adviser have entered into a written contract limiting operating expenses to 1.40% for all share classes until May 1, 2009.

EXPENSE EXAMPLES

These examples are intended to help you compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include contract owner transaction expenses, Contract Fees, separate account annual expenses, and underlying mutual fund fees and expenses.

The examples assume that you invest \$10,000 in the contract for the time periods indicated. The examples also assume that your investment has a 5% return each year and assume the maximum fees and expenses of any of the mutual funds, which do not reflect any expense

reimbursements or waivers. Although your actual costs may be higher or lower, based on these assumptions, your costs would be as indicated in the tables that follow.

Expense Examples for subsequent version of Strategic Partners FlexElite sold on or after May 1, 2003

Example 1a: Highest Daily Value Death Benefit; Guaranteed Minimum Income Benefit, Earnings Appreciator Benefit, Income Appreciator Benefit, Credit Elections, and You Withdraw All Your Assets

This example assumes that:

- . You invest \$10,000 in the Contract;
- . You choose the Highest Daily Value Death Benefit;
- . You choose the Earnings Appreciator Benefit;
- . You choose the Guaranteed Minimum Income Benefit (for contracts sold beginning January 20, 2004);
- . You choose the Income Appreciator Benefit;. You make credit elections prior to your 3rd/ and 6th/ contract anniversaries;
- . You allocate all of your assets to the variable investment option having the maximum total operating expenses*;
- . The investment has a 5% return each year;
- . The mutual fund's total operating expenses remain the same each year;
- . For each charge, we deduct the maximum charge rather than any current charge; and
- . You withdraw all your assets at the end of the indicated period.

* Note: Not all portfolios offered are available if you elect certain optional benefits.

Example 1b: Highest Daily Value Death Benefit; Guaranteed Minimum Income Benefit, Earnings Appreciator Benefit, Income Appreciator Benefit, Credit Elections, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 1a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 2a: Base Death Benefit and You Withdraw All Your Assets

This example assumes that:

- . You invest \$10,000 in the Contract;
- . You choose the Base Death Benefit;
- . You allocate all of your assets to the variable investment option having the maximum total operating expenses;
- . The investment has a 5% return each year;
- . The mutual fund's total operating expenses remain the same each year;
- . For each charge, we deduct the maximum charge rather than any current charge*;
- . You do not make a credit election; and
- . You withdraw all your assets at the end of the indicated period.

* Note: Not all portfolios offered are available if you elect certain optional benefits.

Example 2b: Base Death Benefit and You Do Not Withdraw All Your Assets

This example makes exactly the same assumptions as Example 2a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Expense Examples for original version of Strategic Partners FlexElite

Example 3a: Greater of roll-up and step-up GMDB; Earnings Appreciator Benefit; Credit Elections and You Withdraw All Your Assets

This example assumes that:

- . You invest \$10,000 in the Contract;
- . You choose the Greater of roll-up and step-up GMDB;
- . You choose the Earnings Appreciator Benefit;
- . You make credit elections prior to your 3rd/ and 6th/ contract anniversaries;
- . You allocate all of your assets to the variable investment option having the maximum total operating expenses;
- . The investment has a 5% return each year;
- . The mutual fund's total operating expenses remain the same each year;
- . For each charge, we deduct the maximum charge rather than any current charge; and
- . You withdraw all your assets at the end of the indicated period.

Example 3b: Greater of roll-up and step-up GMDB; Earnings Appreciator Benefit; Credit Elections; and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 3a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 4a: Base Death Benefit and You Withdraw All Your Assets

This example assumes that:

- . You invest \$10,000 in the Contract;
 - . You choose the Base Death Benefit;
 - . You allocate all of your assets to the variable investment option having the maximum total operating expenses;
 - . The investment has a 5% return each year;
 - . The mutual fund's total operating expenses remain the same each year;
 - . For each charge, we deduct the maximum charge rather than any current charge;*
-

- . You do not make a credit election; and
- . You withdraw all your assets at the end of the indicated period.

* Note: Not all portfolios offered are available if you elect certain optional benefits.

Example 4b: Base Death Benefit and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 4a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Notes For Expense Examples:

These Examples should not be considered a representation of past or future expenses. Actual expenses may be greater or less than those shown.

Note that withdrawal charges (which are reflected in Examples 1a, 2a, 3a, and 4a) are assessed in connection with some annuity options, but not others.

The values shown in the 10 year column are the same for the examples with withdrawal charges and the examples without withdrawal charges. This is because, if 3 or more years have elapsed since your last credit election before your 6/th/ contract anniversary, no withdrawal charges apply.

The examples use an average contract maintenance charge, which we calculated based on our general estimate of the total contract fees we expect to collect in 2008. Your actual fees will vary based on the amount of your contract and your specific allocation among the investment options.

Premium taxes are not reflected in the examples. We deduct a charge to approximate premium taxes that may be imposed on us in your state.

EXPENSE EXAMPLES continued

The table of accumulation unit values appears in Appendix A to this prospectus.

Highest Daily Value Death Benefit; Guaranteed Minimum Income Benefit; Earnings Appreciator Benefit; Income Appreciator Benefit; Credit Elections

Example 1a: If You Withdraw Your Assets Example 1b: If You Do Not Withdraw Your Assets

Example 1a: If You Withdraw Your Assets				Example 1b: If You Do Not Withdraw Your Assets			
1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,193	\$2,309	\$3,418	\$5,524	\$563	\$1,679	\$2,788	\$5,524

Base Death Benefit

Example 2a: If You Withdraw Your Assets Example 2b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$993	\$1,733	\$1,864	\$3,862	\$363	\$1,103	\$1,864	\$3,862

Greater of Roll-Up and Step-Up Guaranteed Minimum Death Benefit; Earnings Appreciator Benefit; Credit Elections

Example 3a: If You Withdraw Your Assets Example 3b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,057	\$1,919	\$2,802	\$4,458	\$427	\$1,289	\$2,172	\$4,458

Base Death Benefit

Example 4a: If You Withdraw Your Assets Example 4b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$993	\$1,733	\$1,864	\$3,862	\$363	\$1,103	\$1,864	\$3,862

PART II SECTIONS 1-11

STRATEGIC PARTNERS FLEXELITE PROSPECTUS

1: WHAT IS THE STRATEGIC PARTNERS FLEXELITE VARIABLE ANNUITY?

The Strategic Partners FlexElite Variable Annuity is a contract between you, the owner, and US, Pruco Life Insurance Company (Pruco Life, we or us).

Under our contract, in exchange for your payment to us, we promise to pay you a guaranteed income stream that can begin any time after the second contract anniversary. Your annuity is in the accumulation phase until you decide to begin receiving annuity payments. The date you begin receiving annuity payments is the annuity date. On the annuity date, your contract switches to the income phase.

This annuity contract benefits from tax deferral when it is sold outside a tax-favored plan (generally called a non-qualified annuity). Tax deferral means that you are not taxed on earnings or appreciation on the assets in your contract until you withdraw money from your contract.

If you purchase the annuity contract in a tax-favored plan such as an IRA, that plan generally provides tax deferral even without investing in an annuity contract. In other words, you need not purchase this contract to gain the preferential tax treatment provided by your retirement plan. Therefore, before purchasing an annuity in a tax-favored plan, you should consider whether its features and benefits beyond tax deferral, including the death benefit and income benefits, meet your needs and goals. You should consider the relative features, benefits and costs of this annuity compared with any other investment that you may use in connection with your retirement plan or arrangement.

Strategic Partners FlexElite is a variable annuity contract. During the accumulation phase, you can allocate your assets among the variable investment options, guaranteed fixed interest rate options, and a market value adjustment option. If you select variable investment options, the amount of money you are able to accumulate in your contract during the accumulation phase depends upon the investment performance of the underlying mutual fund(s) associated with that variable investment option.

Because the underlying mutual funds' portfolios fluctuate in value depending upon market conditions, your Contract Value can either increase or decrease. This is important, since the amount of the annuity payments you receive during the income phase depends upon the value of your contract at the time you begin receiving payments.

As the owner of the contract, you have all of the decision-making rights under the contract. You will also be the annuitant unless you designate someone else. The annuitant is the person whose life is used to determine how much and how long (if applicable) the annuity payments will continue once the income phase begins. On or after the annuity date, the annuitant may not be changed.

The beneficiary is the person(s) or entity you designate to receive any death benefit. You may change the beneficiary any time prior to the annuity date by making a written request to us.

SHORT TERM CANCELLATION RIGHT OR "FREE LOOK"

If you change your mind about owning Strategic Partners FlexElite, you may cancel your contract within 10 days after receiving it (or whatever period is required by applicable law). You can request a refund by returning the contract either to the representative who sold it to you, or to the Prudential Annuity Service Center at the address shown on the first page of this prospectus. You will receive, depending on applicable state law:

. Your full purchase payment less any applicable federal and state income tax withholding; or

. The amount your contract is worth as of the day we receive your request, less any applicable federal and state income tax withholding. This amount may be more or less than your original payment. We impose neither a withdrawal charge nor any market value adjustment if you cancel your contract under this provision.

To the extent dictated by state law, we will include in your refund the amount of any fees and charges that we deducted.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE?

The contract gives you the choice of allocating your purchase payments to any of the variable investment options, fixed interest rate options, and a market value adjustment option.

The variable investment options invest in underlying mutual funds managed by leading investment advisers. These underlying mutual funds may sell their shares to both variable annuity and variable life separate accounts of different insurance companies, which could create the kinds of risks that are described in more detail in the current prospectus for the underlying mutual fund. The current prospectuses for the underlying mutual funds also contain other important information about the mutual funds. When you invest in a variable investment option that is funded by a mutual fund, you should read the mutual fund prospectus and keep it for future reference. The mutual fund options that you select are your choice. We do not recommend or endorse any particular underlying mutual fund.

VARIABLE INVESTMENT OPTIONS

The following chart classifies each of the portfolios based on our assessment of their investment style (as of the date of this prospectus). The chart also provides a description of each portfolio's investment objective and a short, summary description of their key policies to assist you in determining which portfolios may be of interest to you. What appears in the chart below is merely a summary - please consult the portfolio's prospectus for a comprehensive discussion of the portfolio's investment policies. There is no guarantee that any portfolio will meet its investment objective. The name of the adviser/sub-adviser for each portfolio appears next to the description.

The Jennison Portfolio, Prudential Equity Portfolio, Prudential Global Portfolio, Prudential Money Market Portfolio, Prudential Stock Index Portfolio, Prudential Value Portfolio, and each "SP" Portfolio of the Prudential Series Fund, are managed by an indirect, wholly-owned subsidiary of Prudential Financial, Inc. called Prudential Investments LLC (PI) under a "manager-of-managers" approach. The portfolios of the Advanced Series Trust are co-managed by PI and AST Investment Services, Inc., also under a manager-of-managers approach. AST Investment Services, Inc. is an indirect, wholly-owned subsidiary of Prudential Financial, Inc.

Under the manager-of-managers approach, PI and AST Investment Services, Inc. have the ability to assign sub-advisers to manage specific portions of a portfolio, and the portion managed by a sub-adviser may vary from 0% to 100% of the portfolio's assets. The sub-advisers that manage some or all of a portfolio are listed on the following chart.

Please note that we restrict the investment options in which you can participate, if you elect certain optional benefits. Thus, your participation in those benefits could result in your missing investment opportunities that might arise in investment options from which you are excluded. (Of course, potentially missing investment opportunities in investment options in which you do not participate is an inherent consequence of any investment choice, and generally speaking, it is your decision as to how to invest your Purchase Payments).

A fund or portfolio may have a similar name or an investment objective and investment policies resembling those of a mutual fund managed by the same investment adviser that is sold directly to the public. Despite such similarities, there can be no assurance that the investment performance of any such fund or portfolio will resemble that of the publicly available mutual fund.

Pruco Life has entered into agreements with certain underlying portfolios and/or the investment adviser or distributor of such portfolios. Pruco Life may provide administrative and support services to such portfolios pursuant to the terms of these agreements and under which it receives a fee of up to 0.55% annually (as of May 1, 2008) of the average assets allocated to the portfolio under the contract. These agreements, including the fees paid and services provided, can vary for each underlying mutual fund whose portfolios are offered as sub-accounts.

In addition, an investment adviser, sub-adviser or distributor of the underlying portfolios may also compensate us by providing reimbursement, defraying the costs of, or paying directly for, among other things, marketing and/or administrative services and/or other services they provide in connection with the contract. These services may include, but are not limited to: sponsoring or co-sponsoring various promotional, educational or marketing meetings and seminars attended by distributors, wholesalers, and/or broker dealer firms' registered representatives, and creating marketing material discussing the contract, available options, and underlying portfolios. The amounts paid depend on the nature of the meetings, the number of meetings attended by the adviser, sub-adviser, or distributor, the number of participants and attendees at the meetings, the costs expected to be incurred, and the level of the adviser's, sub-adviser's or distributor's participation. These payments or reimbursements may not be offered by all advisers, sub-advisers, or distributors, and the amounts of such payments may vary between and among each adviser, sub-adviser, and distributor depending on their respective participation. During 2007, with regard to amounts that were paid under these kinds of arrangements, the amounts ranged from approximately \$750 to approximately \$946,934. These amounts may have been paid to one or more Prudential-affiliated insurers issuing individual variable annuities.

As detailed in the Prudential Series Fund prospectus, although the Prudential Money Market Portfolio is designed to be a stable investment option, it is possible to lose money in that portfolio. For example, when prevailing short-term interest rates are very low, the yield on the

Prudential Money Market Portfolio may be so low that, when separate account and contract charges are deducted, you experience a negative return.

Upon the introduction of the Advanced Series Trust Asset Allocation Portfolios on December 5, 2005, we ceased offering the Prudential Series Fund Asset Allocation Portfolios to new purchasers and to existing contract owners who had not previously invested in those portfolios. However, a contract owner who had Contract Value allocated to a Prudential Series Fund Asset Allocation Portfolio prior to December 5, 2005 may continue to allocate purchase payments to that Portfolio after that date. In addition, after December 5, 2005, we ceased offering the Prudential Series Fund SP Large Cap Value Portfolio to new purchasers and to existing contract owners who had not previously invested in that Portfolio. However, a contract owner who had Contract Value allocated to the SP Large Cap Value Portfolio prior to December 5, 2005 may continue to allocate purchase payments to that Portfolio after that date.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

ADVANCED SERIES TRUST

ASSET AST Advanced Strategies Portfolio: LSV Asset
ALLOCA seeks a high level of absolute Management;
TION/ return. The Portfolio invests Marsico Capital
BALANCED primarily in a diversified portfolio Management, LLC;
of equity and fixed income Pacific Investment
securities across different Management
investment categories and investment Company LLC
managers. The Portfolio pursues a (PIMCO); T. Rowe
combination of traditional and Price Associates,
non-traditional investment Inc.; William Blair
strategies. & Company, LLC

ASSET AST Aggressive Asset Allocation AST Investment
ALLOCA Portfolio: seeks the highest Services, Inc. &
TION/ potential total return consistent Prudential
BALANCED with its specified level of risk Investments LLC/
tolerance. The Portfolio will invest Prudential
its assets in several other Advanced Investments LLC
Series Trust Portfolios. Under
normal market conditions, the
Portfolio will devote approximately
100% of its net assets to underlying
portfolios investing primarily in
equity securities (with a range of
92.5% to 100%) and the remainder of
its net assets to underlying
portfolios investing primarily in
debt securities and money market
instruments (with a range of 0% -
7.5%).

LARGE AST AllianceBernstein Core Value AllianceBernstein
CAP Portfolio: seeks long-term capital L.P.
VALUE growth by investing primarily in
common stocks. The subadviser
expects that the majority of the
Portfolio's assets will be invested
in the common stocks of large
companies that appear to be
undervalued. Among other things, the
Portfolio seeks to identify
compelling buying opportunities
created when companies are
undervalued on the basis of investor
reactions to near-term problems or
circumstances even though their
long-term prospects remain sound.
The subadviser seeks to identify
individual companies with earnings
growth potential that may not be
recognized by the market at large.

LARGE AST AllianceBernstein Growth & AllianceBernstein
CAP Income Portfolio: seeks long-term L.P.
VALUE growth of capital and income while
attempting to avoid excessive
fluctuations in market value. The
Portfolio normally will invest in
common stocks (and securities
convertible into common stocks). The
subadviser will take a
value-oriented approach, in that it
will try to keep the Portfolio's
assets invested in securities that
are selling at reasonable valuations
in relation to their fundamental
business prospects.

LARGE AST American Century Income & Growth American Century
CAP Portfolio: seeks capital growth with Investment
VALUE current income as a secondary Management, Inc.

objective. The Portfolio invests primarily in common stocks that offer potential for capital growth, and may, consistent with its investment objective, invest in stocks that offer potential for current income. The subadviser utilizes a quantitative management technique with a goal of building an equity portfolio that provides better returns than the S&P 500 Index without taking on significant additional risk and while attempting to create a dividend yield that will be greater than the S&P 500 Index.

ASSET AST American Century Strategic American Century
ALLOCA Allocation Portfolio: seeks Investment
TION/ long-term capital growth with some Management, Inc.
BALANCED regular income. The Portfolio will
invest, under normal circumstances,
in any type of U.S. or foreign
equity security that meets certain
fundamental and technical standards.
The portfolio managers will draw on
growth, value and quantitative
investment techniques in managing
the equity portion of the Portfolio
and diversify the Portfolio's
investments among small, medium and
large companies.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

ASSET ALLOCA TION/ BALANCED	AST Balanced Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 75% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 67.5% to 80%), and 25% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 20.0% to 32.5%).	AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC

ASSET ALLOCA TION/ BALANCED	AST Capital Growth Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 65% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 57.5% to 72.5%, and 35% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 27.5% to 42.5%).	AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC

SPECIALTY	AST Cohen & Steers Realty Portfolio: seeks to maximize total return through investment in real estate securities. The Portfolio pursues its investment objective by investing, under normal circumstances, at least 80% of its net assets in common stocks and other equity securities issued by real estate companies, such as real estate investment trusts (REITs). Under normal circumstances, the Portfolio will invest substantially all of its assets in the equity securities of real estate companies, i.e., a company that derives at least 50% of its revenues from the ownership, construction, financing, management or sale of real estate or that has at least 50% of its assets in real estate. Real estate companies may include real estate investment trusts (REITs).	Cohen & Steers Capital Management, Inc.

ASSET ALLOCA TION/ BALANCED	AST Conservative Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 55% of its net assets to underlying portfolios investing primarily in	AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC

equity securities (with a range of 47.5% to 62.5%), and 45% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 37.5% to 52.5%.

LARGE CAP VALUE	AST DeAM Large-Cap Value Portfolio: seeks maximum growth of capital by investing primarily in the value stocks of larger companies. The Portfolio pursues its objective, under normal market conditions, by primarily investing at least 80% of the value of its assets in the equity securities of large-sized companies included in the Russell 1000(R) Value Index. The subadviser employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 1000(R) Value Index, but which attempts to outperform the Russell 1000(R) Value Index through active stock selection.	Deutsche Investment Management Americas, Inc.

SMALL CAP VALUE	AST DeAM Small-Cap Value Portfolio: seeks maximum growth of investors' capital by investing primarily in the value stocks of smaller companies. The Portfolio pursues its objective, under normal market conditions, by primarily investing at least 80% of its total assets in the equity securities of small-sized companies included in the Russell 2000(R) Value Index. The subadviser employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 2000(R) Value Index, but which attempts to outperform the Russell 2000(R) Value Index.	Deutsche Investment Management Americas, Inc.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
SMALL CAP GROWTH	AST Federated Aggressive Growth Portfolio: seeks capital growth. The Portfolio pursues its investment objective by investing primarily in the stocks of small companies that are traded on national security exchanges, NASDAQ stock exchange and the over-the-counter-market. Small companies will be defined as companies with market capitalizations similar to companies in the Russell 2000 Growth Index. .	Federated Equity Management Company of Pennsylvania/ Federated Global Investment Management Corp.; Federated MDTA LLC
ASSET ALLOCA TION/ BALANCED	AST First Trust Balanced Target Portfolio: seeks long-term capital growth balanced by current income. The Portfolio seeks to achieve its objective by investing approximately 65% in common stocks and approximately 35% in fixed income securities. The Portfolio allocates the equity portion of the portfolio across five uniquely specialized strategies - The Dow(R) Target Dividend, the Value Line(R) Target 25, the Global Dividend Target 15, the NYSE(R) International Target 25, and the Target Small Cap. Each strategy employs a quantitative approach by screening common stocks for certain attributes and/or using a multi-factor scoring system to select the common stocks. The fixed income allocation is determined by the Dow Jones Income strategy which utilizes certain screens to select bonds from the Dow Jones Corporate Bond Index or like-bonds not in the index.	First Trust Advisors L.P.
ASSET ALLOCA TION/ BALANCED	AST First Trust Capital Appreciation Target Portfolio: seeks long-term capital growth. The Portfolio seeks to achieve its objective by investing approximately 80% in common stocks and 20% in fixed income securities. The portfolio allocates the equity portion of the portfolio across five uniquely specialized strategies - the Value Line(R) Target 25, the Global Dividend Target 15, the Target Small Cap, the Nasdaq(R) Target 15, and the NYSE(R) International Target 25. Each strategy employs a quantitative approach by screening common stocks for certain attributes and/or using a multi-factor scoring system to select the common stocks. The fixed income allocation is determined by the Dow Jones Income strategy which utilizes certain screens to select bonds from the Dow Jones Corporate Bond Index or like-bonds not in the index.	First Trust Advisors L.P.
LARGE CAP GROWTH	AST Goldman Sachs Concentrated Growth Portfolio: seeks long-term growth of capital. The Portfolio will pursue its objective by investing primarily in equity securities of companies that the subadviser believes have the	Goldman Sachs Asset Management, L.P.

potential to achieve capital appreciation over the long-term. The Portfolio seeks to achieve its investment objective by investing, under normal circumstances, in approximately 30 - 45 companies that are considered by the subadviser to be positioned for long-term growth.

MID CAP GROWTH	AST Goldman Sachs Mid-Cap Growth Portfolio: seeks long-term capital growth. The Portfolio pursues its investment objective, by investing primarily in equity securities selected for their growth potential, and normally invests at least 80% of the value of its assets in medium-sized companies. Medium-sized companies are those whose market capitalizations (measured at the time of investment) fall within the range of companies in the Russell Mid-cap Growth Index. The subadviser seeks to identify individual companies with earnings growth potential that may not be recognized by the market at large.	Goldman Sachs Asset Management, L.P.

FIXED INCOME	AST High Yield Portfolio: seeks maximum total return, consistent with preservation of capital and prudent investment management. The Portfolio invests, under normal circumstances, at least 80% of its net assets plus any borrowings for investment purposes (measured at time of purchase) in high yield, fixed-income securities that, at the time of purchase, are non-investment grade securities. Such securities are commonly referred to as "junk bonds".	Pacific Investment Management Company LLC (PIMCO)

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

FIXED INCOME	AST Investment Grade Bond Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance to meet the parameters established to support the Highest Daily Lifetime Seven benefits and maintain liquidity to support changes in market conditions for a fixed duration (weighted average maturity) of about 6 years. Please note that you may not make purchase payments to this Portfolio, and that this Portfolio is available only with certain living benefits.	Prudential Investment Management, Inc.

INTER NATIONAL EQUITY	AST JPMorgan International Equity Portfolio: seeks long-term capital growth by investing in a diversified portfolio of international equity securities. The Portfolio seeks to meet its objective by investing, under normal market conditions, at least 80% of its assets in a diversified portfolio of equity securities of companies located or operating in developed non-U.S. countries and emerging markets of the world. The equity securities will ordinarily be traded on a recognized foreign securities exchange or traded in a foreign over-the-counter market in the country where the issuer is principally based, but may also be traded in other countries including the United States.	J.P. Morgan Investment Management, Inc.

LARGE CAP VALUE	AST Large-Cap Value Portfolio: seeks current income and long-term growth of income, as well as capital appreciation. The Portfolio invests, under normal circumstances, at least 80% of its net assets in common stocks of large capitalization companies. Large capitalization companies are those companies with market capitalizations within the market capitalization range of the Russell 1000 Value Index.	Dreman Value Management LLC; Hotchkis and Wiley Capital Management LLC; J.P. Morgan Investment Management, Inc.

FIXED INCOME	AST Lord Abbett Bond-Debenture Portfolio: seeks high current income and the opportunity for capital appreciation to produce a high total return. The Portfolio invests, under normal circumstances, at least 80% of the value of its assets in fixed income securities. The Portfolio allocates its assets principally among fixed income securities in four market sectors: U.S. investment grade securities, U.S. high yield securities, foreign securities (including emerging market securities) and convertible securities. Under normal circumstances, the Portfolio invests in each of the four sectors described above. However, the Portfolio may invest substantially all of its assets in any one sector at any time, subject to the limitation that at least 20% of the	Lord, Abbett & Co. LLC

Portfolio's net assets must be invested in any combination of investment grade debt securities, U.S. Government securities and cash equivalents. The Portfolio may also make significant investments in mortgage-backed securities. Although the Portfolio expects to maintain a weighted average maturity in the range of five to twelve years, there are no restrictions on the overall Portfolio or on individual securities. The Portfolio may invest up to 20% of its net assets in equity securities.

LARGE	AST Marsico Capital Growth	Marsico Capital
CAP	Portfolio: seeks capital growth.	Management, LLC

GROWTH	Income realization is not an investment objective and any income realized on the Portfolio's investments, therefore, will be incidental to the Portfolio's objective. The Portfolio will pursue its objective by investing primarily in common stocks of large companies that are selected for their growth potential. Large capitalization companies are companies with market capitalizations within the market capitalization range of the Russell 1000 Growth Index. In selecting investments for the Portfolio, the subadviser uses an approach that combines "top down" macroeconomic analysis with "bottom up" stock selection. The "top down" approach identifies sectors, industries and companies that may benefit from the trends the subadviser has observed. The subadviser then looks for individual companies with earnings growth potential that may not be recognized by the market at large, utilizing a "bottom up" stock selection process. The Portfolio will normally hold a core position of between 35 and 50 common stocks. The Portfolio may hold a limited number of additional common stocks at times when the Portfolio manager is accumulating new positions, phasing out existing or responding to exceptional market conditions.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
INTER NATIONAL EQUITY	AST MFS Global Equity Portfolio: seeks capital growth. Under normal circumstances the Portfolio invests at least 80% of its assets in equity securities. The Portfolio will invest in the securities of U.S. and foreign issuers (including issuers in emerging market countries). While the portfolio may invest its assets in companies of any size, the Portfolio generally focuses on companies with relatively large market capitalizations relative to the markets in which they are traded.	Massachusetts Financial Services Company
LARGE CAP GROWTH	AST MFS Growth Portfolio: seeks long-term capital growth and future, rather than current income. Under normal market conditions, the Portfolio invests at least 80% of its net assets in common stocks and related securities, such as preferred stocks, convertible securities and depositary receipts, of companies that the subadviser believes offer better than average prospects for long-term growth. The subadviser uses a "bottom up" as opposed to a "top down" investment style in managing the Portfolio.	Massachusetts Financial Services Company
MID CAP VALUE	AST Mid Cap Value Portfolio: seeks to provide capital growth by investing primarily in mid-capitalization stocks that appear to be undervalued. The Portfolio generally invests, under normal circumstances, at least 80% of the value of its net assets in mid-capitalization companies. Mid-capitalization companies are generally those that have market capitalizations, at the time of purchase, within the market capitalization range of companies included in the Russell Mid cap Value Index during the previous 12-months based on month-end data.	EARNEST Partners LLC; WEDGE Capital Management, LLP
MID CAP GROWTH	AST Neuberger Berman Mid-Cap Growth Portfolio: seeks capital growth. Under normal market conditions, the Portfolio invests at least 80% of its net assets in the common stocks of mid-capitalization companies. Mid-capitalization companies are those companies whose market capitalization is within the range of market capitalizations of companies in the Russell Mid cap(R) Growth Index. Using fundamental research and quantitative analysis, the subadviser looks for fast-growing companies that are in new or rapidly evolving industries.	Neuberger Berman Management Inc.
MID CAP VALUE	AST Neuberger Berman Mid-Cap Value Portfolio: seeks capital growth. Under normal market conditions, the Portfolio invests at least 80% of its net assets in the common stocks of medium capitalization companies. For purposes of the Portfolio,	Neuberger Berman Management Inc.

companies with market capitalizations that fall within the range of the Russell Mid cap(R) Index at the time of investment are considered medium capitalization companies. Some of the Portfolio's assets may be invested in the securities of large-cap companies as well as in small-cap companies. Under the Portfolio's value-oriented investment approach, the subadviser looks for well-managed companies whose stock prices are undervalued and that may rise in price before other investors realize their worth.

SMALL CAP GROWTH	AST Neuberger Berman Small-Cap Growth Portfolio: seeks maximum growth of investors' capital from a portfolio of growth stocks of smaller companies. The Portfolio pursues its objective, under normal circumstances, by primarily investing at least 80% of its total assets in the equity securities of small-sized companies included in the Russell 2000 Growth(R) Index.	Neuberger Berman Management Inc.

ASSET ALLOCA TION/ GROWTH	AST Niemann Capital Growth Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. Under normal circumstances, at least 90% of the Portfolio's assets will be invested in other portfolios of Advanced Series Trust (the underlying portfolios) while no more than 10% of the Portfolio's assets may be invested in exchange traded funds (ETFs). Under normal market conditions, the Portfolio will devote from 60% to 80% of its net assets to underlying portfolios and ETFs investing primarily in equity securities, and from 20% to 40% of its net assets to underlying portfolios and ETFs investing primarily in debt securities and money market instruments.	Niemann Capital Management Inc.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

FIXED INCOME	AST PIMCO Limited Maturity Bond Portfolio: seeks to maximize total return consistent with preservation of capital and prudent investment management. The Portfolio will invest in a portfolio of fixed-income investment instruments of varying maturities. The average portfolio duration of the Portfolio generally will vary within a one-to three- year time frame based on the subadviser's forecast for interest rates.	Pacific Investment Management Company LLC (PIMCO)

ASSET ALLOCA TION/ BALANCED	AST Preservation Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 35% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 27.5% to 42.5%), and 65% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 57.5% to 72.5%.	AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC

LARGE CAP BLEND	AST QMA US Equity Portfolio (formerly known as AST AllianceBernstein Managed Index 500 Portfolio): seeks to produce returns that exceed those of the benchmark. The portfolio utilizes a long/short investment strategy and will normally invest at least 80% of its net assets plus borrowings in equity and equity related securities of issuers traded on a securities exchange or market in the US. The benchmark index is the Russell 1000(R) which is comprised of stocks representing more than 90% of the market cap of the US market and includes the largest 1000 securities in the Russell 3000(R) index.	Quantitative Management Associates LLC

SMALL CAP GROWTH	AST Small-Cap Growth Portfolio: seeks long-term capital growth. The Portfolio pursues its objective by investing, under normal circumstances, at least 80% of the value of its assets in small-capitalization companies. Small-capitalization companies are those companies with a market capitalization, at the time of purchase, no larger than the largest capitalized company included in the Russell 2000(R) Index at the time of the Portfolio's investment.	Eagle Asset Management; Neuberger Berman Management Inc.

SMALL CAP VALUE	AST Small-Cap Value Portfolio: seeks to provide long-term capital growth by investing primarily in small-capitalization stocks that appear to be undervalued. The Portfolio invests, under normal	ClearBridge Advisors, LLC; Dreman Value Management LLC; J.P. Morgan Investment

circumstances, at least 80% of the value of its net assets in small capitalization stocks. Small capitalization stocks are the stocks of companies with market capitalization that are within the market capitalization range of the Russell 2000(R) Value Index.

Management, Inc.;
Lee Munder
Investments, Ltd

ASSET AST T. Rowe Price Asset Allocation T. Rowe Price
ALLOCA Portfolio: seeks a high level of Associates, Inc.
TION/ total return by investing primarily
BALANCED in a diversified portfolio of fixed
income and equity securities. The
Portfolio normally invests
approximately 60% of its total
assets in equity securities and 40%
in fixed income securities. This mix
may vary depending on the
subadviser's outlook for the
markets. The subadviser concentrates
common stock investments in larger,
more established companies, but the
Portfolio may include small and
medium-sized companies with good
growth prospects. The fixed income
portion of the Portfolio will be
allocated among investment grade
securities, high yield or "junk"
bonds, emerging market securities,
foreign high quality debt securities
and cash reserves.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
FIXED INCOME	AST T. Rowe Price Global Bond Portfolio: seeks to provide high current income and capital growth by investing in high-quality foreign and U.S. dollar-denominated bonds. The Portfolio will invest at least 80% of its total assets in fixed income securities. The Portfolio invests in all types of bonds, including those issued or guaranteed by U.S. or foreign governments or their agencies and by foreign authorities, provinces and municipalities as well as investment grade corporate bonds, mortgage and asset-backed securities, and high-yield bonds of U.S. and foreign issuers. The Portfolio generally invests in countries where the combination of fixed-income returns and currency exchange rates appears attractive, or, if the currency trend is unfavorable, where the subadviser believes that the currency risk can be minimized through hedging. The Portfolio may also invest up to 20% of its assets in the aggregate in below investment-grade, high-risk bonds ("junk bonds"). In addition, the Portfolio may invest up to 30% of its assets in mortgage- related (including mortgage dollar rolls and derivatives, such as collateralized mortgage obligations and stripped mortgage securities) and asset-backed securities.	T. Rowe Price International, Inc.
LARGE CAP GROWTH	AST T. Rowe Price Large-Cap Growth Portfolio: seeks long-term growth of capital by investing predominantly in the equity securities of a limited number of large, carefully selected, high-quality U.S. companies that are judged likely to achieve superior earnings growth. The Portfolio takes a growth approach to investment selection and normally invests at least 80% of its net assets in the common stocks of large companies. Large companies are defined as those whose market cap is larger than the median market cap of companies in the Russell 1000 Growth Index as of the time of purchase.	T. Rowe Price Associates, Inc.
SPECIALTY	AST T. Rowe Price Natural Resources Portfolio: seeks long-term capital growth primarily through the common stocks of companies that own or develop natural resources (such as energy products, precious metals and forest products) and other basic commodities. The Portfolio invests, under normal circumstances, at least 80% of the value of its assets in natural resource companies. The Portfolio may also invest in non-resource companies with the potential for growth. The Portfolio looks for companies that have the ability to expand production, to maintain superior exploration	T. Rowe Price Associates, Inc.

programs and production facilities, and the potential to accumulate new resources. Although at least 50% of Portfolio assets will be invested in U.S. securities, up to 50% of total assets also may be invested in foreign securities.

ASSET	AST UBS Dynamic Alpha Portfolio:	UBS Global Asset
ALLOCA	seeks to maximize total return,	Management
TION/	consisting of capital appreciation	(Americas) Inc.
BALANCED	and current income. The Portfolio	
	invests in securities and financial	
	instruments to gain exposure to	
	global equity, global fixed income	
	and cash equivalent markets,	
	including global currencies. The	
	Portfolio may invest in equity and	
	fixed income securities of issuers	
	located within and outside the	
	United States or in open-end	
	investment companies advised by UBS	
	Global Asset Management (Americas)	
	Inc., the Portfolio's subadviser, to	
	gain exposure to certain global	
	equity and global fixed income	
	markets.	

FIXED	AST Western Asset Core Plus Bond	Western Asset
INCOME	Portfolio: seeks to maximize total	Management
	return, consistent with prudent	Company
	investment management and liquidity	
	needs, by investing to obtain its	
	average specified duration. The	
	Portfolio's current target average	
	duration is generally 2.5 to 7	
	years. The Portfolio pursues this	
	objective by investing in all major	
	fixed income sectors with a bias	
	towards non-Treasuries.	

THE PRUDENTIAL SERIES FUND

LARGE	Equity Portfolio: seeks long-term	ClearBridge
CAP	growth of capital. The Portfolio	Advisors, LLC;
BLEND	invests at least 80% of its	Jennison Associates
	investable assets in common stocks	LLC
	of major established corporations as	
	well as smaller companies that the	
	subadvisers believe offer attractive	
	prospects of appreciation.	

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
INTER NATIONAL EQUITY	Global Portfolio: seeks long-term growth of capital. The Portfolio invests primarily in common stocks (and their equivalents) of foreign and U.S. companies. Each subadviser for the Portfolio generally will use either a "growth" approach or a "value" approach in selecting either foreign or U.S. common stocks.	LSV Asset Management; Marsico Capital Management, LLC; T. Rowe Price Associates, Inc.; William Blair & Company, LLC
LARGE CAP GROWTH	Jennison Portfolio: seeks long-term growth of capital. The Portfolio invests primarily in equity securities of major, established corporations that the subadviser believes offer above-average growth prospects. The Portfolio may invest up to 30% of its total assets in foreign securities. Stocks are selected on a company-by-company basis using fundamental analysis. Normally 65% of the Portfolio's total assets are invested in equity and equity-related securities of companies with capitalization in excess of \$1 billion.	Jennison Associates LLC
FIXED INCOME	Money Market Portfolio: seeks maximum current income consistent with the stability of capital and the maintenance of liquidity. The Portfolio invests in high-quality short-term money market instruments issued by the U.S. Government or its agencies, as well as by corporations and banks, both domestic and foreign. The Portfolio will invest only in instruments that mature in thirteen months or less, and which are denominated in U.S. dollars.	Prudential Investment Management, Inc.
ASSET ALLOCATION/ BALANCED	SP Aggressive Growth Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed-income Underlying Portfolios.	Prudential Investments LLC
ASSET ALLOCATION/ BALANCED	SP Balanced Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). The Portfolio will invest in equity and	Prudential Investments LLC

fixed-income Underlying Portfolios.

ASSET ALLOCA TION/ BALANCED	SP Conservative Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on fixed-income Underlying Portfolios but will also invest in equity Underlying Portfolios.	Prudential Investments LLC

LARGE CAP VALUE	SP Davis Value Portfolio: seeks growth of capital. The Portfolio invests primarily in common stocks of U.S. companies with market capitalizations within the market capitalization range of the Russell 1000 Value Index. It may also invest in stocks of foreign companies and U.S. companies with smaller capitalizations. The subadviser attempts to select common stocks of businesses that possess characteristics that the subadviser believe foster the creation of long-term value, such as proven management, a durable franchise and business model, and sustainable competitive advantages. The subadviser aims to invest in such businesses when they are trading at a discount to their intrinsic worth. There is a risk that "value" stocks can perform differently from the market as a whole and other types of stocks and can continue to be undervalued by the markets for long periods of time.	Davis Selected Advisers, L.P.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

ASSET ALLOCA TION/ BALANCED	SP Growth Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed- income Underlying Portfolios.	Prudential Investments LLC

INTER NATIONAL EQUITY	SP International Growth Portfolio: seeks long-term capital appreciation. The Portfolio invests primarily in equity-related securities of foreign issuers. The Portfolio invests primarily in the common stock of large and medium-sized foreign companies, although it may also invest in companies of all sizes. Under normal circumstances, the Portfolio invests at least 65% of its total assets in common stock of foreign companies operating or based in at least five different countries, which may include countries with emerging markets. The Portfolio looks primarily for stocks of companies whose earnings are growing at a faster rate than other companies or which offer attractive growth potential.	Marsico Capital Management, LLC; William Blair & Company, LLC.

INTER NATIONAL EQUITY	SP International Value Portfolio: seeks long-term capital appreciation. The Portfolio normally invests at least 80% of the Portfolio's assets in equity securities. The Portfolio will invest at least 65% of its net assets in the equity securities of companies in at least three different countries, without limit as to the amount of assets that may be invested in a single country.	LSV Asset Management; Thornburg Investment Management, Inc.

MID CAP GROWTH	SP Mid Cap Growth Portfolio: seeks long-term growth of capital. The Portfolio normally invests at least 80% of investable assets in common stocks and related securities, such as preferred stocks, convertible securities and depositary receipts of companies with medium market capitalizations, which the subadviser believes have above-average growth potential. The Portfolio generally defines medium market capitalization companies as those companies with market capitalizations within the market capitalization range of the Russell Mid Cap Growth(R) Index. The Portfolio's investments may include securities listed on a securities	Neuberger Berman Management Inc.

exchange or traded in the over-the-counter markets. The subadviser uses a bottom-up and top-down analysis in managing the Portfolio. This means that securities are selected based upon fundamental analysis, as well as a top-down approach to diversification by industry and company, and by paying attention to macro-level investment themes. The Portfolio may invest in foreign securities (including emerging markets securities).

FIXED INCOME	SP PIMCO High Yield Portfolio: seeks to maximize total return consistent with preservation of capital and prudent investment management. The Portfolio normally invests at least 80% of its investable assets in a diversified portfolio of high-yield/high-risk debt securities rated below high grade but rated at least CCC by Moody's Investor Services, Inc. or equivalently rated by Standard & Poor's Rating Group or fitch, or, if unrated, determined by the subadviser to be of comparable quality.	Pacific Investment Management Company LLC (PIMCO)

FIXED INCOME	SP PIMCO Total Return Portfolio: seeks to maximize total return consistent with preservation of capital and prudent investment management. The Portfolio will invest in a diversified portfolio of fixed-income investment instruments of varying maturities.	Pacific Investment Management Company LLC (PIMCO)

MID CAP GROWTH	SP Prudential U.S. Emerging Growth Portfolio: seeks long-term capital appreciation. The Portfolio normally invests at least 80% of investable assets in equity securities of small and medium sized U.S. companies that the subadviser believes have the potential for above-average earnings growth. The subadviser seeks to invest in companies that it believes are poised to benefit from an acceleration of growth or an inflection point in a company's growth rate that is not currently reflected in the stock price. The team uses a research-intensive approach based on internally generated fundamental research.	Jennison Associates LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
SMALL CAP VALUE	SP Small-Cap Value Portfolio: seeks long-term capital appreciation. The Portfolio normally invests at least 80% its net assets plus borrowings for investment purposes in the equity securities of small capitalization companies. The Portfolio generally defines small capitalization companies as those companies with market capitalization within the market capitalization range of the Russell 2000 Value Index. The Portfolio focuses on equity securities that are believed to be undervalued in the marketplace.	ClearBridge Advisors, LLC; Goldman Sachs Asset Management, L.P.
LARGE CAP GROWTH	SP Strategic Partners Focused Growth Portfolio: seeks long-term growth of capital. The Portfolio normally invests at least 65% of total assets in equity-related securities of U.S. companies that the subadvisers believe to have strong capital appreciation potential. The Portfolio's strategy is to combine the efforts of two subadvisers and to invest in the favorite stock selection ideas of three portfolio managers (two of whom invest as a team). Each subadviser to the Portfolio utilizes a growth style: Jennison selects approximately 20 securities and AllianceBernstein selects approximately 30 securities. The portfolio managers build a portfolio with stocks in which they have the highest confidence and may invest more than 5% of the Portfolio's assets in any one issuer. The Portfolio is nondiversified, meaning it can invest a relatively high percentage of its assets in a small number of issuers. Investing in a nondiversified portfolio, particularly a portfolio investing in approximately 50 equity-related securities, involves greater risk than investing in a diversified portfolio because a loss resulting from the decline in the value of one security may represent a greater portion of the total assets of a nondiversified portfolio.	AllianceBernstein L.P.; Jennison Associates LLC
LARGE CAP BLEND	Stock Index Portfolio: seeks investment results that generally correspond to the performance of publicly-traded common stocks. With the price and yield performance of the Standard & Poor's 500 Composite Stock Price Index (S&P 500) as the benchmark, the Portfolio normally invests at least 80% of investable assets in S&P 500 stocks. The S&P 500 represents more than 70% of the total market value of all publicly-traded common stocks and is widely viewed as representative of publicly-traded common stocks as a whole. The Portfolio is not "managed" in the traditional sense of using market and economic	Quantitative Management Associates LLC

analyses to select stocks. Rather, the portfolio manager purchases stocks in proportion to their weighting in the S&P 500.

LARGE CAP VALUE Value Portfolio: seeks capital appreciation. The Portfolio invests primarily in common stocks that the subadviser believes are undervalued - those stocks that are trading below their underlying asset value, cash generating ability and overall earnings and earnings growth. There is a risk that "value" stocks can perform differently from the market as a whole and other types of stocks and can continue to be undervalued by the markets for long periods of time. Normally at least 65% of the Portfolio's total assets is invested in the common stock and convertible securities of companies that the subadviser believes will provide investment returns above those of the Russell 1000(R) Value Index and, over the long term, the S&P 500 Index. Most of the investments will be securities of large capitalization companies. The Portfolio may invest up to 25% of its total assets in real estate investment trusts (REITs) and up to 30% of its total assets in foreign securities.

NATIONWIDE VARIABLE INSURANCE TRUST

INTERNATIONAL EQUITY Gartmore NVIT Developing Markets Fund: seeks long-term capital appreciation, under normal conditions by investing at least 80% of the value of its net assets in equity securities of companies of any size based in the world's developing market countries. Under normal market conditions, investments are maintained in at least six countries at all times with no more than 35% of the value of its net assets invested in securities of any one country.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

JANUS ASPEN SERIES

LARGE CAP GROWTH	Janus Aspen Series: Large Cap Growth Portfolio - Service Shares: seeks long-term growth of capital in a manner consistent with the preservation of capital. The Portfolio invests under normal circumstances, at least 80% of its net assets in common stocks of large-sized companies. Large-sized companies are those whose market capitalizations fall within the range of companies in the Russell 1000(R) Index at the time of purchase. The portfolio managers apply a "bottom up" approach in choosing investments. In other words, the portfolio managers look at companies one at a time to determine if a company is an attractive investment opportunity and if it is consistent with the Portfolio's investment policies. If the portfolio managers are unable to find such investments, the Portfolio's uninvested assets may be held in cash or similar investments, subject to the Portfolio's specific investment policies. Within the parameters of its specific investment policies, the Portfolio may invest in foreign equity and debt securities, which may include investments in emerging markets. The Portfolio may also lend portfolio securities on a short-term or long-term basis, up to one-third of its total assets.	Janus Capital Management LLC

"Dow Jones Industrial Average/SM/", "DJIA/SM/", "Dow Industrials/SM/", "The Dow/SM/", and the other Dow indices, are service marks of Dow Jones & Company, Inc. ("Dow Jones") and have been licensed for use for certain purposes by First Trust Advisors L.P. ("First Trust"). The portfolios are not endorsed, sold or promoted by Dow Jones, and Dow Jones makes no representation regarding the advisability of investing in such products.

"Standard & Poor's," "S&P," "S&P 500," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by First Trust. The Portfolios are not sponsored, endorsed, managed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of investing in the Portfolio.

FIXED INTEREST RATE OPTIONS

We offer two fixed interest rate options:

- . a one-year fixed interest rate option, and
- . a dollar cost averaging fixed rate option (DCA Fixed Rate Option).

When you select one of these options, your payment will earn interest at the established rate for the applicable interest rate period. A new interest rate period is established every time you allocate or transfer money into a fixed interest rate option. (You may not transfer amounts from other investment options into the DCA Fixed Rate Option.) You may have money allocated in more than one interest rate period at the same time. This could result in your money earning interest at different rates and each interest rate period maturing at a different time. While these interest rates may change from time to time, they will not be less than the minimum interest rate dictated by applicable state law. The interest rates we pay on the fixed interest rate options may be influenced by the asset-based charges assessed against the Separate Account.

Payments allocated to the fixed interest rate options become part of Pruco Life's general assets. Please note that if you elect Highest Daily Lifetime Five, you cannot invest in either of these fixed interest rate options.

One-Year Fixed Interest Rate Option

We set a one-year base guaranteed annual interest rate for the one-year fixed interest rate option. Additionally, we may provide a higher interest rate on each purchase payment allocated to this option for the first year after the payment for contracts sold on or after May 1, 2003, or upon subsequent state approval. This higher interest rate will not apply to amounts transferred from other investment options within the contract or amounts remaining in this option for more than one year.

Dollar Cost Averaging Fixed Rate Option For contracts sold on or after May 1, 2003, or upon subsequent state approval, you may allocate all or part of your initial purchase payment to the DCA Fixed Rate Option (for all other contracts you may allocate all or part of a purchase payment to the DCA Fixed Rate Option). Under this option, you automatically transfer amounts over a stated period (currently, six or twelve months) from the DCA Fixed Rate Option to the variable investment options and/or to the one-year fixed interest rate option, as you select.

We will invest the assets you allocate to the DCA Fixed Rate Option in our general account until they are transferred. Transfers to the one-year fixed interest rate option will remain in the general account.

For contracts sold on or after May 1, 2003, or upon subsequent state approval, if you choose to allocate all or part of a purchase payment to the DCA Fixed Rate Option, the minimum amount of the purchase payment you may allocate is \$2,000 (for all other contracts, the minimum amount is \$5,000). The first periodic transfer will occur on the date you allocate your purchase payment to the DCA Fixed Rate Option. Subsequent transfers will occur on the monthly anniversary of the first transfer. Currently, you may choose to have the purchase payment allocated to the DCA Fixed Rate Option transferred to the selected variable investment options or to the one-year fixed interest rate option in

either six or twelve monthly installments, and you may not change that number of monthly installments after you have chosen the DCA Fixed Rate Option. You may allocate to both the six-month and twelve-month options. For contracts sold on or after May 1, 2003, or upon subsequent state approval, you may allocate to both the six-month and twelve-month options, but the minimum amount of your initial purchase payment that may be allocated to one or the other is \$2,000. (In the future, we may make available other numbers of transfers and other transfer schedules - for example, quarterly as well as monthly.)

If you choose a six-payment transfer schedule, each transfer generally will equal 1/6th/ of the amount you allocated to the DCA Fixed Rate Option, and if you choose a twelve-payment transfer schedule, each transfer generally will equal 1/12th/ of the amount you allocated to the DCA Fixed Rate Option. In either case, the final transfer amount generally will also include the credited interest. You may change at any time the investment options into which the DCA Fixed Rate Option assets are transferred. You may make a one time transfer of the remaining value out of your DCA Fixed Rate Option, if you so choose. Transfers from the DCA Fixed Rate Option do not count toward the maximum number of free transfers allowed under the contract.

If you make a withdrawal or have a fee assessed from your contract, and all or part of that withdrawal or fee comes out of the DCA Fixed Rate Option, we will recalculate the periodic transfer amount to reflect the change. This recalculation may include some or all of the interest credited to the date of the next scheduled transfer. If a withdrawal or fee assessment reduces the monthly transfer amount below \$100, we will transfer the remaining balance in the DCA Fixed Rate Option on the next scheduled transfer date.

By investing amounts on a regular basis instead of investing the total amount at one time, the DCA Fixed Rate Option may decrease the effect of market fluctuation on the investment of your purchase payment. Of course, dollar cost averaging cannot ensure a profit or protect against loss in a declining market.

MARKET VALUE ADJUSTMENT OPTION

The Market Value Adjustment Option is available to Strategic Partners FlexElite Contracts sold on or after May 1, 2003, or upon subsequent state approval. This option may not be available in your state.

Under the market value adjustment option, we may offer one or more of several guarantee periods provided that the interest rate we are able to declare will be no less than the minimum interest rate dictated by applicable state law with respect to any guarantee period. This option is not available for contracts issued in some states. Please see your contract. The market value adjustment option is registered separately from the variable investment options, and the amount of market value adjustment option securities registered is stated in that registration statement.

If amounts are withdrawn from a guarantee period, other than during the 30-day period immediately following the end of the guarantee period, they will be subject to a market value adjustment even if they are not subject to a withdrawal charge.

You will earn interest on your invested purchase payment at the rate that we have declared for the guarantee period you have chosen. You must invest at least \$1,000 if you choose this option.

We refer to interest rates as annual rates, although we credit interest within each guarantee period on a daily basis. The daily interest that we credit is equal to the pro rated portion of the interest that would be earned on an annual basis. We credit interest from the business day on which your purchase payment is received in good order at the Prudential Annuity Service Center until the earliest to occur of any of the following events: (a) full surrender of the contract, (b) commencement of annuity payments or settlement, (c) end of the guarantee period, (d) transfer of value in the guarantee period, (e) payment of a death benefit, or (f) the date the amount is withdrawn.

During the 30-day period immediately following the end of a guarantee period, we allow you to do any of the following, without the imposition of the market value adjustment:

(a) withdraw or transfer the value of the guarantee period,

(b) allocate the value to another available guarantee period or other investment option (provided that the new guarantee period ends prior to the annuity date). You will receive the interest rate applicable on the date we receive your instruction, or

(c) apply the value in the guarantee period to the annuity or settlement option of your choice.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

If we do not receive instructions from you concerning the disposition of the Contract Value in your maturing guarantee period, we will reinvest the amount in the Prudential Money Market Portfolio investment option.

During the 30-day period immediately following the end of the guarantee period, or until you elect to do (a), (b) or (c) delineated immediately above, you will receive the current interest rate applicable to the guarantee period having the same duration as the guarantee period that just matured, which is offered on the day immediately following the end of the matured guarantee period. However, if at that time we do not offer a guarantee period with the same duration as that which matured, you will then receive the current interest rate applicable to the shortest guarantee period then offered.

Under the market value adjustment option, while your money remains in the contract for the full guarantee period, your principal amount is guaranteed by us and the interest amount that your money will earn is guaranteed by us to be at least the minimum interest rate dictated by applicable state law.

Payments allocated to the market value adjustment option are held as a separate pool of assets. Any gains or losses experienced by these assets will not directly affect the contracts. The strength of our guarantees under these options is based on the overall financial strength of Pruco Life.

Market Value Adjustment

When you allocate a purchase payment or transfer Contract Value to a guarantee period, we use that money to buy and sell securities and other instruments to support our obligation to pay interest. Generally, we buy bonds for this purpose. The duration of the bonds and other instruments that we buy with respect to a particular guarantee period is influenced significantly by the length of the guarantee period. For example, we typically would acquire longer-duration bonds with respect to the 10 year guarantee period than we do for the 3 year guarantee period. The value of these bonds is affected by changes in interest rates, among other factors. The market value adjustment that we assess against your Contract Value if you withdraw or transfer outside the 30-day period discussed above involves our attributing to you a portion of our investment experience on these bonds and other instruments.

For example, if you make a full withdrawal when interest rates have risen since the time of your investment, the bonds and other investments in the guarantee period likely would have decreased in value, meaning that we would impose a "negative" market value adjustment on you (i.e., one that results in a reduction of the withdrawal proceeds that you receive.) For a partial withdrawal, we would deduct a negative market value adjustment from your remaining Contract Value. Conversely, if interest rates have decreased, the market value adjustment would be positive.

Other things you should know about the market value adjustment include the following:

- . We determine the market value adjustment according to a mathematical formula, which is set forth at the end of this prospectus under the heading "Market-Value Adjustment Formula." In that section of the prospectus, we also provide hypothetical examples of how the formula works.
- . A negative market value adjustment could cause you to lose not only the interest you have earned but also a portion of your principal.
- . In addition to imposing a market value adjustment on withdrawals, we also will impose a market value adjustment on the Contract Value you apply to an annuity or settlement option, unless you annuitize within the 30-day period discussed above. The laws of certain states may prohibit us from imposing a market value adjustment on the annuity date.

You should realize, however, that apart from the market value adjustment, the value of the benefits in your guarantee period does not depend on the investment performance of the bonds and other instruments that we hold with respect to your guarantee period. Apart from the effect of any market value adjustment, we do not pass through to you the gains or losses on the bonds and other instruments that we hold in connection with a guarantee period.

TRANSFERS AMONG OPTIONS

Subject to certain restrictions, you can transfer money among the variable investment options and the one-year fixed interest rate option. The minimum transfer amount is the lesser of \$250 or the amount in the investment option from which the transfer is to be made. In addition, you can transfer your Contract Value out of a market value adjustment guarantee period into another market value adjustment guarantee period, into a variable investment option, or into a one-year fixed interest rate option, although a market value adjustment will apply to any transfer you

make outside the 30-day period discussed above. You may transfer Contract Value into the market value adjustment option at any time, provided it is at least \$1,000.

In general, you may make your transfer request by telephone, electronically, or otherwise in paper form to the Prudential Annuity Service Center. We have procedures in place to confirm that instructions received by telephone or electronically are genuine. We will not be liable for following unauthorized telephone or electronic instructions that we reasonably believed to be genuine. Your transfer request will take effect at the end of the business day on which it was received in good order by us, or by certain entities

that we have specifically designated. Our business day generally closes at 4:00 p.m. Eastern time. Our business day may close earlier, for example if regular trading on the New York Stock Exchange closes early. Transfer requests received after the close of the business day will take effect at the end of the next business day.

With regard to the market value adjustment option, you can specify the guarantee period from which you wish to transfer. If you request a transfer from the market value adjustment option, but you do not specify the guarantee period from which funds are to be taken, then we will transfer funds from the guarantee period that has the least time remaining until its maturity date.

You can make transfers out of a fixed interest rate option, other than the DCA fixed rate option, only during the 30-day period following the end of the one year interest rate period. Transfers from the DCA fixed rate option are made on a periodic basis for the period that you select. Transfers from the DCA fixed rate option cannot be made into the market value adjustment option but can be made into the fixed rate option, at our discretion. We currently allow transfers into the fixed rate option.

During the contract accumulation phase, you can make up to 12 transfers each contract year, among the investment options, without charge. Currently we charge \$10 for each transfer after the twelfth in a contract year, and we have the right to increase this charge up to \$30. (Dollar Cost Averaging and Auto-Rebalancing transfers do not count toward the 12 free transfers per year. Nor do transfers made during the 30-day period immediately following the end of a guarantee period count against the 12 free transfers.) (As noted in the fee table, we have different transfer rules under the beneficiary continuation option). If a transfer that you request out of the market value adjustment option will be subject to a transfer charge, then:

- . We will deduct the transfer charge proportionally from the Contract Value in each guarantee period, where you have directed us to transfer funds from several guarantee periods; and

- . If you have directed us to transfer the full Contract Value out of a guarantee period, then we will first deduct the transfer charge and thereafter transfer the remaining amount; and

- . In any event, we will deduct the applicable transfer charge prior to effecting the transfer.

For purposes of the 12 free transfers per year that we allow, we will treat multiple transfers that are submitted on the same business day as a single transfer.

ADDITIONAL TRANSFER RESTRICTIONS

We limit your ability to transfer among your contract's variable investment options as permitted by applicable law. We impose a yearly restriction on transfers. Specifically, once you have made 20 transfers among the subaccounts during a contract year, we will accept any additional transfer request during that year only if the request is submitted to us in writing with an original signature and otherwise is in good order. For purposes of this transfer restriction, we (i) do not view a facsimile transmission as a "writing",

(ii) will treat multiple transfer requests submitted on the same business day as a single transfer, and (iii) do not count any transfer that involves one of our systematic programs, such as asset allocation and automated withdrawals.

Frequent transfers among variable investment options in response to short-term fluctuations in markets, sometimes called "market timing," can make it very difficult for a portfolio manager to manage an underlying mutual fund's investments. Frequent transfers may cause the fund to hold more cash than otherwise necessary, disrupt management strategies, increase transaction costs, or affect performance. For those reasons, the contract was not designed for persons who make programmed, large, or frequent transfers.

In light of the risks posed to contract owners and other fund investors by frequent transfers, we reserve the right to limit the number of transfers in any contract year for all existing or new contract owners, and to take the other actions discussed below. We also reserve the right to limit the number of transfers in any contract year or to refuse any transfer request for an owner or certain owners if: (a) we believe that excessive transfer activity (as we define it) or a specific transfer request or group of transfer requests may have a detrimental effect on accumulation unit values or the share prices of the underlying mutual funds; or (b) we are informed by a fund (e.g., by the fund's portfolio manager) that the purchase or redemption of fund shares must be restricted because the fund believes the transfer activity to which such purchase and redemption relates would have a detrimental effect on the share prices of the affected fund. Without limiting the above, the most likely scenario where either of the above could occur would be if the aggregate amount of a trade or trades represented a relatively large proportion of the total assets of a particular underlying mutual fund. In furtherance of our general authority to restrict transfers as described above, and without limiting other actions we may take in the future, we have adopted the following specific restrictions:

. With respect to each variable investment option (other than the Prudential Money Market Portfolio), we track amounts exceeding a certain dollar threshold that were transferred into the option. If you transfer such amount into a particular variable investment option, and within 30 calendar days thereafter transfer (the "Transfer Out") all or a portion of that amount into another variable investment option, then upon the Transfer Out, the former variable investment option becomes restricted (the "Restricted Option"). Specifically, we will not permit subsequent transfers into the Restricted Option for 90 calendar days after the Transfer Out if the Restricted Option invests in a non-international fund, or 180 calendar days after the Transfer Out if the Restricted Option invests in an international fund. For purposes of this rule, we do not (i) count transfers made in connection with one of our systematic programs, such as asset allocation and automated withdrawals and (ii) categorize as a transfer the first transfer that you make after the contract date, if you make that transfer within 30 calendar days after the contract date. Even if an amount becomes restricted under the foregoing rules, you are still free to redeem the amount from your contract at any time.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

. We reserve the right to effect exchanges on a delayed basis for all contracts. That is, we may price an exchange involving a variable investment option on the business day subsequent to the business day on which the exchange request was received. Before implementing such a practice, we would issue a separate written notice to contract owners that explains the practice in detail. In addition, if we do implement a delayed exchange policy, we will apply the policy on a uniform basis to all contracts in the relevant class.

. The Portfolios may have adopted their own policies and procedures with respect to excessive trading of their respective shares, and we reserve the right to enforce these policies and procedures. The prospectuses for the Portfolios describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Under SEC rules, we are required to: (1) enter into a written agreement with each Portfolio or its principal underwriter that obligates us to provide to the Portfolio promptly upon request certain information about the trading activity of individual contract owners, and (2) execute instructions from the Portfolio to restrict or prohibit further purchases or transfers by specific contract owners who violate the excessive trading policies established by the Portfolio. In addition, you should be aware that some Portfolios may receive "omnibus" purchase and redemption orders from other insurance companies or intermediaries such as retirement plans. The omnibus orders reflect the aggregation and netting of multiple orders from individual owners of variable insurance contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the Portfolios in their ability to apply their excessive trading policies and procedures. In addition, the other insurance companies and/or retirement plans may have different policies and procedures or may not have any such policies and procedures because of contractual limitations. For these reasons, we

cannot guarantee that the Portfolios (and thus the contract owners) will not be harmed by transfer activity relating to other insurance companies and/or retirement plans that may invest in the Portfolios.

. A Portfolio also may assess a short term trading fee in connection with a transfer out of the variable investment option investing in that Portfolio that occurs within a certain number of days following the date of allocation to the variable investment option. Each Portfolio determines the amount of the short term trading fee and when the fee is imposed. The fee is retained by or paid to the Portfolio and is not retained by us. The fee will be deducted from your Contract Value, to the extent allowed by law. At present, no Portfolio has adopted a short-term trading fee.

. If we deny one or more transfer requests under the foregoing rules, we will inform you promptly of the circumstances concerning the denial. We will not implement these rules in jurisdictions that have not approved contract language authorizing us to do so, or may implement different rules in certain jurisdictions if required by such jurisdictions. Contract owners in jurisdictions with such limited transfer restrictions, and contract owners who own variable life insurance or variable annuity contracts (regardless of jurisdiction) that do not impose the above-referenced transfer restrictions, might make more numerous and frequent transfers than contract owners who are subject to such limitations. Because contract owners who are not subject to the same transfer restrictions may have the same underlying mutual fund portfolios available to them, unfavorable consequences associated with such frequent trading within the underlying mutual fund (e.g., greater portfolio turnover, higher transaction costs, or performance or tax issues) may affect all contract owners. Apart from jurisdiction-specific and contract differences in transfer restrictions, we will apply these rules uniformly, and will not waive a transfer restriction for any contract owner.

Although our transfer restrictions are designed to prevent excessive transfers, they are not capable of preventing every potential occurrence of excessive transfer activity.

DOLLAR COST AVERAGING

The dollar cost averaging (DCA) feature (which is distinct from the DCA Fixed Rate Option) allows you to systematically transfer either a fixed dollar amount or a percentage out of any variable investment option into any other variable investment options (or for contracts sold on or after May 1, 2003, or upon subsequent state approval, the one-year fixed interest rate option). Under this feature, you cannot make transfers into the market value adjustment option and transfers into a fixed rate option are at our discretion. You can have these automatic transfers occur monthly, quarterly, semiannually or annually. By investing amounts on a regular basis, instead of investing the total amount at one time, dollar cost averaging may decrease the effect of market fluctuation on the investment of your purchase payment. Of course, dollar cost averaging cannot ensure a profit or protect against a loss in declining markets.

Transfers will be made automatically on the schedule you choose until the entire amount you chose to have transferred has been transferred or until you tell us to discontinue the transfers. You can allocate subsequent purchase payments to be transferred under this option at any time.

Your transfers will occur on the last calendar day of each transfer period you have selected, provided that the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on a particular transfer date, the transfer will take effect on the next business day.

Any dollar cost averaging transfers you make do not count toward the 12 free transfers you are allowed each contract year. The dollar cost averaging feature is available only during the contract accumulation phase and is offered without charge.

ASSET ALLOCATION PROGRAM

We recognize the value of having asset allocation models when deciding how to allocate your purchase payments among the investment options. If you choose to participate in the Asset Allocation Program, your representative will give you a questionnaire to complete that will

help determine a program that is appropriate for you. Your asset allocation will be prepared based on your answers to the questionnaire. You will not be charged for this service, and you are not obligated to participate or to invest according to program recommendations.

Asset allocation is a sophisticated method of diversification which allocates assets among classes in order to manage investment risk and enhance returns over the long term. However, asset allocation does not guarantee a profit or protect against a loss. You are not obligated to participate or to invest according to the program recommendations. We do not intend to provide any personalized investment advice in connection with these programs and you should not rely on these programs as providing individualized investment recommendations to you. The asset allocation programs do not guarantee better investment results. We reserve the right to terminate or change the asset allocation programs at any time. You should consult your representative before electing any asset allocation program.

AUTO-REBALANCING

Once your money has been allocated among the variable investment options, the actual performance of the investment options may cause your allocation to shift. For example, an investment option that initially holds only a small percentage of your assets could perform much better than another investment option. Over time, this option could increase to a larger percentage of your assets than you desire. You can direct us to automatically rebalance your assets to return to your original allocation percentage or to a subsequent allocation percentage you select. We will rebalance only the variable investment options that you have designated. The DCA account cannot participate in this feature.

You may choose to have your rebalancing occur monthly, quarterly, semiannually or annually. The rebalancing will occur on the last calendar day of the period you have chosen, provided that the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on that date, the rebalancing will take effect on the next business day.

Any transfers you make because of auto-rebalancing are not counted toward the 12 free transfers you are allowed per year. This feature is available only during the contract accumulation phase, and is offered without charge. If you choose auto-rebalancing and dollar cost averaging, auto-rebalancing will take place after the transfers from your DCA account.

SCHEDULED TRANSACTIONS

Scheduled transactions include transfers under dollar cost averaging, the asset allocation program, auto-rebalancing, systematic withdrawals, systematic investments, required minimum distributions, substantially equal periodic payments under Section 72(t) or 72(q) of the Internal Revenue Code of 1986, as amended (Code), and annuity payments. Scheduled transactions are processed and valued as of the date they are scheduled, unless the scheduled day is not a business day. In that case, the transaction will be processed and valued on the next business day, unless (with respect to required minimum distributions, substantially equal periodic payments under Section 72(t) or 72(q) of the Code, and annuity payments only), the next business day falls in the subsequent calendar year, in which case the transaction will be processed and valued on the prior business day.

VOTING RIGHTS

We are the legal owner of the shares of the underlying mutual funds used by the variable investment options. However, we vote the shares of the mutual funds according to voting instructions we receive from contract owners. When a vote is required, we will mail you a proxy which is a form that you need to complete and return to us to tell us how you wish us to vote. When we receive those instructions, we will vote all of the shares we own on your behalf in accordance with those instructions. We will vote fund shares for which we do not receive instructions, and any other shares that we own in our own right, in the same proportion as shares for which we receive instructions from contract owners. This voting procedure is sometimes referred to as "mirror voting" because, as indicated in the immediately preceding sentence, we mirror the votes that are actually cast, rather than decide on our own how to vote. In addition, because all the shares of a given mutual fund held within our separate account are legally owned by us, we intend to vote all of such shares when that underlying fund seeks a vote of its shareholders. As such, all such shares will be counted towards whether there is a quorum at the underlying fund's shareholder meeting and towards the ultimate outcome of the vote. Thus, under "mirror voting," it is possible that the votes of a small percentage of contract owners who actually vote will determine the ultimate outcome. We may change the way your voting instructions are calculated if it is required or permitted by federal or state regulation.

SUBSTITUTION

We may substitute one or more of the underlying mutual funds used by the variable investment options. We may also cease to allow investments in existing funds. We would not do this without the approval of the Securities and Exchange Commission (SEC) and any necessary state insurance departments. You will be given specific notice in advance of any substitution we intend to make.

3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

(ANNUITIZATION)

PAYMENT PROVISIONS

We can begin making annuity payments any time on or after the second contract anniversary (or as required by state law if different). Annuity payments must begin no later than the contract anniversary coinciding with or next following the annuitant's 95th/ birthday (unless we agree to another date).

Upon annuitization, any value in a guarantee period of the market value adjustment option may be subject to a market value adjustment.

The Strategic Partners FlexElite variable annuity contract offers an optional Guaranteed Minimum Income Benefit, which we describe below. Your annuity options vary depending upon whether you choose this benefit.

Depending upon the annuity option you choose, you may incur a withdrawal charge when the income phase begins. Currently, if permitted by state law, we deduct any applicable withdrawal charge if you choose Option 1 for a period shorter than five years (ten years for contracts sold on or after May 1, 2003, or upon subsequent state approval), Option 3, or certain other annuity options that we may make available. We do not deduct a withdrawal charge if you choose Option 1 for a period of five years (ten years for contracts sold on or after May 1, 2003, or upon subsequent state approval) or longer or Option 2. For information about withdrawal charges, see Section 8, "What Are The Expenses Associated With The Strategic Partners FlexElite Contract?"

Please note that annuitization essentially involves converting your Contract Value to an annuity payment stream, the length of which depends on the terms of the applicable annuity option. Thus, once annuity payments begin, your death benefit is determined solely under the terms of the applicable annuity payment option, and you no longer participate in any optional living benefit (unless you have annuitized under that benefit).

PAYMENT PROVISIONS WITHOUT THE GUARANTEED MINIMUM INCOME BENEFIT We make the income plans described below available at any time before the annuity date. These plans are called "annuity options" or "settlement options." During the income phase, all of the annuity options under this contract are fixed annuity options. This means that your participation in the variable investment options ends on the annuity date. If an annuity option is not selected by the annuity date, the Life Income Annuity Option (Option 2, described below) will automatically be selected unless prohibited by applicable law. **GENERALLY, ONCE THE ANNUITY PAYMENTS BEGIN, THE ANNUITY OPTION CANNOT BE CHANGED AND YOU CANNOT MAKE WITHDRAWALS. IN ADDITION TO THE ANNUITY PAYMENT OPTIONS DISCUSSED IN THIS SECTION, PLEASE NOTE THAT IF YOU CHOOSE AN OPTIONAL LIFETIME WITHDRAWAL BENEFIT, THERE ARE ADDITIONAL ANNUITY PAYMENT OPTIONS THAT ARE ASSOCIATED WITH THAT BENEFIT. SEE SECTION 5 OF THIS PROSPECTUS FOR ADDITIONAL DETAILS.**

Option 1

Annuity Payments For a Fixed Period: Under this option, we will make equal payments for the period chosen, up to 25 years (but not to exceed life expectancy). The annuity payments may be made monthly, quarterly, semiannually, or annually, as you choose, for the fixed period. If the annuitant dies during the income phase, payments will continue to the beneficiary for the remainder of the fixed period or, if the beneficiary so chooses, we will make a single lump sum payment. The amount of the lump sum payment is determined by calculating the present value of the unpaid future payments. This is done by using the interest rate used to compute the actual payments. The interest rate will be at least 1.50% a year for contracts sold on or after May 1, 2003, or upon subsequent state approval (and 3% a year for all other contracts).

Option 2

Life Income Annuity Option: Under this option, we will make annuity payments monthly, quarterly, semiannually, or annually as long as the annuitant is alive. If the annuitant dies before we have made 10 years worth of payments, we will pay the beneficiary in one lump sum the present value of the annuity payments scheduled to have been made over the remaining portion of that 10 year period, unless we were specifically instructed that such remaining annuity payments continue to be paid to the beneficiary. The present value of the remaining annuity payments is calculated by using the interest rate used to compute the amount of the original 120 payments. The interest rate will be at least 3% a year.

If an annuity option is not selected by the annuity date, this is the option we will automatically select for you, unless prohibited by applicable law. If the life income annuity option is prohibited by applicable law, then we will pay you a lump sum in lieu of this option.

Option 3

Interest Payment Option: Under this option, we will credit interest on the adjusted Contract Value until you request payment of all or part of the adjusted Contract Value. We can make interest payments on a monthly, quarterly, semiannual, or annual basis or allow the interest to accrue on your contract assets. Under this option, we will pay you interest at an effective rate of at least 1.50% a year for contracts sold on or after May 1, 2003, or upon subsequent state approval (and 3% a year for all other contracts). This option is not available if your contract is held in an IRA.

Under this option, all gain in the annuity will be taxable as of the annuity date, however, you can withdraw part or all of the Contract Value that we are holding at any time.

Other Annuity Options: We currently offer a variety of other annuity options not described above. At the time annuity payments are chosen, we may make available to you any of the fixed annuity options that are offered at your annuity date.

TAX CONSIDERATIONS

If your contract is held under a tax-favored plan, you should consider the required minimum distribution rules under the tax law when selecting your annuity option.

GUARANTEED MINIMUM INCOME BENEFIT

The Guaranteed Minimum Income Benefit (GMIB), is an optional feature that guarantees that once the income period begins, your income payments will be no less than the GMIB protected value applied to the GMIB guaranteed annuity purchase rates. If you want the Guaranteed Minimum Income Benefit, you must elect it when you make your initial purchase payment. Once elected, the Guaranteed Minimum Income

Benefit cannot be revoked. This feature may not be available in your state. You may not elect both GMIB and the Lifetime Five Income Benefit.

The GMIB protected value is calculated daily and is equal to the GMIB roll-up until the GMIB roll-up either reaches its cap or if we stop applying the annual interest rate based on the age of the annuitant, number of contract anniversaries, or number of years since the last GMIB reset, as described below. At this point, the GMIB protected value will be increased by any subsequent invested purchase payments and reduced by the effect of withdrawals.

The Guaranteed Minimum Income Benefit is subject to certain restrictions described below.

. The annuitant must be 75 or younger in order for you to elect the Guaranteed Minimum Income Benefit.

. If you choose the Guaranteed Minimum Income Benefit, we will impose an annual charge equal to 0.50% for contracts sold on or after January 20, 2004, or upon subsequent state approval (0.45% for all other contracts) of the average GMIB protected value, described below. The maximum GMIB charge is 1.00% of average GMIB protected value. Please note that the charge is calculated based on average GMIB protected value, not Contract Value. Thus, for example, the fee would not decline on account of a reduction in Contract Value. (In some states this fee may be lower.)

. Under the contract terms governing the GMIB, we can require GMIB participants to invest only in designated underlying mutual funds or can require GMIB participants to invest according to an asset allocation model.

. TO TAKE ADVANTAGE OF THE GUARANTEED MINIMUM INCOME BENEFIT, YOU MUST WAIT A CERTAIN AMOUNT OF TIME BEFORE YOU BEGIN THE INCOME PHASE. THE WAITING PERIOD IS THE PERIOD EXTENDING FROM THE CONTRACT DATE TO THE 7/TH/ CONTRACT ANNIVERSARY BUT, IF THE GUARANTEED MINIMUM INCOME BENEFIT HAS BEEN RESET (AS DESCRIBED BELOW), THE WAITING PERIOD IS THE 7 YEAR PERIOD BEGINNING WITH THE DATE OF THE MOST RECENT RESET. IN LIGHT OF THIS WAITING PERIOD UPON RESETS, IT IS NOT RECOMMENDED THAT YOU RESET YOUR GUARANTEED MINIMUM INCOME BENEFIT IF THE REQUIRED BEGINNING DATE UNDER IRS REQUIRED MINIMUM DISTRIBUTION PROVISIONS WOULD COMMENCE DURING THE 7 YEAR WAITING PERIOD. SEE "REQUIRED MINIMUM DISTRIBUTION PROVISIONS AND PAYMENT OPTIONS" IN

SECTION 10 FOR ADDITIONAL INFORMATION ON IRS REQUIREMENTS.

Once the waiting period has elapsed, you will have a 30-day period each year, beginning on the contract anniversary (or in the case of a reset, the anniversary of the most recent reset), during which you may begin the income phase with the Guaranteed Minimum Income Benefit by submitting the necessary forms in good order to the Prudential Annuity Service Center.

GMIB Roll-Up

The GMIB roll-up is equal to the invested purchase payments (after a reset, the Contract Value at the time of the reset), increased daily at an effective annual interest rate of 5% starting on the date each invested purchase payment is made, until the cap is reached (GMIB roll-up cap). We will reduce this amount by the effect of withdrawals. The GMIB roll-up cap is equal to two times each invested purchase payment (for a reset, two times the sum of (1) the Contract Value at the time of the reset, and (2) any invested purchase payments made subsequent to the reset).

3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

(ANNUITIZATION) continued

Even if the GMIB roll-up cap has not been reached, we will nevertheless stop increasing the GMIB roll-up value by the effective annual interest rate on the latest of:

- . the contract anniversary coinciding with or next following the annuitant's 80th/ birthday,
- . the 7th/ contract anniversary, or
- . 7 years from the most recent GMIB reset (as described below).

However, even if we stop increasing the GMIB roll-up value by the effective annual interest rate, we will still increase the GMIB protected value by subsequent invested purchase payments, reduced by the effect of withdrawals.

Effect of Withdrawals

In any contract year when the GMIB protected value is increasing at the rate of 5%, withdrawals will first reduce the GMIB protected value on a dollar-for-dollar basis, by the same dollar amount of the withdrawal up to the first 5% of GMIB protected value, calculated on the contract anniversary (or, during the first contract year, on the contract date). Any withdrawals made after the dollar-for-dollar limit has been reached will proportionally reduce the GMIB protected value. We calculate the proportional reduction by dividing the Contract Value after the withdrawal by the Contract Value immediately following the withdrawal of any available dollar-for-dollar amount. The resulting percentage is multiplied by the GMIB protected value after subtracting the amount of the withdrawal that does not exceed 5%. In each contract year during which the GMIB protected value has stopped increasing at the 5% rate, withdrawals will reduce the GMIB protected value proportionally. The GMIB roll-up cap is reduced by the sum of all reductions described above.

The following examples of dollar-for-dollar and proportional reductions assume: 1.) the contract date and the effective date of the GMIB are January 1, 2006; 2.) an initial purchase payment of \$250,000; 3.) an initial GMIB protected value of \$250,000; 4.) an initial 200% cap of \$500,000; and 5.) an initial dollar-for-dollar limit of \$12,500 (5% of \$250,000):

Example 1. Dollar-for-Dollar Reduction

A \$10,000 withdrawal is taken on February 1, 2006 (in the first contract year). No prior withdrawals have been taken. Immediately prior to the withdrawal, the GMIB protected value is \$251,038.10 (the initial value accumulated for 31 days at an annual effective rate of 5%). As the amount withdrawn is less than the dollar-for-dollar limit:

- . The GMIB protected value is reduced by the amount withdrawn (i.e., by \$10,000, from \$251,038.10 to \$241,038.10).
- . The GMIB 200% cap is reduced by the amount withdrawn (i.e., by \$10,000, from \$500,000 to \$490,000).
- . The remaining dollar-for-dollar limit ("Remaining Limit") for the balance of the first contract year is also reduced by the amount withdrawn (from \$12,500 to \$2,500).

Example 2. Dollar-for-Dollar and Proportional Reductions A second \$10,000 withdrawal is taken on March 1, 2006 (still within the first contract year). Immediately before the withdrawal, the Contract Value is \$220,000 and the GMIB protected value is \$241,941.95. As the amount withdrawn exceeds the Remaining Limit of \$2,500 from Example 1:

- . The GMIB protected value is first reduced by the Remaining Limit (from \$241,941.95 to \$239,441.95).
- . The result is then further reduced by the ratio of A to B, where:
- . A is the amount withdrawn less the Remaining Limit (\$10,000 - \$2,500, or \$7,500).

. B is the Contract Value less the Remaining Limit (\$220,000 - \$2,500, or \$217,500). The resulting GMIB protected value is: $\$239,441.95 \times (1 - (\$7,500/\$217,500))$, or \$231,185.33.

. The GMIB 200% cap is reduced by the sum of all reductions above (\$490,000 - \$2,500 - \$8,256.62, or \$479,243.38).

. The Remaining Limit is set to zero (0) for the balance of the first contract year.

Example 3. Dollar-for-Dollar Limit in Second Contract Year A \$10,000 withdrawal is made on the first anniversary of the contract date, January 1, 2007 (second contract year). Prior to the withdrawal, the GMIB protected value is \$240,837.69. The dollar-for-dollar limit is equal to 5% of this amount, or \$12,041.88. As the amount withdrawn is less than the dollar-for-dollar limit:

. The GMIB protected value is reduced by the amount withdrawn (i.e., reduced by \$10,000, from \$240,837.69 to \$230,837.69).

. The GMIB 200% cap is reduced by the amount withdrawn (i.e., by \$10,000, from \$479,243.38 to \$469,243.38).

. The Remaining Limit for the balance of the second contract year is also reduced by the amount withdrawn (from \$12,041.88 to \$2,041.88).

GMIB Reset Feature

You may elect to "reset" your GMIB protected value to equal your current Contract Value twice over the life of the contract. You may only exercise this reset option if the annuitant has not yet reached his or her 76th/ birthday. If you reset, you must wait a new 7-year period from the most recent reset to exercise the Guaranteed Minimum Income Benefit. Further, we will reset the GMIB

roll-up cap to equal two times the GMIB protected value as of such date. Additionally, if you reset, we will determine the GMIB payout amount by using the GMIB guaranteed annuity purchase rates (specified in your contract) based on the number of years since the most recent reset. These purchase rates may be less advantageous than the rates that would have applied absent a reset.

Payout Amount

The Guaranteed Minimum Income Benefit payout amount is based on the age and sex (where applicable) of the annuitant (and, if there is one, the co-annuitant). After we first deduct a charge for any applicable premium taxes that we are required to pay, the payout amount will equal the greater of:

1) the GMIB protected value as of the date you exercise the GMIB payout option, applied to the GMIB guaranteed annuity purchase rates (which are generally less favorable than the annuity purchase rates for annuity payments not involving GMIB) and based on the annuity payout option as described below, or

2) the adjusted Contract Value - that is, the value of the contract adjusted for any market value adjustment minus any charge we impose for premium taxes and withdrawal charges - as of the date you exercise the GMIB payout option applied to the current annuity purchase rates then in use.

GMIB Annuity Payout Options

We currently offer two Guaranteed Minimum Income Benefit annuity payout options. Each option involves lifetime payments with a period certain of ten years. In calculating the amount of the payments under the GMIB, we apply certain assumed interest rates, equal to 2% annually for waiting a period of 7-9 years, and 2.5% annually for waiting periods of 10 years or longer for contracts sold on or after January 20, 2004, or

upon subsequent state approval (and 2.5% annually for a waiting period of 7-9 years, 3% annually for a waiting period of 10-14 years, and 3.5% annually for waiting periods of 15 years or longer for all other contracts).

GMIB Option 1

Single Life Payout Option: We will make monthly payments for as long as the annuitant lives, with payments for a period certain. We will stop making payments after the later of the death of the annuitant or the end of the period certain.

GMIB Option 2

Joint Life Payout Option: In the case of an annuitant and co-annuitant, we will make monthly payments for the joint lifetime of the annuitant and co-annuitant, with payments for a period certain. If the co-annuitant dies first, we will continue to make payments until the later of the death of the annuitant and the end of the period certain. If the annuitant dies first, we will continue to make payments until the later of the death of the co-annuitant and the end of the period certain, but if the period certain ends first, we will reduce the amount of each payment to 50% of the original amount.

You have no right to withdraw amounts early under either GMIB payout option. We may make other payout frequencies available, such as quarterly, semi-annually or annually.

Because we do not impose a new waiting period for each subsequent purchase payment, if you choose the Guaranteed Minimum Income Benefit, we reserve the right to limit subsequent purchase payments if we discover that by the timing of your purchase payments, your GMIB protected value is increasing in ways we did not intend. In determining whether to limit purchase payments, we will look at purchase payments which are disproportionately larger than your initial purchase payment and other actions that may artificially increase the GMIB protected value. Certain state laws may prevent us from limiting your subsequent purchase payments. You must exercise one of the GMIB payout options described above no later than 30 days after the later of the contract anniversary coinciding with or next following the annuitant's attainment of age 95 (age 92 for contracts used as a funding vehicle for IRAs).

You should note that GMIB is designed to provide a type of insurance that serves as a safety net only in the event that your Contract Value declines significantly due to negative investment performance. If your Contract Value is not significantly affected by negative investment performance, it is unlikely that the purchase of GMIB will result in your receiving larger annuity payments than if you had not purchased GMIB. This is because the assumptions that we use in computing the GMIB, such as the annuity purchase rates, (which include assumptions as to age-setbacks and assumed interest rates), are more conservative than the assumptions that we use in computing non-GMIB annuity payout options. Therefore, you may generate higher income payments if you were to annuitize a lower Contract Value at the current annuity purchase rates, than if you were to annuitize under the GMIB with a higher GMIB protected value than your Contract Value but at the annuity purchase rates guaranteed under the GMIB.

Terminating The Guaranteed Minimum Income Benefit The Guaranteed Minimum Income Benefit cannot be terminated by the owner once elected. The GMIB automatically terminates as of the date the contract is fully surrendered, on the date the death benefit is payable to your beneficiary (unless your surviving spouse elects to continue the contract), or on the date that your Contract Value is transferred to begin making annuity payments. The GMIB may also be terminated if you designate a new annuitant who would not be eligible to elect the GMIB based on his or her age at the time of the change.

3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

(ANNUITIZATION) continued

Upon termination of the GMIB, we will deduct the charge from your Contract Value for the portion of the contract year since the prior contract anniversary (or the contract date if in the first contract year).

HOW WE DETERMINE ANNUITY PAYMENTS

Generally speaking, the annuity phase of the contract involves our distributing to you in increments the value that you have accumulated. We make these incremental payments either over a specified time period (e.g., 15 years) (fixed period annuities) or for the duration of the life of the annuitant (and possibly co-annuitant) (life annuities). There are certain assumptions that are common to both fixed period annuities and life annuities. In each type of annuity, we assume that the value you apply at the outset toward your annuity payments earns interest throughout the payout period. For annuity options within the GMIB, this interest rate ranges from 2% to 2.5% for contracts sold on or after January 20, 2004, or upon subsequent state approval (and 2.5% to 3.5% for all other contracts). For non-GMIB annuity options, the guaranteed minimum rate is 3% (or 1.5% depending on the option elected and the version of the contract). The GMIB guaranteed annuity purchase rates in your contract depict the minimum amounts we will pay (per \$1000 of adjusted Contract Value). If our current annuity purchase rates on the annuity date are more favorable to you than the guaranteed rates, we will make payments based on those more favorable rates.

Other assumptions that we use for life annuities and fixed period annuities differ, as detailed in the following overview:

Fixed Period Annuities

Currently, we offer fixed period annuities only under the Income Appreciator Benefit and non-GMIB annuity options. Generally speaking, in determining the amount of each annuity payment under a fixed period annuity, we start with the adjusted Contract Value, add interest assumed to be earned over the fixed period, and divide the sum by the number of payments you have requested. The life expectancy of the annuitant and co-annuitant are relevant to this calculation only in that we will not allow you to select a fixed period that exceeds life expectancy.

Life Annuities

There are more variables that affect our calculation of life annuity payments. Most importantly, we make several assumptions about the annuitant's or co-annuitant's life expectancy, including the following:

. The Annuity 2000 Mortality Table is the starting point for our life expectancy assumptions. This table anticipates longevity of an insured population based on historical experience and reflecting anticipated experience for the year 2000.

Guaranteed and GMIB Annuity Payments

Because life expectancy has lengthened over the past few decades, and likely will increase in the future, our life annuity calculations anticipate these developments. We do this largely by making a hypothetical reduction in the age of the annuitant (or co-annuitant), in lieu of using the annuitant's (or co-annuitant's) actual age, in calculating the payment amounts. By using such a reduced age, we base our calculations on a younger person, who generally would live longer and therefore draw life annuity payments over a longer time period. Given the longer pay-out period, the payments made to the younger person would be less than those made to an older person. We make two such age adjustments:

1. First, for all annuities, we start with the age of the annuitant (or co-annuitant) on his/her most recent birthday and reduce that age by either
 - (a) four years, for life annuities under the GMIB sold in contracts on or after January 20, 2004, or upon subsequent state approval or
 - (b) two years, with respect to guaranteed payments under life annuities not involving GMIB, as well as GMIB payments under contracts not described in (a) immediately above. For the reasons explained above in this section, the four year age reduction causes a greater reduction in the amount of the annuity payments than does the two-year age reduction.
 2. Second, for life annuities under both versions of GMIB as well as guaranteed payments under life annuities not involving GMIB, we make a further age reduction according to the table in your contract entitled "Translation of Adjusted Age." As indicated in the table, the further into the future the first annuity payment is, the longer we expect the person receiving those payments to live, and the more we reduce the annuitant's (or co-annuitant's) age.
-

Immediately above, we have referenced how we determine annuity payments based on "guaranteed" annuity purchase rates. By "guaranteed" annuity purchase rates, we mean the minimum annuity purchase rates that are set forth in your annuity contract and thus contractually guaranteed by us. "Current" annuity purchase rates, in contrast, refer to the annuity purchase rates that we are applying to contracts that are entering the annuity phase at a given point in time. These current annuity purchase rates vary from period to period, depending on changes in interest rates and other factors. We do not guarantee any particular level of current annuity purchase rates. When calculating current annuity purchase rates, we use the actual age of the annuitant (or co-annuitant), rather than any reduced age.

4: WHAT IS THE DEATH BENEFIT?

THE DEATH BENEFIT FEATURE PROTECTS THE CONTRACT VALUE FOR THE BENEFICIARY.

BENEFICIARY

The beneficiary is the person(s) or entity you name to receive any death benefit. The beneficiary is named at the time the contract is issued, unless you change it at a later date. Unless an irrevocable beneficiary has been named, during the accumulation period you can change the beneficiary at any time before the owner or last survivor, if there are spousal joint owners, dies. However, if the contract is jointly owned, the owner must name the joint owner and the joint owner must name the owner as the beneficiary. For entity-owned contracts, we pay a death benefit upon the death of the annuitant.

CALCULATION OF THE DEATH BENEFIT

For contracts sold on or after May 1, 2003 or upon subsequent state approval:

If the sole owner dies during the accumulation phase, we will, upon receiving appropriate proof of death and any other needed documentation in good order (proof of death), pay a death benefit to the beneficiary designated by the owner. If there is a sole owner and there is only one beneficiary who is the owner's spouse, then the surviving spouse may continue the contract under the Spousal Continuation Benefit. If there are an owner and joint owner of the contract, and the owner's spouse is both the joint owner and the beneficiary on the date of death, then, at the death of the first to die, the death benefit will be paid to the surviving owner, or the surviving owner may continue the contract under the Spousal Continuation Benefit.

FOR ALL OTHER CONTRACTS, if the owner and joint owner are spouses we will pay this death benefit upon the death of the last surviving spouse who continues the contract as the sole owner. If the contract has an owner and a joint owner and they are not spouses at the time one dies, we will pay the Contract Value and the contract will end. Joint ownership may not be allowed in your state.

Upon receiving appropriate proof of death, the beneficiary will receive the greater of the following:

- 1) The current Contract Value (as of the time we receive proof of death in good order). We impose no market value adjustment on Contract Value held within the market value adjustment option when a death benefit is paid.
 - 2) Either the base death benefit, which equals the total invested purchase payments you have made proportionally reduced by any withdrawals, or (i) if you have chosen a Guaranteed Minimum Death Benefit (GMDB), the GMDB protected value or (ii) if you have chosen the Highest Daily Value Death Benefit, a death benefit equal to the highest daily value (computed as detailed below in this section).
-

FOR CONTRACTS SOLD ON OR AFTER MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL, you may elect (i) the Guaranteed Minimum Death Benefit if you are age 85 or younger when you purchase the contract or (ii) the Highest Daily Value Death Benefit if you are 79 or younger when you purchase the contract.

FOR ALL OTHER CONTRACTS, you may elect the base death benefit if you are 85 or younger and you may elect a GMDB if you are 79 or younger when you purchase the contract.

GUARANTEED MINIMUM DEATH BENEFIT

The Guaranteed Minimum Death Benefit provides for the option to receive an enhanced death benefit upon the death of the sole owner or the first to die of the owner or joint owner during the accumulation phase. You cannot elect a GMDB option if you choose the Highest Daily Value Death Benefit.

The GMDB protected value option can be equal to the:

- . GMDB roll-up,
- . GMDB step-up, or
- . Greater of the GMDB roll-up and the GMDB step-up.

The GMDB protected value is calculated daily.

GMDB Roll-Up

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80 ON THE CONTRACT DATE, the GMDB roll-up is equal to the invested purchase payments, increased daily at an effective annual interest rate of 5% (SUBJECT TO A 200% CAP FOR CONTRACTS SOLD PRIOR TO MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL) starting on the date that each invested purchase payment is made. The GMDB roll-up value (AND THE CAP FOR CONTRACTS SOLD PRIOR TO MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL) will increase by subsequent invested purchase payments and reduce by the effect of withdrawals.

4: WHAT IS THE DEATH BENEFIT? continued

We stop increasing the GMDB roll-up by the effective annual interest rate on the later of:

- . the contract anniversary coinciding with or next following the sole owner's or older owner's 80/th/ birthday, or
- . the 5/th/ contract anniversary (Applicable only to contracts sold on or after May 1, 2003, or upon subsequent state approval).

However, the GMDB protected value will still increase by subsequent invested purchase payments and reduce by the effect of withdrawals.

FOR CONTRACTS SOLD ON OR AFTER MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL, withdrawals will first reduce the GMDB protected value on a dollar-for-dollar basis up to the first 5% of GMDB protected value calculated on the contract anniversary (on the contract date in the first contract year), then proportionally by any amounts exceeding the 5%. FOR ALL OTHER CONTRACTS, withdrawals will reduce the GMDB protected value and the cap proportionally.

FOR CONTRACTS SOLD ON OR AFTER MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL, if the sole owner or the older of the owner and joint owner is between age 80 and 85 on the contract date, the GMDB roll-up is equal to the invested purchase payments, increased daily at an effective annual interest rate of 3% of all invested purchase payments, starting on the date that each invested purchase payment is made. We will increase the GMDB roll-up by subsequent invested purchase payments and reduce it by the effect of withdrawals.

We stop increasing the GMDB roll-up by the effective annual interest rate on the 5th/ contract anniversary. However we will continue to reduce the GMDB protected value by the effect of withdrawals.

Withdrawals will first reduce the GMDB protected value on a dollar-for-dollar basis up to the first 3% of GMDB protected value calculated on the contract anniversary (on the contract date in the first contract year), then proportionally by any amounts exceeding the 3%.

GMDB Step-Up

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80 ON THE CONTRACT DATE, the GMDB step-up before the first contract anniversary is the initial invested purchase payment increased by subsequent invested purchase payments, and proportionally reduced by the effect of withdrawals. The GMDB step-up on each contract anniversary will be the greater of the previous GMDB step-up and the Contract Value as of such contract anniversary. Between contract anniversaries, the GMDB step-up will increase by invested purchase payments and reduce proportionally by withdrawals.

We stop increasing the GMDB step-up by any appreciation in the Contract Value on the later of:

- . the contract anniversary coinciding with or next following the sole or older owner's 80th/ birthday, or
- . the 5th/ contract anniversary (APPLICABLE ONLY TO CONTRACTS SOLD ON OR AFTER MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL.)

However, we still increase the GMDB protected value by subsequent invested purchase payments and proportionally reduce it by withdrawals.

Here is an example of a proportional reduction:

The current Contract Value is \$100,000 and the protected value is \$80,000. The owner makes a withdrawal that reduces the Contract Value by 25% (including the effect of any withdrawal charges). The new protected value is \$60,000, or 75% of what it was before the withdrawal.

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS BETWEEN AGE 80 AND 85 ON THE CONTRACT DATE, the GMDB step-up before the third contract anniversary is the sum of invested purchase payments, reduced by the effect of withdrawals. On the third contract anniversary, we will adjust the GMDB step-up to the greater of the then current GMDB step-up or the Contract Value as of that contract anniversary. Thereafter, we will only increase the GMDB protected value by subsequent invested purchase payments and proportionally reduce it by withdrawals.

Greater of Step-up and Roll-up Guaranteed Minimum Death Benefit Under this option, the protected value is equal to the greater of the step-up value and the roll-up value.

If you have chosen the base death benefit and death occurs after age 80, the beneficiary will receive the base death benefit described above. If you have chosen the Guaranteed Minimum Death Benefit option and death occurs on or after age 80, the

beneficiary will receive the greater of: 1) the current Contract Value as of the date that due proof of death is received, and 2) the protected value of the GMDB roll-up or the GMDB step-up reduced proportionally by any subsequent withdrawals.

Special rules apply if the beneficiary is the spouse of the owner, and the contract does not have a joint owner. In that case, upon the death of the owner, the spouse will have the choice of the following:

. If the sole beneficiary under the contract is the owner's spouse, and the other requirements of the Spousal Continuation Option are met, then the contract can continue, and the spouse will become the new owner of the contract; or

. The spouse can receive the death benefit. A surviving spouse who is eligible for the Spousal Continuation Option must choose between that benefit and receiving the death benefit during the first 60 days following our receipt of proof of death.

If ownership of the contract changes as a result of the owner assigning it to someone else, we will reset the value of the death benefit to equal the Contract Value on the date the change of ownership occurs, and for purposes of computing the future death benefit, we will treat that Contract Value as a purchase payment occurring on that date.

Depending on applicable state law, some death benefit options may not be available or may be subject to certain restrictions under your contract.

SPECIAL RULES IF JOINT OWNERS

If the contract has an owner and a joint owner and they are spouses at the time that one dies, the Spousal Continuation Option may apply. If the contract has an owner and a joint owner and they are not spouses at the time one dies, we will pay the death benefit and the contract will end. Joint ownership may not be allowed in your state.

HIGHEST DAILY VALUE DEATH BENEFIT

The Highest Daily Value Death Benefit (HDV) is a feature under which the death benefit may be "stepped-up" on a daily basis to reflect increasing Contract Value. HDV is currently being offered in those jurisdictions where we have received regulatory approval, but is not being offered within the original version of the Strategic Partners FlexElite contracts. Certain terms and conditions may differ between jurisdictions once approved. The HDV is not available if you elect the Guaranteed Minimum Death Benefit. Currently, HDV can only be elected at the time you purchase your contract. Please note that you may not terminate the HDV death benefit once elected. Moreover, because this benefit may not be terminated once elected, you must, as detailed below, keep your Contract Value allocated to certain Prudential Series Fund asset allocation portfolios.

Under HDV, the amount of the benefit depends on whether the "target date" is reached. The target date is reached upon the later of the contract anniversary coinciding with or next following the elder owner's (or annuitant's, if entity owned) 80th/ birthday or five years after the contract date. Prior to the target date, the death benefit amount is increased on any business day if the Contract Value on that day exceeds the most recently determined death benefit amount under this option. These possible daily adjustments cease on and after the target date, and instead adjustments are made only for purchase payments and withdrawals.

IF THE CONTRACT HAS ONE CONTRACT OWNER, the contract owner must be age 79 or less at the time the HDV is elected. If the contract has joint owners, the older owner must be age 79 or less. If there are joint owners, death of the owner refers to the first to die of the joint owners. If the contract is owned by an entity, the annuitant must be age 79 or less, and death of the contract owner refers to the death of the annuitant.

Owners electing this benefit prior to December 5, 2005, were required to allocate Contract Value to one or more of the following asset allocation portfolios of the Prudential Series Fund: SP Balanced Asset Allocation Portfolio, SP Conservative Asset Allocation Portfolio, and SP Growth Asset Allocation Portfolio. Owners electing this benefit on or after December 5, 2005, must allocate Contract Value to one or more of the following asset allocation portfolios of Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST UBS Dynamic Alpha Portfolio, American Century Strategic Allocation Portfolio, or AST T. Rowe Price Asset Allocation Portfolio. In general, you must allocate your Contract Value in accordance with the then-available option(s) that we may prescribe, in order to elect and maintain the Highest Daily Value Death Benefit. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. All subsequent transfers and purchase payments will be subject to the new investment limitations.

The HDV death benefit depends on whether death occurs before or after the Death Benefit Target Date.

If the Contract Owner dies before the Death Benefit Target Date, the Death Benefit equals the greater of:

-- the base death benefit; and

-- the HDV as of the contract owner's date of death.

4: WHAT IS THE DEATH BENEFIT? continued

If the Contract Owner Dies on or after the Death Benefit Target Date, the Death Benefit equals the greater of:

-- the base death benefit; and

-- the HDV on the Death Benefit Target Date plus the sum of all purchase payments less the sum of all proportional withdrawals since the Death Benefit Target Date.

The amount determined by this calculation is increased by any purchase payments received after the contract owner's date of death and decreased by any proportional withdrawals since such date.

CALCULATION OF THE HIGHEST DAILY VALUE DEATH BENEFIT

Examples of Highest Daily Value Death Benefit Calculation. The following are examples of how the HDV death benefit is calculated. Each example assumes an initial purchase payment of \$50,000. Each example assumes that there is one contract owner who is age 70 on the contract date.

Example with Market Increase and Death Before Death Benefit Target Date Assume that the contract owner's Contract Value has generally been increasing due to positive market performance and that no withdrawals have been made. On the date we receive due proof of death, the Contract Value is \$75,000; however, the Highest Daily Value was \$90,000. Assume as well that the contract owner has died before the Death Benefit Target Date. The death benefit is equal to the greater of HDV or the base death benefit. The death benefit would be the Highest Daily Value (\$90,000) because it is greater than the amount that would have been payable under the base death benefit (\$75,000).

Example with Withdrawals

Assume that the Contract Value has been increasing due to positive market performance and the contract owner made a withdrawal of \$15,000 in contract year 7 when the Contract Value was \$75,000. On the date we receive due proof of death, the Contract Value is \$80,000; however, the Highest Daily Value (\$90,000) was attained during the fifth contract year. Assume as well that the contract owner has died before the Death Benefit Target Date. The Death Benefit is equal to the greater of the Highest Daily Value (proportionally reduced by the subsequent withdrawal) or the base death benefit.

$$\begin{aligned}\text{Highest Daily Value} &= \$90,000 - [\$90,000 * \$15,000/\$75,000] \\ &= \$90,000 - \$18,000 \\ &= \$72,000\end{aligned}$$

$$\begin{aligned}\text{Base Death Benefit} &= \max [\$80,000, \$50,000 - (\$50,000 * \$15,000/\$75,000)] \\ &= \max [\$80,000, \$40,000] \\ &= \$80,000\end{aligned}$$

The death benefit therefore is \$80,000.

Example with Death after Death Benefit Target Date Assume that the contract owner's Contract Value has generally been increasing due to positive market performance and that no withdrawals had been made prior to the Death Benefit Target Date. Further assume that the contract

owner dies after the Death Benefit Target Date, when the Contract Value is \$75,000. The Highest Daily Value on the Death Benefit Target Date was \$80,000; however, following the Death Benefit Target Date, the contract owner made a purchase payment of \$15,000 and later had taken a withdrawal of \$5,000 when the Contract Value was \$70,000. The death benefit is equal to the greater of the Highest Daily Value on the Death Benefit Target Date plus purchase payments minus proportional withdrawals after the Death Benefit Target Date or the base death benefit.

$$\begin{aligned}\text{Highest Daily Value} &= \$80,000 + \$15,000 - [(\$80,000 + \$15,000) * \$5,000/\$70,000] \\ &= \$80,000 + \$15,000 - \$6,786 \\ &= \$88,214\end{aligned}$$

$$\begin{aligned}\text{Base Death Benefit} &= \max [\$75,000, (\$50,000 + \$15,000) - [(\$50,000 + \$15,000) * \$5,000/\$70,000]] \\ &= \max [\$75,000, \$60,357] \\ &= \$75,000\end{aligned}$$

The death benefit therefore is \$88,214.

PAYOUT OPTIONS

The beneficiary may, within 60 days of providing proof of death, choose to take the death benefit under one of several death benefit payout options listed below.

With respect to a death benefit paid before March 19, 2007, the death benefit payout options were:

Choice 1. Lump sum payment of the death benefit. If the beneficiary does not choose a payout option within sixty days, the beneficiary will receive this payout option.

Choice 2. The payment of the entire death benefit within a period of 5 years from the date of death of the first-to-die of the owner or joint owner.

The entire death benefit will include any increases or losses resulting from the performance of the variable or fixed interest rate options during this period. During this period the beneficiary may: reallocate the Contract Value among the variable, fixed interest rate, or the market value adjustment options; name a beneficiary to receive any remaining death benefit in the event of the beneficiary's death; and make withdrawals from the Contract Value, in which case, any such withdrawals will not be subject to any withdrawal charges. However, the beneficiary may not make any purchase payments to the contract.

During this 5-year period, we will continue to deduct from the death benefit proceeds the charges and costs that were associated with the features and benefits of the contract. Some of these features and benefits may not be available to the beneficiary.

Choice 3. Payment of the death benefit under an annuity or annuity settlement option over the lifetime of the beneficiary or over a period not extending beyond the life expectancy of the beneficiary with distribution beginning within one year of the date of death of the owner.

If the owner and joint owner are spouses, any portion of the death benefit not applied under Choice 3 within one year of the date of death of the first to die must be distributed within five years of that date of death.

The tax consequences to the beneficiary vary among the three death benefit payout options. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners FlexElite Contract?"

With respect to a death benefit paid on or after March 19, 2007, unless the surviving spouse opts to continue the contract (or spousal continuance is required under the terms of your contract), a beneficiary may, within 60 days of providing proof of death, take the death benefit as follows:

ALTERNATIVE DEATH BENEFIT PAYMENT OPTIONS - CONTRACTS OWNED BY INDIVIDUALS (NOT ASSOCIATED WITH TAX-FAVORED PLANS) Except in the case of spousal continuance as described below, upon your death, certain distributions must be made under the contract. The required distributions depend on whether you die before you start taking annuity payments under the contract or after you start taking annuity payments under the contract.

If you die on or after the annuity date, the remaining portion of the interest in the contract must be distributed at least as rapidly as under the method of distribution being used as of the date of death.

In the event of your death before the annuity date, the death benefit must be distributed:

. within five (5) years from the date of death; or

. as a series of annuity payments not extending beyond the life expectancy of the beneficiary or over the life of the beneficiary. Payments under this option must begin within one year of the date of death.

Unless you have made an election prior to death benefit proceeds becoming due, a beneficiary can elect to receive the death benefit proceeds under the Beneficiary Continuation Option as described below in the section entitled "Beneficiary Continuation Option," or as a series of fixed annuity payments. See the section entitled "What Kind of Payments Will I Receive During the Income Phase?"

ALTERNATIVE DEATH BENEFIT PAYMENT OPTIONS - CONTRACTS HELD BY TAX-FAVORED PLANS The Code provides for alternative death benefit payment options when a contract is used as an IRA, 403(b) or other "qualified investment" that requires minimum distributions. Upon your death under an IRA, 403(b) or other "qualified investment", the designated beneficiary may generally elect to continue the contract and receive Required Minimum Distributions under the contract, instead of receiving the death benefit in a single payment. The available payment options will depend on whether the you die before the date Required Minimum Distributions under the Code were to begin, whether you have named a designated beneficiary and whether the beneficiary is your surviving spouse.

4: WHAT IS THE DEATH BENEFIT? continued

. If you die after a designated beneficiary has been named, the death benefit must be distributed by December 31st of the year including the five year anniversary of the date of death, or as periodic payments not extending beyond the life or life expectancy of the designated beneficiary (provided such payments begin by December 31st of the year following the year of death). However, if your surviving spouse is the beneficiary, the death benefit can be paid out over the life or life expectancy of your spouse with such payments beginning no later than December 31st of the year following the year of death or December 31st of the year in which you would have reached age 70 1/2, which ever is later. Additionally, if the contract is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner.

. If you die before a designated beneficiary is named and before the date required minimum distributions must begin under the Code, the death benefit must be paid out within five years from the date of death. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

. If you die before a designated beneficiary is named and after the date Required Minimum Distributions must begin under the Code, the death benefit must be paid out at least as rapidly as under the method then in effect. For contracts where multiple beneficiaries have been named and

at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

A beneficiary has the flexibility to take out more each year than mandated under the required minimum distribution rules.

Until withdrawn, amounts in an IRA, 403(b) or other "qualified investment" continue to be tax deferred. Amounts withdrawn each year, including amounts that are required to be withdrawn under the Minimum Distribution rules, are subject to tax. You may wish to consult a professional tax advisor for tax advice as to your particular situation.

For a Roth IRA, if death occurs before the entire interest is distributed, the death benefit must be distributed under the same rules applied to IRAs where death occurs before the date Required Minimum Distributions must begin under the Code.

The tax consequences to the beneficiary may vary among the different death benefit payment options. See the Tax Considerations section of this prospectus, and consult your tax advisor.

Beneficiary Continuation Option

Instead of receiving the death benefit in a single payment, or under an annuity option, a beneficiary may take the death benefit under an alternative death benefit payment option, as provided by the Code and described above. This "Beneficiary Continuation Option" is described below and is available for an IRA, Roth IRA, SEP IRA, 403(b), or a non-qualified contract.

Under the Beneficiary Continuation Option:

- . The Owner's contract will be continued in the Owner's name, for the benefit of the beneficiary.
- . The beneficiary will incur a Settlement Service Charge which is an annual charge assessed on a daily basis against the average assets allocated to the Sub-accounts. The charge is 1.00% per year.
- . The beneficiary will incur an annual maintenance fee equal to the lesser of \$30 or 2% of contract value if the contract value is less than \$25,000 at the time the fee is assessed. The fee will not apply if it is assessed 30 days prior to a surrender request.
- . The initial contract value will be equal to any death benefit (including any optional death benefit) that would have been payable to the beneficiary if they had taken a lump sum distribution.
- . The available Sub-accounts will be among those available to the Owner at the time of death, however certain Sub-Accounts may not be available.
- . The beneficiary may request transfers among Sub-accounts, subject to the same limitations and restrictions that applied to the Owner. Transfers in excess of 20 per year will incur a \$10 transfer fee.
- . No fixed interest rate options will be offered.
- . No additional Purchase Payments can be applied to the contract.
- . The basic death benefit and any optional benefits elected by the Owner will no longer apply to the beneficiary.
- . The beneficiary can request a withdrawal of all or a portion of the contract value at any time, unless the beneficiary is required to take pre-determined withdrawal amounts.
- . Withdrawals are not subject to a withdrawal charge.
- . Upon the death of the beneficiary, any remaining contract value will be paid in a lump sum to the person(s) named by the beneficiary, unless the beneficiary named a successor who may continue receiving payments.

Currently only investment options corresponding to Portfolios of the Advanced Series Trust, and the Prudential Money Market Portfolio, are available under the Beneficiary Continuation Option.

In addition to the materials referenced above, the Beneficiary will be provided with a prospectus and a settlement agreement describing the Beneficiary Continuation Option. We may pay compensation to the broker-dealer of record on the contract based on amounts held in the Beneficiary Continuation Option. Please contact us for additional information on the availability, restrictions and limitations that will apply to a beneficiary under the Beneficiary Continuation Option.

EARNINGS APPRECIATOR BENEFIT

The Earnings Appreciator Benefit (EAB) is an optional, supplemental death benefit that provides a benefit payment upon the death of the sole owner or first to die of the owner or joint owner during the accumulation phase. Any Earnings Appreciator Benefit payment we make will be in addition to any other death benefit payment we make under the contract. This feature may not be available in your state.

The Earnings Appreciator Benefit is designed to provide a beneficiary with additional funds when we pay a death benefit in order to defray the impact taxes may have on that payment. Because individual circumstances vary, you should consult with a qualified tax advisor to determine whether it would be appropriate for you to elect the Earnings Appreciator Benefit.

If you want the Earnings Appreciator Benefit, you generally must elect it at the time you apply for the contract. If you elect the Earnings Appreciator Benefit, you may not later revoke it. You may, if you wish, select both the Earnings Appreciator Benefit and the Highest Daily Value Death Benefit.

Upon our receipt of proof of death in good order, we will determine an Earnings Appreciator Benefit by multiplying the Earnings Appreciator Benefit percentage below by the lesser of: (i) the then-existing amount of earnings under the contract, or (ii) an amount equal to 3 times the sum of all purchase payments previously made under the contract.

FOR CONTRACTS SOLD ON OR AFTER MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL, for purposes of computing earnings and purchase payments under the Earnings Appreciator Benefit, we calculate earnings as the difference between the Contract Value and the sum of all purchase payments. Withdrawals reduce earnings first, then purchase payments, on a dollar-for-dollar basis.

FOR ALL OTHER CONTRACTS, for purposes of computing earnings and purchase payments under the EAB, we increase the initial purchase payments by any subsequent purchase payments and reduce it proportionally by any withdrawals - the total Contract Value less that resultant sum being earnings.

When determining the amount of 3 times the sum of all purchase payments mentioned in this section, we exclude purchase payments made both (i) after the first contract anniversary and (ii) within 12 months of the date of death (proportionally reduced for withdrawals).

The EAB percentages are as follows:

. 40% if the owner is age 70 or younger on the date the application is signed.

. 25% if the owner is between ages 71 and 75 on the date the application is signed.

. FOR CONTRACTS SOLD ON OR AFTER MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL, 15% if the owner is between ages 76 and 79 on the date the application is signed.

If the contract is owned jointly, the age of the older of the owner or joint owner determines the EAB percentage.

If the surviving spouse is continuing the contract in accordance with the Spousal Continuation Benefit (See "Spousal Continuation Benefit" below), the following conditions apply:

. In calculating the Earnings Appreciator Benefit, we will use the age of the surviving spouse at the time that the Spousal Continuation Benefit is activated to determine the applicable EAB percentage.

. For the original version of the contract, we will not allow the surviving spouse to continue the Earnings Appreciator Benefit (or bear the charge associated with this benefit) if he or she is age 76 or older on the date that the Spousal Continuation Benefit is activated. FOR

CONTRACTS SOLD ON OR AFTER MAY 1, 2003, OR UPON STATE APPROVAL, we will not allow the surviving spouse to continue the Earnings Appreciation Benefit (or bear the charge associated with this benefit) if he or she is age 80 or older on the date the Spousal Continuation Benefit is activated.

. If the Earnings Appreciator Benefit is continued, we will calculate any applicable Earnings Appreciator Benefit payable upon the surviving spouse's death by treating the Contract Value (as adjusted under the terms of the Spousal Continuation Benefit) as the first purchase payment.

Terminating the Earnings Appreciator Benefit The Earnings Appreciator Benefit will terminate on the earliest of:

- . the date you make a total withdrawal from the contract,
- . the date a death benefit is payable if the contract is not continued by the surviving spouse under the Spousal Continuation Benefit,
- . the date the contract terminates, or

4: WHAT IS THE DEATH BENEFIT? continued

- . the date you annuitize the contract.

Upon termination of the Earnings Appreciator Benefit, we cease imposing the associated charge.

SPOUSAL CONTINUANCE BENEFIT

This benefit is available if, on the date we receive proof of the owner's death (or annuitant's death, for custodial contracts) in good order (1) there is only one owner of the contract and there is only one beneficiary who is the owner's spouse, or (2) for contracts sold on or after May 1, 2003 or upon subsequent state approval, there are an owner and joint owner of the contract, and the joint owner is the owner's spouse and the owner's beneficiary under the contract or (3) for contracts sold on or after May 1, 2003 or upon subsequent state approval, (i) the contract is held by a custodial account established to hold retirement assets for the benefit of the natural person annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account") and

(ii) the custodian of the account has elected to continue the contract, and designate the surviving spouse as annuitant. Continuing the contract in the latter scenario will result in the contract no longer qualifying for tax deferral under the Internal Revenue Code. However, such tax deferral should result from the ownership of the contract by the Custodial Account. Spousal continuation may also be available where the contract is owned by certain other types of entity-owners. Please consult your tax or legal adviser.

In no event, however, can the annuitant be older than the maximum age for annuitization on the date of the owner's death, nor can the surviving spouse be older than 95 on the date of the owner's death (or the annuitant's death, in the case of a custodially-owned contract referenced above). Assuming the above conditions are present, the surviving spouse (or custodian, for the custodially-owned contracts referenced above) can elect the Spousal Continuation Benefit, but must do so no later than 60 days after furnishing proof of death in good order.

Upon activation of the Spousal Continuation Benefit, the Contract Value is adjusted to equal the amount of the death benefit to which the surviving spouse would have been entitled. This Contract Value will serve as the basis for calculating any death benefit payable upon the death of the surviving spouse. We will allocate any increase in the adjusted Contract Value among the variable, fixed interest rate and market value adjustment options in the same proportions that existed immediately prior to the spousal continuation adjustment. We will waive the \$1,000 minimum requirement for the market value adjustment option.

Under the Spousal Continuation Benefit, we waive any potential withdrawal charges applicable to purchase payments made prior to activation of the Spousal Continuation Benefit. However, we will continue to impose withdrawal charges on purchase payments made after activation of this benefit. In addition, the Contract Value allocated to the market value adjustment option will remain subject to a potential market value adjustment.

IF YOU ELECTED THE BASE DEATH BENEFIT, then upon activation of the Spousal Continuation Benefit, we will adjust the Contract Value to equal the greater of:

- . the Contract Value, or
- . the sum of all invested purchase payments (adjusted for withdrawals),

plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU ELECTED THE GUARANTEED MINIMUM DEATH BENEFIT WITH THE GMDB ROLL-UP, we

will adjust the Contract Value to equal the greater of:

- . the Contract Value, or
- . the GMDB roll-up,

plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU ELECTED THE GUARANTEED MINIMUM DEATH BENEFIT WITH THE GMDB STEP-UP, we

will adjust the Contract Value to equal the greater of:

- . the Contract Value, or
- . the GMDB step-up,

plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU HAVE ELECTED THE HIGHEST DAILY VALUE DEATH BENEFIT, we will adjust the

Contract Value to equal the greater of:

- . the Contract Value, or
- . the Highest Daily Value,

plus the amount of any applicable Earnings Appreciator Benefit.

After we have made the adjustment to Contract Value set out immediately above, we will continue to compute the GMDB roll-up, the GMDB step-up, or HDV death benefit (as applicable), under the surviving spousal owner's contract, and will do so in accordance with the preceding discussion in this section.

If the contract is being continued by the surviving spouse, the attained age of the surviving spouse will be the basis used in determining the death benefit payable under the Guaranteed Minimum Death Benefit or Highest Daily Value Death Benefit provisions of the contract. The contract may not be continued upon the death of a spouse who had assumed ownership of the contract through the exercise of the Spousal Continuation Benefit.

IF YOU ELECTED THE GUARANTEED MINIMUM INCOME BENEFIT, it will be continued for the surviving spousal owner. All provisions of the Guaranteed Minimum Income Benefit (i.e., waiting period, GMIB roll-up cap, etc.) will remain the same as on the date of the owner's death. If the GMIB reset feature was never exercised, the surviving spousal owner can exercise the GMIB reset feature twice. If the original owner had previously exercised the GMIB reset feature once, the surviving spousal owner can exercise the GMIB reset once. However, the surviving spouse (or new annuitant designated by the surviving spouse) must be under 76 years of age at the time of reset. If the original owner had previously exercised the GMIB reset feature twice, the surviving spousal owner may not exercise the GMIB reset at all. If the attained age of the surviving spouse at activation of the Spousal Continuation Benefit, when added to the remainder of the GMIB waiting period to be satisfied, would preclude the surviving spouse from utilizing the Guaranteed Minimum Income Benefit, we will revoke the Guaranteed Minimum Income Benefit under the contract at that time and we will no longer charge for that benefit.

IF YOU ELECTED ONE OF THE LIFETIME WITHDRAWAL BENEFITS, on the owner's death the Benefit will end. However, if the owner's surviving spouse would be eligible to acquire the Benefit as if he/she were a new purchaser, then the surviving spouse may continue the Benefit under the Spousal Continuation Benefit.

IF YOU ELECTED THE INCOME APPRECIATOR BENEFIT, on the owner's death (or first-to-die, in the case of joint owners), the Income Appreciator Benefit will end unless the contract is continued by the deceased owner's surviving spouse under the Spousal Continuation Benefit. If the contract is continued by the surviving spouse, we will continue to pay the balance of any Income Appreciator Benefit payments until the earliest to occur of the following:

(a) the date on which 10 years' worth of IAB automatic withdrawal payments or IAB credits, as applicable, have been paid, (b) the latest date on which annuity payments would have had to have commenced had the owner not died (i.e., contract anniversary coinciding with or next following the annuitant's 95th/ birthday), or (c) the contract anniversary coinciding with or next following the annuitants' surviving spouse's 95th/ birthday.

If the Income Appreciator Benefit has not been in force for 7 contract years, the surviving spouse may not activate the benefit until it has been in force for 7 contract years. If the attained age of the surviving spouse at activation of the Spousal Continuation Benefit, when added to the remainder of the Income Appreciator Benefit waiting period to be satisfied, would preclude the surviving spouse from utilizing the Income Appreciator Benefit, we will revoke the Income Appreciator Benefit under the contract at that time and we will no longer charge for that benefit. If the Income Appreciator Benefit has been in force for 7 contract years or more, but the benefit has not been activated, the surviving spouse may activate the benefit at any time after the contract has been continued. If the Income Appreciator Benefit is activated after the contract is continued by the surviving spouse, the Income Appreciator Benefit calculation will exclude any amount added to the contract at the time of spousal continuation resulting from any death benefit value exceeding the Contract Value.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS?

LIFETIME FIVE/SM/ INCOME BENEFIT (LIFETIME FIVE)/SM/

The Lifetime Five Income Benefit (Lifetime Five) is an optional feature that guarantees your ability to withdraw amounts equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on your Contract Value, subject to our rules regarding the timing and amount of withdrawals. There are two options - one is designed to provide an annual withdrawal amount for life (the "Life Income Benefit") and the other is designed to provide a greater annual withdrawal amount (than the first option) as long as there is Protected Withdrawal Value (adjusted as described below) (the "Withdrawal Benefit"). If there is no Protected Withdrawal Value, the Withdrawal Benefit will be zero. You do not choose between these two options; each option will continue to be available as long as the annuity has a Contract Value and Lifetime Five is in effect. Certain benefits under Lifetime Five may remain in effect even if the Contract Value is zero. The option may be appropriate if you intend to make periodic withdrawals from your contract and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals - the guarantees are not lost if you withdraw less than the maximum allowable amount each year. Lifetime Five is only being offered in those jurisdictions where we

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

have received regulatory approval and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions. Certain terms and conditions may differ between jurisdictions once approved.

Lifetime Five is subject to certain restrictions described below.

. Currently, Lifetime Five can only be elected once each contract year, and only where the annuitant and the contract owner are the same person or, if the contract owner is an entity, where there is only one annuitant. We reserve the right to limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to contract owners who have an effective Lifetime Five Income Benefit.

. The annuitant must be at least 45 years old when Lifetime Five is elected.

. Lifetime Five may not be elected if you have elected any other optional living benefit.

. Owners electing this benefit prior to December 5, 2005, were required to allocate Contract Value to one or more of the following asset allocation portfolios of the Prudential Series Fund: SP Balanced Asset Allocation Portfolio, SP Conservative Asset Allocation Portfolio, and SP Growth Asset Allocation Portfolio. Owners electing this benefit on or after December 5, 2005, must allocate Contract Value to one or more of the following asset allocation portfolios of the Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha, or AST American Century Strategic Allocation. As specified in this paragraph, you generally must allocate your Contract Value in accordance with the then-available option(s) that we may prescribe, in order to elect and maintain Lifetime Five. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. All subsequent transfers and purchase payments will be subject to the new investment limitations.

Protected Withdrawal Value

The Protected Withdrawal Value is used to determine the amount of each annual payment under the Life Income Benefit and the Withdrawal Benefit. The initial Protected Withdrawal Value is determined as of the date you make your first withdrawal under your contract following your election of Lifetime Five. The initial Protected Withdrawal Value is equal to the greatest of:

(A) the Contract Value on the date you elect Lifetime Five, plus any additional Purchase Payments, each growing at 5% per year from the date of your election of the program, or application of the Purchase Payment to your contract, as applicable, until the date of your first withdrawal or the 10/th/ anniversary of the benefit effective date, if earlier;

(B) the Contract Value on the date of the first withdrawal from your contract, prior to the withdrawal;

(C) the highest Contract Value on each contract anniversary, plus subsequent Purchase Payments prior to the first withdrawal or the 10/th/ anniversary of the benefit effective date, if earlier.

With respect to (A) and (C) above, after the 10/th/ anniversary of the benefit effective date, each value is increased by the amount of any subsequent Purchase Payments.

. If you elect Lifetime Five at the time you purchase your contract, the Contract Value will be your initial purchase payment.

. For existing contract owners who are electing the Lifetime Five Benefit, the Contract Value on the date of the contract owner's election of Lifetime Five will be used to determine the initial Protected Withdrawal Value.

. If you make additional purchase payments after your first withdrawal, the Protected Withdrawal Value will be increased by the amount of each additional purchase payment.

You may elect to step-up your Protected Withdrawal Value if, due to positive market performance, your Contract Value is greater than the Protected Withdrawal Value.

If you elected Lifetime Five on or after March 20, 2006:

- . you are eligible to step-up the Protected Withdrawal Value on or after the 1/st/ anniversary of the first withdrawal under Lifetime Five.
- . the Protected Withdrawal Value can be stepped up again on or after the 1/st/ anniversary of the preceding step-up.

If you elected Lifetime Five prior to March 20, 2006 and that original election remains in effect:

- . you are eligible to step-up the Protected Withdrawal Value on or after the 5/th/ anniversary of the first withdrawal under Lifetime Five.
- . the Protected Withdrawal Value can be stepped up again on or after the 5/th/ anniversary of the preceding step-up.

In either scenario (i.e., elections before or after March 20, 2006) if you elect to step-up the Protected Withdrawal Value, and on the date you elect to step-up, the charges under Lifetime Five have changed for new purchasers, you may be subject to the new charge at the time of step-up. Upon election of the step-up, we increase the Protected Withdrawal Value to be equal to the then current Contract Value. For example, assume your initial Protected Withdrawal Value was \$100,000 and you have made cumulative withdrawals of \$40,000, reducing the Protected Withdrawal Value to \$60,000. On the date you are eligible to step-up the Protected Withdrawal Value, your Contract Value is equal to \$75,000. You could elect to step-up the Protected Withdrawal Value to \$75,000 on the date you are eligible. If your current Annual Income Amount and Annual Withdrawal Amount are less than they would be if we did not reflect the step-up in Protected Withdrawal Value, then we will increase these amounts to reflect the step-up as described below.

An optional automatic step-up ("Auto Step-Up") feature is available for this benefit. This feature may be elected at the time the benefit is elected or at any time while the benefit is in force.

If you elected Lifetime Five on or after March 20, 2006 and have also elected the Auto Step-Up feature:

- . the first Auto Step-Up opportunity will occur on the 1/st/ contract anniversary that is at least one year after the later of (1) the date of the first withdrawal under Lifetime Five or (2) the most recent step-up.
- . your Protected Withdrawal Value will only be stepped-up if 5% of the Contract Value is greater than the Annual Income Amount by any amount.
- . if at the time of the first Auto Step-Up opportunity, 5% of the Contract Value is not greater than the Annual Income Amount, an Auto Step-Up opportunity will occur on each successive contract anniversary until a step-up occurs.
- . once a step-up occurs, the next Auto Step-Up opportunity will occur on the 1/st/ contract anniversary that is at least one year after the most recent step-up.

If you elected Lifetime Five prior to March 20, 2006 and have also elected the Auto Step-Up feature:

- . the first Auto Step-Up opportunity will occur on the contract anniversary that is at least five years after the later of (1) the date of the first withdrawal under Lifetime Five or (2) the most recent step-up.
 - . your Protected Withdrawal Value will only be stepped-up if 5% of the Contract Value is greater than the Annual Income Amount by 5% or more.
-

. if at the time of the first Auto Step-Up opportunity, 5% of the Contract Value does not exceed the Annual Income Amount by 5% or more, an Auto Step-Up opportunity will occur on each successive contract anniversary until a step-up occurs.

. once a step-up occurs, the next Auto Step-Up opportunity will occur on the contract anniversary that is at least 5 years after the most recent step-up.

In either scenario (i.e., elections before or after March 20, 2006), if on the date that we implement an Auto Step-Up to your Protected Withdrawal Value, the charge for Lifetime Five has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Subject to our rules and restrictions, you will still be permitted to manually step-up the Protected Withdrawal Value even if you elect the Auto Step-Up feature.

The Protected Withdrawal Value is reduced each time a withdrawal is made on a "dollar-for-dollar" basis up to 7% per contract year of the Protected Withdrawal Value and on the greater of a "dollar-for-dollar" basis or a pro rata basis for withdrawals in a contract year in excess of that amount until the Protected Withdrawal Value is reduced to zero. At that point, the Annual Withdrawal Amount will be zero until such time (if any) as the contract reflects a Protected Withdrawal Value (for example, due to a step-up or additional purchase payments being made into the contract).

Annual Income Amount Under the Life Income Benefit The initial Annual Income Amount is equal to 5% of the initial Protected Withdrawal Value. Under Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years. If your cumulative withdrawals are in excess of the Annual Income Amount (Excess Income), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charges that may apply. A withdrawal can be considered Excess Income under the Life Income Benefit even though it does not exceed the Annual Withdrawal Amount under the Withdrawal Benefit. When you elect a step-up, your Annual Income Amount increases to equal 5% of your Contract Value after the step-up if such amount is greater than your Annual Income Amount. Your Annual Income Amount also increases if you make additional purchase payments. The amount of the increase is equal to 5% of any additional purchase payments. Any increase will be added to your Annual Income Amount beginning on the day that the step-up is effective or the purchase payment is made. A determination of whether you have exceeded your Annual Income Amount is made at the time of each withdrawal; therefore, a subsequent increase in the Annual Income Amount will not offset the effect of a withdrawal that exceeded the Annual Income Amount at the time the withdrawal was made.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Annual Withdrawal Amount Under the Withdrawal Benefit The initial Annual Withdrawal Amount is equal to 7% of the initial Protected Withdrawal Value. Under Lifetime Five, if your cumulative withdrawals each contract year are less than or equal to the Annual Withdrawal Amount, your Protected Withdrawal Value will be reduced on a "dollar-for-dollar" basis. If your cumulative withdrawals are in excess of the Annual Withdrawal Amount (Excess Withdrawal), your Annual Withdrawal Amount will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Withdrawal to the Contract Value immediately prior to such withdrawal (see the examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charges that may apply. When you elect a step-up, your Annual Withdrawal Amount increases to equal 7% of your Contract Value after the step-up if such amount is greater than your Annual Withdrawal Amount. Your Annual Withdrawal Amount also increases if you make additional purchase payments. The amount of the increase is equal to 7% of any additional purchase payments. A determination of whether you have exceeded your Annual Withdrawal Amount is made at the time of each withdrawal; therefore, a subsequent increase in the Annual Withdrawal Amount will not offset the effect of a withdrawal that exceeded the Annual Withdrawal Amount at the time the withdrawal was made.

Lifetime Five does not affect your ability to make withdrawals under your contract or limit your ability to request withdrawals that exceed the Annual Income Amount and the Annual Withdrawal Amount. You are not required to withdraw all or any portion of the Annual Withdrawal Amount or Annual Income Amount in each contract year.

. If, cumulatively, you withdraw an amount less than the Annual Withdrawal Amount under the Withdrawal Benefit in any contract year, you cannot carry-over the unused portion of the Annual Withdrawal Amount to subsequent contract years.

. If, cumulatively, you withdraw an amount less than the Annual Income Amount under the Life Income Benefit in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

However, because the Protected Withdrawal Value is only reduced by the actual amount of withdrawals you make under these circumstances, any unused Annual Withdrawal Amount or Annual Income Amount may extend the period of time until the remaining Protected Withdrawal Value is reduced to zero.

The following examples of dollar-for-dollar and proportional reductions and the step-up of the Protected Withdrawal Value, Annual Withdrawal Amount and Annual Income Amount assume: 1.) the contract date and the effective date of Lifetime Five are February 1, 2005; 2.) an initial purchase payment of \$250,000; 3.) the Contract Value on February 1, 2006 is equal to \$265,000; and

4.) the first withdrawal occurs on March 1, 2006 when the Contract Value is equal to \$263,000. The values set forth here are purely hypothetical, and do not reflect the charge for Lifetime Five.

The initial Protected Withdrawal Value is calculated as the greatest of (a),

(b) and (c):

(a) Purchase payment accumulated at 5% per year from February 1, 2005 until March 1, 2006 (393 days) = $\$250,000 \times 1.05(393/365) = \$263,484$

(b) Contract value on March 1, 2006 (the date of the first withdrawal) = \$263,000

(c) Contract value on February 1, 2006 (the first contract anniversary) = \$265,000

Therefore, the initial Protected Withdrawal Value is equal to \$265,000. The Annual Withdrawal Amount is equal to \$18,550 under the Withdrawal Benefit (7% of \$265,000). The Annual Income Amount is equal to \$13,250 under the Life Income Benefit (5% of \$265,000).

Example 1. Dollar-for-Dollar Reduction

If \$10,000 was withdrawn (less than both the Annual Income Amount and the Annual Withdrawal Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Withdrawal Amount for current contract year = $\$18,550 - \$10,000 = \$8,550$

. Annual Withdrawal Amount for future contract years remains at \$18,550

. Remaining Annual Income Amount for current contract year = $\$13,250 - \$10,000 = \$3,250$

. Annual Income Amount for future contract years remains at \$13,250

. Protected Withdrawal Value is reduced by \$10,000 from \$265,000 to \$255,000

Example 2. Dollar-for-Dollar and Proportional Reductions

a) If \$15,000 was withdrawn (more than the Annual Income Amount but less than the Annual Withdrawal Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Withdrawal Amount for current contract year = $\$18,550 - \$15,000 = \$3,550$

. Annual Withdrawal Amount for future contract years remains at \$18,550

. Remaining Annual Income Amount for current contract year = \$0

56

. Excess of withdrawal over the Annual Income Amount ($\$15,000 - \$13,250 = \$1,750$) reduces Annual Income Amount for future contract years.

. Reduction to Annual Income Amount = $\text{Excess Income} / \text{Contract Value before Excess Income} \times \text{Annual Income Amount} = \$1,750 / (\$263,000 - \$13,250) \times \$13,250 = \$93$

. Annual Income Amount for future contract years = $\$13,250 - \$93 = \$13,157$

. Protected Withdrawal Value is reduced by \$15,000 from \$265,000 to \$250,000

b) If \$25,000 was withdrawn (more than both the Annual Income Amount and the Annual Withdrawal Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Withdrawal Amount for current contract year = \$0

. Excess of withdrawal over the Annual Withdrawal Amount ($\$25,000 - \$18,550 = \$6,450$) reduces Annual Withdrawal Amount for future contract years.

. Reduction to Annual Withdrawal Amount = $\text{Excess Withdrawal} / \text{Contract Value before Excess Withdrawal} \times \text{Annual Withdrawal Amount} = \$6,450 / (\$263,000 - \$18,550) \times \$18,550 = \$489$

. Annual Withdrawal Amount for future contract years = $\$18,550 - \$489 = \$18,061$

. Remaining Annual Income Amount for current contract year = \$0

. Excess of withdrawal over the Annual Income Amount ($\$25,000 - \$13,250 = \$11,750$) reduces Annual Income Amount for future contract years.

. Reduction to Annual Income Amount = $\text{Excess Income} / \text{Contract Value before Excess Income} \times \text{Annual Income Amount} = \$11,750 / (\$263,000 - \$13,250) \times \$13,250 = \$623$

. Annual Income Amount for future contract years = $\$13,250 - \$623 = \$12,627$

. Protected Withdrawal Value is first reduced by the Annual Withdrawal Amount (\$18,550) from \$265,000 to \$246,450. It is further reduced by the greater of a dollar-for-dollar reduction or a proportional reduction.

. Dollar-for-dollar reduction = $\$25,000 - \$18,550 = \$6,450$

. Proportional reduction = $\text{Excess Withdrawal} / \text{Contract Value before Excess Withdrawal} \times \text{Protected Withdrawal Value} = \$6,450 / (\$263,000 - \$18,550) \times \$246,450 = \$6,503$

. Protected Withdrawal Value = $\$246,450 - \max[\$6,450, \$6,503] = \$239,947$

Example 3. Step-Up of the Protected Withdrawal Value If the Annual Income Amount (\$13,250) is withdrawn each year starting on March 1, 2006 for a period of 3 years, the Protected Withdrawal Value on February 1, 2012 would be reduced to \$225,250 $\{\$265,000 - (\$13,250 \times 3)\}$. If a step-up is elected on February 1, 2012, and the Account Value on February 1, 2012 is \$280,000, then the following values would result:

. Protected Withdrawal Value = Account Value on February 1, 2012 = \$280,000

. Annual Income Amount is equal to the greater of the current Annual Income Amount or 5% of the stepped up Protected Withdrawal Value. Current Annual Income Amount is \$13,250. 5% of the stepped up Protected Withdrawal Value is 5% of \$280,000, which is \$14,000. Therefore, the Annual Income Amount is increased to \$14,000.

. Annual Withdrawal Amount is equal to the greater of the current Annual Withdrawal Amount or 7% of the stepped up Protected Withdrawal Value. Current Annual Withdrawal Amount is \$18,550. 7% of the stepped-up Protected Withdrawal Value is 7% of \$280,000, which is \$19,600. Therefore the Annual Withdrawal Amount is increased to \$19,600.

. Because the Issue Date and Effective Date of Lifetime Five for this example is prior to March 20, 2006, if the step-up request on February 1, 2012 was due to the election of the auto step-up feature, we would first check to see if an auto step-up should occur by checking to see if 5% of the Account Value exceeds the Annual Income Amount by 5% or more. 5% of the Account Value is equal to 5% of \$280,000, which is \$14,000. 5% of the Annual Income Amount (\$13,250) is \$662.50, which added to the Annual Income Amount is \$13,912.50. Since 5% of the Account Value is greater than \$13,912.50, the step-up would still occur in this scenario, and all of the values would be increased as indicated above. Had the Issue Date and Effective Date of the Lifetime Five benefit been on or after March 20, 2006, the step-up would still occur because 5% of the Account Value is greater than the Annual Income Amount.

Benefits Under Lifetime Five

. If your Contract Value is equal to zero, and the cumulative withdrawals in the current contract year are greater than the Annual Withdrawal Amount, Lifetime Five will terminate. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount and amounts are still payable under both the Life Income Benefit and the Withdrawal Benefit, you will be given the choice of receiving the payments under the Life Income Benefit or under the Withdrawal Benefit. Once you make this election we will make an additional payment for that contract year equal to either the remaining Annual Income Amount or Annual Withdrawal Amount for the contract year, if any, depending on the option you choose. In subsequent contract years we make payments that equal either the Annual Income Amount or the Annual Withdrawal Amount. You will not be able to change the option after your election and no further purchase payments will be accepted under your contract. If you do not make an election, we will pay you annually under the Life Income Benefit. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount but less than or equal to the Annual Withdrawal Amount and amounts are still payable under the Withdrawal Benefit, you will receive the payments under the Withdrawal Benefit. In the year of a withdrawal that reduced your Contract Value to zero, we will make an additional payment to equal any remaining Annual

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Withdrawal Amount and make payments equal to the Annual Withdrawal Amount in each subsequent year (until the Protected Withdrawal Value is depleted). Once your Contract Value equals zero no further purchase payments will be accepted under your contract.

. If annuity payments are to begin under the terms of your contract or if you decide to begin receiving annuity payments and there is any Annual Income Amount due in subsequent contract years or any remaining Protected Withdrawal Value, you can elect one of the following three options:

1. apply your Contract Value to any annuity option available;
2. request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We make such annuity payments until the annuitant's death; or
3. request that, as of the date annuity payments are to begin, we pay out any remaining Protected Withdrawal Value as annuity payments. Each year such annuity payments will equal the Annual Withdrawal Amount or the remaining Protected Withdrawal Value if less. We make such annuity payments until the earlier of the annuitant's death or the date the Protected Withdrawal Value is depleted.

We must receive your request in a form acceptable to us at the Prudential Annuity Service Center.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a single life fixed annuity with five payments certain using the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

1. the present value of future Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed annuity rates then currently available or the single life fixed annuity rates guaranteed in your contract; and

2. the Contract Value.

. If no withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount and an Annual Withdrawal Amount as if you made your first withdrawal on the date the annuity payments are to begin.

Other Important Considerations

. Withdrawals under Lifetime Five are subject to all of the terms and conditions of the contract, including any withdrawal charges.

. Withdrawals made while Lifetime Five is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Lifetime Five does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable withdrawal charges). If you surrender your contract, you will receive the current Contract Value, not the Protected Withdrawal Value.

. You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing Lifetime Five. Lifetime Five provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Protected Withdrawal Value or Annual Income Amount in the form of periodic benefit payments.

Election of Lifetime Five

WITH RESPECT TO THE SUBSEQUENT VERSION OF STRATEGIC PARTNERS FLEXELITE SOLD ON OR AFTER MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL, Lifetime Five can be elected at the time you purchase your contract, or after the contract date.

WITH RESPECT TO THE ORIGINAL VERSION OF STRATEGIC PARTNERS FLEXELITE, Lifetime Five can be elected only after the contract date. Elections of Lifetime Five are subject to our eligibility rules and restrictions. The contract owner's Contract Value as of the date of election will be used as the basis to calculate the initial Protected Withdrawal Value, the initial Annual Withdrawal Amount, and the initial Annual Income Amount.

Termination of Lifetime Five

Lifetime Five terminates automatically when your Protected Withdrawal Value and Annual Income Amount reach zero. You may terminate Lifetime Five at any time by notifying us. If you terminate Lifetime Five, any guarantee provided by the benefit will terminate as of the date the termination is effective.

Lifetime Five terminates:

. upon your surrender of the contract,

. upon the death of the annuitant (but your surviving spouse may elect a new Lifetime Five benefit if your spouse elects the spousal continuance option and your spouse would then be eligible to elect the benefit as if he/she were a new purchaser),

. upon a change in ownership of the contract that changes the tax identification number of the contract owner, or

. upon your election to begin receiving annuity payments.

We cease imposing the charge for Lifetime Five upon the earliest to occur of

(i) your election to terminate the benefit, (ii) our receipt of appropriate proof of the death of the owner (or annuitant, for entity owned contracts),

(iii) the annuity date, (iv) automatic termination of the benefit due to an impermissible change of owner or annuitant, or (v) a withdrawal that causes the benefit to terminate.

While you may terminate Lifetime Five at any time, we may not terminate the benefit other than in the circumstances listed above. However, we may stop offering Lifetime Five for new elections or re-elections at any time in the future.

Currently, if you terminate Lifetime Five, you generally will only be permitted to re-elect the benefit or elect another lifetime withdrawal benefit on any anniversary of the contract date that is at least 90 calendar days from the date the benefit was last terminated.

If you elected Lifetime Five at the time you purchased your contract and prior to March 20, 2006, and you terminate Lifetime Five, there will be no waiting period before you can re-elect the benefit or elect Spousal Lifetime Five. However, once you choose to re-elect/elect, the waiting period described above will apply to subsequent re-elections. If you elected Lifetime Five after the time you purchased your contract, but prior to March 20, 2006, and you terminate Lifetime Five, you must wait until the contract anniversary following your cancellation before you can re-elect the benefit or elect Spousal Lifetime Five. Once you choose to re-elect/elect, the waiting period described above will apply to subsequent re-elections. We reserve the right to limit the re-election/election frequency in the future. Before making any such change to the re-election/ election frequency, we will provide prior notice to contract owners who have an effective Lifetime Five Income Benefit.

Additional Tax Considerations

If you purchase an annuity contract as an investment vehicle for "qualified" investments, including an IRA, the minimum distribution rules under the Code require that you begin receiving periodic amounts from your annuity contract beginning after age 70 1/2. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Withdrawal Amount and the Annual Income Amount, which will cause us to increase the Annual Income Amount and the Annual Withdrawal Amount in any contract year that required minimum distributions due from your contract are greater than such amounts. Any such payments will reduce your Protected Withdrawal Value. In addition, the amount and duration of payments under the contract payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distribution provisions under the tax law.

SPOUSAL LIFETIME FIVE/SM/ INCOME BENEFIT (SPOUSAL LIFETIME FIVE)/SM/ The Spousal Lifetime Five Income Benefit (Spousal Lifetime Five) described below is only being offered in those jurisdictions where we have received regulatory approval and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions. Certain terms and conditions may differ

between jurisdictions once approved. Currently, if you elect Spousal Lifetime Five and subsequently terminate the benefit, there may be a restriction on your ability to re-elect Spousal Lifetime Five or elect another lifetime withdrawal benefit. We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to contract owners who have an effective Spousal Lifetime Five Income Benefit. Spousal Lifetime Five must be elected based on two Designated Lives, as described below. Each Designated Life must be at least 55 years old when the benefit is elected. Spousal Lifetime Five is not available if you elect any other optional living or optional death benefit. As long as your Spousal Lifetime Five Income Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available option(s). Owners electing this benefit must allocate contract value to one or more of the following asset allocation portfolios of the Advanced Series Trust (we reserve the right to change these required portfolios on a prospective basis):

AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha Strategy, or AST American Century Strategic Allocation.

We offer a benefit that guarantees until the later death of two natural persons that are each other's spouses at the time of election of Spousal Lifetime Five and at the first death of one of them (the "Designated Lives", each a "Designated Life") the ability to withdraw an annual amount (Spousal Life Income Benefit) equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our rules regarding the timing and amount of withdrawals. The Spousal Life Income Benefit may remain in effect even if the Contract Value is zero. Spousal Lifetime Five may be appropriate if you intend to make periodic withdrawals from your annuity, wish to ensure that market performance will not affect your ability to receive annual payments and you wish either spouse to be able to continue the Spousal Life Income Benefit after the death of the first. You are not required to make withdrawals as part of the benefit - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Protected Withdrawal Value

The Protected Withdrawal Value is used to determine the amount of each annual payment under the Spousal Life Income Benefit. The initial Protected Withdrawal Value is determined as of the date you make your first withdrawal under your contract following your election of Spousal Lifetime Five. The initial Protected Withdrawal Value is equal to the greatest of:

(A)the Contract Value on the date you elect Spousal Lifetime Five, plus any additional Purchase Payments, each growing at 5% per year from the date of your election of the program, or application of the Purchase Payment to your contract, as applicable, until the date of your first withdrawal or the 10/th/ anniversary of the benefit effective date, if earlier; (B)the Contract Value on the date of the first withdrawal from your contract, prior to the withdrawal;

(C)the highest Contract Value on each contract anniversary, plus subsequent Purchase Payments prior to the first withdrawal or the 10/th/ anniversary of the benefit effective date, if earlier.

With respect to (A) and (C) above, after the 10/th/ anniversary of the benefit effective date, each value is increased by the amount of any subsequent Purchase Payments.

. If you elect Spousal Lifetime Five at the time you purchase your contract, the Contract Value will be your initial purchase payment.

. For existing contract owners who are electing the Spousal Lifetime Five Benefit, the Contract Value on the date of your election of Spousal Lifetime Five will be used to determine the initial Protected Withdrawal Value.

Annual Income Amount Under the Spousal Life Income Benefit The initial Annual Income Amount is equal to 5% of the initial Protected Withdrawal Value. Under Spousal Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charges that may apply.

You may elect to step-up your Annual Income Amount if, due to positive market performance, 5% of your Contract Value is greater than the Annual Income Amount. You are eligible to step-up the Annual Income Amount on or after the 1st/ anniversary of the first withdrawal under Spousal Lifetime Five. The Annual Income Amount can be stepped up again on or after the 1st/ anniversary of the preceding step-up. If you elect to step-up the Annual Income Amount, and on the date you elect to step-up, the charges under Spousal Lifetime Five have changed for new purchasers, you may be subject to the new charge at the time of such step-up. When you elect a step-up, your Annual Income Amount increases to equal 5% of your Contract Value after the step-up. Your Annual Income Amount also increases if you make additional Purchase Payments. The amount of the increase is equal to 5% of any additional Purchase Payments. Any increase will be added to your Annual Income Amount beginning on the day that the step-up is effective or the Purchase Payment is made. A determination of whether you have exceeded your Annual Income Amount is made at the time of each withdrawal; therefore a subsequent increase in the Annual Income Amount will not offset the effect of a withdrawal that exceeded the Annual Income Amount at the time the withdrawal was made.

An optional automatic step-up ("Auto Step-Up") feature is available for this benefit. This feature may be elected at the time the benefit is elected or at any time while the benefit is in force. If you elect this feature, the first Auto Step-Up opportunity will occur on the 1st/ contract anniversary that is at least one year after the later of (1) the date of the first withdrawal under Spousal Lifetime Five or (2) the most recent step-up. At this time, your Annual Income Amount will be stepped-up if 5% of your Contract Value is greater than the Annual Income Amount by any amount. If 5% of the Contract Value does not exceed the Annual Income Amount, then an Auto Step-Up opportunity will occur on each successive contract anniversary until a step-up occurs. Once a step-up occurs, the next Auto Step-Up opportunity will occur on the 1st/ contract anniversary that is at least 1 year after the most recent step-up. If, on the date that we implement an Auto Step-Up to your Annual Income Amount, the charge for Spousal Lifetime Five has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Subject to our rules and restrictions, you will still be permitted to manually step-up the Annual Income Amount even if you elect the Auto Step-Up feature.

Spousal Lifetime Five does not affect your ability to make withdrawals under your contract or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Spousal Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount under Spousal Life Income Benefit in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

The following examples of dollar-for-dollar and proportional reductions and the step-up of the Annual Income Amount assume: 1.) the contract date and the effective date of Spousal Lifetime Five are February 1, 2005; 2.) an initial purchase payment of \$250,000; 3.) the Contract Value on February 1, 2006 is equal to \$265,000; and 4.) the first withdrawal occurs on March 1, 2006 when the Contract Value is equal to \$263,000. The values set forth here are purely hypothetical, and do not reflect the charge for the Spousal Lifetime Income Benefit.

The initial Protected Withdrawal Value is calculated as the greatest of (a),

(b) and (c):

(a) Purchase payment accumulated at 5% per year from February 1, 2005 until March 1, 2006 (393 days) = $\$250,000 \times 1.05^{(393/365)} = \$263,484.33$

(b) Contract value on March 1, 2006 (the date of the first withdrawal) = \$263,000

(c) Contract value on February 1, 2006 (the first contract anniversary) = \$265,000

Therefore, the initial Protected Withdrawal Value is equal to \$265,000. The Annual Income Amount is equal to \$13,250 under the Spousal Life Income Benefit (5% of \$265,000).

Example 1. Dollar-for-Dollar Reduction

If \$10,000 was withdrawn (less than the Annual Income Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Income Amount for current contract year = $\$13,250 - \$10,000 = \$3,250$ Annual Income Amount for future contract years remains at \$13,250

Example 2. Dollar-for-Dollar and Proportional Reductions If \$15,000 was withdrawn (more than the Annual Income Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Income Amount for current contract year = \$0

. Excess of withdrawal over the Annual Income Amount ($\$15,000 - \$13,250 = \$1,750$) reduces Annual Income Amount for future contract years.

. Reduction to Annual Income Amount = $\text{Excess Income} / \text{Contract Value before Excess Income} \times \text{Annual Income Amount} = \$1,750 / (\$263,000 - \$13,250) \times \$13,250 = \$93$

. Annual Income Amount for future contract years = $\$13,250 - \$93 = \$13,157$

Example 3. Step-up of the Annual Income Amount If a step-up of the Annual Income Amount is requested on February 1, 2010 or the Auto Step-Up feature was elected, the step-up would occur because 5% of the Contract Value, which is \$14,000 (5% of \$280,000), is greater than the Annual Income Amount of \$13,250. The new Annual Income Amount will be equal to \$14,000.

Benefits Under Spousal Lifetime Five

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount and amounts are still payable under the Spousal Life Income Benefit, we will make an additional payment for that contract year equal to the remaining Annual Income Amount for the contract year, if any. Thus, in that scenario, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Annual Income Amount as described above. No further purchase payments will be accepted under your contract. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount, the Spousal Life Income Benefit terminates and no additional payments will be made.

. If annuity payments are to begin under the terms of your contract or if you decide to begin receiving annuity payments and there is any Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

1. apply your Contract Value to any annuity option available; or

2. request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death.

We must receive your request in a form acceptable to us at our office.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a joint and survivor or single (as applicable) life fixed annuity with five payments certain using the same basis that is used to calculate the greater of the annuity rates

then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

1. the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the single life fixed annuity rates guaranteed in your contract; and
2. the Contract Value.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

. If no withdrawal was ever taken, we will determine an initial Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

Other Important Considerations

. Withdrawals under Spousal Lifetime Five are subject to all of the terms and conditions of the contract, including any withdrawal charges.

. Withdrawals made while Spousal Lifetime Five is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Spousal Lifetime Five does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable withdrawal charges). If you surrender your contract, you will receive the current surrender value.

. You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing Spousal Lifetime Five. Spousal Lifetime Five provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. In general, you must allocate your Contract Value in accordance with the then-available option(s) that we may prescribe, in order to elect and maintain Spousal Lifetime Five. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. All subsequent transfers and purchase payments will be subject to the new investment limitations.

. There may be circumstances where you will continue to be charged the full amount for Spousal Lifetime Five even when the benefit is only providing a guarantee of income based on one life with no survivorship.

. In order for the surviving Designated Life to continue Spousal Lifetime Five upon the death of an owner, the Designated Life must elect to assume ownership of the contract under the spousal continuation benefit.

Election of and Designations of Spousal Lifetime Five Spousal Lifetime Five can only be elected based on two Designated Lives. Designated Lives must be natural persons who are each other's spouses at the time of election of the benefit and at the death of the first of the Designated Lives to die. Currently, the benefit may only be elected where the contract owner, annuitant and beneficiary designations are as follows:

. One contract owner, where the annuitant and the contract owner are the same person and the beneficiary is the contract owner's spouse. The contract owner/annuitant and the beneficiary each must be at least 55 years old at the time of election; or

. Co-contract owners, where the contract owners are each other's spouses. The beneficiary designation must be the surviving spouse. The first named contract owner must be the annuitant. Both contract owners must each be 55 years old at the time of election.

. One contract owner, where the owner is a custodial account established to hold retirement assets for the benefit of the annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account"), the beneficiary is the Custodial Account, and the spouse of the annuitant is the co-annuitant. Both the annuitant and co-annuitant must each be at least 55 years old at the time of election. When the contract is set up in this manner, in order for Spousal Lifetime Five to be continued after the death of the first designated life (the annuitant), the custodian must have elected to continue the contract, with the second designated life (the co-annuitant) named as annuitant.

No ownership changes or annuitant changes will be permitted once this benefit is elected. However, if the contract is co-owned, the contract owner that is not the annuitant may be removed without affecting the benefit.

Spousal Lifetime Five can be elected at the time that you purchase your contract. We also offer existing contract owners the option to elect Spousal Lifetime Five after the contract date of their contract, subject to our eligibility rules and restrictions. Your Contract Value as of the date of election will be used as a basis to calculate the initial Protected Withdrawal Value and the Annual Income Amount.

Currently, if you terminate Spousal Lifetime Five, you may only be permitted to re-elect the benefit or elect another lifetime withdrawal benefit on any anniversary of the contract date that is at least 90 calendar days from the date the benefit was last terminated.

We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to contract owners who have an effective Spousal Lifetime Five Income Benefit.

Termination of Spousal Lifetime Five

Spousal Lifetime Five terminates automatically when your Annual Income Amount equals zero. You may terminate Spousal Lifetime Five at any time by notifying us. If you terminate Spousal Lifetime Five, any guarantee provided by the benefit will terminate as of the date the termination is effective and certain restrictions on re-election of the benefit will apply as described above. We reserve the right to further limit the frequency election in the future. Spousal Lifetime Five terminates upon your surrender of the contract, upon the first Designated Life to die if the contract is not continued, upon the second Designated Life to die or upon your election to begin receiving annuity payments.

The charge for Spousal Lifetime Five will no longer be deducted from your Contract Value upon termination of the benefit.

Additional Tax Considerations

If you purchase an annuity contract as an investment vehicle for "qualified" investments, including an IRA, the minimum distribution rules under the Code require that you begin receiving periodic amounts from your contract beginning after age 70 1/2. Roth IRAs are not subject to these rules during the contract owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any contract year that required minimum distributions due from your contract are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distributions under the tax law.

HIGHEST DAILY LIFETIME FIVE/SM/ INCOME BENEFIT (HD5)/SM/

The Highest Daily Lifetime Five program described below is only being offered in those jurisdictions where we have received regulatory approval and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions. Certain terms and conditions may differ between jurisdictions once approved. Highest Daily Lifetime Five is offered as an alternative to Lifetime Five and Spousal Lifetime Five. Currently, if you elect Highest Daily Lifetime Five and subsequently terminate the benefit, you will not be able to re-elect Highest Daily Lifetime Five, and may have a waiting period until you can elect another lifetime withdrawal benefit. Specifically, you may

be permitted to elect Lifetime Five or Spousal Lifetime Five only on an anniversary of the contract date that is at least 90 calendar days from the date that Highest Daily Lifetime Five was terminated. We reserve the right to further limit the election frequency in the future. The income benefit under Highest Daily Lifetime Five currently is based on a single "designated life" who is at least 55 years old on the date that the benefit is acquired. The Highest Daily Lifetime Five Benefit is not available if you elect any other optional living benefit, although you may elect any optional death benefit (other than the Highest Daily Value death benefit). As long as your Highest Daily Lifetime Five Benefit is in effect, you must allocate your Contract Value in accordance with the then-permitted and available investment option(s) with this program.

We offer a benefit that guarantees until the death of the single designated life the ability to withdraw an annual amount (the "Total Annual Income Amount") equal to a percentage of an initial principal value (the "Total Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. The benefit may be appropriate if you intend to make periodic withdrawals from your Contract, and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. We discuss Highest Daily Lifetime Five in greater detail immediately below. In addition, please see the Glossary section of this prospectus for definitions of some of the key terms used with this benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Highest Daily Lifetime Five, and in the Appendices to this prospectus, we set forth the formula under which we make those asset transfers.

As discussed below, a key component of Highest Daily Lifetime Five is the Total Protected Withdrawal Value, which is an amount that is distinct from Contract Value. Because each of the Total Protected Withdrawal Value and Total Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Total Annual Income Amount remains. You are guaranteed to be able to withdraw the Total Annual Income Amount for the rest of your life, provided that you have not made "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Total Annual Income Amount. Thus, you could experience a scenario in which your Contract Value was zero, and, due to your excess withdrawals, your Total Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Highest Daily Lifetime Five.

Key Feature - Total Protected Withdrawal Value The Total Protected Withdrawal Value is used to determine the amount of the annual payments under Highest Daily Lifetime Five. The Total Protected Withdrawal Value is equal to the greater of the Protected Withdrawal Value and any Enhanced Protected Withdrawal Value that may exist. We describe how we determine Enhanced Protected Withdrawal Value, and when we begin to calculate it, below. If you do not meet the conditions described below for obtaining Enhanced Protected Withdrawal Value then Total Protected Withdrawal Value is simply equal to Protected Withdrawal Value.

The Protected Withdrawal Value initially is equal to the Contract Value on the date that you elect Highest Daily Lifetime Five. On each business day thereafter, until the earlier of the first withdrawal or ten years after the date of your election of the benefit, we recalculate the

Protected Withdrawal Value. Specifically, on each such business day (the "Current Business Day"), the Protected Withdrawal Value is equal to the greater of:

. the Protected Withdrawal Value for the immediately preceding business day (the "Prior Business Day"), appreciated at the daily equivalent of 5% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive business days , but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any Purchase Payment (including any associated credit) made on the Current Business Day; and

. the Contract Value.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

If you have not made a withdrawal prior to the tenth anniversary of the date you elected Highest Daily Lifetime Five (which we refer to as the "Tenth Anniversary"), we will continue to calculate a Protected Withdrawal Value. On or after the Tenth Anniversary and up until the date of the first withdrawal, your Protected Withdrawal Value is equal to the greater of the Protected Withdrawal Value on the Tenth Anniversary or your Contract Value.

The Enhanced Protected Withdrawal Value is only calculated if you do not take a withdrawal prior to the Tenth Anniversary. Thus, if you do take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive Enhanced Protected Withdrawal Value. If no such withdrawal is taken, then on or after the Tenth Anniversary up until the date of the first withdrawal, the Enhanced Protected Withdrawal Value is equal to the sum of:

(a)200% of the Contract Value on the date you elected Highest Daily Lifetime Five;

(b)200% of all Purchase Payments made during the one-year period after the date you elected Highest Daily Lifetime Five; and

(c)100% of all Purchase Payments made more than one year after the date you elected Highest Daily Lifetime Five, but prior to the date of your first withdrawal.

We cease these daily calculations of the Protected Withdrawal Value and Enhanced Protected Withdrawal Value (and therefore, the Total Protected Withdrawal Value) when you make your first withdrawal. However, as discussed below, subsequent Purchase Payments will increase the Total Annual Income Amount, while "excess" withdrawals (as described below) may decrease the Total Annual Income Amount.

Key Feature - Total Annual Income Amount under the Highest Daily Lifetime Five Benefit

The initial Total Annual Income Amount is equal to 5% of the Total Protected Withdrawal Value. For purposes of the asset transfer formula described below, we also calculate a Highest Daily Annual Income Amount, which is initially equal to 5% of the Protected Withdrawal Value. Under the Highest Daily Lifetime Five Benefit, if your cumulative withdrawals in a Contract Year are less than or equal to the Total Annual Income Amount, they will not reduce your Total Annual Income Amount in subsequent Contract Years, but any such withdrawals will reduce the Total Annual Income Amount on a dollar-for-dollar basis in that Contract Year. If your cumulative withdrawals are in excess of the Total Annual Income Amount ("Excess Income"), your Total Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charge that may apply. A Purchase Payment that you make will increase the then-existing Total Annual Income Amount and Highest Daily Annual Income Amount by an amount equal to 5% of the Purchase Payment.

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Total Annual Income Amount if your Contract Value increases subsequent to your first withdrawal. We begin examining the Contract Value for purposes of this feature starting with the anniversary of the Contract Date (the "Contract Anniversary") immediately after your first withdrawal under the benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on the business days corresponding to the end of each quarter that (i) is based on your Contract Year, rather than a calendar year; (ii) is subsequent to the first withdrawal; and (iii) falls within the immediately preceding Contract Year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. We multiply each of those quarterly Contract Values by 5%, adjust each such quarterly value for subsequent withdrawals and Purchase Payments, and then select the highest of those values. If the highest of those values exceeds the existing Total Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Total Annual Income Amount intact. In later years, (i.e., after the first Contract Anniversary after the first withdrawal) we determine whether an automatic step-up should occur on each Contract Anniversary, by performing a similar examination of the Contract Values on the end of the four immediately preceding quarters. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Total Annual Income Amount, the charge for Highest Daily Lifetime Five has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Highest Daily Lifetime Five upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

The Highest Daily Lifetime Five program does not affect your ability to make withdrawals under your contract, or limit your ability to request withdrawals that exceed the Total Annual Income Amount. Under Highest Daily Lifetime Five, if your cumulative withdrawals in a Contract Year are less than or equal to the Total Annual Income Amount, they will not reduce your Total Annual Income Amount in subsequent Contract Years, but any such withdrawals will reduce the Total Annual Income Amount on a dollar-for-dollar basis in that Contract Year.

If, cumulatively, you withdraw an amount less than the Total Annual Income Amount in any Contract Year, you cannot carry-over the unused portion of the Total Annual Income Amount to subsequent Contract Years.

Examples of dollar-for-dollar and proportional reductions and the Highest Quarterly Auto Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Highest Daily Lifetime Five benefit or any other fees and charges. Assume the following for all three examples:

. The Contract Date is December 1, 2006

. The Highest Daily Lifetime Five benefit is elected on March 5, 2007.

Dollar-for-Dollar Reductions

On May 2, 2007, the Total Protected Withdrawal Value is \$120,000, resulting in a Total Annual Income Amount of \$6,000 (5% of \$120,000). Assuming \$2,500 is withdrawn from the Contract on this date, the remaining Total Annual Income Amount for that Contract Year (up to and including December 1, 2007) is \$3,500. This is the result of a dollar-for-dollar reduction of the Total Annual Income Amount - \$6,000 less \$2,500 = \$3,500.

Proportional Reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2007 and the Contract Value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Total Annual Income Amount for that Contract Year to \$0. The remaining withdrawal amount - \$1,500 - reduces the Total Annual Income Amount in future Contract Years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that Contract Year, each would result in another proportional reduction to the Total Annual Income Amount).

Here is the calculation:

Contract value before withdrawal	\$110,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract value immediately before excess withdrawal of \$1,500	\$106,500.00
Excess withdrawal amount	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$106,500.00
Ratio	1.41%
Total Annual Income Amount	\$ 6,000.00
Less ratio of 1.41%	\$ 84.51
Total Annual Income Amount for future Contract Years	\$ 5,915.49

Highest Quarterly Auto Step-Up

On each Contract Anniversary date, the Total Annual Income Amount is stepped-up if 5% of the highest quarterly value since your first withdrawal (or last Contract Anniversary in subsequent years), adjusted for excess withdrawals and additional Purchase Payments, is higher than the Total Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments.

Continuing the same example as above, the Total Annual Income Amount for this Contract Year is \$6,000. However, the excess withdrawal on August 6 reduces this amount to \$5,915.49 for future years (see above). For the next Contract Year, the Total Annual Income Amount will be stepped-up if 5% of the highest quarterly Contract Value, adjusted for withdrawals, is higher than \$5,915.49. Here are the calculations for determining the quarterly values. Only the June 1 value is being adjusted for excess withdrawals as the September 1 and December 1 Business Days occur after the excess withdrawal on August 6.

Date*	Highest Quarterly Value (adjusted with withdrawal and Purchase Payments)**		
	Contract Value	Adjusted Total Annual Income Amount (5% of the Highest Quarterly Value)	
June 1, 2007	\$118,000.00	\$118,000.00	\$5,900.00
August 6, 2007	\$110,000.00	\$112,885.55	\$5,644.28
September 1, 2007	\$112,000.00	\$112,885.55	\$5,644.28
December 1, 2007	\$119,000.00	\$119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The Contract Anniversary Date of December 1 is considered the fourth and final quarterly valuation date for the year. ** In this example, the first quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Total Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Total Annual Income Amount for the Contract Year), resulting in an adjusted Contract Value of \$114,500 before the excess withdrawal.

. This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

The adjusted Total Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the Contract Value on September 1. Since the June 1 adjusted Total Annual Income Amount of

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

\$5,644.28 is higher than \$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final quarterly anniversary date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Total Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value yields the highest amount of \$5,950.00. Since this amount is higher than the current year's Total Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Total Annual Income Amount for the next Contract Year, starting on December 2, 2007 and continuing through December 1, 2008, will be stepped-up to \$5,950.00.

Benefits Under the Highest Daily Lifetime Five Program

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Total Annual Income Amount and amounts are still payable under Highest Daily Lifetime Five, we will make an additional payment, if any, for that Contract Year equal to the remaining Total Annual Income Amount for the Contract Year. Thus, in that scenario, the remaining Total Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent Contract Years we make payments that equal the Total Annual Income Amount as described in this section. We will make payments until the death of the single designated life. To the extent that cumulative withdrawals in the current Contract Year that reduced your Contract Value to zero are more than the Total Annual Income Amount, the Highest Daily Lifetime Five benefit terminates, and no additional payments will be made.

. If Annuity payments are to begin under the terms of your Contract, or if you decide to begin receiving annuity payments and there is a Total Annual Income Amount due in subsequent Contract Years, you can elect one of the following two options:

(1) apply your Contract Value to any annuity option available; or

(2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Total Annual Income Amount. We will make payments until the death of the single designated life.

We must receive your request in a form acceptable to us at our office.

In the absence of an election when mandatory contract payments are to begin, we will make annual contract payments in the form of a single life fixed contract with ten payments certain, by applying the greater of the contract rates then currently available or the contract rates guaranteed in your Contract. The amount that will be applied to provide such annuity payments will be the greater of:

(1) the present value of the future Total Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed contract rates then currently available or the single life fixed contract rates guaranteed in your Contract; and

(2) the Contract Value.

. If no withdrawal was ever taken, we will calculate the Total Annual Income Amount as if you made your first withdrawal on the date the contract payments are to begin.

. Please note that payments that we make under this benefit after the contract anniversary coinciding with or next following the annuitant's 95th/ birthday will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Highest Daily Lifetime Five Benefit are subject to all of the terms and conditions of the Contract, including any withdrawal charge.

. Withdrawals made while the Highest Daily Lifetime Five Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the Contract. The Highest Daily Lifetime Five Benefit does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable withdrawal charge). If you surrender your Contract you will receive the current surrender value.

. You can make withdrawals from your Contract while your Contract Value is greater than zero without purchasing the Highest Daily Lifetime Five Benefit. The Highest Daily Lifetime Five Benefit provides a guarantee that if your Contract value declines due to market performance, you will be able to receive your Total Annual Income Amount in the form of periodic benefit payments.

. Please note that the payments that we make under this benefit after the contract anniversary coinciding with or next following the Annuitant's 95th/ birthday will be treated as annuity payments.

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the permitted Sub-accounts. However, the asset transfer component of the benefit as described below may transfer Contract Value to the Benefit Fixed Rate Account as of the effective date of the benefit in some circumstances.

. You cannot allocate Purchase Payments or transfer Contract Value to a Fixed Interest Rate Option if you elect Highest Daily Lifetime Five.

. Transfers to and from the Sub-accounts and the Benefit Fixed Rate Account triggered by the asset transfer component of the benefit will not count toward the maximum number of free transfers allowable under the Contract.

. In general, you must allocate your Contract Value in accordance with the then available investment option(s) that we may prescribe in order to elect and maintain the Highest Daily Lifetime Five benefit. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, the new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. Subsequent to any change in requirements, transfers of Contract Value and allocation of additional Purchase Payments may be subject to the new investment limitations.

Election of and Designations Under the Program For Highest Daily Lifetime Five, there must be either a single Owner who is the same as the Annuitant, or if the Contract is entity-owned, there must be a single natural person Annuitant. In either case, the Annuitant must be at least 55 years old.

Any change of the Annuitant under the Contract will result in cancellation of Highest Daily Lifetime Five. Similarly, any change of Owner will result in cancellation of Highest Daily Lifetime Five, except if (a) the new Owner has the same taxpayer identification number as the previous owner (b) both the new Owner and previous Owner are entities or (c) the previous Owner is a natural person and the new Owner is an entity.

Currently, if you terminate the Highest Daily Lifetime Five benefit, you will

(a) not be permitted to re-elect the benefit and (b) may be allowed to elect another lifetime withdrawal benefit only on any anniversary of the Contract Date that is at least 90 calendar days from the date the Highest Daily Lifetime Five Benefit was terminated. We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to Owners who have an effective Highest Daily Lifetime Five benefit.

Termination of the Program

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. The benefit terminates: (i) upon your termination of the benefit (ii) upon your surrender of the Contract (iii) upon your election to begin receiving Contract payments (iv) upon the death of the Annuitant (v) if both the Contract Value and Total Annual Income Amount equal zero or (vi) if you fail to meet our requirements for issuing the benefit.

Upon termination of Highest Daily Lifetime Five, we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the Benefit Fixed Rate Account (as defined below) to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

Return of Principal Guarantee If you have not made a withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next business day, if that anniversary is not a business day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

(a) your Contract Value on the day that you elected Highest Daily Lifetime Five; and

(b) the sum of each Purchase Payment you made during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options and the Benefit Fixed Rate Account (described below), in the same proportion that each such investment option bears to your total Contract Value, immediately prior to the application of the amount. Any such amount will not be considered a purchase payment when calculating your Total Protected Withdrawal Value, your death benefit, or the amount of any other optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. This potential addition to Contract Value is available only if you have elected Highest Daily Lifetime Five and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee.

Upon termination, we may limit or prohibit investment in the fixed interest rate options.

Asset Transfer Component of Highest Daily Lifetime Five As indicated above, we limit the sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Five. For purposes of this benefit, we refer to those permitted sub-accounts as the "Permitted Sub-

accounts". As a requirement of participating in Highest Daily Lifetime Five, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a fixed interest rate account that is part of our general account (the "Benefit

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Fixed Rate Account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The Benefit Fixed Rate Account is available only with this benefit, and thus you may not allocate Purchase Payments to that Account. The interest rate that we pay with respect to the Benefit Fixed Rate Account is reduced by an amount that corresponds generally to the charge that we assess against your variable sub-accounts for Highest Daily Lifetime Five. The Benefit Fixed Rate Account is not subject to the Investment Company Act of 1940 or the Securities Act of 1933.

Under the asset transfer component of Highest Daily Lifetime Five, we monitor your Contract Value daily and, if necessary, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the Benefit Fixed Rate Account. Any transfer would be made in accordance with a formula, which is set forth in the schedule supplement to the endorsement for this benefit (and also appears in the Appendices to this prospectus). Speaking generally, the formula, which we apply each business day, operates as follows. The formula starts by identifying your Protected Withdrawal Value for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) Highest Daily Annual Income Amount. Then, using our actuarial tables, we produce an estimate of the total amount we would target in our allocation model, based on the projected Highest Daily Annual Income Amount each year for the rest of your life. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected Highest Daily Annual Income Amount (and thus your Target Value) would take into account any automatic step-up that was scheduled to occur according to the step-up formula described above. Next, the formula subtracts from the Target Value the amount held within the Benefit Fixed Rate Account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the Benefit Fixed Rate Account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it means essentially that too much Target Value is not offset by assets within the Benefit Fixed Rate Account, and therefore we will transfer an amount from your Permitted Sub-accounts to the Benefit Fixed Rate Account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the Benefit Fixed Rate Account to the Permitted Sub-accounts would occur. Note that the formula is calculated with reference to the Highest Daily Annual Income Amount, rather than with reference to the Total Annual Income Amount.

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable Contract Value to the Benefit Fixed Rate Account, because such a reduction will tend to increase the Liability Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the Benefit Fixed Rate Account. In deciding how much to transfer, we use another formula, which essentially seeks to rebalance amounts held in the Permitted Sub-accounts and the Benefit Fixed Rate Account so that the Liability Ratio meets a target ratio, which currently is equal to 80%. Once you elect Highest Daily Lifetime Five, the ratios we use will be fixed. For new elections in the future, however, we reserve the right to change the ratios.

While you are not notified when your Contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the Benefit Fixed Rate Account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Five.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

. Not make any transfer; or

. If a portion of your Contract Value was previously allocated to the Benefit Fixed Rate Account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the Benefit Fixed Rate Account will be withdrawn for this purpose on a last-in, first-out basis (an amount renewed into a new guarantee period under the Benefit Fixed Rate Account will be deemed a new investment for purposes of this last-in, first-out rule); or

Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the Benefit Fixed Rate Account. The interest that you earn on such transferred amount will be equal to the annual rate that we have set for that day, and we will credit the daily equivalent of that annual interest until the earlier of one year from the date of the transfer or the date that such amount in the Benefit Fixed Rate Account is transferred back to the Permitted Sub-accounts.

If a significant amount of your Contract Value is systematically transferred to the Benefit Fixed Rate Account during periods of market declines or low interest rates, less of your Contract Value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that over time a significant portion, and under certain circumstances all, of your Contract Value may be allocated to the Benefit Fixed Rate Account. Note that if your entire Contract Value is transferred to the Benefit Fixed Rate Account, then based on the way the formula operates, that value would remain in the Benefit Fixed Rate Account unless you made additional purchase payments to the Permitted Sub-accounts, which could cause Contract Value to transfer out of the Benefit Fixed Rate Account.

Additional Tax Considerations

If you purchase a contract as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the minimum distribution rules under the Code require that you begin receiving periodic amounts from your contract beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than 5 percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Total Annual Income Amount, which will cause us to increase the Total Annual Income Amount in any Contract Year that required minimum distributions due from your Contract are greater than such amounts. In addition, the amount and duration of payments under the contract payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distribution under the tax law. Please note, however, that any withdrawal you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive Enhanced Protected Withdrawal Value and an amount under the Return of Principal Guarantee.

As indicated, withdrawals made while the Highest Daily Lifetime Five Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this Benefit here. However, we do note that if you participate in Highest Daily Lifetime Five through a non-qualified annuity, and your annuity has received Enhanced Protected Withdrawal Value and/or an additional amount under the Return of Principal Guarantee, as with all withdrawals, once all purchase payments are returned under the contract, all subsequent withdrawal amounts will be taxed as ordinary income.

HIGHEST DAILY LIFETIME SEVEN/SM/ INCOME BENEFIT (HD7)/SM/

Highest Daily Lifetime Seven is offered as an alternative to Lifetime Five, Spousal Lifetime Five, and Highest Daily Lifetime Five. Currently, if you elect Highest Daily Lifetime Seven and subsequently terminate the benefit, you may have a waiting period until you can elect Spousal Lifetime Five, Lifetime Five, Highest Daily Lifetime Five or Spousal Highest Daily Lifetime Seven. See "Election of and Designations under the Program" below for details. The income benefit under Highest Daily Lifetime Seven currently is based on a single "designated life" who is at least 55 years old on the date that the benefit is acquired. The Highest Daily Lifetime Seven Benefit is not available if you elect any other optional living benefit, although you may elect any optional death benefit (other than the Highest Daily Value death benefit). As long as your Highest Daily Lifetime Seven Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available investment option(s) with this program. In the application for this benefit, we specify the permitted investment options - you may also contact us or your registered representative for further information.

We offer a benefit that guarantees until the death of the single designated life the ability to withdraw an annual amount (the "Annual Income Amount") equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. The benefit may be appropriate if you intend to make periodic withdrawals from your Contract, and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Highest Daily Lifetime Seven, and in Appendix D to this prospectus, we set forth the formula under which we make those asset transfers.

As discussed below, a key component of Highest Daily Lifetime Seven is the Protected Withdrawal Value. Because each of the Protected Withdrawal Value and Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Annual Income Amount remains. You are guaranteed to be able to withdraw the Annual Income Amount for the rest of your life, provided that you have not made "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Annual Income Amount. Thus, you could experience a scenario in which your Contract Value was zero, and, due to your excess withdrawals, your Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Highest Daily Lifetime Seven.

Key Feature - Protected Withdrawal Value The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. On the effective date of the benefit, the Protected Withdrawal Value is equal to your Contract Value. On each business day thereafter, until the earlier of the tenth anniversary of benefit election (the "Tenth Anniversary Date") or the date of the first withdrawal, the Protected Withdrawal Value is equal to the "Periodic Value" described in the next paragraph.

The "Periodic Value" initially is equal to the Contract Value on the effective date of the benefit. On each business day thereafter, until the earlier of the first withdrawal or the Tenth Anniversary Date, we recalculate the Periodic Value. We stop determining the Periodic Value upon the earlier of your first withdrawal after the effective date of the benefit or the Tenth Anniversary Date. On each business day (the "Current Business Day"), the Periodic Value is equal to the greater of:

(1) the Periodic Value for the immediately preceding business day (the "Prior Business Day") appreciated at the daily equivalent of 7% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

successive Business Days, but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any adjusted Purchase Payment made on the Current business day; and

(2) the Contract Value.

If you make a withdrawal prior to the Tenth Anniversary Date, the Protected Withdrawal Value on the date of the withdrawal is equal to the greatest of:

a. the Contract Value; or

b. the Periodic Value on the date of the withdrawal.

If you have not made a withdrawal on or before the Tenth Anniversary Date, your Protected Withdrawal Value subsequent to the Tenth Anniversary Date is equal to the greatest of:

(1) the Contract Value; or

(2) the Periodic Value on the Tenth Anniversary Date, increased for subsequent adjusted Purchase Payments; or

(3) the sum of:

(a) 200% of the Contract Value on the effective date of the benefit;

(b) 200% of all adjusted Purchase Payments made within one year after the effective date of the benefit; and

(c) all adjusted Purchase Payments made after one year following the effective date of the benefit up to the date of the first withdrawal.

On and after the date of your first withdrawal, your Protected Withdrawal Value is increased by the amount of any subsequent Purchase Payments, is reduced by withdrawals, including your first withdrawal (as described below), and is increased if you qualify for a step-up (as described below). Irrespective of these calculations, your Protected Withdrawal Value will always be at least equal to your Contract Value.

Key Feature - Annual Income Amount under the Highest Daily Lifetime Seven Benefit

The Annual Income Amount is equal to a specified percentage of the Protected Withdrawal Value. The percentage depends on the age of the Annuitant on the date of the first withdrawal after election of the benefit. The percentages are: 5% for ages 74 and younger, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older. Under the Highest Daily Lifetime Seven benefit, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any CDSC that may apply. Withdrawals of any amount up to and including the Annual Income Amount will reduce the Protected Withdrawal Value by the amount of the withdrawal. Withdrawals of Excess Income will reduce the Protected Withdrawal Value by the same ratio as the reduction to the Annual Income Amount.

A Purchase Payment that you make will (i) increase the then-existing Annual Income Amount by an amount equal to a percentage of the Purchase Payment (including the amount of any associated Credits) based on the age of the Annuitant at the time of the first withdrawal (the percentages are: 5% for ages 74 and younger, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older) and (ii) increase the Protected Withdrawal Value by the amount of the Purchase Payment (including the amount of any associated Credits).

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Annual Income Amount if your Contract Value increases subsequent to your first withdrawal. We begin examining the Contract Value for purposes of the Highest Quarterly Step-Up starting with the anniversary of the Contract Date of the Annuity (the "Contract Anniversary") immediately after your first withdrawal under the benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on the business days corresponding to the end of each quarter that (i) is based on your contract year, rather than a calendar year;

(ii) is subsequent to the first withdrawal; and (iii) falls within the immediately preceding contract year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. Having identified each of those quarter-end Contract Values, we then multiply each such

value by a percentage that varies based on the age of the Annuitant on the Contract Anniversary as of which the step-up would occur. The percentages are 5% for ages 74 and younger, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older. Thus, we multiply each quarterly value by the applicable percentage, adjust each such quarterly value for subsequent withdrawals and Purchase Payments, and then select the highest of those values. If the highest of those values exceeds the existing

Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Annual Income Amount intact. In later years, (i.e., after the first Contract Anniversary after the first withdrawal) we determine whether an automatic step-up should occur on each Contract Anniversary, by performing a similar examination of the Contract Values on the end of the four immediately preceding quarters. At the time that we increase your Annual Income Amount, we also increase your Protected Withdrawal Value to equal the highest quarterly value upon which your step-up was based. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Annual Income Amount, the charge for Highest Daily Lifetime Seven has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Highest Daily Lifetime Seven upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

The Highest Daily Lifetime Seven program does not affect your ability to make withdrawals under your contract, or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Highest Daily Lifetime Seven, if your cumulative withdrawals in an contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

Examples of dollar-for-dollar and proportional reductions, and the Highest Quarterly Auto Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Highest Daily Lifetime Seven benefit or any other fees and charges. Assume the following for all three examples:

- . The Contract Date is December 1, 2007
- . The Highest Daily Lifetime Seven benefit is elected on March 5, 2008
- . The Annuitant was 70 years old when he/she elected the Highest Daily Lifetime Seven benefit

Dollar-for-Dollar Reductions

On May 2, 2008, the Protected Withdrawal Value is \$120,000, resulting in an Annual Income Amount of \$6,000 (since the Annuitant is younger than 75 at the time of the 1/st/ withdrawal, the Annual Income Amount is 5% of the Protected Withdrawal Value, in this case 5% of \$120,000). Assuming \$2,500 is withdrawn from the Annuity on this date, the remaining Annual Income Amount for that contract year (up to and including December 1, 2008) is \$3,500.

This is the result of a dollar-for-dollar reduction of the Annual Income Amount - \$6,000 less \$2,500 = \$3,500.

Proportional Reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2008 and the Contract Value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Annual Income Amount for that contract year to \$0. The remaining withdrawal amount - \$1,500

- reduces the Annual Income Amount in future contract years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that contract year, each would result in another proportional reduction to the Annual Income Amount).

Here is the calculation:

Contract Value before withdrawal	\$110,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract Value immediately before excess withdrawal of \$1,500	\$106,500.00
Excess withdrawal amount	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$106,500.00
Ratio	1.41%
Annual Income Amount	\$ 6,000.00
Less ratio of 1.41%	\$ 84.51
Annual Income Amount for future contract years	\$ 5,915.49

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Highest Quarterly Auto Step-Up

On each Contract Anniversary date, the Annual Income Amount is stepped-up if the appropriate percentage (based on the Annuitant's age on the Contract Anniversary) of the highest quarterly value since your first withdrawal (or last Contract Anniversary in subsequent years), adjusted for withdrawals and additional Purchase Payments, is higher than the Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments (plus any Credits).

Continuing the same example as above, the Annual Income Amount for this contract year is \$6,000. However, the excess withdrawal on August 6 reduces this amount to \$5,915.49 for future years (see above). For the next contract year, the Annual Income Amount will be stepped-up if 5% (since the youngest Designated Life is younger than 75 on the date of the potential step-up) of the highest quarterly Contract Value adjusted for withdrawals, is higher than \$5,915.49. Here are the calculations for determining the quarterly values. Only the June 1 value is being adjusted for excess withdrawals as the September 1 and December 1 business days occur after the excess withdrawal on August 6.

Date*	Highest Quarterly Value (adjusted with Adjusted Annual withdrawal and Purchase Income Amount (5% of the Contract Value Payments)** Highest Quarterly Value)		
	Contract Value	Payments)**	Highest Quarterly Value)
June 1, 2008	\$118,000.00	\$118,000.00	\$5,900.00
August 6, 2008	\$110,000.00	\$112,885.55	\$5,644.28
September 1, 2008	\$112,000.00	\$112,885.55	\$5,644.28
December 1, 2008	\$119,000.00	\$119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The Contract Anniversary Date of December 1 is considered the fourth and final quarterly valuation date for the year. ** In this example, the first

quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Annual Income Amount for the contract year), resulting in an adjusted Contract Value of \$114,500 before the excess withdrawal.

. . This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

The adjusted Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the Contract Value on September 1. Since the June 1 adjusted Annual Income Amount of \$5,644.28 is higher than \$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final quarterly anniversary date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value yields the highest amount of \$5,950.00. Since this amount is higher than the current year's Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Annual Income Amount for the next contract year, starting on December 2, 2008 and continuing through December 1, 2009, will be stepped-up to \$5,950.00.

BENEFITS UNDER THE HIGHEST DAILY LIFETIME SEVEN PROGRAM

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount or as a result of the fee that we assess for Highest Daily Lifetime Seven, and amounts are still payable under Highest Daily Lifetime Seven, we will make an additional payment, if any, for that contract year equal to the remaining Annual Income Amount for the contract year. Thus, in that scenario, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Annual Income Amount as described in this section. We will make payments until the death of the single designated life. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount, the Highest Daily Lifetime Seven benefit terminates, and no additional payments are made. However, if a withdrawal in the latter scenario was taken to meet required minimum distribution requirements under the Annuity, then the benefit will not terminate, and we will continue to pay the Annual Income Amount in the form of a fixed annuity.

. If Annuity payments are to begin under the terms of your Annuity, or if you decide to begin receiving Annuity payments and there is a Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

(1) apply your Contract Value to any Annuity option available; or

(2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will make payments until the death of the single designated life.

We must receive your request in a form acceptable to us at our office.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments in the form of a single life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such Annuity payments will be the greater of:

(1) the present value of the future Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed annuity rates then currently available or the single life fixed annuity rates guaranteed in your Annuity; and

(2)the Contract Value.

. If no withdrawal was ever taken, we will calculate the Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

. Please note that payments that we make under this benefit after the Contract Anniversary coinciding with or next following the annuitant's 95th/ birthday will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Highest Daily Lifetime Seven benefit are subject to all of the terms and conditions of the Contract, including any CDSC.

. Withdrawals made while the Highest Daily Lifetime Seven Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the Contract. The Highest Daily Lifetime Seven Benefit does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable CDSC). If you surrender your Contract you will receive the current surrender value.

. You can make withdrawals from your Contract while your Contract Value is greater than zero without purchasing the Highest Daily Lifetime Seven benefit. The Highest Daily Lifetime Seven benefit provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the permitted Sub-accounts.

. You cannot allocate Purchase Payments or transfer Contract Value to the AST Investment Grade Bond Portfolio Sub-account (see description below) if you elect this benefit. A summary description of the AST Investment Grade Bond Portfolio appears within the prospectus section entitled "What Investment Options Can I Choose?". Upon the initial transfer of your Account Value into the AST Investment Grade Bond Portfolio, we will send a prospectus for that Portfolio to you, along with your confirmation. In addition, you can find a copy of the AST Investment Grade Bond Portfolio prospectus by going to www.prudentialannuities.com.

. Transfers to and from the elected Sub-accounts and an AST Investment Grade Bond Portfolio Sub-account triggered by the asset transfer component of the benefit will not count toward the maximum number of free transfers allowable under the contract.

. You must allocate your Account Value in accordance with the then available investment option(s) that we may prescribe in order to elect and maintain the Highest Daily Lifetime Seven benefit. If, subsequent to your election of the benefit, we change our requirements for how Account Value must be allocated under the benefit, the new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly adopted requirements.

. Currently, Owners electing this benefit must allocate Contract Value to one or more of the following asset allocation portfolios of the Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha, or AST American Century Strategic Allocation.

. The fee for Highest Daily Lifetime Seven is 0.60% annually of the Protected Withdrawal Value. We deduct this fee at the end of each quarter, where each such quarter is part of a year that begins on the effective date of the benefit or an anniversary thereafter. Thus, on each such quarter-end (or the next business day, if the quarter-end is not a business day), we deduct 0.15% of the Protected Withdrawal Value at the end of the quarter. We deduct the fee pro rata from each of your Sub-accounts including the AST Investment Grade Bond Portfolio Sub-account. Since this fee is based on the Protected Withdrawal Value the fee for Highest Daily Lifetime Seven may be greater than it would have been, had it been based on the Contract Value alone. If the fee to be deducted exceeds the current Contract Value, we will reduce the Contract Value to zero, and continue the benefit as described above.

Election of and Designations under the Program For Highest Daily Lifetime Seven, there must be either a single Owner who is the same as the Annuitant, or if the Contract is entity owned, there must be a single natural person Annuitant. In either case, the Annuitant must be at least 55 years old.

Any change of the Annuitant under the Contract will result in cancellation of Highest Daily Lifetime Seven. Similarly, any change of Owner will result in cancellation of Highest Daily Lifetime Seven, except if (a) the new Owner has the same taxpayer identification number as the previous owner (b) ownership is transferred from a custodian to the Annuitant, or vice versa or (c) ownership is transferred from one entity to another entity.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Highest Daily Lifetime Seven can be elected at the time that you purchase your Contract or after the Contract Date, subject to our eligibility rules and restrictions.

Currently, if you terminate the Highest Daily Lifetime Seven benefit, you may only be allowed to re-elect the benefit or elect the Spousal Lifetime Five Benefit, the Lifetime Five Income Benefit, or the Spousal Highest Daily Lifetime Seven Income Benefit on any anniversary of the Contract Date that is at least 90 calendar days from the date the Highest Daily Lifetime Seven Benefit was terminated. We reserve the right to further limit the election frequency in the future. Similarly, we generally may permit those who have terminated Lifetime Five, Spousal Lifetime Five, Highest Daily Lifetime Five or the Spousal Highest Daily Lifetime Seven to elect Highest Daily Lifetime Seven only on an anniversary of the Contract Date that is at least 90 calendar days from the date that such benefit was terminated. We reserve the right to waive that requirement.

Return of Principal Guarantee

If you have not made a withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next business day, if that anniversary is not a business day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

- a. your Contract Value on the day that you elected Highest Daily Lifetime Seven; and
- b. the sum of each Purchase Payment you made (including any Credits) during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options (other than a bond Sub-account used with this benefit), in the same proportion that each such Sub-account bears to your total Contract Value, immediately before the application of the amount. Any such amount will not be considered a Purchase Payment when calculating your Protected Withdrawal Value, your death benefit, or the amount of any optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. This potential addition to Contract Value is available only if you have elected Highest Daily Lifetime Seven and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee.

Termination of the Program

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. The benefit terminates: (i) upon your termination of the benefit (ii) upon your surrender of the Contract (iii) upon your election to begin receiving annuity payments (although if you have elected to take the Annual Income Amount in the form of Annuity payments, we will continue to pay the Annual Income Amount), (iv) upon the death of the Annuitant (v) if both the Contract Value and Annual Income Amount equal zero or (vi) if you cease to meet our requirements for issuing the benefit (see Elections and Designations under the Program).

Upon termination of Highest Daily Lifetime Seven other than upon the death of the Annuitant, we impose any accrued fee for the benefit (i.e., the fee for the pro-rated portion of the year since the fee was last assessed), and thereafter we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the AST Investment Grade Bond Portfolio Sub-account to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

Asset Transfer Component of Highest Daily Lifetime Seven As indicated above, we limit the Sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Seven. For purposes of this benefit, we refer to those permitted Sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Highest Daily Lifetime Seven, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a specified bond fund within the Advanced Series Trust (the "AST Investment Grade Bond Sub-account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The AST Investment Grade Bond Sub-account is available only with this benefit, and thus you may not allocate Purchase Payments to the AST Investment Grade Bond Sub-account. Under the asset transfer component of Highest Daily Lifetime Seven, we monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account. Any transfer would be made in accordance with a formula, which is set forth in the Appendices to this prospectus. Speaking generally, the formula, which we apply each business day, operates as follows. The formula starts by identifying an income basis for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) income amount. Note

that we use 5% in the formula, irrespective of the Annuitant's attained age. Then we produce an estimate of the total amount we would target in our allocation model, based on the projected income amount and factors set forth in the formula. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected income amount (and thus your Target Value) would take into account any automatic step-up, any subsequent purchase payments, and any excess withdrawals. Next, the formula subtracts from the Target Value the amount held within the AST Investment Grade Bond Sub-account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the AST Investment Grade Bond Sub-account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it means essentially that too much Target Value is not offset by assets within the AST Investment Grade Bond Sub-account, and therefore we will transfer an amount from your Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts would occur.

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable Contract Value to the AST Investment Grade Bond Sub-account, because such a reduction will tend to increase the Target Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the AST Investment Grade Bond Sub-account. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime Seven, the ratios we use will be fixed. For newly-issued contracts that elect Highest Daily Lifetime Seven and existing contracts that elect Highest Daily Lifetime Seven, however, we reserve the right to change the ratios.

While you are not notified when your Contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the AST Investment Grade Bond Sub-account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Seven.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

. Not make any transfer; or

. If a portion of your Contract Value was previously allocated to the AST Investment Grade Bond Sub-account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata

(i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the AST Investment Grade Bond Sub-account will be withdrawn for this purpose on a last-in, first-out basis; or

. Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the AST Investment Grade Bond Sub-account.

If a significant amount of your Contract Value is systematically transferred to the AST Investment Grade Bond Sub-account during periods of market declines or low interest rates, less of your Contract Value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that a significant portion of your Contract Value may be allocated to the AST Investment Grade Bond Sub-account. Note that if your entire Contract Value is transferred to the AST Investment Grade Bond Sub-account, then based on the way the formula operates, that value would remain in the AST Investment Grade Bond Sub-account unless you made additional Purchase Payments to the Permitted Sub-accounts, which could cause Contract Value to transfer out of the AST Investment Grade Bond Sub-account.

Additional Tax Considerations

If you purchase an annuity as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the Required Minimum Distribution rules under the Code provide that you begin receiving periodic amounts from your annuity beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than five (5) percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any Contract year that Required Minimum Distributions due from your Annuity are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as Required Minimum Distribution provisions under the tax law. Please note, however, that any withdrawal you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive the Return of Principal Guarantee and the guaranteed amount described above under "KEY FEATURE - Protected Withdrawal Value".

As indicated, withdrawals made while this Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this Benefit here. However, we do note that if you participate in Highest Daily Lifetime Seven through a non-qualified annuity, as with all withdrawals, once all Purchase Payments are returned under the contract, all subsequent withdrawal amounts will be taxed as ordinary income.

SPOUSAL HIGHEST DAILY LIFETIME SEVEN/SM/ INCOME BENEFIT (HD7)/SM/ Spousal Highest Daily Lifetime Seven is the spousal version of Highest Daily Lifetime Seven. Currently, if you elect Spousal Highest Daily Lifetime Seven and subsequently terminate the benefit, you may have a waiting period until you can elect Spousal Lifetime Five, Lifetime Five, Highest Daily Lifetime Five, or Highest Daily Lifetime Seven. See "Election of and Designations under the Program" below for details. Spousal Highest Daily Lifetime Seven must be elected based on two Designated Lives, as described below. Each Designated Life must be at least 59 1/2 years old when the benefit is elected. Spousal Highest Daily Lifetime Seven is not available if you elect any other optional living benefit. As long as your Spousal Highest Daily Lifetime Seven Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available investment option(s) with this program. In the application for this benefit, we specify the permitted investment options - you may also contact us or your registered representative for further information.

We offer a benefit that guarantees until the later death of two natural persons who are each other's spouses at the time of election of the benefit and at the first death of one of them (the "Designated Lives", and each, a "Designated Life") the ability to withdraw an annual amount (the "Annual Income Amount") equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. The benefit may be appropriate if you intend to make periodic withdrawals from your Contract, wish to ensure that market performance will not affect your ability to receive annual payments, and wish either spouse to be able to continue the Spousal Highest Daily Lifetime Seven benefit after the death of the first spouse. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Spousal Highest Daily Lifetime Seven, and in Appendix D to this prospectus, we set forth the formula under which we make those asset transfers.

As discussed below, a key component of Spousal Highest Daily Lifetime Seven is the Protected Withdrawal Value. Because each of the Protected Withdrawal Value and Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Annual Income Amount remains. You are guaranteed to be able to withdraw the Annual Income Amount until the death of the second Designated Life, provided that there have not been "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Annual Income Amount. Thus, you could experience a scenario in which your Contract Value was zero, and, due to your excess withdrawals, your Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Spousal Highest Daily Lifetime Seven.

Key Feature - Protected Withdrawal Value The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. On the effective date of the benefit, the Protected Withdrawal Value is equal to your Contract Value. On each business day thereafter, until the earlier of the tenth anniversary of benefit election (the "Tenth Anniversary Date") or the date of the first withdrawal, the Protected Withdrawal Value is equal to the "Periodic Value" described in the next paragraph.

The "Periodic Value" initially is equal to the Contract Value on the effective date of the benefit. On each business day thereafter, until the earlier of the first withdrawal or the Tenth Anniversary Date, we recalculate the Periodic Value. We stop determining the Periodic Value upon the earlier of your first withdrawal after the effective date of the benefit or the Tenth Anniversary Date. On each business day (the "Current Business Day"), the Periodic Value is equal to the greater of:

(1) the Periodic Value for the immediately preceding business day (the "Prior Business Day") appreciated at the daily equivalent of 7% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive business Days, but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any adjusted Purchase Payment made on the Current Business Day; and

(2) the Contract Value.

If you make a withdrawal prior to the Tenth Anniversary Date, the Protected Withdrawal Value on the date of the withdrawal is equal to the greatest of:

a. the Contract Value; or

b. the Periodic Value on the date of the withdrawal.

If you have not made a withdrawal on or before the Tenth Anniversary Date, your Protected Withdrawal Value subsequent to the Tenth Anniversary Date is equal to the greatest of:

(1) the Contract Value; or

(2) the Periodic Value on the Tenth Anniversary Date, increased for subsequent adjusted Purchase Payments; or

(3) the sum of:

(a) 200% of the Contract Value on the effective date of the benefit;

(b) 200% of all adjusted Purchase Payments made within one year after the effective date of the benefit; and

(c) all adjusted Purchase Payments made after one year following the effective date of the benefit up to the date of the first withdrawal.

On and after the date of your first withdrawal, your Protected Withdrawal Value is increased by the amount of any subsequent Purchase Payments, is reduced by withdrawals, including your first withdrawal (as described below), and is increased if you qualify for a step-up (as described below). Irrespective of these calculations, your Protected Withdrawal Value will always be at least equal to your Contract Value.

Key Feature - Annual Income Amount under the Spousal Highest Daily Lifetime Seven Benefit

The Annual Income Amount is equal to a specified percentage of the Protected Withdrawal Value. The percentage depends on the age of the youngest Designated Life on the date of the first withdrawal after election of the benefit. The percentages are: 5% for ages 79 and younger, 6% for ages 80 to 84, 7% for ages 85 to 89, and 8% for ages 90 and older. We use the age of the youngest Designated Life even if that Designated Life is no longer a participant under the Contract due to death or divorce. Under the Spousal Highest Daily Lifetime Seven benefit, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any CDSC that may apply. Withdrawals of any amount up to and including the Annual Income Amount will reduce the Protected Withdrawal Value by the amount of the withdrawal. Withdrawals of Excess Income will reduce the Protected Withdrawal Value by the same ratio as the reduction to the Annual Income Amount. A Purchase Payment that you make will (i) increase the then-existing Annual Income Amount by an amount equal to a percentage of the Purchase Payment (including the amount of any associated Credits) based on the age of the Annuitant at the time of the first withdrawal (the percentages are: 5% for ages 79 and younger, 6% for ages 80-84, 7% for ages 85-89, and 8% for ages 90 and older) and (ii) increase the Protected Withdrawal Value by the amount of the Purchase Payment (including the amount of any associated Credits).

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Annual Income Amount if your Contract Value increases subsequent to your first withdrawal. We begin examining the Contract Value for purposes of the Highest Quarterly Step-Up starting with the anniversary of the Contract Date of the Annuity (the "Contract Anniversary") immediately after your first withdrawal under the benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on the business days corresponding to the end of each quarter that (i) is based on your contract year, rather than a calendar year;

(ii) is subsequent to the first withdrawal; and (iii) falls within the immediately preceding contract year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. Having identified each of those quarter-end Contract Values, we then multiply each such value by a percentage that varies based on the age of the youngest Designated Life on the Contract Anniversary as of which the step-up would occur. The percentages are 5% for ages 79 and younger, 6% for ages 80-84, 7% for ages 85-89, and 8% for ages 90 and older. Thus, we multiply each quarterly value by the applicable percentage, adjust each such quarterly value for subsequent withdrawals and Purchase Payments, and then select the highest of those values. If the highest of those values exceeds the existing Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Annual Income Amount intact. In later years, (i.e., after the first Contract Anniversary after the first withdrawal) we determine whether an automatic step-up should occur on each Contract Anniversary, by performing a similar examination of the Contract Values on the end of the four immediately preceding quarters. At the time that we increase your Annual Income Amount, we also increase your Protected Withdrawal Value to equal the highest quarterly value upon which your step-up was based. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Annual Income Amount, the charge for Spousal Highest Daily Lifetime Seven has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Spousal Highest Daily Lifetime Seven upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

The Spousal Highest Daily Lifetime Seven program does not affect your ability to make withdrawals under your annuity, or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Spousal Highest Daily Lifetime Seven, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

If, cumulatively, you withdraw an amount less than the Annual Income Amount in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

Examples of dollar-for-dollar and proportional reductions, and the Highest Quarterly Auto Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Spousal Highest Daily Lifetime Seven benefit or any other fees and charges. Assume the following for all three examples:

- . The Contract Date is December 1, 2007
- . The Spousal Highest Daily Lifetime Seven benefit is elected on March 5, 2008.
- . The youngest Designated Life was 70 years old when he/she elected the Spousal Highest Daily Lifetime Seven benefit.

Dollar-for-Dollar Reductions

On May 2, 2008, the Protected Withdrawal Value is \$120,000, resulting in an Annual Income Amount of \$6,000 (since the youngest Designated Life is younger than 80 at the time of the 1/st/ withdrawal, the Annual Income Amount is 5% of the Protected Withdrawal Value, in this case 5% of \$120,000). Assuming \$2,500 is withdrawn from the Annuity on this date, the remaining Annual Income Amount for that contract year (up to and including December 1, 2008) is \$3,500. This is the result of a dollar-for-dollar reduction of the Annual Income Amount - \$6,000 less \$2,500 = \$3,500.

Proportional Reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2008 and the Contract Value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Annual Income Amount for that contract year to \$0. The remaining withdrawal amount - \$1,500

- reduces the Annual Income Amount in future contract years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that contract year, each would result in another proportional reduction to the Annual Income Amount).

Here is the calculation:

Contract Value before withdrawal	\$110,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract Value immediately before excess withdrawal of \$1,500	\$106,500.00
Excess withdrawal amount	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$106,500.00
Ratio	1.41%
Annual Income Amount	\$ 6,000.00
Less ratio of 1.41%	\$ 84.51
Annual Income Amount for future contract years	\$ 5,915.49

Highest Quarterly Auto Step-Up

On each Contract Anniversary date, the Annual Income Amount is stepped-up if the appropriate percentage (based on the youngest Designated Life's age on the Contract Anniversary) of the highest quarterly value since your first withdrawal (or last Contract Anniversary in subsequent years), adjusted for withdrawals and additional Purchase Payments, is higher than the Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments (plus any Credits).

Continuing the same example as above, the Annual Income Amount for this contract year is \$6,000. However, the excess withdrawal on August 6 reduces this amount to \$5,915.49 for future years (see above). For the next contract year, the Annual Income Amount will be stepped-up if 5% (since the youngest Designated Life is younger than 80 on the date of the potential step-up) of the highest quarterly Contract Value adjusted for withdrawals, is higher than \$5,915.49. Here are the calculations for determining the quarterly values. Only the June 1 value is being adjusted for excess withdrawals as the September 1 and December 1 business days occur after the excess withdrawal on August 6.

Date*	Highest Quarterly Value (adjusted with Adjusted Annual withdrawal and Purchase Income Amount (5% of the Payments)** Highest Quarterly Value)		
	Contract Value		
June 1, 2008	\$118,000.00	\$118,000.00	\$5,900.00
August 6, 2008	\$110,000.00	\$112,885.55	\$5,644.28
September 1, 2008	\$112,000.00	\$112,885.55	\$5,644.28
December 1, 2008	\$119,000.00	\$119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The Contract Anniversary Date of December 1 is considered the fourth and final quarterly valuation date for the year. ** In this example, the first quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Annual Income Amount for the contract year), resulting in an adjusted Contract Value of \$114,500 before the excess withdrawal.

. This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

The adjusted Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the Contract Value on September 1. Since the June 1 adjusted Annual Income Amount of \$5,644.28 is higher than \$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final quarterly anniversary date of December 1. The Contract Value

on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value yields the highest amount of \$5,950.00. Since this amount is higher than the current year's Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Annual Income Amount for the next contract year, starting on December 2, 2008 and continuing through December 1, 2009, will be stepped-up to \$5,950.00.

BENEFITS UNDER THE SPOUSAL HIGHEST DAILY LIFETIME SEVEN PROGRAM

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount or as a result of the fee that we assess for Spousal Highest Daily Lifetime Seven, and amounts are still payable under Spousal Highest Daily Lifetime Seven, we will make an additional payment, if any, for that contract year equal to the remaining Annual Income Amount for the contract year. Thus, in that scenario, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Annual Income Amount as described in this section. We will make payments until the death of the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount, the Spousal Highest Daily Lifetime Seven benefit terminates, and no additional payments will be made. However, if a withdrawal in the latter scenario was taken to meet required minimum distribution requirements under the contract, then the benefit will not terminate, and we will continue to pay the Annual Income Amount in the form of a fixed annuity.

. If Annuity payments are to begin under the terms of your contract, or if you decide to begin receiving annuity payments and there is a Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

(1) apply your Contract Value to any Annuity option available; or

(2) request that, as of the date Annuity payments are to begin, we make Annuity payments each year equal to the Annual Income Amount. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. If, due to death of a Designated Life or divorce prior to annuitization, only a single Designated Life remains, then annuity payments will be made as a life annuity for the lifetime of the Designated Life.

We must receive your request in a form acceptable to us at our office.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a joint and survivor or single (as applicable) life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

(1) the present value of the future Annual Income Amount payments. Such present value will be calculated using the greater of the joint and survivor or single (as applicable) life fixed annuity rates then currently available or the joint and survivor or single (as applicable) life fixed annuity rates guaranteed in your Contract; and

(2) the Contract Value.

. If no withdrawal was ever taken, we will calculate the Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

. Please note that payments that we make under this benefit after the Contract Anniversary coinciding with or next following the older of the owner or Annuitant's 95th/birthday, will be treated as annuity payments.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Other Important Considerations

. Withdrawals under the Spousal Highest Daily Lifetime Seven Benefit are subject to all of the terms and conditions of the contract, including any CDSC.

. Withdrawals made while the Spousal Highest Daily Lifetime Seven Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. The Spousal Highest Daily Lifetime Seven Benefit does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable CDSC). If you surrender your contract you will receive the current surrender value.

. You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing the Spousal Highest Daily Lifetime Seven Benefit. The Spousal Highest Daily Lifetime benefit provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the permitted Sub-accounts.

. You cannot allocate Purchase Payments or transfer Contract Value to the AST Investment Grade Bond Portfolio Sub-account (as described below) if you elect this benefit. A summary description of the AST Investment Grade Bond Portfolio appears within the prospectus section entitled "What Investment Options Can I Choose?". Upon the initial transfer of your Account Value into the AST Investment Grade Bond Portfolio, we will send a prospectus for that Portfolio to you, along with your confirmation. In addition, you can find a copy of the AST Investment Grade Bond Portfolio prospectus by going to www.prudentialannuities.com.

. Transfers to and from the elected Sub-accounts and the AST Investment Grade Bond Portfolio Sub-account triggered by the asset transfer component of the benefit will not count toward the maximum number of free transfers allowable under an Annuity.

. You must allocate your Account Value in accordance with the then available investment option(s) that we may prescribe in order to elect and maintain the Spousal Highest Daily Lifetime Seven benefit. If, subsequent to your election of the benefit, we change our requirements for how Account Value must be allocated under the benefit, the new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly adopted requirements.

. Currently, Owners electing this benefit must allocate Contract Value to one or more of the following asset allocation portfolios of the Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha, or AST American Century Strategic Allocation.

. The fee for Spousal Highest Daily Lifetime Seven is 0.75% annually of the Protected Withdrawal Value. We deduct this fee at the end of each quarter, where each such quarter is part of a year that begins on the effective date of the benefit or an anniversary thereafter. Thus, on each such quarter-end (or the next business day, if the quarter-end is not a business day), we deduct 0.1875% of the Protected Withdrawal Value at the end of the quarter. We deduct the fee pro rata from each of your Sub-accounts including the AST Investment Grade Bond Sub-account. Since this fee is based on the Protected Withdrawal Value, the fee for Spousal Highest Daily Lifetime Seven may be greater than it would have been, had it been based on the Contract Value alone. If the fee to be deducted exceeds the current Contract Value, we will reduce the Contract Value to zero, and continue the benefit as described above.

Election of and Designations under the Program Spousal Highest Daily Lifetime Seven can only be elected based on two Designated Lives. Designated Lives must be natural persons who are each other's spouses at the time of election of the program and at the death of the first of the Designated Lives to die. Currently, Spousal Highest Daily Lifetime Seven only may be elected where the Owner, Annuitant, and Beneficiary designations are as follows:

. One Annuity Owner, where the Annuitant and the Owner are the same person and the beneficiary is the Owner's spouse. The Owner/Annuitant and the beneficiary each must be at least 59 1/2 years old at the time of election; or

. Co-Annuity Owners, where the Owners are each other's spouses. The beneficiary designation must be the surviving spouse, or the spouses named equally. One of the owners must be the Annuitant. Each Owner must each be at least 59 1/2 years old at the time of election; or

. One Annuity Owner, where the Owner is a custodial account established to hold retirement assets for the benefit of the Annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account"), the beneficiary is the Custodial Account, and the spouse of the Annuitant is the Contingent Annuitant. Both the Annuitant and the Contingent Annuitant each must be at least 59 1/2 years old at the time of election.

We do not permit a change of Owner under this benefit, except as follows:

(a) if one Owner dies and the surviving spousal Owner assumes the Annuity or

(b) if the contract initially is co-owned, but thereafter the Owner who is not the Annuitant is removed as Owner. We permit changes of beneficiary under this benefit. If the Designated Lives divorce, the Spousal Highest Daily Lifetime Seven benefit may not be divided as part of the divorce settlement or judgment. Nor may the divorcing spouse who retains ownership of the contract appoint a new Designated Life upon re-marriage.

Spousal Highest Daily Lifetime Seven can be elected at the time that you purchase your contract or after the Contract Date, subject to our eligibility rules and restrictions.

Currently, if you terminate the Spousal Highest Daily Lifetime Seven benefit, you may only be allowed to re-elect the benefit or to elect the Lifetime Five Benefit, the Spousal Lifetime Five Benefit, or the Highest Daily Lifetime Seven Benefit on any anniversary of the Contract Date that is at least 90 calendar days from the date the Spousal Highest Daily Lifetime Seven Benefit was terminated. We reserve the right to further limit the election frequency in the future. Similarly, we generally may permit those who have terminated Lifetime Five, Spousal Lifetime Five, Highest Daily Lifetime Five, or Highest Daily Lifetime Seven to elect Spousal Highest Daily Lifetime Seven only on an anniversary of the Contract Date that is at least 90 calendar days from the date that such benefit was terminated. We reserve the right to waive that requirement.

Return of Principal Guarantee

If you have not made a withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next business day, if that anniversary is not a business day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

- a. your Contract Value on the day that you elected Spousal Highest Daily Lifetime Seven; and
- b. the sum of each Purchase Payment you made (including any Credits) during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options (other than a bond Sub-account used with this benefit), in the same proportion that each such Sub-account bears to your total Contract Value, immediately before the application of the amount. Any such amount will not be considered a Purchase Payment when calculating your Protected Withdrawal Value, your death benefit, or the amount of any optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. This potential addition to Contract Value is available only if you have elected Spousal Highest Daily Lifetime Seven and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee.

Termination of the Program

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. The benefit terminates: (i) if upon the death of the first Designated Life, the surviving Designated Life opts to take the death benefit under the contract (thus, the benefit does not terminate solely because of the death of the first Designated Life), (ii) upon the death of the second Designated Life, (iii) upon your termination of the benefit (although if you have elected to take annuity payments in the form of the Annual Income Amount, we will continue to pay the Annual Income Amount), (iv) upon your surrender of the contract (v) upon your election to begin receiving annuity payments (vi) if both the Contract Value and Annual Income Amount equal zero or (vii) if you cease to meet our requirements for issuing the benefit (see Election of and Designations under the Program).

Upon termination of Spousal Highest Daily Lifetime Seven other than upon death of a Designated Life, we impose any accrued fee for the benefit (i.e., the fee for the pro-rated portion of the year since the fee was last assessed), and thereafter we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the AST Investment Grade Bond Portfolio Sub-account (as defined below) to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

Asset Transfer Component of Spousal Highest Daily Lifetime Seven As indicated above, we limit the Sub-accounts to which you may allocate Contract Value if you elect Spousal Highest Daily Lifetime Seven. For purposes of this benefit, we refer to those permitted Sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Spousal Highest Daily Lifetime Seven, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a specified bond fund within the Advanced Series Trust (the "AST Investment Grade Bond Sub-account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The AST Investment Grade Bond Sub-account is available only with this benefit, and thus you may not allocate Purchase Payments to the AST Investment Grade Bond Sub-account. Under the asset transfer component of Spousal Highest Daily Lifetime Seven, we monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account. Any transfer would be made in accordance with a formula, which is set forth in the Appendix D to this prospectus. Speaking generally, the formula, which we apply each business day, operates as follows. The formula starts by identifying an income basis for that day and then multiplies that figure by 5%, to produce a projected (i.e.,

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

hypothetical) Highest Daily annual income amount. Note that we use 5% in the formula, irrespective of the youngest Designated Life's attained age. Then we produce an estimate of the total amount we would target in our allocation model, based on the projected income amount and factors set forth in the formula. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected income amount (and thus your Target Value) would take into account any automatic step-up, any subsequent purchase payments, and any excess withdrawals. Next, the formula subtracts from the Target Value the amount held within the AST Investment Grade Bond Sub-account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the AST Investment Grade Bond Sub-account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it means essentially that too much Target Value is not offset by assets within the AST Investment Grade Bond Sub-account, and therefore we will transfer an amount from your Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts would occur.

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable Contract Value to the AST Investment Grade Bond Sub-account, because such a reduction will tend to increase the Target Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the AST Investment Grade Bond Sub-account. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Spousal Highest Daily Lifetime Seven, the ratios we use will be fixed. For newly-issued Annuities that elect Spousal Highest Daily Lifetime Seven and existing Annuities that elect Spousal Highest Daily Lifetime Seven, however, we reserve the right to change the ratios.

While you are not notified when your contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the AST Investment Grade Bond Sub-account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Spousal Highest Daily Lifetime Seven.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

. Not make any transfer; or

. If a portion of your Contract Value was previously allocated to the AST Investment Grade Bond Sub-account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the AST Investment Grade Bond Sub-account will be withdrawn for this purpose on a last-in, first-out basis; or

. Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the AST Investment Grade Bond Sub-account.

If a significant amount of your Contract Value is systematically transferred to the AST Investment Grade Bond Sub-account during periods of market declines or low interest rates, less of your Contract Value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that a significant portion of your Contract Value may be allocated to the AST Investment Grade Bond Sub-account. Note that if your entire Contract Value is transferred to the AST Investment Grade Bond Sub-account, then based on the way the formula operates, that value would remain in the AST Investment Grade Bond Sub-account unless you made additional Purchase Payments to the Permitted Sub-accounts, which could cause Contract Value to transfer out of the AST Investment Grade Bond Sub-account.

Additional Tax Considerations

If you purchase an annuity as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the Required Minimum Distribution rules under the Code provide that you begin receiving periodic amounts from your annuity beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than five (5) percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any contract year that Required Minimum Distributions due from your Contract are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as Required Minimum Distribution provisions under the tax law. Please note, however, that any withdrawal you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive the Return of Principal Guarantee and the guaranteed amount described above under "KEY FEATURE - Protected Withdrawal Value".

As indicated, withdrawals made while this benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this benefit here. However, we do note that if you participate in Spousal Highest Daily Lifetime Seven through a non-qualified annuity, as with all withdrawals, once all Purchase Payments are returned under the contract, all subsequent withdrawal amounts will be taxed as ordinary income.

Spousal Highest Daily Lifetime Seven Asset Allocation Formula. As indicated above, Spousal Highest Daily Lifetime Seven uses the same asset transfer formula as Highest Daily Lifetime Seven and uses the same table of age-related factors. See Appendix D.

6: WHAT IS THE INCOME APPRECIATOR BENEFIT?

INCOME APPRECIATOR BENEFIT

THE INCOME APPRECIATOR BENEFIT (IAB) IS AVAILABLE TO STRATEGIC PARTNERS FLEXELITE CONTRACTS SOLD ON OR AFTER MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL. The IAB is an optional, supplemental income benefit that provides an additional income amount during the accumulation period or upon annuitization. The Income Appreciator Benefit is designed to provide you with additional funds that can be used to help defray the impact taxes may have on distributions from your contract. IAB may be suitable for you in other circumstances as well, which you can discuss with your registered representative. Because individual circumstances vary, you should consult with a qualified tax advisor to determine whether it would be appropriate for you to elect the Income Appreciator Benefit.

If you want the Income Appreciator Benefit, you generally must elect it when you make your initial purchase payment. Once you elect the Income Appreciator Benefit, you may not later revoke it.

- . The annuitant must be 75 or younger in order for you to elect the Income Appreciator Benefit.
- . If you choose the Income Appreciator Benefit, we will impose an annual charge equal to 0.25% of your Contract Value. See Section 8, "What Are The Expenses Associated With The Strategic Partners FlexElite Contract?"

Activation of the Income Appreciator Benefit

YOU CAN ACTIVATE THE INCOME APPRECIATOR BENEFIT AT ANY TIME AFTER IT HAS BEEN IN FORCE FOR SEVEN YEARS. To activate the Income Appreciator Benefit, you must send us a written request in good order.

Once activated, you can receive the Income Appreciator Benefit:

- . IAB OPTION 1 at annuitization as part of an annuity payment;
- . IAB OPTION 2 during the accumulation phase through the IAB automatic withdrawal payment program; or
- . IAB OPTION 3 during the accumulation phase as an Income Appreciator Benefit credit to your contract over a 10-year period.

Income Appreciator Benefit payments are treated as earnings and may be subject to tax upon withdrawal. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners FlexElite Contract?"

If you do not activate the benefit prior to the maximum annuitization age you may lose all or part of the IAB.

CALCULATION OF THE INCOME APPRECIATOR BENEFIT

We will calculate the Income Appreciator Benefit amount as of the date we receive your written request in good order (or, for IAB Option 1, on the annuity date). We do this by multiplying the current earnings in the contract by the applicable Income Appreciator Benefit percentage based on the number of years the Income Appreciator Benefit has been in force. For purposes of calculating the Income Appreciator Benefit:

- . earnings are calculated as the difference between the Contract Value and the sum of all purchase payments;
- . earnings do not include (1) any amount added to the Contract Value as a result of the Spousal Continuation Benefit, or (2) if we were to permit you to elect the Income Appreciator Benefit after the contract date, any earnings accrued under the contract prior to that election;
- . withdrawals reduce earnings first, then purchase payments, on a dollar-for-dollar basis;
- . the table below shows the Income Appreciator Benefit percentages corresponding to the number of years the Income Appreciator Benefit has been in force.

Number of Years Income Appreciator Benefit has been in Force	Income Appreciator Benefit Percentage
0-6	0%
7-9	15%
10-14	20%
15+	25%

6: WHAT IS THE INCOME APPRECIATOR BENEFIT? continued

IAB Option 1 - Income Appreciator Benefit at Annuitization Under this option, if you choose to activate the Income Appreciator Benefit at annuitization, we will calculate the Income Appreciator Benefit amount on the annuity date and add it to the adjusted Contract Value for purposes of determining the amount available for annuitization. You may apply this amount to any annuity or settlement option over the lifetime of the annuitant, joint annuitants, or a period certain of at least 15 years (but not to exceed life expectancy).

UPON ANNUITIZATION, YOU MAY LOSE ALL OR A PORTION OF THE INCOME APPRECIATOR BENEFIT IF YOU CHOOSE AN ANNUITY SETTLEMENT OPTION OTHER THAN ANY LIFETIME PAYOUT OPTION OR PERIOD CERTAIN OPTION FOR AT LEAST 15 YEARS. IN SUCH INSTANCES, WE WOULD NOT REIMBURSE YOU FOR THE EXPENSES YOU HAD PAID US FOR THIS BENEFIT.

Effect of Income Appreciator Benefit on Guaranteed Minimum Income Benefit If you exercise the Guaranteed Minimum Income Benefit feature and an Income Appreciator Benefit amount remains payable under your contract, the value we use to calculate the annuity payout amount will be the greater of:

1. the adjusted Contract Value plus the remaining Income Appreciator Benefit amount, calculated at current IAB annuitization rates; or
2. the GMIB protected value plus the remaining Income Appreciator Benefit amount, calculated using the GMIB guaranteed annuity purchase rates shown in the contract.

If you exercise the Guaranteed Minimum Income Benefit feature and activate the Income Appreciator Benefit at the same time, you must choose among the Guaranteed Minimum Income Benefit annuity payout options available at the time.

Terminating the Income Appreciator Benefit The Income Appreciator Benefit will terminate on the earliest of:

- . the date you make a total withdrawal from the contract;
- . the date a death benefit is payable if the contract is not continued by the surviving spouse under the Spousal Continuation Benefit;
- . the date the Income Appreciator Benefit amount is reduced to zero (generally ten years after activation) under IAB Options 2 and 3;
- . the date of annuitization; or
- . the date the contract terminates.

Upon termination of the Income Appreciator Benefit, we cease imposing the associated charge.

INCOME APPRECIATOR BENEFIT OPTIONS DURING THE ACCUMULATION PHASE You may choose IAB Option 1 at annuitization, but you may instead choose IAB Options 2 or 3 during the accumulation phase of your contract. Income Appreciator Benefit payments under IAB Options 2 and 3 will begin on the same day of the month as the contract date, beginning with the next month following our receipt of your request in good order. Under IAB Options 2 and 3, you can choose to have the Income Appreciator Benefit amounts paid or credited monthly, quarterly, semi-annually, or annually.

IAB OPTIONS 2 AND 3 INVOLVE A TEN-YEAR PAYMENT PERIOD. IF THE 10-YEAR PAYMENT PERIOD WOULD END AFTER THE ANNUITY DATE AND YOU CHOOSE AN ANNUITY SETTLEMENT OPTION OTHER THAN ANY LIFETIME PAYOUT OPTION OR PERIOD CERTAIN OPTION OF AT LEAST 15 YEARS OR YOU MAKE A FULL WITHDRAWAL, YOU MAY LOSE ALL OR ANY REMAINING PORTION OF THE INCOME APPRECIATOR BENEFIT. IN SUCH INSTANCES, WE WOULD NOT REIMBURSE YOU FOR THE EXPENSES YOU HAD PAID US FOR THIS BENEFIT.

IAB Option 2 - Income Appreciator Benefit Automatic Withdrawal Payment Program Under this option, you elect to receive the Income Appreciator Benefit during the accumulation phase. When you activate the benefit, a 10-year Income Appreciator Benefit automatic withdrawal payment program begins. We will pay you the Income Appreciator Benefit amount in equal installments over a 10-year payment period. You may combine this Income Appreciator Benefit amount with an automated withdrawal amount from your Contract Value, in which case each combined payment must be at least \$100.

The maximum automated withdrawal payment amount that you may receive from your Contract Value under this Income Appreciator Benefit program in any contract year during the 10-year period may not exceed 10% of the Contract Value as of the date you activate the Income Appreciator Benefit.

Once we calculate the Income Appreciator Benefit, the amount will not be affected by changes in Contract Value due to the investment performance of any allocation option. Withdrawal charges may apply to automatic withdrawal payment amounts, but not to amounts attributable to the Income Appreciator Benefit.

After the ten-year payment period has ended, if the remaining Contract Value is \$2,000 or more, the contract will continue. If the remaining Contract Value is less than \$2,000 after the end of the 10-year payment period, we will pay you the remaining Contract Value and the contract will terminate. If the Contract Value falls below the minimum amount required to keep the contract in force due solely to investment results before the end of the 10-year payment period, we will continue to pay the Income Appreciator Benefit amount for the remainder of the 10-year payment period.

Discontinuing The Income Appreciator Benefit Automatic Withdrawal Payment Program Under IAB Option 2.

You may discontinue the Income Appreciator Benefit payment program under IAB Option 2 and activate IAB Option 3 at any time after payments have begun and before the last payment is made. We will add the remaining Income Appreciator Benefit amount to the Contract Value at the same frequency as your initial election until the end of the 10-year payment period. We will treat any Income Appreciator Benefit amount added to the Contract Value as additional earnings. Unless you direct us otherwise, we will allocate these additions to the variable investment options, fixed interest rate options, or the market value adjustment option in the same proportions as your most recent purchase payment allocation percentages.

You may discontinue the Income Appreciator Benefit payment program under IAB Option 2 before the last payment is made and elect an annuity or settlement option. We will add the balance of the Income Appreciator Benefit amount for the 10-year payment period to the Contract Value in a lump sum before determining the adjusted Contract Value. The adjusted Contract Value may be applied to any annuity or settlement option that is paid over the lifetime of the annuitant, joint annuitants, or a period certain of at least 15 years (but not to exceed life expectancy).

IAB Option 3 - Income Appreciator Benefit Credit To Contract Value Under this option, you can activate the Income Appreciator Benefit and receive the benefit as credits to your Contract Value over a 10-year payment period. We will allocate these Income Appreciator Benefit credits to the variable investment options, the fixed interest rate options, or the market value adjustment option. We will waive the \$1,000 minimum requirement for the market value adjustment option. We will calculate the Income Appreciator Benefit amount on the date we receive your written request in good order. Once we have calculated the Income Appreciator Benefit, the Income Appreciator Benefit credit will not be affected by changes in Contract Value due to the investment performance of any allocation option.

Before we add the last Income Appreciator Benefit credit to your Contract Value, you may switch to IAB Option 2 and receive the remainder of the Income Appreciator Benefit as payments to you (instead of credits to the Contract Value) under the Income Appreciator Benefit program for the remainder of the 10-year payment period.

You can also request that any remaining payments in the 10-year payment period be applied to an annuity or settlement option that is paid over the lifetime of the annuitants, joint annuitants, or a period certain of at least 15 years (but not to exceed life expectancy).

Excess Withdrawals

During the 10-year period under IAB options 2 or 3, an "excess withdrawal" occurs when any amount is withdrawn from your Contract Value in a contract year that exceeds the sum of (1) 10% of the Contract Value as of the date the Income Appreciator Benefit was activated plus (2) earnings since the Income Appreciator Benefit was activated, that have not been previously withdrawn.

We will deduct the excess withdrawal on a proportional basis from the remaining Income Appreciator Benefit amount. We will then calculate and apply a new reduced Income Appreciator Benefit amount.

Withdrawals you make in a contract year that do not exceed the sum of (1) 10% of the Contract Value as of the date the Income Appreciator Benefit was activated plus (2) earnings since the Income Appreciator Benefit was activated, that have not been previously withdrawn, do not reduce the remaining Income Appreciator Benefit amount. Additionally, if the amount withdrawn in any year is less than the excess withdrawal threshold, the difference between the amount withdrawn and the threshold can be carried over to subsequent years on a cumulative basis and withdrawn without causing a reduction to the Income Appreciator Benefit amount.

Effect Of Total Withdrawal On Income Appreciator Benefit. We will not make Income Appreciator Benefit payments after the date you make a total withdrawal of the contract surrender value.

7: HOW CAN I PURCHASE A STRATEGIC PARTNERS FLEXELITE CONTRACT?

PURCHASE PAYMENTS

The initial purchase payment is the amount of money you give us to purchase the contract. Unless we agree otherwise and subject to our rules, the minimum initial purchase payment is \$10,000. You must get our prior approval for any initial and additional purchase payment of \$1,000,000 or more, unless we are prohibited under applicable state law from insisting on such prior approval. With some restrictions, you can make additional purchase payments by means other than electronic fund transfer of no less than \$500 at any time during the accumulation phase. However, we impose a minimum of \$100 with respect to additional purchase payments made through electronic fund transfers.

You may purchase this contract only if the oldest of the owner, joint owner, annuitant, or co-annuitant is age 85 or younger on the contract date. Certain age limits apply to certain features and benefits described herein. No subsequent purchase payments may be made on or after the earliest of the 86/th/ birthday of:

- . the owner;
- . the joint owner;
- . the annuitant; or
- . the co-annuitant

Currently, the maximum aggregate purchase payment you may make is \$20 million. We limit the maximum total purchase payments in any contract year, other than the first to \$2 million absent our prior approval. Depending on the applicable state law, other limits may apply.

ALLOCATION OF PURCHASE PAYMENTS

When you purchase a contract, we will allocate your purchase payment among the variable investment options, fixed interest rate options, or the market value adjustment option based on the percentages you choose. The percentage of your allocation to a particular investment option can range in whole percentages from 0% to 100%.

When you make an additional purchase payment, it will be allocated in the same way as your most recent purchase payment, unless you tell us otherwise. Allocations to the DCA Fixed Rate Option must be no less than \$2,000 for contracts sold on or after May 1, 2003, or upon subsequent state approval (for all other contracts \$5,000) and, allocations to the market value adjustment option must be no less than \$1,000.

You may change your allocation of future invested purchase payments at any time. Contact the Prudential Annuity Service Center for details.

We generally will credit the initial purchase payment to your contract within two business days from the day on which we receive your payment in good order at the Prudential Annuity Service Center. If, however, your first payment is made without enough information for us to set up your contract, we may need to contact you to obtain the required information. If we are not able to obtain this information within five business days, we will within that five business day period either return your purchase payment or obtain your consent to continue holding it until we receive the necessary information.

We will generally credit each subsequent purchase payment as of the business day we receive it in good order at the Prudential Annuity Service Center. Our business day generally closes at 4:00 p.m. Eastern time. Our business day may close earlier, for example if regular trading on the New York Stock Exchange closes early. Subsequent purchase payments received in good order after the close of the business day will be credited on the following business day. With respect to both your initial Purchase Payment and any subsequent Purchase Payment that is pending investment in our Separate Account, we may hold the amount temporarily in our general account and may earn interest on such amount. You will not be credited with interest during that period.

At our discretion, we may give initial and subsequent purchase payments (as well as withdrawals and transfers) received in good order by certain broker/dealers prior to the close of a business day the same treatment as they would have received had they been received at the same time at the Prudential Annuity Service Center. For more detail, talk to your registered representative.

Applicable laws designed to counter terrorists and prevent money laundering might, in certain circumstances, require us to block a contract owner's ability to make certain transactions, and thereby refuse to accept purchase payments or requests for transfers, partial withdrawals, total withdrawals, death benefits, or income payments until instructions are received from the appropriate regulator. We also may be required to provide additional information about you and your contract to government regulators.

CREDIT ELECTION

We will notify you of your option to make a credit election thirty days before your 3rd/ and 6th/ contract anniversaries. If you make a credit election, we will add to your Contract Value a credit amount of 1% of the Contract Value as of the applicable contract anniversary. The credit will be allocated to the variable or fixed interest rate options or the market value adjustment option in the

same proportion as the Contract Value on the contract anniversary. We must receive your credit election in good order by your contract anniversary in order to add the credit to your Contract Value. This option is not available if the annuitant or co-annuitant is 81 or older on the contract date, the contract is continued under the Spousal Continuation Benefit, or you previously elected not to take the credit.

After you make a credit election, amounts you withdraw will be subject to a credit election withdrawal charge of 7% for the first three contract years since your credit election.

These charges may be lower in certain states.

The credit election withdrawal charges are determined and applied in the same manner as the withdrawal charges. Credits and related earnings are treated as earnings under the contract.

We recoup the cost of the credit by assessing withdrawal charges for a longer period of time. If you make a withdrawal during the credit election withdrawal charge period you may be in a worse position than if you had declined the credit. This credit option may not be available in your state.

CALCULATING CONTRACT VALUE

The value of the variable portion of your contract will go up or down depending on the investment performance of the variable investment option(s) you choose. To determine the value of your contract allocated to the variable investment options, we use a unit of measure called an accumulation unit. An accumulation unit works like a share of a mutual fund.

Every day we determine the value of an accumulation unit for each of the variable investment options. We do this by:

- 1) adding up the total amount of money allocated to a specific investment option;
- 2) subtracting from that amount insurance charges and any other applicable charges such as for taxes; and
- 3) dividing this amount by the number of outstanding accumulation units.

When you make a purchase payment to a variable investment option, we credit your contract with accumulation units of the subaccount or subaccounts for the investment options you choose. We determine the number of accumulation units credited to your contract by dividing the amount of the purchase payment allocated to a variable investment option by the unit price of the accumulation unit for that variable investment option. We calculate the unit price for each variable investment option after the New York Stock Exchange closes each day and then credit your contract. The value of the accumulation units can increase, decrease, or remain the same from day to day.

We cannot guarantee that your Contract Value will increase or that it will not fall below the amount of your total purchase payments.

We reserve the right to terminate the contract, and pay the Contract Value to you, in either of the following scenarios: (i) if immediately prior to the annuity date, the Contract Value is less than \$2000, or if the contract would provide annuity payments of less than \$20 per month and (ii) if during the accumulation period, no purchase payment has been received during the immediately preceding two contract years and each of the following is less than \$2000: (a) the total purchase payments (less withdrawals) made prior to such period, and (b) the current Contract Value.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS FLEXELITE

CONTRACT?

There are charges and other expenses associated with the contract that reduce the return on your investment. These charges and expenses are described below.

The charges under the contracts are designed to cover, in the aggregate, our direct and indirect costs of selling, administering and providing benefits under the contracts. They are also designed, in the aggregate, to compensate us for the risks of loss we assume pursuant to the contracts. If, as we expect, the charges that we collect from the contracts exceed our total costs in connection with the contracts, we will earn a profit. Otherwise, we will incur a loss. The rates of certain of our charges have been set with reference to estimates of the amount of specific types of expenses or risks that we will incur. In most cases, this prospectus identifies such expenses or risks in the name of the charge; however, the fact that any charge bears the name of, or is designed primarily to defray a particular expense or risk does not mean that the amount we collect from that charge will never be more than the amount of such expense or risk. Nor does it mean that we may not also be compensated for such expense or risk out of any other charges we are permitted to deduct by the terms of the contract.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS FLEXELITE

CONTRACT? continued

INSURANCE AND ADMINISTRATIVE CHARGES

In addition to the basic insurance and administrative charge, we impose an additional charge of 0.60% annually if you choose the Lifetime Five Income Benefit, or the Highest Daily Lifetime Five Benefit, and an additional charge of 0.75% annually if you choose the Spousal Lifetime Five Income Benefit. If you choose one of those benefits, or the Guaranteed Minimum Death Benefit option, or Highest Daily Value Death Benefit option, the insurance and administrative cost also includes a charge to cover our assumption of the associated risk. The mortality risk portion of the charge is for assuming the risk that the annuitant(s) will live longer than expected based on our life expectancy tables. When this happens, we pay a greater number of annuity payments. We also incur the risk that the death benefit amount exceeds the Contract Value. The expense risk portion of the charge is for assuming the risk that the current charges will be insufficient in the future to cover the cost of administering the contract. The administrative expense portion of the charge compensates us for the expenses associated with the administration of the contract. This includes preparing and issuing the contract; establishing and maintaining contract records; preparation of confirmations and annual reports; personnel costs; legal and accounting fees; filing fees; and systems costs.

We calculate the insurance and administrative charge based on the average daily value of all assets allocated to the variable investment options. These charges are not assessed against amounts allocated to the fixed interest rate options. The amount of the charge depends on the death benefit (or other) option that you choose.

For Contracts Sold on or After May 1, 2003, or upon Subsequent State Approval the death benefit charge is equal to:

- . 1.65% on an annual basis if you choose the base benefit,
- . 1.90% on an annual basis if you choose either the roll-up or step-up Guaranteed Minimum Death Benefit option (i.e., 0.25% in addition to the base death benefit charge),
- . 2.00% on an annual basis if you choose the greater of the roll-up and step-up Guaranteed Minimum Death Benefit option (i.e., 0.35% in addition to the base death benefit charge), or
- . 2.15% on an annual basis if you choose the Highest Daily Value Death Benefit (i.e., 0.50% in addition to the base death benefit charge).

For All Other Contracts:

- . 1.60% on an annual basis if you choose the base benefit, and
- . 1.80% on an annual basis if you choose either the roll-up or step-up Guaranteed Minimum Death Benefit option (i.e., 0.20% in addition to the base death benefit charge).
- . 1.90% on an annual basis if you choose the greater of the roll-up and step-up Guaranteed Minimum Death Benefit option (i.e., 0.30% in addition to the base death benefit charge).

We reserve the right to impose an additional insurance charge of 0.10% annually of average Contract Value for contracts issued to those aged 76 or older.

As discussed in the Fee Table, we impose an additional fee, based on the Protected Withdrawal Value, for each of Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven.

If the charges under the contract are not sufficient to cover our expenses, then we will bear the loss. We do, however, expect to profit from these charges. The insurance risk charge for your contract cannot be increased. Any profits made from these charges may be used by us to pay for the costs of distributing the contracts.

The charges that we discuss in this section are assessed against the assets of the separate account (except as indicated). Certain of these charges are part of the base annuity and other charges are assessed only if any available optional benefit is selected. If a fixed interest rate option is

available under your contract, the interest rate that we credit to that option may be reduced by an amount that corresponds to the asset-based charges to which you are subject under the variable investment options.

WITHDRAWAL CHARGE

A withdrawal charge may apply if you make a full or partial withdrawal during the withdrawal charge period for a purchase payment. When you make a credit election, a 7% withdrawal charge will be applied to amounts withdrawn for the three contract years following the credit election. The withdrawal charge may also apply if you begin the income phase during these periods, depending upon the annuity option you choose.

The withdrawal charge is the percentage, shown below, of the amount withdrawn. Full contract years are measured from the contract date with respect to the initial withdrawal charge and from the date you make a credit election with respect to the credit election withdrawal charge.

88

Full Contract Years from the Contract Date
and from the Date You Make a Credit Election Withdrawal Charge

0	7%
1	7%
2	7%
3	0%

In certain states reduced withdrawal charges may apply for certain ages if a credit election is made.

If a withdrawal is effective on the day before a contract anniversary, the withdrawal charge percentage as of the next following contract anniversary will apply.

If you request a withdrawal, we will deduct an amount from the Contract Value that is sufficient to pay the withdrawal charge, and provide you with the amount requested.

If you request a full withdrawal, we will provide you with the full amount of the Contract Value after making deductions for charges.

Each contract year, you may withdraw a specified amount of your Contract Value without incurring a withdrawal charge. We determine the "charge-free amount" available to you in a given contract year on the contract anniversary that begins that year. The charge-free amount in a given contract year is equal to 10% of the sum of all purchase payments that you have made as of the applicable contract anniversary. During the first contract year, the charge-free amount is equal to 10% of the initial purchase payment.

When you make a withdrawal (including a withdrawal under a lifetime withdrawal benefit), we will deduct the amount of the withdrawal first from the available charge-free amount. Any excess amount will then be deducted from purchase payments in excess of the charge-free amount and subject to applicable withdrawal charges. Once you have withdrawn all purchase payments, additional withdrawals will come from any earnings. We do not impose withdrawal charges on earnings.

If a withdrawal is taken from a market value adjustment guarantee period prior to the expiration of the rate guarantee period, we will make a market value adjustment to the withdrawal amount. We will then apply a withdrawal charge to the adjusted amount.

Withdrawal charges will never be greater than permitted by applicable law.

WAIVER OF WITHDRAWAL CHARGE FOR CRITICAL CARE

Except as restricted by applicable state law, we will waive all withdrawal charges and any market value adjustment upon receipt of proof that the owner or a joint owner is terminally ill, or has been confined to an eligible nursing home or eligible hospital continuously for at least three months after the contract date. We will also waive the contract maintenance charge if you surrender your contract in accordance with the above noted conditions. This waiver is not available if the owner has assigned ownership of the contract to someone else. Please consult your contract for details about how we define the key terms used for this waiver (e.g., eligible nursing home). Note that our requirements for this waiver may vary, depending on the state in which your contract was issued.

REQUIRED MINIMUM DISTRIBUTION

FOR CONTRACTS SOLD ON OR AFTER MAY 1, 2003, OR UPON SUBSEQUENT STATE APPROVAL, if a withdrawal is taken from a tax qualified contract under the minimum distribution option in order to satisfy an Internal Revenue Service mandatory distribution requirement only with respect to that contract's account balance, we will waive withdrawal charges. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners Flex Elite Contract?"

CONTRACT MAINTENANCE CHARGE

On each contract anniversary during the accumulation phase, if your Contract Value is less than \$100,000, we will deduct the lesser of \$50 or 2% of your Contract Value, for administrative expenses. (This fee may differ in certain states). While this is what we currently charge, we may increase this charge up to a maximum of \$60. Also, we may raise the level of the Contract Value at which we waive this fee. The charge will be deducted proportionately from each of the contract's variable investment options, fixed interest rate options, and guarantee periods within the market value adjustment option. This same charge will also be deducted when you surrender your contract if your Contract Value is less than \$100,000.

GUARANTEED MINIMUM INCOME BENEFIT CHARGE

We will impose an additional charge if you choose the Guaranteed Minimum Income Benefit. FOR CONTRACTS SOLD ON OR AFTER JANUARY 20, 2004, OR UPON SUBSEQUENT STATE APPROVAL, we will deduct a charge equal to 0.50% per year

CONTRACT? continued

of the average GMIB protected value for the period the charge applies. FOR ALL OTHER CONTRACTS, this is an annual charge equal to 0.45% of the average GMIB protected value for the period the charge applies. We deduct the charge from your Contract Value on each of the following events:

- . each contract anniversary,
- . when you begin the income phase of the contract,
- . upon a full withdrawal, and
- . upon a partial withdrawal if the remaining Contract Value would not be enough to cover the then applicable Guaranteed Minimum Income Benefit charge.

If we impose this fee other than on a contract anniversary, then we will pro-rate it based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted.

Because the charge is calculated based on the average GMIB protected value, it does not increase or decrease based on changes to the annuity's Contract Value due to market performance. If the GMIB protected value increases, the dollar amount of the annual charge will increase, while a decrease in the GMIB protected value will decrease the dollar amount of the charge.

The charge is deducted annually in arrears each contract year on the contract anniversary. We deduct the amount of the charge pro-rata from the Contract Value allocated to the variable investment options, the fixed interest rate options, and the market value adjustment option. No market value adjustment will apply to the portion of the charge deducted from the market value adjustment option. If you surrender your contract, begin receiving annuity payments under the GMIB or any other annuity payout option we make available during a contract year, or the GMIB terminates, we will deduct the charge for the portion of the contract year since the prior contract anniversary (or the contract date if in the first contract year). Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the applicable Guaranteed Minimum Income Benefit charge, we will deduct the charge from the amount we pay you.

The fact that we may impose the charge upon a full or partial withdrawal does not impair your right to make a withdrawal at the time of your choosing.

We will not impose the Guaranteed Minimum Income Benefit charge after the income phase begins.

INCOME APPRECIATOR BENEFIT CHARGE

We will impose an additional charge if you choose the Income Appreciator Benefit. This is an annual charge equal to 0.25% of your Contract Value. The Income Appreciator Benefit charge is calculated:

- . on each contract anniversary,
- . on the annuity date,
- . upon the death of the sole owner or the first to die of the owner or joint owner prior to the annuity date,
- . upon a full or partial withdrawal, and
- . upon a subsequent purchase payment.

The fee is based on the Contract Value at the time of the calculation, and is prorated based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted.

Although the Income Appreciator Benefit charge may be calculated more often, it is deducted only:

- . on each contract anniversary,
 - . on the annuity date,
 - . upon the death of the sole owner or first to die of the owner or joint owners prior to the annuity date,
-

. upon a full withdrawal, and

. upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then-applicable Income Appreciator Benefit charge.

We reserve the right to calculate and deduct the fee more frequently than annually, such as quarterly.

The Income Appreciator Benefit charge is deducted from each investment option in the same proportion that the amount allocated to the investment option bears to the total Contract Value. No market value adjustment will apply to the portion of the charge deducted from the market value adjustment option. Upon a full withdrawal, or if the Contract Value remaining after a partial withdrawal is not enough to cover the then-applicable Income Appreciator Benefit charge, the charge is deducted from the amount paid. The payment of the Income Appreciator Benefit charge will be deemed to be made from earnings for purposes of calculating

other charges. THE FACT THAT WE IMPOSE THE CHARGE UPON A FULL OR PARTIAL WITHDRAWAL DOES NOT IMPAIR YOUR RIGHT TO MAKE A WITHDRAWAL AT THE TIME OF YOUR CHOOSING.

We do not assess this charge upon election of IAB Option 1, the completion of IAB Option 2 or 3, and upon annuitization. However, we do assess the IAB charge during the 10-year payment period contemplated by IAB Options 2 and 3. Moreover, you should realize that amounts

credited to your Contract Value under IAB Option 3 increase the Contract Value, and because the IAB fee is a percentage of your Contract Value, the IAB fee may increase as a consequence of those additions.

EARNINGS APPRECIATOR BENEFIT CHARGE

We will impose an additional charge if you choose the Earnings Appreciator supplemental death benefit. The charge for this benefit is based on an annual rate of 0.30% of your Contract Value.

We calculate the charge on each of the following events:

- . each contract anniversary,
- . on the annuity date,
- . upon death of the sole or first to die of the owner or joint owner prior to the annuity date,
- . upon a full or partial withdrawal, and
- . upon a subsequent purchase payment.

The fee is based on the Contract Value at time of calculation and is pro-rated based on the portion of the contract year since the date that the Earnings Appreciator Benefit charge was last calculated.

Although the Earnings Appreciator Benefit charge may be calculated more often, it is deducted only:

- . on each contract anniversary,
- . on the annuity date,
- . upon death of the sole owner or first to die of the owner or joint owner prior to the annuity date,
- . upon a full withdrawal, and
- . upon a partial withdrawal if the Contract Value remaining after the partial withdrawal is not enough to cover the then applicable charge.

We withdraw this charge from each investment option (including each guarantee period) in the same proportion that the amount allocated to the investment option bears to the total Contract Value. No market value adjustment will apply to the portion of the charge deducted from the market value adjustment option. Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the then-applicable Earnings Appreciator Benefit charge, we will deduct the charge from the amount we pay you. We will deem the payment of the Earnings Appreciator Benefit charge as made from earnings for purposes of calculating other charges.

BENEFICIARY CONTINUATION OPTION CHARGES

If your beneficiary takes the death benefit under the beneficiary continuation option, we deduct a Settlement Service Charge. The charge is assessed daily against the average assets allocated to the variable investment options, and is equal to an annual charge of 1.00%. In addition, the beneficiary will incur an annual maintenance fee equal to the lesser of \$30 or 2% of contract value if the contract value is less than \$25,000 at the time the fee is assessed. The fee will not apply if it is assessed 30 days prior to a surrender request. Finally, transfers in excess of 20 per year will incur a \$10 transfer fee.

TAXES ATTRIBUTABLE TO PREMIUM

There may be federal, state and local premium based taxes applicable to your purchase payment. We are responsible for the payment of these taxes and may make a deduction from the value of the contract to pay some or all of these taxes. We generally will deduct the state premium tax charge at the time of a withdrawal or surrender of your Contract or at the time you elect to begin receiving annuity payments. However, we also reserve the right to deduct the charge from each purchase payment at the time the tax is imposed, if earlier. In the states that impose a premium tax on us, the current rates range up to 3.5%. It is our current practice not to deduct a charge for the federal tax associated with deferred acquisition costs paid by us that are based on premium received. However, we reserve the right to charge the contract owner in the future for any such tax associated with deferred acquisition costs and any federal, state or local income, excise, business or any other type of tax measured by the amount of premium received by us.

TRANSFER FEE

You can make 12 free transfers every contract year. We measure a contract year from the date we issue your contract (contract date). If you make more than 12 transfers in a contract year (excluding Dollar Cost Averaging and Auto-Rebalancing), we will deduct a transfer fee of \$10 for each additional transfer. We have the right to increase this fee up to a maximum of \$30 per transfer, but we have no current plans to do so. We will deduct the transfer fee pro-rata from the investment options from which the transfer is made. The transfer fee is deducted before the market value adjustment, if any, is calculated. There is a different transfer fee under the beneficiary continuation option.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS FLEXELITE

CONTRACT? continued

COMPANY TAXES

We pay company income taxes on the taxable corporate earnings created by this separate account product. While we may consider company income taxes when pricing our products, we do not currently include such income taxes in the tax charges you pay under the contract. We will periodically review the issue of charging for these taxes and may impose a charge in the future.

In calculating our corporate income tax liability, we derive certain corporate income tax benefits associated with the investment of company assets, including separate account assets, which are treated as company assets under applicable income tax law. These benefits reduce our overall corporate income tax liability. Under current law, such benefits may include foreign tax credits and corporate dividend received deductions. We do not pass these tax benefits through to holders of the separate account annuity contracts because

(i) the contract owners are not the owners of the assets generating these benefits under applicable income tax law and (ii) we do not currently include company income taxes in the tax charges you pay under the contract. We reserve the right to change these tax practices.

UNDERLYING MUTUAL FUND FEES

When you allocate a purchase payment or a transfer to the variable investment options, we in turn invest in shares of a corresponding underlying mutual fund. Those funds charge fees that are in addition to the contract-related fees described in this section. For 2007, the fees of these funds ranged from 0.37% to 1.65% annually. For certain funds, expenses are reduced pursuant to expense waivers and comparable arrangements. In general, these expense waivers and comparable arrangements are not guaranteed, and may be terminated at any time. For additional information about these fund fees, please consult the prospectuses for the funds.

9: HOW CAN I ACCESS MY MONEY?

You Can Access Your Money By:

- . Making a withdrawal (either partial or complete); or
- . Choosing to receive annuity payments during the income phase.

WITHDRAWALS DURING THE ACCUMULATION PHASE

When you make a full withdrawal, you will receive the value of your contract minus any applicable charges and fees. We will calculate the value of your contract and charges, if any, as of the date we receive your request in good order at the Prudential Annuity Service Center.

Unless you tell us otherwise, any partial withdrawal and related withdrawal charges will be taken proportionately from all of the investment options you have selected. The minimum Contract Value that must remain in order to keep the contract in force after a withdrawal is \$2,000. If you request a withdrawal amount that would reduce the Contract Value below this minimum, we will withdraw the maximum amount available that, with the withdrawal charge, would not reduce the Contract Value below such minimum.

With respect to the variable investment options, we will generally pay the withdrawal amount, less any required tax withholding, within seven days after we receive a withdrawal request in good order. We will deduct applicable charges, if any, from the assets in your contract.

With respect to the market value adjustment option, you may specify the guarantee period from which you would like to make a withdrawal. If you indicate that the withdrawal is to originate from the market value adjustment option, but you do not specify which guarantee period is to be involved, then we will take the withdrawal from the guarantee period that has the least time remaining until its maturity date. If you indicate that you wish to make a withdrawal, but do not specify the investment options to be involved, then we will take the withdrawal from your Contract Value on a pro rata basis from each investment option that you have. In that situation, we will aggregate the Contract Value in each of the guarantee periods that you have within the market value adjustment option for purposes of making that pro rata calculation. The portion of the withdrawal associated with the market value adjustment option then will be taken from the guarantee periods with the least amount of time remaining until the maturity date, irrespective of the original length of the guarantee period. You should be aware that a withdrawal may avoid a withdrawal charge based on the charge-free amount that we allow, yet still be subject to a market value adjustment.

Income taxes, tax penalties and certain restrictions also may apply to any withdrawal. For a more complete explanation, see Section 10.

AUTOMATED WITHDRAWALS

We offer an automated withdrawal feature. This feature enables you to receive periodic withdrawals in monthly, quarterly, semiannual or annual intervals. We will process your withdrawals at the end of the business day at the intervals you specify. We will continue at these intervals until you tell us otherwise. You can make withdrawals from any designated investment option or proportionally from all investment options (other than a guarantee period within the market value adjustment option). The minimum automated withdrawal amount you can make is generally \$100. An assignment of the contract terminates any automated withdrawal program that you had in effect.

Income taxes, tax penalties, withdrawal charges, and certain restrictions may apply to automated withdrawals. For a more complete explanation, see Section 10.

SUSPENSION OF PAYMENTS OR TRANSFERS

The SEC may require us to suspend or postpone payments made in connection with withdrawals or transfers for any period when:

- . The New York Stock Exchange is closed (other than customary weekend and holiday closings);
- . Trading on the New York Stock Exchange is restricted;
- . An emergency exists, as determined by the SEC, during which sales and redemptions of shares of the underlying mutual funds are not feasible or we cannot reasonably value the accumulation units; or
- . The SEC, by order, permits suspension or postponement of payments for the protection of owners.

We expect to pay the amount of any withdrawal or process any transfer made from the fixed interest rate options promptly upon request.

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS FLEXELITE CONTRACT?

The tax considerations associated with an annuity vary depending on whether the contract is (i) owned by an individual or non-natural person, and not associated with a tax-favored retirement plan, or (ii) held under a tax-favored retirement plan. We discuss the tax considerations for these categories of contracts below. The discussion is general in nature and describes only federal income tax law (not state or other tax laws). It is based on current law and interpretations, which may change. The information provided is not intended as tax advice. You should consult with a qualified tax advisor for complete information and advice. References to purchase payments below relate to your cost basis in your contract. Generally, your cost basis in a contract not associated with a tax-favored retirement plan is the amount you pay into your contract, or into annuities exchanged for your contract, on an after-tax basis less any withdrawals of such payments. Cost basis for a tax-favored retirement plan is provided only in limited circumstances, such as for contributions to a Roth IRA or nondeductible IRA contributions.

The discussion includes a description of certain spousal rights under the contract, and our administration of such spousal rights and related tax reporting accords with our understanding of the Defense of Marriage Act (which defines a "marriage" as a legal union between a man and a woman and a "spouse" as a person of the opposite sex). Depending on the state in which your annuity is issued, we may offer certain spousal benefits to civil union couples. You should be aware, however, that federal tax law does not recognize civil unions. Therefore, we cannot permit a civil union partner to continue the annuity upon the death of the first partner under the annuity's "spousal continuance" provision. Civil union couples should consider that limitation before selecting a spousal benefit under the annuity.

NONQUALIFIED ANNUITY CONTRACTS

In general, as used in this prospectus, a Nonqualified Annuity is owned by an individual or non-natural person and is not associated with a tax-favored retirement plan.

TAXES PAYABLE BY YOU

We believe this annuity is an annuity contract for tax purposes. Accordingly, as a general rule, you should not pay any tax until you receive money under the contract. Generally, annuity contracts issued by the same company (and affiliates) to you during the same calendar year must be treated as one annuity contract for purposes of determining the amount subject to tax under the rules described below. Charges for investment advisory fees that are taken from the contract are treated as a partial withdrawal from the contract and will be reported as such to the contract owner.

It is possible that the Internal Revenue Service (IRS) would assert that some or all of the charges for the optional benefits under the contract should be treated for federal income tax purposes as a partial withdrawal from the contract. If this were the case, the charge for this benefit could be deemed a withdrawal and treated as taxable to the extent there are earnings in the contract. Additionally, for owners under age 59 1/2, the taxable income attributable to the charge for the benefit could be subject to a tax penalty. If the IRS determines that the charges for one or more benefits under the contract are taxable withdrawals, then the sole or surviving owner will be provided with a notice from us describing available alternatives regarding these benefits.

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

FLEXELITE CONTRACT? continued

You must commence annuity payments no later than the first day of the calendar month next following the maximum Annuity Date for your contract. Please refer to your annuity contract for the applicable maximum Annuity Date. For some of our contracts, you are able to choose to defer the Annuity Date beyond the default Annuity Date described in your contract. However, the IRS may not then consider your contract to be an annuity under the tax law.

TAXES ON WITHDRAWALS AND SURRENDER

If you make a withdrawal from your contract or surrender it before annuity payments begin, the amount you receive will be taxed as ordinary income, rather than as return of purchase payments, until all gain has been withdrawn. Once all gain has been withdrawn, payments will be treated as a nontaxable return of purchase payments until all purchase payments have been returned. After all purchase payments are returned, all subsequent amounts will be taxed as ordinary income. You will generally be taxed on any withdrawals from the contract while you are alive even if the withdrawal is paid to someone else. Withdrawals under any of the optional living benefit programs or as a systematic payment are taxed under these rules. If you assign or pledge all or part of your contract as collateral for a loan, the part assigned generally will be treated as a withdrawal. If you transfer your contract for less than full consideration, such as by gift, you will also trigger tax on any gain in the contract. This rule does not apply if you transfer the contract to your spouse or under most circumstances if you transfer the contract incident to divorce.

If you choose to receive payments under an interest payment option, or a beneficiary chooses to receive a death benefit under an interest payment option, that election will be treated, for tax purposes, as surrendering your annuity and will immediately subject any gain in the contract to income tax.

TAXES ON ANNUITY PAYMENTS

A portion of each annuity payment you receive will be treated as a partial return of your purchase payments and will not be taxed. The remaining portion will be taxed as ordinary income. Generally, the nontaxable portion is determined by multiplying the annuity payment you receive by a fraction, the numerator of which is your purchase payments (less any amounts previously received tax-free) and the denominator of which is the total expected payments under the contract. After the full amount of your purchase payments have been recovered tax-free, the full amount of the annuity payments will be taxable. If annuity payments stop due to the death of the annuitant before the full amount of your purchase payments have been recovered, a tax deduction may be allowed for the unrecovered amount.

TAX PENALTY FOR EARLY WITHDRAWAL FROM A NONQUALIFIED ANNUITY CONTRACT You may owe a 10% tax penalty on the taxable part of distributions received from your Nonqualified annuity contract before you attain age 59 1/2. Amounts are not subject to this tax penalty if:

- . the amount is paid on or after you reach age 59 1/2 or die;
 - . the amount received is attributable to your becoming disabled;
 - . generally the amount paid or received is in the form of substantially equal payments not less frequently than annually (please note that substantially equal payments must continue until the later of reaching age 59 1/2 or 5 years and modification of payments during that time period will result in retroactive application of the 10% tax penalty); or
-

. the amount received is paid under an immediate annuity contract (in which annuity payments begin within one year of purchase).

Other exceptions to this tax may apply. You should consult your tax advisor for further details.

SPECIAL RULES IN RELATION TO TAX-FREE EXCHANGES UNDER SECTION 1035

Section 1035 of the Internal Revenue Code of 1986, as amended (Code), permits certain tax-free exchanges of a life insurance, annuity or endowment contract for an annuity. Partial surrenders may be treated in the same way as tax-free 1035 exchanges of entire contracts, therefore avoiding current taxation of any gains in the contract as well as the 10% tax penalty on pre-age 59 1/2 withdrawals. The IRS has reserved the right to treat transactions it considers abusive as ineligible for this favorable partial 1035 exchange treatment. We do not know what transactions may be considered abusive. For example we do not know how the IRS may view early withdrawals or annuitizations after a partial exchange. In addition, it is unclear how the IRS will treat a partial exchange from a life insurance, endowment, or annuity contract into an immediate annuity. As of the date of this prospectus, we will accept a partial 1035 exchange from a non-qualified annuity into an immediate annuity as a "tax-free" exchange for future tax reporting purposes, except to the extent that we, as a reporting and withholding agent, believe that we would be expected to deem the transaction to be abusive. However, some insurance companies may not recognize these partial surrenders as tax-free exchanges and may report them as taxable distributions to the extent of any gain distributed as well as subjecting the taxable portion of the distribution to the 10% tax penalty. We strongly urge you to discuss any transaction of this type with your tax advisor before proceeding with the transaction.

If an annuity is purchased through a tax-free exchange of a life insurance, annuity or endowment contract that was purchased prior to August 14, 1982, then any purchase payments made to the original contract prior to August 14, 1982 will be treated as made to the new contract prior to that date. Generally, such pre-August 14, 1982 withdrawals are treated as a recovery of your investment in the contract first until purchase payments made before August 14, 1982 are withdrawn. Moreover, any income allocable to purchase payments made before August 14, 1982, is not subject to the 10% tax penalty.

TAXES PAYABLE BY BENEFICIARIES

The Death Benefit options are subject to income tax to the extent the distribution exceeds the cost basis in the contract. The value of the Death Benefit, as determined under federal law, is also included in the owner's estate. Generally, the same tax rules described above would also apply to amounts received by your beneficiary. Choosing any option other than a lump sum Death Benefit may defer taxes. Certain minimum distribution requirements apply upon your death, as discussed further below in the Annuity Qualification section. Tax consequences to the beneficiary vary depending upon the Death Benefit payment option selected. Generally, for payment of the Death Benefit

. As a lump sum payment: the beneficiary is taxed on gain in the contract.

. Within 5 years of death of owner: the beneficiary is taxed as amounts are withdrawn (in this case gain is treated as being distributed first).

. Under an annuity or annuity settlement option with distribution beginning within one year of the date of death of the owner: the beneficiary is taxed on each payment (part will be treated as gain and part as return of purchase payments).

Considerations for Contingent Annuitants:

We may allow the naming of a contingent annuitant when a Nonqualified annuity contract is held by a pension plan or a tax favored retirement plan. In such a situation, the annuity may no longer qualify for tax deferral where the annuity contract continues after the death of the Annuitant. Note that in certain annuity contracts issued by Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, we allow for the naming of a co-annuitant, which also is used to mean the successor annuitant (and not another life used for measuring the

duration of an annuity payment option). Like in the case of a contingent annuitant, the annuity may no longer qualify for tax deferral where the contract continues after the death of the annuitant.

DISTRIBUTIONS

Taxable amounts distributed from an annuity are subject to federal and state income tax reporting and withholding. In general, we will withhold federal income tax from the taxable portion of such distribution based on the type of distribution. In the case of an annuity or similar periodic payment, we will withhold as if you are a married individual with three (3) exemptions unless you designate a different withholding status. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In the case of all other distributions, we will withhold at a 10% rate. You may generally elect not to have tax withheld from your payments. An election out of withholding must be made on forms that we provide.

State income tax withholding rules vary and we will withhold based on the rules of your State of residence. Special tax rules apply to withholding for nonresident aliens, and we generally withhold income tax for nonresident aliens at a 30% rate. A different withholding rate may be applicable to a nonresident alien based on the terms of an existing income tax treaty between the United States and the nonresident alien's country. Please refer to the discussion below regarding withholding rules for a Qualified annuity.

Regardless of the amount withheld by us, you are liable for payment of federal and state income tax on the taxable portion of annuity distributions. You should consult with your tax advisor regarding the payment of the correct amount of these income taxes and potential liability if you fail to pay such taxes.

Entity Owners

Where a contract is held by a non-natural person (e.g. a corporation), other than as an agent or nominee for a natural person (or in other limited circumstances), the contract will not be taxed as an annuity and increases in the value of the contract over its cost basis will be subject to tax annually.

Where a contract is structured so that it is owned by a grantor trust but the annuitant is not the grantor, then the contract is required to terminate upon the death of the grantor if the grantor pre-deceases the annuitant under

Section 72(s) of the Code. Under this circumstance, the contract value will be paid out to the beneficiary and it is not eligible for the death benefit provided under the contract.

ANNUITY QUALIFICATION

Diversification and Investor Control. In order to qualify for the tax rules applicable to annuity contracts described above, the assets underlying the Sub-accounts of an annuity must be diversified, according to certain rules under the Internal Revenue Code. Each portfolio is required to diversify its investments each quarter so that no more than 55% of the value of its assets is represented by any one investment, no more than 70% is represented by any two investments, no more than 80% is represented by any three investments, and no more than 90% is represented by any four investments. Generally, securities of a single issuer are treated as

FLEXELITE CONTRACT? continued

one investment and obligations of each U.S. Government agency and instrumentality (such as the Government National Mortgage Association) are treated as issued by separate issuers. In addition, any security issued, guaranteed or insured (to the extent so guaranteed or insured) by the United States or an instrumentality of the U.S. will be treated as a security issued by the U.S. Government or its instrumentality, where applicable. We believe the portfolios underlying the variable investment options of the annuity meet these diversification requirements.

An additional requirement for qualification for the tax treatment described above is that we, and not you as the contract owner, must have sufficient control over the underlying assets to be treated as the owner of the underlying assets for tax purposes. While we also believe these investor control rules will be met, the Treasury Department may promulgate guidelines under which a variable annuity will not be treated as an annuity for tax purposes if persons with ownership rights have excessive control over the investments underlying such variable annuity. It is unclear whether such guidelines, if in fact promulgated, would have retroactive effect. It is also unclear what effect, if any, such guidelines might have on transfers between the investment options offered pursuant to this Prospectus. We reserve the right to take any action, including modifications to your annuity or the investment options, required to comply with such guidelines if promulgated. Any such changes will apply uniformly to affected owners and will be made with such notice to affected owners as is feasible under the circumstances.

Required Distributions Upon Your Death for Nonqualified Annuity Contracts. Upon your death, certain distributions must be made under the contract. The required distributions depend on whether you die before you start taking annuity payments under the contract or after you start taking annuity payments under the contract. If you die on or after the Annuity Date, the remaining portion of the interest in the contract must be distributed at least as rapidly as under the method of distribution being used as of the date of death. If you die before the Annuity Date, the entire interest in the contract must be distributed within 5 years after the date of death, or as periodic payments over a period not extending beyond the life or life expectancy of such designated beneficiary (provided such payments begin within one year of your death). Your designated beneficiary is the person to whom benefit rights under the contract pass by reason of death, and must be a natural person in order to elect a periodic payment option based on life expectancy or a period exceeding five years. Additionally, if the annuity is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner. For Nonqualified annuity contracts owned by a non-natural person, the required distribution rules apply upon the death of the annuitant. This means that for a contract held by a non-natural person (such as a trust) for which there is named a co-annuitant, then such required distributions will be triggered by the death of the first co-annuitants to die.

Changes In Your Annuity. We reserve the right to make any changes we deem necessary to assure that your annuity qualifies as an annuity contract for tax purposes. Any such changes will apply to all contract owners and you will be given notice to the extent feasible under the circumstances.

QUALIFIED ANNUITY CONTRACTS

In general, as used in this prospectus, a Qualified annuity is an annuity contract with applicable endorsements for a tax-favored plan or a Nonqualified annuity contract held by a tax-favored retirement plan.

The following is a general discussion of the tax considerations for Qualified annuity contracts. This annuity may or may not be available for all types of the tax-favored retirement plans discussed below. This discussion assumes that you have satisfied the eligibility requirements for any tax-favored retirement plan. Please consult your Financial Professional prior to purchase to confirm if this contract is available for a particular type of tax-favored retirement plan or whether we will accept the type of contribution you intend for this contract.

A Qualified annuity may typically be purchased for use in connection with:

- . Individual retirement accounts and annuities (IRAs) which are subject to Sections 408(a) and 408(b) of the Code;
 - . Roth IRAs under Section 408A of the Code;
 - . A corporate Pension or Profit-sharing plan (subject to 401(a) of the Code);
 - . H.R. 10 plans (also known as Keogh Plans, subject to 401(a) of the Code);
 - . Tax Sheltered Annuities (subject to 403(b) of the Code, also known as Tax Deferred Annuities or TDAs);
-

. Section 457 plans (subject to 457 of the Code).

A Nonqualified annuity may also be purchased by a 401(a) trust or custodial IRA or Roth IRA account, or a Section 457 plan, which can hold other permissible assets. The terms and administration of the trust or custodial account or plan in accordance with the laws and regulations for 401(a) plans, IRAs or Roth IRAs, or a Section 457 plan, as applicable, are the responsibility of the applicable trustee or custodian.

You should be aware that tax favored plans such as IRAs generally provide income tax deferral regardless of whether they invest in annuity contracts. This means that when a tax favored plan invests in an annuity contract, it generally does not result in any additional tax benefits (such as income tax deferral and income tax free transfers).

TYPES OF TAX-FAVORED PLANS

IRAs. If you buy an annuity for use as an IRA, we will provide you a copy of the prospectus and contract. The "IRA Disclosure Statement" and "Roth IRA Disclosure Statement" which accompany the prospectus contain information about eligibility, contribution limits, tax particulars, and other IRA information. In addition to this information (some of which is summarized below), the IRS requires that you have a "free look" after making an initial contribution to the contract. During this time, you can cancel the annuity by notifying us in writing, and we will refund all of the purchase payments under the annuity (or, if provided by applicable state law, the amount credited under the annuity, if greater), less any applicable federal and state income tax withholding.

Contributions Limits/Rollovers. Subject to the minimum purchase payment requirements of an annuity, you may purchase an annuity for an IRA in connection with a "rollover" of amounts from a qualified retirement plan, as a transfer from another IRA, by making a single contribution consisting of your IRA contributions and catch-up contributions, if applicable, attributable to the prior year and the current year during the period from January 1 to April 15, or as a current year contribution. In 2008 the contribution limit is \$5,000. After 2008 the contribution amount will be indexed for inflation. The tax law also provides for a catch-up provision for individuals who are age 50 and above, allowing these individuals an additional \$1,000 contribution each year. The catch-up amount is not indexed for inflation.

The "rollover" rules under the Code are fairly technical; however, an individual (or his or her surviving spouse) may generally "roll over" certain distributions from tax favored retirement plans (either directly or within 60 days from the date of these distributions) if he or she meets the requirements for distribution. Once you buy an annuity, you can make regular IRA contributions under the annuity (to the extent permitted by law). However, if you make such regular IRA contributions, you should note that you will not be able to treat the contract as a "conduit IRA," which means that you will not retain possible favorable tax treatment if you subsequently "roll over" the contract funds originally derived from a qualified retirement plan or TDA into another Section 401(a) plan or TDA. In some circumstances, non-spouse beneficiaries may directly roll over to an IRA amounts due from qualified plans, 403(b) plans, and governmental 457(b) plans.

Required Provisions. Contracts that are IRAs (or endorsements that are part of the contract) must contain certain provisions:

- . You, as owner of the contract, must be the "annuitant" under the contract (except in certain cases involving the division of property under a decree of divorce);
 - . Your rights as owner are non-forfeitable;
 - . You cannot sell, assign or pledge the contract;
 - . The annual contribution you pay cannot be greater than the maximum amount allowed by law, including catch-up contributions if applicable (which does not include any rollover amounts);
-

. The date on which required minimum distributions must begin cannot be later than April 1st of the calendar year after the calendar year you turn age 70 1/2; and

. Death and annuity payments must meet "required minimum distribution" rules described below.

Usually, the full amount of any distribution from an IRA (including a distribution from this contract) which is not a rollover is taxable. As taxable income, these distributions are subject to the general tax withholding rules described earlier regarding a Nonqualified annuity. In addition to this normal tax liability, you may also be liable for the following, depending on your actions:

. A 10% early withdrawal penalty described below;

. Liability for "prohibited transactions" if you, for example, borrow against the value of an IRA; or

. Failure to take a required minimum distribution, also described below.

SEPs. SEPs are a variation on a standard IRA, and contracts issued to a SEP must satisfy the same general requirements described under IRAs (above). There are, however, some differences:

. If you participate in a SEP, you generally do not include in income any employer contributions made to the SEP on your behalf up to the lesser of

(a) \$46,000 in 2008 (\$45,000 in 2007) or (b) 25% of your taxable compensation paid by the contributing employer (not including the employer's SEP contribution as compensation for these purposes). However, for these purposes, compensation in excess of certain limits established by the IRS will not be considered. In 2008, this limit is \$230,000 (\$225,000 for 2007);

. SEPs must satisfy certain participation and nondiscrimination requirements not generally applicable to IRAs; and

. SEPs that contain a salary reduction or "SARSEP" provision prior to 1997 may permit salary deferrals up to \$15,500 in 2008 with the employer making these contributions to the SEP. However, no new "salary reduction" or "SARSEPs" can be established after 1996. Individuals participating in a SARSEP who are age 50 or above by the end of the year will be permitted to contribute an additional \$5,000 in 2008. These amounts are indexed for inflation. These annuities are not available for SARSEPs. You will also be provided the same information, and have the same "free look" period, as you would have if you purchased the contract for a standard IRA.

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

FLEXELITE CONTRACT? continued

ROTH IRAs. The "Roth IRA Disclosure Statement" contains information about eligibility, contribution limits, tax particulars and other Roth IRA information. Like standard IRAs, income within a Roth IRA accumulates tax-free, and contributions are subject to specific limits. Roth IRAs have, however, the following differences:

- . Contributions to a Roth IRA cannot be deducted from your gross income;

- . "Qualified distributions" from a Roth IRA are excludable from gross income. A "qualified distribution" is a distribution that satisfies two requirements: (1) the distribution must be made (a) after the owner of the IRA attains age 59 1/2; (b) after the owner's death; (c) due to the owner's disability; or (d) for a qualified first time homebuyer distribution within the meaning of Section 72(t)(2)(F) of the Code; and (2) the distribution must be made in the year that is at least five tax years after the first year for which a contribution was made to any Roth IRA established for the owner or five years after a rollover, transfer, or conversion was made from a traditional IRA to a Roth IRA. Distributions from a Roth IRA that are not qualified distributions will be treated as made first from contributions and then from earnings and earnings will be taxed generally in the same manner as distributions from a traditional IRA.

- . If eligible (including meeting income limitations and earnings requirements), you may make contributions to a Roth IRA after attaining age 70 1/2, and distributions are not required to begin upon attaining such age or at any time thereafter.

Subject to the minimum purchase payment requirements of an annuity, if you meet certain income limitations you may purchase an annuity for a Roth IRA in connection with a "rollover" of amounts of another traditional IRA, conduit IRA, SEP, SIMPLE-IRA or Roth IRA by making a single contribution consisting of your Roth IRA contributions and catch-up contributions, if applicable, attributable to the prior year and the current year during the period from January 1 to April 15 of the current year, or with a current contribution. The Code permits persons who meet certain income limitations (generally, adjusted gross income under \$100,000) who are not married filing a separate return and who receive certain qualifying distributions from such non-Roth IRAs, to directly rollover or make, within 60 days, a "rollover" of all or any part of the amount of such distribution to a Roth IRA which they establish. Beginning January 2008, an individual receiving an eligible rollover distribution from an employer sponsored retirement plan under sections 401(a) or 403(b) of the Code can directly roll over contributions to a Roth IRA, subject to the same income limits. This conversion triggers current taxation (but is not subject to a 10% early distribution penalty). Once an annuity has been purchased, regular Roth IRA contributions will be accepted to the extent permitted by law. In addition, an individual receiving an eligible rollover distribution from a designated Roth account under an employer plan may roll over the distribution to a Roth IRA even if the individual is not eligible to make regular contributions to a Roth IRA. Until 2010, participants with an adjusted gross income greater than \$100,000 are not permitted to roll over funds from an employer plan, including a Roth 401(k) distribution, to a Roth IRA.

TDAs. You may own a Tax Deferred Annuity (also known as a TDA, Tax Sheltered Annuity (TSA), 403(b) plan or 403(b) annuity) generally if you are either an employer or employee of a tax-exempt organization (as defined under Code

Section 501(c)(3)) or a public educational organization, and you may make contributions to a TDA so long as your rights (or your employee's rights) to the annuity are nonforfeitable. Contributions to a TDA, and any earnings, are not taxable until distribution. You may also make contributions to a TDA under a salary reduction agreement, generally up to a maximum of \$15,500 in 2008. Individuals participating in a TDA who are age 50 or above by the end of the year will be permitted to contribute an additional \$5,000 in 2008. This amount is indexed for inflation. Further, you may roll over TDA amounts to another TDA or an IRA. You may also roll over TDA amounts to a qualified retirement plan, a SEP and a 457 government plan. A contract may generally only qualify as a TDA if distributions of salary deferrals (other than "grandfathered" amounts held as of December 31, 1988) may be made only on account of:

- . Your attainment of age 59 1/2;
- . Your severance of employment;
- . Your death;
- . Your total and permanent disability; or
- . Hardship (under limited circumstances, and only related to salary deferrals, not including earnings attributable to these amounts).

In any event, you must begin receiving distributions from your TDA by April 1st of the calendar year after the calendar year you turn age 70 1/2 or retire, whichever is later. These distribution limits do not apply either to transfers or exchanges of investments under the contract, or to any "direct transfer" of your interest in the contract to another TDA or to a mutual fund "custodial account" described under Code Section 403(b)(7). Employer contributions to TDAs are subject to the same general contribution, nondiscrimination, and minimum participation rules applicable to "qualified" retirement plans.

Final regulations related to 403(b) contracts were issued in 2007. Under these final regulations, certain contract exchanges may be accepted only if the employer and the issuer have entered into the required information-sharing agreements. Such agreements must be in place by

January 1, 2009. We do not currently accept transfers of funds under 403(b) contracts. Funds can only be added to the contract as a current salary deferral under an agreement with your employer or as a direct rollover from another employer plan. We intend to begin accepting such transfers in the future when we can comply with the new regulations.

REQUIRED MINIMUM DISTRIBUTIONS AND PAYMENT OPTIONS

If you hold the contract under an IRA (or other tax-favored plan), required minimum distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70 1/2 and must be made for each year thereafter. For a TDA or a 401(a) plan for which the participant is not a greater than 5% owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the Owner's lifetime. The amount of the payment must at least equal the minimum required under the IRS rules. Several choices are available for calculating the minimum amount. More information on the mechanics of this calculation is available on request. Please contact us at a reasonable time before the IRS deadline so that a timely distribution is made. Please note that there is a 50% tax penalty on the amount of any required minimum distribution not made in a timely manner.

Required minimum distributions are calculated based on the sum of the account value and the actuarial value of any additional death benefits and benefits from optional riders that you have purchased under the contract. As a result, the required minimum distributions may be larger than if the calculation were based on the account value only, which may in turn result in an earlier (but not before the required beginning date) distribution of amounts under the annuity and an increased amount of taxable income distributed to the annuity owner, and a reduction of death benefits and the benefits of any optional riders.

You can use the Minimum Distribution option to satisfy the required minimum distribution rules for an annuity without either beginning annuity payments or surrendering the annuity. We will distribute to you the required minimum distribution amount, less any other partial withdrawals that you made during the year. Such amount will be based on the value of the contract as of December 31 of the prior year, but is determined without regard to other contracts you may own.

Although the IRS rules determine the required amount to be distributed from your IRA each year, certain payment alternatives are still available to you. If you own more than one IRA, you can choose to satisfy your minimum distribution requirement for each of your IRAs by withdrawing that amount from any of your IRAs. If you inherit more than one Roth IRA from the same owner, similar rules apply.

Required Distributions Upon Your Death for Qualified Annuity Contracts Upon your death under an IRA, Roth IRA, 403(b) or other employer sponsored plan, the designated beneficiary may generally elect to continue the contract and receive required minimum distributions under the contract instead of receiving the death benefit in a single payment. The available payment options will depend on whether you die before the date required minimum distributions under the Code were to begin, whether you have named a designated beneficiary and whether that beneficiary is your surviving spouse.

. If you die after a designated beneficiary has been named, the death benefit must be distributed by December 31st of the year including the five year anniversary of the date of death, or as periodic payments not extending beyond the life or life expectancy of the designated beneficiary (as long as payments begin by December 31st of the year following the year of death). However, if your surviving spouse is the beneficiary, the death benefit can be paid out over the life or life expectancy of your spouse with such payments beginning no later than December 31st of the year following the year of death or December 31st of the year in which you would have reached age 70 1/2, whichever ever is later. Additionally, if the contract is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner.

. If you die before a designated beneficiary is named and before the date required minimum distributions must begin under the Code, the death benefit must be paid out by December 31st of the year including the five year anniversary of the date of death. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been

divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

. If you die before a designated beneficiary is named and after the date required minimum distributions must begin under the Code, the death benefit must be paid out at least as rapidly as under the method then in effect. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

A beneficiary has the flexibility to take out more each year than mandated under the required minimum distribution rules.

Until withdrawn, amounts in a Qualified annuity contract continue to be tax deferred. Amounts withdrawn each year, including amounts that are required to be withdrawn under the required minimum distribution rules, are subject to tax. You may wish to consult a professional tax advisor for tax advice as to your particular situation.

For a Roth IRA, if death occurs before the entire interest is distributed, the death benefit must be distributed under the same rules applied to IRAs where death occurs before the date required minimum distributions must begin under the Code.

TAX PENALTY FOR EARLY WITHDRAWALS FROM QUALIFIED ANNUITY CONTRACTS You may owe a 10% tax penalty on the taxable part of distributions received from an IRA, SEP, Roth IRA, TDA or qualified retirement plan before you attain age 59 1/2. Amounts are not subject to this tax penalty if:

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

FLEXELITE CONTRACT? continued

- . the amount is paid on or after you reach age 59 1/2 or die;
 - . the amount received is attributable to your becoming disabled; or
 - . generally the amount paid or received is in the form of substantially equal payments not less frequently than annually. (Please note that substantially equal payments must continue until the later of reaching age 59 1/2 or 5 years. Modification of payments during that time period will result in retroactive application of the 10% tax penalty.)
- Other exceptions to this tax may apply. You should consult your tax advisor for further details.
-

WITHHOLDING

We will withhold federal income tax at the rate of 20% for any eligible rollover distribution paid by us to or for a plan participant, unless such distribution is "directly" rolled over into another qualified plan, IRA (including the IRA variations described above), SEP, 457 government plan or TDA. An eligible rollover distribution is defined under the tax law as a distribution from an employer plan under 401(a), a TDA or a 457 governmental plan, excluding any distribution that is part of a series of substantially equal payments (at least annually) made over the life expectancy of the employee or the joint life expectancies of the employee and his designated beneficiary, any distribution made for a specified period of 10 years or more, any distribution that is a required minimum distribution and any hardship distribution. Regulations also specify certain other items which are not considered eligible rollover distributions. For all other distributions, unless you elect otherwise, we will withhold federal income tax from the taxable portion of such distribution at an appropriate percentage. The rate of withholding on annuity payments where no mandatory withholding is required is determined on the basis of the withholding certificate that you file with us. If you do not file a certificate, we will automatically withhold federal taxes on the following basis:

. For any annuity payments not subject to mandatory withholding, you will have taxes withheld by us as if you are a married individual, with 3 exemptions. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default; and

. For all other distributions, we will withhold at a 10% rate.

We will provide you with forms and instructions concerning the right to elect that no amount be withheld from payments in the ordinary course. However, you should know that, in any event, you are liable for payment of federal income taxes on the taxable portion of the distributions, and you should consult with your tax advisor to find out more information on your potential liability if you fail to pay such taxes. There may be additional state income tax withholding requirements.

ERISA REQUIREMENTS

ERISA (the "Employee Retirement Income Security Act of 1974") and the Code prevent a fiduciary and other "parties in interest" with respect to a plan (and, for these purposes, an IRA would also constitute a "plan") from receiving any benefit from any party dealing with the plan, as a result of the sale of the contract. Administrative exemptions under ERISA generally permit the sale of insurance/annuity products to plans, provided that certain information is disclosed to the person purchasing the contract. This information has to do primarily with the fees, charges, discounts and other costs related to the contract, as well as any commissions paid to any agent selling the contract. Information about any applicable fees, charges, discounts, penalties or adjustments may be found in the applicable sections of this Prospectus. Information about sales representatives and commissions may be found in the sections of this Prospectus addressing distribution of the annuities.

Other relevant information required by the exemptions is contained in the contract and accompanying documentation.

Please consult with your tax advisor if you have any questions about ERISA and these disclosure requirements.

SPOUSAL CONSENT RULES FOR RETIREMENT PLANS - QUALIFIED CONTRACTS

If you are married at the time your payments commence, you may be required by federal law to choose an income option that provides survivor annuity income to your spouse, unless your spouse waives that right. Similarly, if you are married at the time of your death, federal law may require all or a portion of the Death Benefit to be paid to your spouse, even if you designated someone else as your beneficiary. A brief explanation of the applicable rules follows. For more information, consult the terms of your retirement arrangement.

Defined Benefit Plans and Money Purchase Pension Plans. If you are married at the time your payments commence, federal law requires that benefits be paid to you in the form of a "qualified joint and survivor annuity" (QJSA), unless you and your spouse waive that right, in writing. Generally, this means that you will receive a reduced payment during your life and, upon your death, your spouse will receive at least one-half of what you were receiving for life. You may elect to receive another income option if your spouse consents to the election and waives his or her right to receive the QJSA. If your spouse consents to the alternative form of payment, your spouse may not receive any benefits from the plan upon your death. Federal law also requires that the plan pay a

Death Benefit to your spouse if you are married and die before you begin receiving your benefit. This benefit must be available in the form of an annuity for your spouse's lifetime and is called a "qualified pre-retirement survivor annuity" (QPSA). If the plan pays Death Benefits to other beneficiaries, you may elect to have a beneficiary other than your spouse receive the Death Benefit, but only if your spouse consents to the election and waives his or her right to receive the QPSA. If your spouse consents to the alternate beneficiary, your spouse will receive no benefits from the plan upon your death. Any QPSA waiver prior to your attaining age 35 will become null and void on the first day of the calendar year in which you attain age 35, if still employed.

Defined Contribution Plans (including 401(k) Plans and ERISA 403(b) Annuities). Spousal consent to a distribution is generally not required. Upon your death, your spouse will receive the entire Death Benefit, even if you designated someone else as your beneficiary, unless your spouse consents in writing to waive this right. Also, if you are married and elect an annuity as a periodic income option, federal law requires that you receive a QJSA (as described above), unless you and your spouse consent to waive this right.

IRAs, non-ERISA 403(b) Annuities, and 457 Plans. Spousal consent to a distribution usually is not required. Upon your death, any Death Benefit will be paid to your designated beneficiary.

ADDITIONAL INFORMATION

For additional information about federal tax law requirements applicable to IRAs and Roth IRAs, see the IRA Disclosure Statement or Roth IRA Disclosure Statement, as applicable.

GENERATION-SKIPPING TRANSFERS

If you transfer your contract to a person two or more generations younger than you (such as a grandchild or grandniece) or to a person that is more than 37 1/2 years younger than you, there may be generation-skipping transfer tax consequences.

11. OTHER INFORMATION

PRUCO LIFE INSURANCE COMPANY

Pruco Life Insurance Company (Pruco Life) is a stock life insurance company which was organized on December 23, 1971 under the laws of the State of Arizona. It is licensed to sell life insurance and annuities in the District of Columbia, Guam and in all states except New York, and therefore, is subject to the insurance laws and regulations of all the jurisdictions where it is licensed to do business.

Pruco Life is a wholly-owned subsidiary of The Prudential Insurance Company of America (Prudential), a New Jersey stock life insurance company that has been doing business since October 13, 1875. Prudential is an indirect wholly-owned subsidiary of Prudential Financial, Inc. (Prudential Financial), a New Jersey insurance holding company. As Pruco Life's ultimate parent, Prudential Financial exercises significant influence over the operations and capital structure of Pruco Life and Prudential. However, neither Prudential Financial, Prudential, nor any other related company has any legal responsibility to pay amounts that Pruco Life may owe under the contract.

Pruco Life publishes annual and quarterly reports that are filed with the SEC. These reports contain financial information about Pruco Life that is annually audited by independent accountants. Pruco Life's annual report for the year ended December 31, 2007, together with subsequent periodic reports that Pruco Life files with the SEC, are incorporated by reference into this prospectus.

You can obtain copies, at no cost, of any and all of this information, including the Pruco Life annual report that is not ordinarily mailed to contract owners, the more current reports and any subsequently filed documents at no cost by contacting us at the address or telephone number listed on the cover. The SEC file number for Pruco Life is 811-07325. You may read and copy any filings made by Pruco Life with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You can obtain information on the operation of the Public Reference Room by calling (202) 551-8090. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

Pruco Life conducts the bulk of its operations through staff employed by it or by affiliated companies within the Prudential Financial family. Certain discrete functions have been delegated to non-affiliates that could be deemed "service providers" under the Investment Company Act of 1940. The entities engaged by Pruco Life may change over time. As of December 31, 2007, non-affiliated entities that could be deemed service providers to Pruco Life and/or another insurer within the Prudential Annuities business unit consisted of the following: ADP (proxy tabulation services) located at 100 Burma Road Jersey City, New Jersey 07305, Alliance-One Services Inc. (administration of variable life policies) located at 55 Hartland Street East Hartford CT 06108, BISYS Retirement Services (qualified plan administrator) located at 200 Dryden Road

Dresher, PA 19025, Blue Frog Solutions, Inc. (order entry systems provider) located at 555 SW 12th Ave, Suite 202 Pompano Beach, FL 33069, EBIX Inc. (order-entry system) located at 5 Concourse Parkway Suite 3200 Atlanta, GA 30328, Diversified Information Technologies Inc. (records management) located at 123 Wyoming Ave Scranton, PA 18503, Fosdick Fulfillment Corp. (fulfillment of prospectuses and marketing materials) located at 26 Barnes Industrial Park Road North Wallingford, CT 06492, Insurance Technologies (annuity

11. OTHER INFORMATION continued

illustrations) located at Two South Cascade Avenue, Suite 200 Colorado Springs, CO 80903, Lason Systems Inc. (contract printing and mailing) located at 1305 Stephenson Highway, Troy, MI 48083, Morningstar Associates LLC (asset allocation recommendations) located at 225 West Wacker Drive, Chicago, IL 60606, Pershing LLC (order-entry systems provider) located at One Pershing Plaza Jersey City, NJ 07399, Personix (printing and fulfillment of confirmations and client statements) located at 13100 North Promenade Boulevard Stafford, TX 77477, RR Donnelley Receivables Inc. (printing annual reports and prospectuses) located at 111 South Wacker Drive Chicago, IL 60606-4301, Stanton Group (qualified plan administrator) located at Two Pine Tree Drive Suite 400 Arden Hills, MN 55112 Attention: Alerus Retirement Solutions, State Street (accumulation unit value calculations) located at State Street Financial Center One Lincoln Street Boston, Massachusetts 02111, The Harty Press, Inc. (printing and fulfillment of marketing materials) located at 25 James Street, New Haven, CT 06513, VG Reed & Sons Inc. (printing and fulfillment of annual reports) located at 1002 South 12th Street Louisville, KY 40210, William B. Meyer (printing and fulfillment of prospectuses and marketing materials) located at 255 Long Beach Boulevard Stratford, CT 06615.

THE SEPARATE ACCOUNT

We have established a separate account, the Pruco Life Flexible Premium Variable Annuity Account (separate account), to hold the assets that are associated with the variable annuity contracts. The separate account was established under Arizona law on June 16, 1995, and is registered with the SEC under the Investment Company Act of 1940, as a unit investment trust, which is a type of investment company. The assets of the separate account are held in the name of Pruco Life and legally belong to us. These assets are kept separate from all of our other assets and may not be charged with liabilities arising out of any other business we may conduct. More detailed information about Pruco Life, including its audited consolidated financial statements, is provided in the Statement of Additional Information.

SALE AND DISTRIBUTION OF THE CONTRACT

Prudential Annuities Distributors, Inc. (PAD), a wholly-owned subsidiary of Prudential Annuities, Inc., is the distributor and principal underwriter of the annuities offered through this prospectus. PAD acts as the distributor of a number of annuity and life insurance products, and is the co-distributor of the Advanced Series Trust. PAD's principal business address is One Corporate Drive, Shelton, Connecticut 06484. PAD is registered as a broker-dealer under the Securities Exchange Act of 1934 (Exchange Act), and is a member of the Financial Industry Regulatory Authority (FINRA).

The contract is offered on a continuous basis. PAD enters into distribution agreements with broker/dealers who are registered under the Exchange Act and with entities that may offer the contract but are exempt from registration

(firms). Applications for the contract are solicited by registered representatives of those firms. Such representatives will also be our appointed insurance agents under state insurance law. In addition, PAD may offer the contract directly to potential purchasers.

Commissions are paid to firms on sales of the contract according to one or more schedules. The individual representative will receive a portion of the compensation, depending on the practice of his or her firm. Commissions are generally based on a percentage of purchase payments made, up to a maximum of 8%. Alternative compensation schedules are available that provide a lower initial commission plus ongoing annual compensation based on all or a portion of Contract Value. We may also provide compensation to the distributing firm for providing ongoing service to you in relation to the contract. Commissions and other compensation paid in relation to the contract do not result in any additional charge to you or to the separate account.

In addition, in an effort to promote the sale of our products (which may include the placement of Pruco Life and/or the contract on a preferred or recommended company or product list and/or access to the firm's registered representatives), we or PAD may enter into compensation arrangements with certain broker/ dealer firms with respect to certain or all registered representatives of such firms under which such firms may receive separate compensation or reimbursement for, among other things, training of sales personnel and/or marketing and/or administrative services and/or other services they provide to us or our affiliates. These services may include, but are not limited to: educating customers of the firm on the contract's features; conducting due diligence and analysis; providing office access, operations and systems support; holding seminars intended to educate registered representatives and make them more knowledgeable about the contract; providing a dedicated marketing coordinator; providing priority sales desk support; and providing expedited marketing compliance approval to PAD.

We or PAD also may compensate third-party vendors, for services that such vendors render to broker-dealer firms. To the extent permitted by the FINRA rules and other applicable laws and regulations, PAD may pay or allow other promotional incentives or payments in the forms of cash or non-cash compensation. These arrangements may not be offered to all firms and the terms of such arrangements may differ between firms.

The list below identifies three general types of payments that PAD pays which are broadly defined as follows:

. Percentage Payments based upon "Assets under Management" or "AUM": This type of payment is a percentage payment that is based upon the total amount held in all Pruco Life products that were sold through the firm (or its affiliated broker-dealers).

. Percentage Payments based upon sales: This type of payment is a percentage payment that is based upon the total amount of money received as purchase payments under Pruco Life annuity products sold through the firm (or its affiliated broker-dealers).

102

. Fixed Payments: These types of payments are made directly to or in sponsorship of the firm (or its affiliated broker-dealers). Examples of arrangements under which such payments may be made currently include, but are not limited to: sponsorships, conferences (national, regional and top producer), speaker fees, promotional items and reimbursements to firms for marketing activities or services paid by the firms and/or their individual representatives. The amount of these payments varies widely because some payments may encompass only a single event, such as a conference, and others have a much broader scope. In addition, we may make payments upon the initiation of a relationship for systems, operational and other support.

The list below includes the names of the firms (or their affiliated broker/dealers) that we are aware (as of December 31, 2007) received payment with respect to annuity business during 2007 (or as to which a payment amount was accrued during 2007). The firms listed below include payments in connection with products issued by Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey. Your registered representative can provide you with more information about the compensation arrangements that apply upon the sale of the contract. During 2007, the least amount paid, and greatest amount paid, were \$ 2,072 and \$1,325,582, respectively.

NAME OF FIRM:

Advantage Capital Corporation

AIG Financial Advisors, Inc.

Citigroup Global Markets, Inc.

Financial Network Investment Corp.

FSC Securities Corp.

ING Financial Partners

Merrill Lynch

Morgan Stanley

Multi-Financial Securities Corporation

Primevest

Raymond James & Associates

Raymond James Financial Services

Royal Alliance

Stifel Nicolaus & Co., Inc.

Sunamerica Securities, Inc.

UBS Financial Services

Wachovia

You should note that firms and individual registered representatives and branch managers within some firms participating in one of these compensation arrangements might receive greater compensation for selling the contract than for selling a different contract that is not eligible for these compensation arrangements. While compensation is generally taken into account as an expense in considering the charges applicable to a contract product, any such compensation will be paid by us or PAD and will not result in any additional charge to you. Your registered representative can provide you with more information about the compensation arrangements that apply upon the sale of the contract.

LITIGATION

Pruco Life is subject to legal and regulatory actions in the ordinary course of its businesses. Pending legal and regulatory actions include proceedings specific to Pruco Life and proceedings generally applicable to business practices in the industries in which Pruco Life operates. Pruco Life is subject to class action lawsuits and individual lawsuits involving a variety of issues, including sales practices, underwriting practices, claims payment and procedures, additional premium charges for premiums paid on a periodic basis, denial or delay of benefits, return of premiums or excessive premium charges and breaching fiduciary duties to customers. In its annuity operations, Pruco Life is subject to litigation involving class action lawsuits and other litigation alleging, among other things, that Pruco Life made improper or inadequate disclosures in connection with the sale of annuity products or charged excessive or impermissible fees on these products, recommended unsuitable products to customers, mishandled customer accounts or breached fiduciary duties to customers. Pruco Life is also subject to litigation arising out of its general business activities, such as its investments and third-party contracts. Regulatory authorities from time to time make inquiries and conduct investigations and examinations relating particularly to Pruco Life and its businesses and products. In addition, Pruco Life, along with other participants in the businesses in which Pruco Life engage, may be subject from time to time to investigations, examinations and inquiries, in some cases industry-wide, concerning issues or matters upon which such regulators have determined to focus. In some of its pending legal and regulatory actions, parties are seeking large and/or indeterminate amounts, including punitive or exemplary damages. The outcome of a litigation or regulatory matter, and the amount or range of potential loss at any particular time, is often inherently uncertain.

Pruco Life's litigation and regulatory matters are subject to many uncertainties, and given their complexity and scope, the outcome cannot be predicted. It is possible that the results of operations or cash flow in a particular quarterly or annual period could be materially affected by an ultimate unfavorable resolution of pending litigation and regulatory matters depending, in part, upon the results of operations or cash flow for such period. In light of the unpredictability of Pruco Life's litigation and regulatory matters, it is also possible that in certain cases an ultimate unfavorable resolution of one or more pending litigation or regulatory matters

11. OTHER INFORMATION continued

could have a material adverse effect on Pruco Life's financial position. Management believes, however, that based on information currently known to it, the ultimate outcome of all pending litigation and regulatory matters, after consideration of applicable reserves and rights to indemnification, is not likely to have a material adverse effect on Pruco Life's financial position.

ASSIGNMENT

In general, you can assign the contract at any time during your lifetime. If you do so, we will reset the death benefit to equal the Contract Value on the date the assignment occurs. For details, see Section 4, "What Is The Death Benefit?" We will not be bound by the assignment until we receive written notice. We will not be liable for any payment or other action we take in accordance with the contract if that action occurs before we receive notice of the assignment. An assignment, like any other change in ownership, may trigger a taxable event. If you assign the contract, that assignment will result in the termination of any automated withdrawal program that had been in effect. If the new owner wants to re-institute an automated withdrawal program, then he/she needs to submit the forms that we require, in good order.

If the contract is issued under a qualified plan, there may be limitations on your ability to assign the contract. For further information please speak to your representative.

FINANCIAL STATEMENTS

The financial statements of the separate account and Pruco Life, the co-issuer of the Strategic Partners FlexElite contract, are included in the Statement of Additional Information.

STATEMENT OF ADDITIONAL INFORMATION

Contents:

- . Company
- . Experts
- . Principal Underwriter
- . Allocation of Initial Purchase Payment
- . Determination of Accumulation Unit Values
- . Federal Tax Status
- . Financial Statements

HOUSEHOLDING

To reduce costs, we now send only a single copy of prospectuses and shareholder reports to each consenting household, in lieu of sending a copy to each contract owner that resides in the household. If you are a member of such a household, you should be aware that you can revoke your consent to householding at any time, and begin to receive your own copy of prospectuses and shareholder reports, by calling (877) 778-5008.

MARKET-VALUE ADJUSTMENT FORMULA

General Formula The formula under which Pruco Life calculates the market value adjustment applicable to a full or partial surrender, annuitization, or settlement under the market value adjustment option is set forth below. The market value adjustment is expressed as a multiplier factor. That is, the Contract Value after the market value adjustment ("MVA"), but before any withdrawal charge, is as follows: $\text{Contract Value (after MVA)} = \text{Contract Value (before MVA)} \times (1 + \text{MVA})$. The MVA itself is calculated as follows:

$$MVA = \left[\frac{(1 + I)^{N/12}}{1 + J + .0025} \right] - 1$$

where: I = the guaranteed credited interest rate (annual effective) for the given contract at the time of withdrawal or annuitization or settlement.

J = the current credited interest rate offered on new money at the time of withdrawal or annuitization or settlement for a guarantee period of equal length to the number of whole years remaining in the Contract's current guarantee period plus one year.

N = equals the remaining number of months in the contract's current guarantee period (rounded up) at the time of withdrawal or annuitization or settlement.

We use the same MVA formula with respect to contracts issued in Pennsylvania as the general formula, except that "J" in the formula above uses an interpolated rate as the current credited interest rate. Specifically, "J" is the interpolated current credited interest rate offered on new money at the time of withdrawal, annuitization, or settlement. The interpolated value is calculated using the following formula:

$$m/365 \times (n + 1) \text{ year rate} + (365 - m)/365 \times n \text{ year rate},$$

where "n" equals the number of whole years remaining in the Contract's current guarantee period, and "m" equals the number of days remaining in year "n" of the current guarantee period.

Indiana Formula

We use the following MVA formula for contracts issued in Indiana:

$$MVA = \left[\frac{(1 + I)^N}{1 + J} \right]^{-1}$$

The variables I, J and N retain the same definitions as the general formula.

Market Value Adjustment Example
(ALL STATES EXCEPT INDIANA AND PENNSYLVANIA)

The following will illustrate the application of the Market Value Adjustment. For simplicity, surrender charges are ignored in this example.

Positive market value adjustment

- . Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.
- . On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 5%.

The following computations would be made:

- 1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\%(0.06) \\ J &= 5\%(0.05) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.05 + 0.0025)]$ to the $(38/12)$ power $-1 = 0.02274$

- 2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times 0.02274 = \$253.03$$

- 3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + \$253.03 = \$11,380.14$$

The MVA may not always be positive. Here is an example where it is negative.

- . Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.
 - . On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 7%.
-

11. OTHER INFORMATION continued

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\%(0.06) \\ J &= 7\%(0.07) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.07 + 0.0025)]$ to the $(38/12)$ power $-1 = -0.03644$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times (-0.03644) = -\$405.47$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + (-\$405.47) = \$10,721.64$$

Market Value Adjustment Example

(PENNSYLVANIA)

The following will illustrate the application of the Market Value Adjustment. For simplicity, surrender charges are ignored in this example.

Positive market value adjustment

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 3 years (the number of whole years remaining) is 4%, and for a guarantee period of 4 years (the number of whole years remaining plus 1) is 5%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\%(0.06) \\ J &= [(61/365) \times 0.05] + [(365 - 61)/365 \times 0.04] = 0.0417 \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.0417 + 0.0025)]$ to the $(38/12)$ power $-1 = 0.04871$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times 0.04871 = \$542.00$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + \$542.00 = \$11,669.11$$

The MVA may not always be positive. Here is an example where it is negative.

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 3 years (the number of whole years remaining) is 7%, and for a guarantee period of 4 years (the number of whole years remaining plus 1) is 8%.

106

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\%(0.06) \\ J &= [(61/365) \times 0.08] + [((365 - 61)/365) \times 0.07] = 0.0717 \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.0717 + 0.0025)]$ to the $(38/12)$ power $-1 = -0.04126$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times (-0.04126) = -\$459.10$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + (-\$459.10) = \$10,668.01$$

Market Value Adjustment Example

(INDIANA)

The following will illustrate the application of the Market Value Adjustment. For simplicity, surrender charges are ignored in this example.

Positive market value adjustment

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 5%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\%(0.06) \\ J &= 5\%(0.05) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.05)]$ to the $(38/12)$ power -1 = 0.03047

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times 0.03047 = \$339.04$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + \$339.04 = \$11,466.15$$

The MVA may not always be positive. Here is an example where it is negative.

. Suppose a contract owner made an invested purchase payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 7%.

11. OTHER INFORMATION continued

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\%(0.06) \\ J &= 7\%(0.07) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.07)]$ to the $(38/12)$ power -1 = -0.02930

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times (-0.02930) = -\$326.02$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + (-\$326.02) = \$10,801.09$$

APPENDIX A - ACCUMULATION UNIT VALUES

As we have indicated throughout this prospectus, the Strategic Partners FlexElite Variable Annuity is a contract that allows you to select or decline any of several features that carries with it a specific asset-based charge. We maintain a unique unit value corresponding to each combination of such contract features. Here we depict the historical unit values corresponding to the contract features bearing the highest and lowest combinations of asset-based charges. The remaining unit values appear in the Statement of Additional Information, which you may obtain free of charge by calling (888) PRU-2888 or by writing to us at the Prudential Annuity Service Center, P.O. Box 7960, Philadelphia, PA 19176. As discussed in the prospectus, if you select certain optional benefits (e.g., Lifetime Five), we limit the investment options to which you may allocate your Contract Value. In certain of these accumulation unit value tables, we set forth accumulation unit values that assume election of one or more of such optional benefits and allocation of Contract Value to portfolios that currently are not permitted as part of such optional benefits. Such unit values are set forth for general reference purposes only, and are not intended to indicate that such portfolios may be acquired along with those optional benefits.

STRATEGIC PARTNERS FLEXELITE

Pruco Life Insurance Company

PROSPECTUS

ACCUMULATION UNIT VALUES: (Base Death Benefit (Flex 1) 1.60)

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Jennison Portfolio			
5/1/2002* to 12/31/2002	\$1.00649	\$0.75325	93,203
1/1/2003 to 12/31/2003	\$0.75325	\$0.96574	650,728
1/1/2004 to 12/31/2004	\$0.96574	\$1.04212	519,492
1/1/2005 to 12/31/2005	\$1.04212	\$1.17505	279,576
1/1/2006 to 12/31/2006	\$1.17505	\$1.17730	236,479
1/1/2007 to 12/31/2007	\$1.17730	\$1.29763	185,731
Prudential Equity Portfolio			
5/1/2002* to 12/31/2002	\$1.00967	\$0.80433	19,194
1/1/2003 to 12/31/2003	\$0.80433	\$1.04229	135,937
1/1/2004 to 12/31/2004	\$1.04229	\$1.12776	327,748
1/1/2005 to 12/31/2005	\$1.12776	\$1.23737	211,784
1/1/2006 to 12/31/2006	\$1.23737	\$1.37106	164,693
1/1/2007 to 12/31/2007	\$1.37106	\$1.47518	149,066
Prudential Global Portfolio			
5/1/2002* to 12/31/2002	\$1.00696	\$0.78574	122,789
1/1/2003 to 12/31/2003	\$0.78574	\$1.03683	199,985
1/1/2004 to 12/31/2004	\$1.03683	\$1.11832	189,864
1/1/2005 to 12/31/2005	\$1.11832	\$1.27756	35,197
1/1/2006 to 12/31/2006	\$1.27756	\$1.50460	49,799
1/1/2007 to 12/31/2007	\$1.50460	\$1.63594	44,950
Prudential Money Market Portfolio			
5/1/2002* to 12/31/2002	\$1.00000	\$0.99920	423,551
1/1/2003 to 12/31/2003	\$0.99920	\$0.99175	2,261,832
1/1/2004 to 12/31/2004	\$0.99175	\$0.98636	1,732,006
1/1/2005 to 12/31/2005	\$0.98636	\$0.99903	2,157,271
1/1/2006 to 12/31/2006	\$0.99903	\$1.02989	1,524,913
1/1/2007 to 12/31/2007	\$1.02989	\$1.06525	1,440,746
Prudential Stock Index Portfolio			
5/1/2002* to 12/31/2002	\$1.00875	\$0.81778	59,882
1/1/2003 to 12/31/2003	\$0.81778	\$1.03180	1,305,656
1/1/2004 to 12/31/2004	\$1.03180	\$1.12172	1,441,905
1/1/2005 to 12/31/2005	\$1.12172	\$1.15421	791,358
1/1/2006 to 12/31/2006	\$1.15421	\$1.31265	421,287
1/1/2007 to 12/31/2007	\$1.31265	\$1.35766	363,757

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Prudential Value Portfolio			
5/1/2002* to 12/31/2002	\$1.00860	\$0.79642	40,410
1/1/2003 to 12/31/2003	\$0.79642	\$1.00386	239,625
1/1/2004 to 12/31/2004	\$1.00386	\$1.14926	359,660
1/1/2005 to 12/31/2005	\$1.14926	\$1.31966	397,305
1/1/2006 to 12/31/2006	\$1.31966	\$1.55794	298,621
1/1/2007 to 12/31/2007	\$1.55794	\$1.58221	276,815
SP Aggressive Growth Asset Allocation Portfolio			
5/1/2002* to 12/31/2002	\$1.00677	\$0.79525	312,154
1/1/2003 to 12/31/2003	\$0.79525	\$1.03928	757,989
1/1/2004 to 12/31/2004	\$1.03928	\$1.17378	980,943
1/1/2005 to 12/31/2005	\$1.17378	\$1.27649	900,240
1/1/2006 to 12/31/2006	\$1.27649	\$1.43576	927,514
1/1/2007 to 12/31/2007	\$1.43576	\$1.54297	950,894
SP AIM Aggressive Growth Portfolio			
5/1/2002* to 12/31/2002	\$1.00304	\$0.78203	96,866
1/1/2003 to 12/31/2003	\$0.78203	\$0.97382	262,005
1/1/2004 to 12/31/2004	\$0.97382	\$1.07230	71,567
1/1/2005 to 4/29/2005	\$1.07230	\$0.98940	0
SP AIM Core Equity Portfolio			
5/1/2002* to 12/31/2002	\$1.00936	\$0.85600	37,745
1/1/2003 to 12/31/2003	\$0.85600	\$1.04209	156,248
1/1/2004 to 12/31/2004	\$1.04209	\$1.11577	192,135
1/1/2005 to 12/31/2005	\$1.11577	\$1.14907	128,530
1/1/2006 to 12/31/2006	\$1.14907	\$1.31251	69,880
1/1/2007 to 12/31/2007	\$1.31251	\$1.39273	63,364
SP T. Rowe Price Large-Cap Growth Portfolio			
5/1/2002* to 12/31/2002	\$1.00779	\$0.78002	83,646
1/1/2003 to 12/31/2003	\$0.78002	\$0.95090	1,707,961
1/1/2004 to 12/31/2004	\$0.95090	\$0.99301	1,470,174
1/1/2005 to 12/31/2005	\$0.99301	\$1.13871	648,886
1/1/2006 to 12/31/2006	\$1.13871	\$1.18710	584,425
1/1/2007 to 12/31/2007	\$1.18710	\$1.26422	559,101
SP Balanced Asset Allocation Portfolio			
5/1/2002* to 12/31/2002	\$1.00335	\$0.88984	2,338,741
1/1/2003 to 12/31/2003	\$0.88984	\$1.07623	5,502,079
1/1/2004 to 12/31/2004	\$1.07623	\$1.17676	9,469,017
1/1/2005 to 12/31/2005	\$1.17676	\$1.24626	8,775,371
1/1/2006 to 12/31/2006	\$1.24626	\$1.35784	5,451,257
1/1/2007 to 12/31/2007	\$1.35784	\$1.46121	4,518,514
SP Conservative Asset Allocation Portfolio			
5/1/2002* to 12/31/2002	\$1.00203	\$0.93918	2,345,900
1/1/2003 to 12/31/2003	\$0.93918	\$1.07673	4,403,658
1/1/2004 to 12/31/2004	\$1.07673	\$1.15394	2,394,175
1/1/2005 to 12/31/2005	\$1.15394	\$1.20301	3,179,088
1/1/2006 to 12/31/2006	\$1.20301	\$1.28681	2,986,642
1/1/2007 to 12/31/2007	\$1.28681	\$1.38538	2,186,268
SP Davis Value Portfolio			
5/1/2002* to 12/31/2002	\$1.00676	\$0.85482	433,610
1/1/2003 to 12/31/2003	\$0.85482	\$1.08886	1,349,154
1/1/2004 to 12/31/2004	\$1.08886	\$1.20600	1,886,439
1/1/2005 to 12/31/2005	\$1.20600	\$1.30008	1,125,990
1/1/2006 to 12/31/2006	\$1.30008	\$1.47193	775,434
1/1/2007 to 12/31/2007	\$1.47193	\$1.51509	729,917

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Small-Cap Value Portfolio			
5/1/2002* to 12/31/2002	\$1.00401	\$0.77921	127,081
1/1/2003 to 12/31/2003	\$0.77921	\$1.02081	659,327
1/1/2004 to 12/31/2004	\$1.02081	\$1.21256	906,230
1/1/2005 to 12/31/2005	\$1.21256	\$1.24863	550,261
1/1/2006 to 12/31/2006	\$1.24863	\$1.40852	385,684
1/1/2007 to 12/31/2007	\$1.40852	\$1.33593	311,963
SP Growth Asset Allocation Portfolio			
5/1/2002* to 12/31/2002	\$1.00493	\$0.84271	723,141
1/1/2003 to 12/31/2003	\$0.84271	\$1.06394	1,988,561
1/1/2004 to 12/31/2004	\$1.06394	\$1.18378	2,586,101
1/1/2005 to 12/31/2005	\$1.18378	\$1.27280	2,332,131
1/1/2006 to 12/31/2006	\$1.27280	\$1.41424	1,904,867
1/1/2007 to 12/31/2007	\$1.41424	\$1.52034	1,735,517
SP Large Cap Value Portfolio			
5/1/2002* to 12/31/2002	\$1.00956	\$0.83364	51,159
1/1/2003 to 12/31/2003	\$0.83364	\$1.04013	401,897
1/1/2004 to 12/31/2004	\$1.04013	\$1.20534	547,463
1/1/2005 to 12/31/2005	\$1.20534	\$1.26529	446,285
1/1/2006 to 12/31/2006	\$1.26529	\$1.47551	195,961
1/1/2007 to 12/31/2007	\$1.47551	\$1.41118	130,149
SP International Value Portfolio			
5/1/2002* to 12/31/2002	\$1.00812	\$0.81844	208,005
1/1/2003 to 12/31/2003	\$0.81844	\$1.02601	378,060
1/1/2004 to 12/31/2004	\$1.02601	\$1.16945	525,090
1/1/2005 to 12/31/2005	\$1.16945	\$1.30965	660,686
1/1/2006 to 12/31/2006	\$1.30965	\$1.66419	554,380
1/1/2007 to 12/31/2007	\$1.66419	\$1.93404	519,518
SP MFS Capital Opportunities Portfolio			
5/1/2002* to 12/31/2002	\$1.00460	\$0.76575	89,492
1/1/2003 to 12/31/2003	\$0.76575	\$0.95573	229,832
1/1/2004 to 12/31/2004	\$0.95573	\$1.05721	184,299
1/1/2005 to 4/29/2005	\$1.05721	\$0.98737	0
SP Mid Cap Growth Portfolio			
5/1/2002* to 12/31/2002	\$0.98986	\$0.68122	64,598
1/1/2003 to 12/31/2003	\$0.68122	\$0.93944	718,763
1/1/2004 to 12/31/2004	\$0.93944	\$1.10534	1,479,218
1/1/2005 to 12/31/2005	\$1.10534	\$1.14515	732,772
1/1/2006 to 12/31/2006	\$1.14515	\$1.10524	661,034
1/1/2007 to 12/31/2007	\$1.10524	\$1.26405	586,601
SP PIMCO High Yield Portfolio			
5/1/2002* to 12/31/2002	\$0.99896	\$0.97196	257,990
1/1/2003 to 12/31/2003	\$0.97196	\$1.17106	3,639,912
1/1/2004 to 12/31/2004	\$1.17106	\$1.26025	2,570,594
1/1/2005 to 12/31/2005	\$1.26025	\$1.29024	1,129,082
1/1/2006 to 12/31/2006	\$1.29024	\$1.39070	842,140
1/1/2007 to 12/31/2007	\$1.39070	\$1.42082	671,111
SP PIMCO Total Return Portfolio			
5/1/2002* to 12/31/2002	\$0.99996	\$1.05757	946,026
1/1/2003 to 12/31/2003	\$1.05757	\$1.10183	4,014,394
1/1/2004 to 12/31/2004	\$1.10183	\$1.14172	3,829,364
1/1/2005 to 12/31/2005	\$1.14172	\$1.15064	2,616,515
1/1/2006 to 12/31/2006	\$1.15064	\$1.17420	1,702,419
1/1/2007 to 12/31/2007	\$1.17420	\$1.26474	1,269,528

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Prudential U.S. Emerging Growth Portfolio			
5/1/2002* to 12/31/2002	\$1.00813	\$0.75658	77,973
1/1/2003 to 12/31/2003	\$0.75658	\$1.05808	234,827
1/1/2004 to 12/31/2004	\$1.05808	\$1.26419	219,324
1/1/2005 to 12/31/2005	\$1.26419	\$1.46554	192,853
1/1/2006 to 12/31/2006	\$1.46554	\$1.58082	118,334
1/1/2007 to 12/31/2007	\$1.58082	\$1.81748	102,776
SP Small Cap Growth Portfolio			
5/1/2002* to 12/31/2002	\$0.99996	\$0.76251	66,083
1/1/2003 to 12/31/2003	\$0.76251	\$1.01108	571,775
1/1/2004 to 12/31/2004	\$1.01108	\$0.98594	1,185,252
1/1/2005 to 12/31/2005	\$0.98594	\$0.99462	379,320
1/1/2006 to 12/31/2006	\$0.99462	\$1.10025	324,210
1/1/2007 to 12/31/2007	\$1.10025	\$1.15174	298,286
SP Strategic Partners Focused Growth Portfolio			
5/1/2002* to 12/31/2002	\$1.00807	\$0.80793	98,858
1/1/2003 to 12/31/2003	\$0.80793	\$1.00077	79,543
1/1/2004 to 12/31/2004	\$1.00077	\$1.08939	58,732
1/1/2005 to 12/31/2005	\$1.08939	\$1.23467	84,874
1/1/2006 to 12/31/2006	\$1.23467	\$1.20726	66,240
1/1/2007 to 12/31/2007	\$1.20726	\$1.36925	50,619
SP Technology Portfolio			
5/1/2002* to 12/31/2002	\$1.00200	\$0.68057	2,907
1/1/2003 to 12/31/2003	\$0.68057	\$0.95387	188,395
1/1/2004 to 12/31/2004	\$0.95387	\$0.93892	856,847
1/1/2005 to 4/29/2005	\$0.93892	\$0.83813	0
SP International Growth Portfolio			
5/1/2002* to 12/31/2002	\$1.00364	\$0.76891	36,399
1/1/2003 to 12/31/2003	\$0.76891	\$1.05634	992,042
1/1/2004 to 12/31/2004	\$1.05634	\$1.21164	1,093,796
1/1/2005 to 12/31/2005	\$1.21164	\$1.38795	239,742
1/1/2006 to 12/31/2006	\$1.38795	\$1.65375	170,864
1/1/2007 to 12/31/2007	\$1.65375	\$1.94566	131,334
AST Aggressive Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99870	\$9.99781	0
1/1/2006 to 12/31/2006	\$9.99781	\$11.38426	53,943
1/1/2007 to 12/31/2007	\$11.38426	\$12.27510	50,357
AST Alger All-Cap Growth Portfolio			
3/14/2005* to 12/02/2005	\$10.09321	\$11.71644	0
AST Alliance Bernstein Core Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07954	\$10.31589	0
1/1/2006 to 12/31/2006	\$10.31589	\$12.32152	0
1/1/2007 to 12/31/2007	\$12.32152	\$11.69400	0
AST Alliance Bernstein Growth & Income Portfolio			
3/14/2005* to 12/31/2005	\$10.05465	\$10.27041	613
1/1/2006 to 12/31/2006	\$10.27041	\$11.85492	2,008
1/1/2007 to 12/31/2007	\$11.85492	\$12.26546	1,381
AST Alliance Bernstein Growth + Value Portfolio			
3/14/2005* to 12/02/2005	\$10.04992	\$11.32871	0
AST Alliance Bernstein Managed Index 500 Portfolio			
3/14/2005* to 12/31/2005	\$10.04972	\$10.40528	0
1/1/2006 to 12/31/2006	\$10.40528	\$11.53220	7,864
1/1/2007 to 12/31/2007	\$11.53220	\$11.58612	11,890

	Accumulation Unit Value at Beginning of Period	Number of Units at End of Period	Accumulation Unit Value at End of Period
AST American Century Income & Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.06642	\$10.33775	0
1/1/2006 to 12/31/2006	\$10.33775	\$11.89059	0
1/1/2007 to 12/31/2007	\$11.89059	\$11.68985	0
AST American Century Strategic Allocation Portfolio formerly, AST American Century Strategic Balanced Portfolio			
3/14/2005* to 12/31/2005	\$10.04186	\$10.32060	0
1/1/2006 to 12/31/2006	\$10.32060	\$11.14052	0
1/1/2007 to 12/31/2007	\$11.14052	\$11.94219	490
AST Balanced Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99870	\$10.01777	709
1/1/2006 to 12/31/2006	\$10.01777	\$11.02058	76,081
1/1/2007 to 12/31/2007	\$11.02058	\$11.84495	168,512
AST Capital Growth Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99870	\$10.00777	0
1/1/2006 to 12/31/2006	\$10.00777	\$11.19746	118,037
1/1/2007 to 12/31/2007	\$11.19746	\$12.09240	183,213
AST Cohen & Steers Realty Portfolio			
3/14/2005* to 12/31/2005	\$10.14694	\$12.02239	3,255
1/1/2006 to 12/31/2006	\$12.02239	\$16.18074	5,324
1/1/2007 to 12/31/2007	\$16.18074	\$12.74957	11,689
AST Conservative Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99870	\$10.02777	5,377
1/1/2006 to 12/31/2006	\$10.02777	\$10.91230	44,365
1/1/2007 to 12/31/2007	\$10.91230	\$11.71433	62,590
AST DeAm Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.08475	\$10.71961	0
1/1/2006 to 12/31/2006	\$10.71961	\$12.84370	0
1/1/2007 to 12/31/2007	\$12.84370	\$12.78943	0
AST Neuberger Berman Small-Cap Growth Portfolio formerly, AST DeAm Small-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.01116	\$10.31628	916
1/1/2006 to 12/31/2006	\$10.31628	\$10.94179	0
1/1/2007 to 12/31/2007	\$10.94179	\$12.78395	0
AST DeAm Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04553	\$10.02163	1,790
1/1/2006 to 12/31/2006	\$10.02163	\$11.83230	0
1/1/2007 to 12/31/2007	\$11.83230	\$9.57593	0
AST Federated Aggressive Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99870	\$10.96320	484
1/1/2006 to 12/31/2006	\$10.96320	\$12.18419	1,440
1/1/2007 to 12/31/2007	\$12.18419	\$13.33590	1,273
AST UBS Dynamic Alpha Portfolio formerly, AST Global Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.01525	\$10.62776	0
1/1/2006 to 12/31/2006	\$10.62776	\$11.62614	413
1/1/2007 to 12/31/2007	\$11.62614	\$11.66435	413
AST Goldman Sachs Concentrated Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03286	\$10.76377	0
1/1/2006 to 12/31/2006	\$10.76377	\$11.65320	268
1/1/2007 to 12/31/2007	\$11.65320	\$13.07351	268
AST High Yield Portfolio			
3/14/2005* to 12/31/2005	\$9.97664	\$9.86257	29,224
1/1/2006 to 12/31/2006	\$9.86257	\$10.71259	31,288
1/1/2007 to 12/31/2007	\$10.71259	\$10.80461	1,967

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST Goldman Sachs Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99870	\$10.58316	0
1/1/2006 to 12/31/2006	\$10.58316	\$11.07077	1,032
1/1/2007 to 12/31/2007	\$11.07077	\$13.00360	1,032
AST JPMorgan International Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.91372	\$10.65770	1,055
1/1/2006 to 12/31/2006	\$10.65770	\$12.88158	7,194
1/1/2007 to 12/31/2007	\$12.88158	\$13.87448	8,997
AST Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07710	\$10.56123	1,255
1/1/2006 to 12/31/2006	\$10.56123	\$12.31413	6,595
1/1/2007 to 12/31/2007	\$12.31413	\$11.75713	6,707
AST Lord Abbett Bond-Debenture Portfolio			
3/14/2005* to 12/31/2005	\$9.99870	\$9.95397	1,234
1/1/2006 to 12/31/2006	\$9.95397	\$10.75768	3,320
1/1/2007 to 12/31/2007	\$10.75768	\$11.23188	3,318
AST Marsico Capital Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.12608	\$10.90783	1,433
1/1/2006 to 12/31/2006	\$10.90783	\$11.51340	9,041
1/1/2007 to 12/31/2007	\$11.51340	\$13.02694	10,292
AST MFS Global Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.96610	\$10.48203	0
1/1/2006 to 12/31/2006	\$10.48203	\$12.82457	1,924
1/1/2007 to 12/31/2007	\$12.82457	\$13.80820	1,940
AST MFS Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03677	\$10.76384	0
1/1/2006 to 12/31/2006	\$10.76384	\$11.61849	0
1/1/2007 to 12/31/2007	\$11.61849	\$13.16232	0
AST Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.06487	\$10.35723	1,182
1/1/2006 to 12/31/2006	\$10.35723	\$11.64662	1,871
1/1/2007 to 12/31/2007	\$11.64662	\$11.77774	1,870
AST Neuberger Berman Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.05559	\$11.34064	1,721
1/1/2006 to 12/31/2006	\$11.34064	\$12.73152	1,414
1/1/2007 to 12/31/2007	\$12.73152	\$15.31219	4,548
AST Neuberger Berman Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.02180	\$10.88951	3,280
1/1/2006 to 12/31/2006	\$10.88951	\$11.87082	6,058
1/1/2007 to 12/31/2007	\$11.87082	\$12.05329	5,168
AST PIMCO Limited Maturity Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.99870	\$10.06112	2,109
1/1/2006 to 12/31/2006	\$10.06112	\$10.28150	3,451
1/1/2007 to 12/31/2007	\$10.28150	\$10.80668	2,853
AST Preservation Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99870	\$10.03777	0
1/1/2006 to 12/31/2006	\$10.03777	\$10.66664	0
1/1/2007 to 12/31/2007	\$10.66664	\$11.41316	6,615
AST Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04850	\$10.65131	480
1/1/2006 to 12/31/2006	\$10.65131	\$12.58550	3,420
1/1/2007 to 12/31/2007	\$12.58550	\$11.69149	3,582

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST T. Rowe Price Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.02851	\$10.35969	145
1/1/2006 to 12/31/2006	\$10.35969	\$11.47079	214
1/1/2007 to 12/31/2007	\$11.47079	\$12.00305	213
AST T. Rowe Price Global Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.94923	\$9.45336	317
1/1/2006 to 12/31/2006	\$9.45336	\$9.88855	1,433
1/1/2007 to 12/31/2007	\$9.88855	\$10.67078	1,116
AST T. Rowe Price Natural Resources Portfolio			
3/14/2005* to 12/31/2005	\$10.00270	\$11.74369	6,423
1/1/2006 to 12/31/2006	\$11.74369	\$13.39296	11,461
1/1/2007 to 12/31/2007	\$13.39296	\$18.52067	24,982
Gartmore NVIT Developing Markets Fund formerly, Gartmore GVIT Developing Markets Fund			
3/14/2005* to 12/31/2005	\$9.88086	\$12.06669	4,825
1/1/2006 to 12/31/2006	\$12.06669	\$15.98374	6,883
1/1/2007 to 12/31/2007	\$15.98374	\$22.57525	8,562
Janus Aspen Large Cap Growth Portfolio--Service Shares			
5/1/2002* to 12/31/2002	\$1.00860	\$0.77398	8,577
1/1/2003 to 12/31/2003	\$0.77398	\$1.00180	86,824
1/1/2004 to 12/31/2004	\$1.00180	\$1.02749	87,502
1/1/2005 to 12/31/2005	\$1.02749	\$1.05188	67,596
1/1/2006 to 12/31/2006	\$1.05188	\$1.15075	44,804
1/1/2007 to 12/31/2007	\$1.15075	\$1.30013	39,102
AST Advanced Strategies Portfolio			
3/20/2006* to 12/31/2006	\$9.99870	\$10.66600	11,810
1/1/2007 to 12/31/2007	\$10.66600	\$11.49517	9,552
AST First Trust Capital Appreciation Target Portfolio			
3/20/2006* to 12/31/2006	\$9.99870	\$10.48825	0
1/1/2007 to 12/31/2007	\$10.48825	\$11.50076	0
AST First Trust Balanced Target Portfolio			
3/20/2006* to 12/31/2006	\$9.99870	\$10.58698	0
1/1/2007 to 12/31/2007	\$10.58698	\$11.31105	9,640
AST Western Asset Core Plus Bond Portfolio			
11/19/2007* to 12/31/2007	\$9.99870	\$9.98048	0

* As applicable, date that portfolio was first offered in the product and/or this charge combination first appeared.

Pruco Life Insurance Company

PROSPECTUS

ACCUMULATION UNIT VALUES: (HDV, and Lifetime Five (Flex2) 2.75)

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Jennison Portfolio			
3/14/2005* to 12/31/2005	\$10.06117	\$11.71852	0
1/1/2006 to 12/31/2006	\$11.71852	\$11.60950	0
1/1/2007 to 12/31/2007	\$11.60950	\$12.65264	0
Prudential Equity Portfolio			
3/14/2005* to 12/31/2005	\$10.04754	\$11.00992	0
1/1/2006 to 12/31/2006	\$11.00992	\$12.06300	0
1/1/2007 to 12/31/2007	\$12.06300	\$12.83298	0
Prudential Global Portfolio			
3/14/2005* to 12/31/2005	\$9.98571	\$11.24606	0
1/1/2006 to 12/31/2006	\$11.24606	\$13.09664	0
1/1/2007 to 12/31/2007	\$13.09664	\$14.07968	0
Prudential Money Market Portfolio			
3/14/2005* to 12/31/2005	\$9.99964	\$10.02827	0
1/1/2006 to 12/31/2006	\$10.02827	\$10.22412	0
1/1/2007 to 12/31/2007	\$10.22412	\$10.45225	0
Prudential Stock Index Portfolio			
3/14/2005* to 12/31/2005	\$10.05569	\$10.29682	0
1/1/2006 to 12/31/2006	\$10.29682	\$11.57989	0
1/1/2007 to 12/31/2007	\$11.57989	\$11.84277	0
Prudential Value Portfolio			
3/14/2005* to 12/31/2005	\$10.03704	\$11.16744	0
1/1/2006 to 12/31/2006	\$11.16744	\$13.03651	0
1/1/2007 to 12/31/2007	\$13.03651	\$13.09025	0
SP Aggressive Growth Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.03144	\$10.89452	0
1/1/2006 to 12/31/2006	\$10.89452	\$12.11717	0
1/1/2007 to 12/31/2007	\$12.11717	\$12.87581	0
SP AIM Aggressive Growth Portfolio			
3/14/2005* to 4/29/2005	\$10.06839	\$9.47634	0
SP AIM Core Equity Portfolio			
3/14/2005* to 12/31/2005	\$10.02472	\$10.15397	0
1/1/2006 to 12/31/2006	\$10.15397	\$11.46923	0
1/1/2007 to 12/31/2007	\$11.46923	\$12.03388	0
SP T. Rowe Price Large-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.02972	\$12.03478	0
1/1/2006 to 12/31/2006	\$12.03478	\$12.40608	0
1/1/2007 to 12/31/2007	\$12.40608	\$13.06336	0
SP Balanced Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.01669	\$10.58751	76,778
1/1/2006 to 12/31/2006	\$10.58751	\$11.40644	64,795
1/1/2007 to 12/31/2007	\$11.40644	\$12.13741	61,455
SP Conservative Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.00674	\$10.41736	40,172
1/1/2006 to 12/31/2006	\$10.41736	\$11.01825	18,272
1/1/2007 to 12/31/2007	\$11.01825	\$11.72848	16,770

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Davis Value Portfolio			
3/14/2005* to 12/31/2005	\$10.02465	\$10.54231	0
1/1/2006 to 12/31/2006	\$10.54231	\$11.80245	0
1/1/2007 to 12/31/2007	\$11.80245	\$12.01119	0
SP Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.05686	\$10.42337	0
1/1/2006 to 12/31/2006	\$10.42337	\$11.62655	0
1/1/2007 to 12/31/2007	\$11.62655	\$10.90329	0
SP Growth Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.02857	\$10.75346	165,231
1/1/2006 to 12/31/2006	\$10.75346	\$11.81507	164,735
1/1/2007 to 12/31/2007	\$11.81507	\$12.55835	165,751
SP Large Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07536	\$10.39807	0
1/1/2006 to 12/31/2006	\$10.39807	\$11.99010	0
1/1/2007 to 12/31/2007	\$11.99010	\$11.33766	0
SP International Value Portfolio			
3/14/2005* to 12/31/2005	\$9.91175	\$10.58053	0
1/1/2006 to 12/31/2006	\$10.58053	\$13.29449	0
1/1/2007 to 12/31/2007	\$13.29449	\$15.27652	0
SP MFS Capital Opportunities Portfolio			
3/14/2005* to 12/31/2005	\$10.05557	\$9.59656	0
SP Mid Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.02785	\$10.60799	0
1/1/2006 to 12/31/2006	\$10.60799	\$10.12419	0
1/1/2007 to 12/31/2007	\$10.12419	\$11.44876	0
SP PIMCO High Yield Portfolio			
3/14/2005* to 12/31/2005	\$9.98851	\$10.05567	0
1/1/2006 to 12/31/2006	\$10.05567	\$10.71775	0
1/1/2007 to 12/31/2007	\$10.71775	\$10.82555	0
SP PIMCO Total Return Portfolio			
3/14/2005* to 12/31/2005	\$9.99777	\$10.08669	0
1/1/2006 to 12/31/2006	\$10.08669	\$10.17850	0
1/1/2007 to 12/31/2007	\$10.17850	\$10.83997	0
SP Prudential U.S. Emerging Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03536	\$11.65286	0
1/1/2006 to 12/31/2006	\$11.65286	\$12.42904	0
1/1/2007 to 12/31/2007	\$12.42904	\$14.12835	0
SP Small Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.02998	\$10.42978	0
1/1/2006 to 12/31/2006	\$10.42978	\$11.40870	0
1/1/2007 to 12/31/2007	\$11.40870	\$11.80868	0
SP Strategic Partners Focused Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.07318	\$11.89439	0
1/1/2006 to 12/31/2006	\$11.89439	\$11.50025	0
1/1/2007 to 12/31/2007	\$11.50025	\$12.89652	0
SP Technology Portfolio			
3/14/2005* to 12/31/2005	\$10.04271	\$9.58302	0
SP International Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.92593	\$11.20713	0
1/1/2006 to 12/31/2006	\$11.20713	\$13.20385	0
1/1/2007 to 12/31/2007	\$13.20385	\$15.36006	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST Aggressive Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99777	\$9.98918	0
1/1/2006 to 12/31/2006	\$9.98918	\$11.24761	0
1/1/2007 to 12/31/2007	\$11.24761	\$11.99132	0
AST Alger All-Cap Growth Portfolio			
3/14/2005* to 12/02/2005	\$10.09229	\$11.62084	0
AST Alliance Bernstein Core Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07861	\$10.22287	0
1/1/2006 to 12/31/2006	\$10.22287	\$12.07405	0
1/1/2007 to 12/31/2007	\$12.07405	\$11.33004	0
AST Alliance Bernstein Growth & Income Portfolio			
3/14/2005* to 12/31/2005	\$10.05372	\$10.17785	0
1/1/2006 to 12/31/2006	\$10.17785	\$11.61695	0
1/1/2007 to 12/31/2007	\$11.61695	\$11.88399	0
AST Alliance Bernstein Growth + Value Portfolio			
3/14/2005* to 12/02/2005	\$10.04900	\$11.23624	0
AST Alliance Bernstein Managed Index 500 Portfolio			
3/14/2005* to 12/31/2005	\$10.04879	\$10.31138	0
1/1/2006 to 12/31/2006	\$10.31138	\$11.30061	0
1/1/2007 to 12/31/2007	\$11.30061	\$11.22565	0
AST American Century Income & Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.06549	\$10.24446	0
1/1/2006 to 12/31/2006	\$10.24446	\$11.65186	0
1/1/2007 to 12/31/2007	\$11.65186	\$11.32623	0
AST American Century Strategic Allocation Portfolio formerly, AST American Century Strategic Balanced Portfolio			
3/14/2005* to 12/31/2005	\$10.04094	\$10.22754	0
1/1/2006 to 12/31/2006	\$10.22754	\$10.91679	0
1/1/2007 to 12/31/2007	\$10.91679	\$11.57064	0
AST Balanced Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99777	\$10.00913	5,593
1/1/2006 to 12/31/2006	\$10.00913	\$10.88808	29,966
1/1/2007 to 12/31/2007	\$10.88808	\$11.57088	41,875
AST Capital Growth Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99777	\$9.99914	90,558
1/1/2006 to 12/31/2006	\$9.99914	\$11.06284	178,182
1/1/2007 to 12/31/2007	\$11.06284	\$11.81270	178,284
AST Cohen & Steers Realty Portfolio			
3/14/2005* to 12/31/2005	\$10.14601	\$11.91406	0
1/1/2006 to 12/31/2006	\$11.91406	\$15.85615	0
1/1/2007 to 12/31/2007	\$15.85615	\$12.35302	0
AST Conservative Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99777	\$10.01910	4,195
1/1/2006 to 12/31/2006	\$10.01910	\$10.78120	16,594
1/1/2007 to 12/31/2007	\$10.78120	\$11.44341	12,414
AST DeAm Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.08383	\$10.62294	0
1/1/2006 to 12/31/2006	\$10.62294	\$12.58576	0
1/1/2007 to 12/31/2007	\$12.58576	\$12.39154	0
AST Neuberger Berman Small-Cap Growth Portfolio formerly, AST DeAm Small-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.01024	\$10.22322	0
1/1/2006 to 12/31/2006	\$10.22322	\$10.72193	0
1/1/2007 to 12/31/2007	\$10.72193	\$12.38612	0



	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST DeAm Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04461	\$9.93126	0
1/1/2006 to 12/31/2006	\$9.93126	\$11.59492	0
1/1/2007 to 12/31/2007	\$11.59492	\$9.27809	0
AST Federated Aggressive Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99777	\$10.86427	0
1/1/2006 to 12/31/2006	\$10.86427	\$11.93940	0
1/1/2007 to 12/31/2007	\$11.93940	\$12.92083	0
AST UBS Dynamic Alpha Portfolio formerly, AST Global Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.01433	\$10.53185	0
1/1/2006 to 12/31/2006	\$10.53185	\$11.39263	0
1/1/2007 to 12/31/2007	\$11.39263	\$11.30143	0
AST Goldman Sachs Concentrated Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03193	\$10.66654	0
1/1/2006 to 12/31/2006	\$10.66654	\$11.41899	0
1/1/2007 to 12/31/2007	\$11.41899	\$12.66654	0
AST High Yield Portfolio			
3/14/2005* to 12/31/2005	\$9.97572	\$9.77353	0
1/1/2006 to 12/31/2006	\$9.77353	\$10.49735	0
1/1/2007 to 12/31/2007	\$10.49735	\$10.46840	0
AST Goldman Sachs Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99777	\$10.48770	0
1/1/2006 to 12/31/2006	\$10.48770	\$10.84831	0
1/1/2007 to 12/31/2007	\$10.84831	\$12.59892	0
AST JPMorgan International Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.91280	\$10.56143	0
1/1/2006 to 12/31/2006	\$10.56143	\$12.62280	0
1/1/2007 to 12/31/2007	\$12.62280	\$13.44273	0
AST Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07618	\$10.46601	0
1/1/2006 to 12/31/2006	\$10.46601	\$12.06704	0
1/1/2007 to 12/31/2007	\$12.06704	\$11.39152	0
AST Lord Abbett Bond-Debenture Portfolio			
3/14/2005* to 12/31/2005	\$9.99777	\$9.86405	0
1/1/2006 to 12/31/2006	\$9.86405	\$10.54159	0
1/1/2007 to 12/31/2007	\$10.54159	\$10.88232	0
AST Marsico Capital Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.12516	\$10.80945	0
1/1/2006 to 12/31/2006	\$10.80945	\$11.28217	0
1/1/2007 to 12/31/2007	\$11.28217	\$12.62154	0
AST MFS Global Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.96517	\$10.38754	0
1/1/2006 to 12/31/2006	\$10.38754	\$12.56729	0
1/1/2007 to 12/31/2007	\$12.56729	\$13.37892	0
AST MFS Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03584	\$10.66678	0
1/1/2006 to 12/31/2006	\$10.66678	\$11.38515	0
1/1/2007 to 12/31/2007	\$11.38515	\$12.75286	0
AST Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.06394	\$10.26369	0
1/1/2006 to 12/31/2006	\$10.26369	\$11.41265	0
1/1/2007 to 12/31/2007	\$11.41265	\$11.41117	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST Neuberger Berman Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.05467	\$11.23844	0
1/1/2006 to 12/31/2006	\$11.23844	\$12.47591	0
1/1/2007 to 12/31/2007	\$12.47591	\$14.83594	0
AST Neuberger Berman Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.02088	\$10.79135	0
1/1/2006 to 12/31/2006	\$10.79135	\$11.63249	0
1/1/2007 to 12/31/2007	\$11.63249	\$11.67818	0
AST PIMCO Limited Maturity Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.99777	\$9.97047	0
1/1/2006 to 12/31/2006	\$9.97047	\$10.07526	0
1/1/2007 to 12/31/2007	\$10.07526	\$10.47083	0
AST Preservation Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99777	\$10.02910	0
1/1/2006 to 12/31/2006	\$10.02910	\$10.53839	20,418
1/1/2007 to 12/31/2007	\$10.53839	\$11.14909	20,418
AST Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04758	\$10.55522	0
1/1/2006 to 12/31/2006	\$10.55522	\$12.33274	0
1/1/2007 to 12/31/2007	\$12.33274	\$11.32764	0
AST T. Rowe Price Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.02759	\$10.26630	0
1/1/2006 to 12/31/2006	\$10.26630	\$11.24064	0
1/1/2007 to 12/31/2007	\$11.24064	\$11.62992	0
AST T. Rowe Price Global Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.94831	\$9.36794	0
1/1/2006 to 12/31/2006	\$9.36794	\$9.68974	0
1/1/2007 to 12/31/2007	\$9.68974	\$10.33861	0
AST T. Rowe Price Natural Resources Portfolio			
3/14/2005* to 12/31/2005	\$10.00177	\$11.63782	0
1/1/2006 to 12/31/2006	\$11.63782	\$13.12406	0
1/1/2007 to 12/31/2007	\$13.12406	\$17.94469	0
Gartmore NVIT Developing Markets Fund formerly, Gartmore GVIT Developing Markets Fund			
3/14/2005* to 12/31/2005	\$9.87994	\$11.95787	0
1/1/2006 to 12/31/2006	\$11.95787	\$15.66273	0
1/1/2007 to 12/31/2007	\$15.66273	\$21.87322	0
Janus Aspen Large Cap Growth Portfolio--Service Shares			
3/14/2005* to 12/31/2005	\$10.04371	\$10.30638	0
1/1/2006 to 12/31/2006	\$10.30638	\$11.14794	0
1/1/2007 to 12/31/2007	\$11.14794	\$12.45315	0
AST Advanced Strategies Portfolio			
3/20/2006* to 12/31/2006	\$9.99777	\$10.57202	0
1/1/2007 to 12/31/2007	\$10.57202	\$11.26573	0
AST First Trust Capital Appreciation Target Portfolio			
3/20/2006* to 12/31/2006	\$9.99777	\$10.39574	1,698
1/1/2007 to 12/31/2007	\$10.39574	\$11.27110	3,082
AST First Trust Balanced Target Portfolio			
3/20/2006* to 12/31/2006	\$9.99777	\$10.49366	0
1/1/2007 to 12/31/2007	\$10.49366	\$11.08525	0
AST T. Rowe Price Large-Cap Growth Portfolio			
11/19/2007* to 12/31/2007	\$9.83621	\$9.96178	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST Money Market 11/19/2007* to 12/31/2007	\$9.99898	\$10.01976	0
AST Small Cap Growth 11/19/2007* to 12/31/2007	\$9.76108	\$10.16114	0
AST PIMCO Total Return Bond 11/19/2007* to 12/31/2007	\$10.02234	\$10.10513	0
AST International Value Portfolio 11/19/2007* to 12/31/2007	\$9.76031	\$9.91043	0
AST International Growth Portfolio 11/19/2007* to 12/31/2007	\$9.69535	\$9.89782	0
AST Western Asset Core Plus Bond Portfolio 11/19/2007* to 12/31/2007	\$9.99777	\$9.96661	0

* As applicable, date that portfolio was first offered in the product and/or this charge combination first appeared.

APPENDIX B - SELECTING THE VARIABLE ANNUITY THAT'S RIGHT FOR YOU

Within the Strategic Partners(SM) family of annuities, we offer several different deferred variable annuity products. These annuities are issued by Pruco Life Insurance Company (in New York, by Pruco Life Insurance Company of New Jersey). Not all of these annuities may be available to you due to state approval or broker-dealer offerings. You can verify which of these annuities is available to you by asking your registered

representative, or by calling us at (888) PRU-2888. For comprehensive information about each of these annuities, please consult the prospectus for the annuity.

Each annuity has different features and benefits that may be appropriate for you, based on your individual financial situation and how you intend to use the annuity.

The different features and benefits may include variations on your ability to access funds in your annuity without the imposition of a withdrawal charge as well as different ongoing fees and charges you pay while your contract remains in force. Additionally, differences may exist in various optional benefits such as guaranteed living benefits or death benefit protection.

Among the factors you should consider when choosing which annuity product may be most appropriate for your individual needs are the following:

- . Your age;
- . The amount of your investment and any planned future deposits into the annuity;
- . How long you intend to hold the annuity (also referred to as investment time horizon);
- . Your desire to make withdrawals from the annuity;
- . Your investment return objectives;
- . The effect of optional benefits that may be elected; and
- . Your desire to minimize costs and/or maximize return associated with the annuity.

The following chart sets forth the prominent features of each Strategic Partners variable annuity. Please note that Strategic Partners Advisor and Strategic Partners Select are no longer offered. The availability of optional features, such as those noted in the chart, may increase the cost of the contract. Therefore, you should carefully consider which features you plan to use when selecting your annuity.

In addition to the chart, we set out below certain hypothetical illustrations that reflect the Contract Value and surrender value of each variable annuity over a variety of holding periods. These charts are meant to reflect how your annuities can grow or decrease depending on market conditions and the comparable value of each of the annuities (which reflects the charges associated with the annuities) under the assumptions noted. In comparing the values within the illustrations, a number of distinctions are evident. To fully appreciate these distinctions, we encourage you to speak to your registered representative and to read the prospectuses. However, we do point out the following noteworthy items:

- . Strategic Partners FlexElite 2 offers both an array of optional benefits as well as the "liquidity" to surrender the annuity without any withdrawal charge after three contract years have passed. FlexElite 2 also is unique in offering an optional persistency bonus (which, if taken, extends the withdrawal charge period).
- . Strategic Partners Annuity One 3/Plus 3 comes in both a bonus version and a non-bonus version, each of which offers several optional insurance features. A bonus is added to your purchase payments under the bonus version, although the withdrawal charges under the bonus version are higher than those under the non-bonus version. Although the non-bonus version offers no bonus, it is accompanied by fixed interest rate options and a market value adjustment option that may provide higher interest rates than such options accompanying the bonus version.
- . Strategic Partners FlexElite has a shorter CDSC period than Strategic Partners Annuity One 3/Plus 3, but does not offer bonuses on purchase payments.

STRATEGIC PARTNERS ANNUITY PRODUCT COMPARISON. Below is a summary of Strategic Partners variable annuity products. You should consider the investment objectives, risks, charges and expenses of an investment in any contract carefully before investing. Each product prospectus as well as the underlying portfolio prospectuses contains this and other information about the variable annuities and underlying investment options. Your registered representative can provide you with prospectuses for one or more of these variable annuities and the underlying portfolios and can help you decide upon the product that would be most advantageous for you given your individual needs. Please read the prospectuses carefully before investing.

	Strategic Partners Advisor	Strategic Partners Flexelite 2 /1/	Strategic Partners Select
Minimum Investment	\$10,000	\$10,000	\$10,000
Maximum Issue Age	85 Qualified & Non- Qualified	85 Qualified & Non- Qualified	80 Qualified & 85 Non- Qualified
Withdrawal Charge Schedule	None	3 Years (7%, 7%, 7%) Contract date based	7 Years (7%, 6%, 5%, 4%, 3%, 2%, 1%) Contract date based
Annual Charge-Free Withdrawal /2/	Full liquidity	10% of gross purchase payments made as of last contract anniversary per contract year	10% of gross purchase payments per contract year, cumulative up to 7 years or 70% of gross purchase payments
Insurance and Administration Charge	1.40%	1.65%	1.52%
Contract Maintenance Fee (assessed annually)	The lesser of \$30 or 2% of your Contract Value. Waived if contract value is \$50,000 or more	The lesser of \$50 or 2% of your Contract Value Waived if contract value is \$100,000 or more	\$30. Waived if Contract Value is \$50,000 or more
Contract Credit	No	Yes 1% credit option at end of 3 rd / and 6 th / contract years. Election results in a new 3 year withdrawal charge	No

Strategic Partners
Annuity One 3/Plus 3
Non Bonus

Minimum Investment	\$10,000
Maximum Issue Age	85 Qualified & Non-Qualified
Withdrawal Charge Schedule	7 Years (7%, 6%, 5%, 4%, 3%, 2%, 1%) Payment date based
Annual Charge-Free Withdrawal /2/	10% of gross purchase payments made as of last contract anniversary per contract year
Insurance and Administration Charge	1.40%
Contract Maintenance Fee (assessed annually)	The lesser of \$35 or 2% of your contract value. Waived if Contract Value is \$75,000 or more
Contract Credit	No

Strategic Partners Annuity One 3/Plus 3
Bonus

Minimum Investment	\$10,000
Maximum Issue Age	85 Qualified & Non-Qualified
Withdrawal Charge Schedule	7 Years (8%, 8%, 8%, 8%, 7%, 6%, 5%) Payment date based
Annual Charge-Free Withdrawal /2/	10% of gross purchase payments made as of last contract anniversary per contract year
Insurance and Administration Charge	1.50%
Contract Maintenance Fee (assessed annually)	The lesser of \$35 or 2% of your contract value. Waived if Contract Value is \$75,000 or more
Contract Credit	Yes 3% - all amounts ages 81 - 85 4% - under \$250,000 5% - \$250,000 - \$999,999 6% - \$1,000,000+

1 This column depicts features of the version of Strategic Partners FlexElite sold on or after May 1, 2003 or upon subsequent state approval. In one state, Pruco Life continues to sell a prior version of the contract. Under that version, the charge for the base death benefit is 1.60%, rather than 1.65%. The prior version also differs in certain other respects (e.g., availability of optional benefits). The values illustrated below are based on the 1.65% charge, and therefore are slightly lower than if the 1.60% charge were used.

2 Withdrawals of taxable amounts will be subject to income tax, and prior to age 59 1/2, may be subject to a 10% Federal Income Tax penalty.

	Strategic Partners Advisor	Strategic Partners Flexelite 2 /1/	Strategic Partners Select
Fixed Rate Account	No	Yes 1-Year	Yes 1-Year
Market Value Adjustment Account (MVA)	No	Yes 1-10 Years	Yes 7-Year
Enhanced Dollar Cost Averaging (DCA)	No	Yes	No
Variable Investment Options Available	as indicated in prospectus	as indicated in prospectus	as indicated in prospectus
Evergreen Funds	N/A	N/A	N/A
Base Death Benefit:	The greater of: purchase payment(s) minus proportionate withdrawal(s) or Contract Value	The greater of: purchase payment(s) minus proportionate withdrawal(s) or Contract Value	Contract Value
Optional Death Benefit (for an additional cost) /4,5/	Combo: Step/Roll	Step-Up Roll-Up Step/Roll Highest Daily Value (HDV) Earnings Appreciator Benefit (EAB)	N/A
Living Benefits (for an additional cost) /5,6/	Lifetime Five	Lifetime Five, Guaranteed Minimum Income Benefit (GMIB), Income Appreciator Benefit (IAB), Spousal Lifetime Spousal Lifetime Five	N/A
		Five Income Benefit, Highest Daily Lifetime Five, Highest Daily Lifetime Seven Benefits.	

Strategic Partners
Annuity One 3/Plus 3
Non Bonus

Fixed Rate Account Yes 1-Year

Market Value Adjustment Account (MVA) Yes 1-10 Years

Enhanced Dollar Cost Averaging (DCA) Yes

Variable Investment Options Available as indicated in prospectus

Evergreen Funds 6-available in Strategic Partners Plus 3 only

Base Death Benefit: The greater of: purchase payment(s) minus proportionate withdrawal(s) or Benefit

Optional Death Benefit (for an additional cost) /4,5/ Step-Up Roll-Up Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator Benefit (EAB)

Living Benefits (for an additional cost) /5,6/ Lifetime Five, Guaranteed Minimum Income Benefit (GMIB), Income Appreciator Benefit (IAB),

Spousal Lifetime Five, Income Benefit, Highest Daily Lifetime Five, Highest Daily Lifetime Seven Benefits.

Strategic Partners Annuity One 3/Plus 3
Bonus

Fixed Rate Account Yes /3/ 1-Year

Market Value Adjustment Account (MVA) Yes 1-10 Years

Enhanced Dollar Cost Averaging (DCA) Yes

Variable Investment Options Available See prospectus

Evergreen Funds 6-available in Strategic Partners Plus 3 only

Base Death Benefit: The greater of: purchase payment(s) minus proportionate withdrawal(s) or Contract Value

Optional Death Benefit (for an additional cost) /4,5/ Step-Up Roll-Up Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator Benefit (EAB)

Living Benefits (for an additional cost) /5,6/ Lifetime Five, Guaranteed Minimum Income Benefit (GMIB), Income Appreciator Benefit (IAB), Spousal Lifetime Five Income Benefit, Highest Daily Lifetime Five, Highest Daily Lifetime Seven benefits.

3 We may offer lower interest rates for the fixed rate options than the interest rates offered in the contracts without credit.

4 For more information on these benefits, refer to Section 4, "What is the Death Benefit?" in the prospectus.

5 Not all optional benefits may be available in all states.

6 For more information on these benefits, refer to Section 3, "What kind of payments will I receive during the income phase?"; Section 5, "What are the Lifetime Withdrawal Benefits?" and Section 6, "What is the Income Appreciator Benefit?" in the prospectus.

HYPOTHETICAL ILLUSTRATION

The following examples outline the value of each annuity as well as the amount that would be available to an investor as a result of full surrender at the end of each of the contract years specified. The values shown below are based on the following assumptions:

. An initial investment of \$100,000 is made into each contract earning a gross rate of return of 0% and 6% and 10% respectively.

. No subsequent deposits or withdrawals are made from the contract.

. The hypothetical gross rates of return (as of December 31, 2007) are reduced by the arithmetic average of the fees and expenses of the underlying portfolios (as of December 31, 2007) and the charges that are deducted from the contract at the Separate Account level as follows:

B-3

. 0.94% average of all fund expenses are computed by adding Portfolio management fees, 12b-1 fees and other expenses of all of the underlying portfolios and then dividing by the number of portfolios. For purposes of the illustrations, we do not reflect any expense reimbursements or expense waivers that might apply and are described in the prospectus fee table. Please note that because the SP Aggressive Growth Asset Allocation Portfolio, the SP Balanced Asset Allocation Portfolio, the SP Conservative Asset Allocation Portfolio, and the SP Growth Asset Allocation Portfolio generally were closed to investors in 2005, the fees for such portfolios are not reflected in the above-mentioned average.

. The Separate Account level charges include the Insurance Charge and Administration Charge (as applicable).

The Contract Value assumes no surrender, while the Surrender Value assumes a 100% surrender two days prior to the contract anniversary, therefore reflecting the withdrawal charge applicable to that contract year. Note that a withdrawal on the contract anniversary, or the day before the contract anniversary, would be subject to the withdrawal charge applicable to the next contract year, which usually is lower. The values that you actually experience under a contract will be different from what is depicted here if any of the assumptions we make here differ from your circumstances, however the relative values for each product reflected below will remain the same. (We will provide you with a personalized illustration upon request).

0% GROSS RATE OF RETURN

	SP FLEX ELITE II		SPAO 3 NON BONUS		SPAO 3 BONUS	
	ALL YEARS -2.57%		ALL YEARS -2.30%		ALL YEARS -2.40%	
	-----		-----		-----	
	CONTRACT	SURR	CONTRACT	SURR	CONTRACT	SURR
YR	VALUE	VALUE	VALUE	VALUE	VALUE	VALUE
	-----		-----		-----	
1	\$97,467	\$91,344	\$97,707	\$91,567	\$101,516	\$94,194
2	\$94,944	\$88,997	\$95,461	\$90,333	\$ 99,084	\$91,957
3	\$92,484	\$86,709	\$93,266	\$89,102	\$ 96,710	\$89,773
4	\$90,086	\$90,086	\$91,122	\$87,876	\$ 94,394	\$87,642
5	\$87,750	\$87,750	\$89,027	\$86,656	\$ 92,133	\$86,383
6	\$85,473	\$85,473	\$86,980	\$85,440	\$ 89,926	\$85,130
7	\$83,254	\$83,254	\$84,980	\$84,230	\$ 87,772	\$83,883
8	\$81,091	\$81,091	\$83,026	\$83,026	\$ 85,669	\$85,669
9	\$78,983	\$78,983	\$81,117	\$81,117	\$ 83,617	\$83,617
10	\$76,928	\$76,928	\$79,252	\$79,252	\$ 81,614	\$81,614
11	\$74,926	\$74,926	\$77,430	\$77,430	\$ 79,659	\$79,659
12	\$72,975	\$72,975	\$75,650	\$75,650	\$ 77,751	\$77,751
13	\$71,073	\$71,073	\$73,911	\$73,911	\$ 75,888	\$75,888
14	\$69,219	\$69,219	\$72,177	\$72,177	\$ 74,071	\$74,071
15	\$67,413	\$67,413	\$70,483	\$70,483	\$ 72,262	\$72,262
16	\$65,652	\$65,652	\$68,829	\$68,829	\$ 70,497	\$70,497
17	\$63,936	\$63,936	\$67,212	\$67,212	\$ 68,774	\$68,774
18	\$62,264	\$62,264	\$65,633	\$65,633	\$ 67,093	\$67,093
19	\$60,634	\$60,634	\$64,089	\$64,089	\$ 65,451	\$65,451
20	\$59,045	\$59,045	\$62,582	\$62,582	\$ 63,849	\$63,849
21	\$57,497	\$57,497	\$61,109	\$61,109	\$ 62,286	\$62,286
22	\$55,988	\$55,988	\$59,670	\$59,670	\$ 60,760	\$60,760
23	\$54,518	\$54,518	\$58,263	\$58,263	\$ 59,270	\$59,270
24	\$53,085	\$53,085	\$56,890	\$56,890	\$ 57,816	\$57,816
25	\$51,688	\$51,688	\$55,548	\$55,548	\$ 56,397	\$56,397
	-----		-----		-----	

Assumptions:

- a. \$100,000 initial investment
- b. Fund Expenses = 0.94%
- c. No optional death benefits or living benefits elected
- d. Surrender value is accounted for 2 days prior to contract anniversary

B-4

6% GROSS RATE OF RETURN

SP FLEX ELITE II		SPAO 3 NON BONUS		SPAO 3 BONUS	
ALL YEARS 3.27%		ALL YEARS 3.56%		ALL YEARS 3.46%	
CONTRACT SURR		CONTRACT SURR		CONTRACT SURR	
YR	VALUE	VALUE	VALUE	VALUE	VALUE
1	\$103,299	\$ 96,769	\$103,553	\$ 97,005	\$107,589
2	\$106,716	\$ 99,947	\$107,242	\$101,409	\$111,313
3	\$110,247	\$103,230	\$111,063	\$106,011	\$115,165
4	\$113,894	\$113,894	\$115,021	\$110,820	\$119,151
5	\$117,662	\$117,662	\$119,119	\$115,845	\$123,275
6	\$121,554	\$121,554	\$123,363	\$121,096	\$127,541
7	\$125,575	\$125,575	\$127,758	\$126,581	\$131,955
8	\$129,730	\$129,730	\$132,310	\$132,310	\$136,522
9	\$134,021	\$134,021	\$137,024	\$137,024	\$141,247
10	\$138,455	\$138,455	\$141,906	\$141,906	\$146,135
11	\$143,035	\$143,035	\$146,962	\$146,962	\$151,193
12	\$147,767	\$147,767	\$152,198	\$152,198	\$156,425
13	\$152,656	\$152,656	\$157,621	\$157,621	\$161,839
14	\$157,706	\$157,706	\$163,237	\$163,237	\$167,440
15	\$162,923	\$162,923	\$169,053	\$169,053	\$173,235
16	\$168,313	\$168,313	\$175,076	\$175,076	\$179,230
17	\$173,881	\$173,881	\$181,314	\$181,314	\$185,433
18	\$179,633	\$179,633	\$187,774	\$187,774	\$191,851
19	\$185,576	\$185,576	\$194,464	\$194,464	\$198,491
20	\$191,715	\$191,715	\$201,393	\$201,393	\$205,360
21	\$198,057	\$198,057	\$208,568	\$208,568	\$212,467
22	\$204,610	\$204,610	\$215,999	\$215,999	\$219,821
23	\$211,378	\$211,378	\$223,695	\$223,695	\$227,428
24	\$218,371	\$218,371	\$231,665	\$231,665	\$235,299
25	\$225,595	\$225,595	\$239,919	\$239,919	\$243,443

Assumptions:

- a. \$100,000 initial investment
- b. Fund Expenses = 0.94%
- c. No optional death benefits or living benefits elected
- d. Surrender value is accounted for 2 days prior to contract anniversary

B-5

10% GROSS RATE OF RETURN

	SP FLEX ELITE II		SPAO 3 NON BONUS		SPAO 3 BONUS	
	ALL YEARS 7.17%		ALL YEARS 7.47%		ALL YEARS 7.37%	
	-----		-----		-----	
	CONTRACT	SURR	CONTRACT	SURR	CONTRACT	SURR
YR	VALUE	VALUE	VALUE	VALUE	VALUE	VALUE
	-----		-----		-----	
1	\$107,186	\$100,385	\$107,450	\$100,630	\$111,638	\$103,509
2	\$114,911	\$107,568	\$115,477	\$109,150	\$119,860	\$111,073
3	\$123,192	\$115,270	\$124,105	\$118,401	\$128,688	\$119,195
4	\$132,070	\$132,070	\$133,376	\$128,442	\$138,166	\$127,915
5	\$141,588	\$141,588	\$143,341	\$139,341	\$148,342	\$138,660
6	\$151,791	\$151,791	\$154,050	\$151,169	\$159,267	\$150,313
7	\$162,730	\$162,730	\$165,559	\$164,003	\$170,997	\$162,949
8	\$174,458	\$174,458	\$177,927	\$177,927	\$183,592	\$183,592
9	\$187,030	\$187,030	\$191,220	\$191,220	\$197,113	\$197,113
10	\$200,509	\$200,509	\$205,506	\$205,506	\$211,631	\$211,631
11	\$214,958	\$214,958	\$220,860	\$220,860	\$227,217	\$227,217
12	\$230,450	\$230,450	\$237,360	\$237,360	\$243,952	\$243,952
13	\$247,057	\$247,057	\$255,093	\$255,093	\$261,919	\$261,919
14	\$264,862	\$264,862	\$274,151	\$274,151	\$281,210	\$281,210
15	\$283,949	\$283,949	\$294,633	\$294,633	\$301,921	\$301,921
16	\$304,412	\$304,412	\$316,644	\$316,644	\$324,158	\$324,158
17	\$326,350	\$326,350	\$340,301	\$340,301	\$348,032	\$348,032
18	\$349,869	\$349,869	\$365,724	\$365,724	\$373,665	\$373,665
19	\$375,083	\$375,083	\$393,048	\$393,048	\$401,186	\$401,186
20	\$402,114	\$402,114	\$422,412	\$422,412	\$430,733	\$430,733
21	\$431,092	\$431,092	\$453,970	\$453,970	\$462,457	\$462,457
22	\$462,160	\$462,160	\$487,886	\$487,886	\$496,517	\$496,517
23	\$495,466	\$495,466	\$524,336	\$524,336	\$533,086	\$533,086
24	\$531,172	\$531,172	\$563,509	\$563,509	\$572,348	\$572,348
25	\$569,451	\$569,451	\$605,608	\$605,608	\$614,502	\$614,502
	-----		-----		-----	

Assumptions:

- a. \$100,000 initial investment
- b. Fund Expenses = 0.94%
- c. No optional death benefits or living benefits elected
- d. Surrender value is accounted for 2 days prior to contract anniversary

B-6

APPENDIX C - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME FIVE BENEFIT

We set out below the current formula under which we may transfer amounts between the variable investment options and the Benefit Fixed Rate Account. Upon your election of Highest Daily Lifetime Five, we will not alter the asset transfer formula that applies to your contract. However, as discussed in

Section 5, we reserve the right to modify this formula with respect to those who elect Highest Daily Lifetime Five in the future.

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULA:

- . C_u - the upper target is established on the effective date of the Highest Daily Lifetime Five benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.
- . C_t - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.
- . C_l - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 77%.
- . L - the target value as of the current business day.
- . r - the target ratio.
- . a - the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee. The factors that we use currently are derived from the a2000 Individual Annuity Mortality Table with an assumed interest rate of 3%. Each number in the table "a" factors (which appears below) represents a factor, which when multiplied by the Highest Daily Annual Income Amount, projects our total liability for the purpose of asset transfers under the guarantee.
- . Q - age based factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee. The factor is currently set equal to 1.
- . V - the total value of all Permitted Sub-accounts in the annuity.
- . F - the total value of all Benefit Fixed Rate Account allocations.
- . I - the income value prior to the first withdrawal. The income value is equal to what the Highest Daily Annual Income Amount would be if the first withdrawal were taken on the date of calculation. After the first withdrawal the income value equals the greater of the Highest Daily Annual Income Amount, the quarterly step-up amount times the annual income percentage, and the Contract Value times the annual income percentage.
- . T - the amount of a transfer into or out of the Benefit Fixed Rate Account.
- . I% - annual income amount percentage. This factor is established on the Effective Date and is not changed for the life of the guarantee. Currently, this percentage is equal to 5%.

TARGET VALUE CALCULATION:

On each business day, a target value (L) is calculated, according to the following formula. If the variable Contract Value (V) is equal to zero, no calculation is necessary.

$$L = I * Q * a$$

Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - F) / V.$$

. If r (greater than) C_u , assets in the Permitted Sub-accounts are transferred to Benefit Fixed Rate Account.

. If r (less than) C_l , and there are currently assets in the Benefit Fixed Rate Account (F (greater than) 0), assets in the Benefit Fixed Rate Account are transferred to the Permitted Sub-accounts.

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \begin{cases} \text{Min}(V, [L - F - V * C^{t\backslash} / (1 - C^{t\backslash})]) & \text{T(greater than)0, Money moving from the Permitted} \\ & \text{Sub-accounts to the Benefit Fixed Rate Account} \\ \text{Min}(F, [L - F - V * C^{t\backslash} / (1 - C^{t\backslash})]) & \text{T(less than)0, Money moving from the Benefit Fixed Rate} \\ & \text{Account to the Permitted Sub-accounts]} \end{cases}$$

Example:

Male age 65 contributes \$100,000 into the Permitted Sub accounts and the value drops to \$92,300 during year one, end of day one. A table of values for "a" appears below.

Target Value Calculation:

$$\begin{aligned} L &= I * Q * a \\ &= 5000.67 * 1 * 15.34 \\ &= 76,710.28 \end{aligned}$$

Target Ratio:

$$\begin{aligned} r &= (L - F) / V \\ &= (76,710.28 - 0) / 92,300.00 \\ &= 83.11\% \end{aligned}$$

Since r (greater than) Cu (because 83.11% (greater than) 83%) a transfer into the Benefit Fixed rate Account occurs.

$$\begin{aligned} T &= \text{Min}(V, [L - F - V * C^t] / (1 - C^t)) \\ &= \text{Min}(92,300.00, [76,710.28 - 0 - 92,300.00 * 0.80] / (1 - 0.80)) \\ &= \text{Min}(92,300.00, 14,351.40) \\ &= 14,351.40 \end{aligned}$$

	Months											
Years	1	2	3	4	5	6	7	8	9	10	11	12

1	15.34	15.31	15.27	15.23	15.20	15.16	15.13	15.09	15.05	15.02	14.98	14.95
2	14.91	14.87	14.84	14.80	14.76	14.73	14.69	14.66	14.62	14.58	14.55	14.51
3	14.47	14.44	14.40	14.36	14.33	14.29	14.26	14.22	14.18	14.15	14.11	14.07
4	14.04	14.00	13.96	13.93	13.89	13.85	13.82	13.78	13.74	13.71	13.67	13.63
5	13.60	13.56	13.52	13.48	13.45	13.41	13.37	13.34	13.30	13.26	13.23	13.19
6	13.15	13.12	13.08	13.04	13.00	12.97	12.93	12.89	12.86	12.82	12.78	12.75
7	12.71	12.67	12.63	12.60	12.56	12.52	12.49	12.45	12.41	12.38	12.34	12.30
8	12.26	12.23	12.19	12.15	12.12	12.08	12.04	12.01	11.97	11.93	11.90	11.86
9	11.82	11.78	11.75	11.71	11.67	11.64	11.60	11.56	11.53	11.49	11.45	11.42
10	11.38	11.34	11.31	11.27	11.23	11.20	11.16	11.12	11.09	11.05	11.01	10.98
11	10.94	10.90	10.87	10.83	10.79	10.76	10.72	10.69	10.65	10.61	10.58	10.54
12	10.50	10.47	10.43	10.40	10.36	10.32	10.29	10.25	10.21	10.18	10.14	10.11
13	10.07	10.04	10.00	9.96	9.93	9.89	9.86	9.82	9.79	9.75	9.71	9.68
14	9.64	9.61	9.57	9.54	9.50	9.47	9.43	9.40	9.36	9.33	9.29	9.26
15	9.22	9.19	9.15	9.12	9.08	9.05	9.02	8.98	8.95	8.91	8.88	8.84
16	8.81	8.77	8.74	8.71	8.67	8.64	8.60	8.57	8.54	8.50	8.47	8.44
17	8.40	8.37	8.34	8.30	8.27	8.24	8.20	8.17	8.14	8.10	8.07	8.04
18	8.00	7.97	7.94	7.91	7.88	7.84	7.81	7.78	7.75	7.71	7.68	7.65
19	7.62	7.59	7.55	7.52	7.49	7.46	7.43	7.40	7.37	7.33	7.30	7.27
20	7.24	7.21	7.18	7.15	7.12	7.09	7.06	7.03	7.00	6.97	6.94	6.91
21	6.88	6.85	6.82	6.79	6.76	6.73	6.70	6.67	6.64	6.61	6.58	6.55
22	6.52	6.50	6.47	6.44	6.41	6.38	6.36	6.33	6.30	6.27	6.24	6.22
23	6.19	6.16	6.13	6.11	6.08	6.05	6.03	6.00	5.97	5.94	5.92	5.89
24	5.86	5.84	5.81	5.79	5.76	5.74	5.71	5.69	5.66	5.63	5.61	5.58
25	5.56	5.53	5.51	5.48	5.46	5.44	5.41	5.39	5.36	5.34	5.32	5.29
26	5.27	5.24	5.22	5.20	5.18	5.15	5.13	5.11	5.08	5.06	5.04	5.01
27	4.99	4.97	4.95	4.93	4.91	4.88	4.86	4.84	4.82	4.80	4.78	4.75
28	4.73	4.71	4.69	4.67	4.65	4.63	4.61	4.59	4.57	4.55	4.53	4.51
29	4.49	4.47	4.45	4.43	4.41	4.39	4.37	4.35	4.33	4.32	4.30	4.28
30	4.26	4.24	4.22	4.20	4.18	4.17	4.15	4.13	4.11	4.09	4.07	4.06
31	4.04	4.02	4.00	3.98	3.97	3.95	3.93	3.91	3.90	3.88	3.86	3.84
32	3.83	3.81	3.79	3.78	3.76	3.74	3.72	3.71	3.69	3.67	3.66	3.64
33	3.62	3.61	3.59	3.57	3.55	3.54	3.52	3.50	3.49	3.47	3.45	3.44
34	3.42	3.40	3.39	3.37	3.35	3.34	3.32	3.30	3.29	3.27	3.25	3.24
35	3.22	3.20	3.18	3.17	3.15	3.13	3.12	3.10	3.08	3.07	3.05	3.03
36	3.02	3.00	2.98	2.96	2.95	2.93	2.91	2.90	2.88	2.86	2.85	2.83
37	2.81	2.79	2.78	2.76	2.74	2.73	2.71	2.69	2.68	2.66	2.64	2.62
38	2.61	2.59	2.57	2.56	2.54	2.52	2.51	2.49	2.47	2.45	2.44	2.42
39	2.40	2.39	2.37	2.35	2.34	2.32	2.30	2.29	2.27	2.25	2.24	2.22
40	2.20	2.19	2.17	2.15	2.14	2.12	2.11	2.09	2.07	2.06	2.04	2.02
41	2.01	1.84	1.67	1.51	1.34	1.17	1.00	0.84	0.67	0.50	0.33	0.17

* The values set forth in this table are applied to all ages.

APPENDIX D - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME SEVEN BENEFIT AND SPOUSAL HIGHEST DAILY LIFETIME SEVEN BENEFIT

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULA:

. $C_{u,t}$ - the upper target is established on the effective date of the Highest Daily Lifetime Seven benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.

. $C_{t,t}$ - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.

. $C_{l,t}$ - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 77%.

. L - the target value as of the current business day.

. r - the target ratio.

. a - factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.

. V - the total value of all Permitted Sub-accounts in the annuity.

. B - the total value of the AST Investment Grade Bond Portfolio Sub-account.

. P - Income Basis. Prior to the first withdrawal, the Income Basis is the Protected Withdrawal Value calculated as if the first withdrawal were taken on the date of calculation. After the first withdrawal, the Income Basis is equal to the greater of (1) the Protected Withdrawal Value at the time of the first withdrawal, adjusted for additional purchase payments including the amount of any associated Credits, and adjusted proportionally for excess withdrawals*, (2) any highest quarterly value increased for additional purchase payments including the amount of any associated Credits, and adjusted for withdrawals, and (3) the Contract Value.

. T - the amount of a transfer into or out of the AST Investment Grade Bond Portfolio Sub-account

* Note: withdrawals of less than the Annual Income Amount do not reduce the Income Basis.

TARGET VALUE CALCULATION:

On each business day, a target value (L) is calculated, according to the following formula. If the variable account value (V) is equal to zero, no calculation is necessary.

$$L = 0.05 * P * a$$

Transfer Calculation:

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / V.$$

. If r (greater than) $C_{u,t}$, assets in the Permitted Sub-accounts are transferred to the AST Investment Grade Bond Portfolio Sub-account.

. If r (less than) $C_{l,t}$ and there are currently assets in the AST Investment Grade Bond Portfolio Sub-account (B (greater than) 0), assets in the AST Investment Grade Bond Portfolio Sub-account are transferred to the Permitted Sub-accounts according to most recent allocation instructions.

The following formula, which is set on the Benefit Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \{\text{Min}(V, [L - B - V * C_{t,t}] / (1 - C_{l,t}))\} \quad \begin{array}{l} \text{Money moving from the Permitted Sub-accounts} \\ \text{to the AST Investment Grade Bond Portfolio} \\ \text{Sub-account} \end{array}$$

$$T = \{\text{Min}(B, -[L - B - V * C_{t,t}] / (1 - C_{l,t}))\} \quad \begin{array}{l} \text{Money moving from the AST Investment Grade} \\ \text{Bond Portfolio Sub-account to the Permitted} \\ \text{Sub-accounts} \end{array}$$

"a" Factors for Liability Calculations (in Years and Months since Benefit Effective Date)*

	Months											
Years	1	2	3	4	5	6	7	8	9	10	11	12
1	15.34	15.31	15.27	15.23	15.20	15.16	15.13	15.09	15.05	15.02	14.98	14.95
2	14.91	14.87	14.84	14.80	14.76	14.73	14.69	14.66	14.62	14.58	14.55	14.51
3	14.47	14.44	14.40	14.36	14.33	14.29	14.26	14.22	14.18	14.15	14.11	14.07
4	14.04	14.00	13.96	13.93	13.89	13.85	13.82	13.78	13.74	13.71	13.67	13.63
5	13.60	13.56	13.52	13.48	13.45	13.41	13.37	13.34	13.30	13.26	13.23	13.19
6	13.15	13.12	13.08	13.04	13.00	12.97	12.93	12.89	12.86	12.82	12.78	12.75
7	12.71	12.67	12.63	12.60	12.56	12.52	12.49	12.45	12.41	12.38	12.34	12.30
8	12.26	12.23	12.19	12.15	12.12	12.08	12.04	12.01	11.97	11.93	11.90	11.86
9	11.82	11.78	11.75	11.71	11.67	11.64	11.60	11.56	11.53	11.49	11.45	11.42
10	11.38	11.34	11.31	11.27	11.23	11.20	11.16	11.12	11.09	11.05	11.01	10.98
11	10.94	10.90	10.87	10.83	10.79	10.76	10.72	10.69	10.65	10.61	10.58	10.54
12	10.50	10.47	10.43	10.40	10.36	10.32	10.29	10.25	10.21	10.18	10.14	10.11
13	10.07	10.04	10.00	9.96	9.93	9.89	9.86	9.82	9.79	9.75	9.71	9.68
14	9.64	9.61	9.57	9.54	9.50	9.47	9.43	9.40	9.36	9.33	9.29	9.26
15	9.22	9.19	9.15	9.12	9.08	9.05	9.02	8.98	8.95	8.91	8.88	8.84
16	8.81	8.77	8.74	8.71	8.67	8.64	8.60	8.57	8.54	8.50	8.47	8.44
17	8.40	8.37	8.34	8.30	8.27	8.24	8.20	8.17	8.14	8.10	8.07	8.04
18	8.00	7.97	7.94	7.91	7.88	7.84	7.81	7.78	7.75	7.71	7.68	7.65
19	7.62	7.59	7.55	7.52	7.49	7.46	7.43	7.40	7.37	7.33	7.30	7.27
20	7.24	7.21	7.18	7.15	7.12	7.09	7.06	7.03	7.00	6.97	6.94	6.91
21	6.88	6.85	6.82	6.79	6.76	6.73	6.70	6.67	6.64	6.61	6.58	6.55
22	6.52	6.50	6.47	6.44	6.41	6.38	6.36	6.33	6.30	6.27	6.24	6.22
23	6.19	6.16	6.13	6.11	6.08	6.05	6.03	6.00	5.97	5.94	5.92	5.89
24	5.86	5.84	5.81	5.79	5.76	5.74	5.71	5.69	5.66	5.63	5.61	5.58
25	5.56	5.53	5.51	5.48	5.46	5.44	5.41	5.39	5.36	5.34	5.32	5.29
26	5.27	5.24	5.22	5.20	5.18	5.15	5.13	5.11	5.08	5.06	5.04	5.01
27	4.99	4.97	4.95	4.93	4.91	4.88	4.86	4.84	4.82	4.80	4.78	4.75
28	4.73	4.71	4.69	4.67	4.65	4.63	4.61	4.59	4.57	4.55	4.53	4.51
29	4.49	4.47	4.45	4.43	4.41	4.39	4.37	4.35	4.33	4.32	4.30	4.28
30	4.26	4.24	4.22	4.20	4.18	4.17	4.15	4.13	4.11	4.09	4.07	4.06
31	4.04	4.02	4.00	3.98	3.97	3.95	3.93	3.91	3.90	3.88	3.86	3.84
32	3.83	3.81	3.79	3.78	3.76	3.74	3.72	3.71	3.69	3.67	3.66	3.64
33	3.62	3.61	3.59	3.57	3.55	3.54	3.52	3.50	3.49	3.47	3.45	3.44
34	3.42	3.40	3.39	3.37	3.35	3.34	3.32	3.30	3.29	3.27	3.25	3.24
35	3.22	3.20	3.18	3.17	3.15	3.13	3.12	3.10	3.08	3.07	3.05	3.03
36	3.02	3.00	2.98	2.96	2.95	2.93	2.91	2.90	2.88	2.86	2.85	2.83
37	2.81	2.79	2.78	2.76	2.74	2.73	2.71	2.69	2.68	2.66	2.64	2.62
38	2.61	2.59	2.57	2.56	2.54	2.52	2.51	2.49	2.47	2.45	2.44	2.42
39	2.40	2.39	2.37	2.35	2.34	2.32	2.30	2.29	2.27	2.25	2.24	2.22
40	2.20	2.19	2.17	2.15	2.14	2.12	2.11	2.09	2.07	2.06	2.04	2.02
41	2.01	1.84	1.67	1.51	1.34	1.17	1.00	0.84	0.67	0.50	0.33	0.17

* The values set forth in this table are applied to all ages.

PLEASE SEND ME A STATEMENT OF ADDITIONAL INFORMATION THAT CONTAINS
FURTHER DETAILS ABOUT THE PRUCO LIFE ANNUITY DESCRIBED IN
PROSPECTUS ORD01142 (05/2008)

(print your name)

(address)

(city/state/zip code)

MAILING ADDRESS:

PRUDENTIAL ANNUITY SERVICE CENTER

P.O. Box 7960

Philadelphia, PA 19176

[LOGO] Prudential
The Prudential Insurance Company of America
751 Broad Street
Newark, NJ 07102-3777

PRSRT STD
U.S. POSTAGE
PAID
LANCASTER, PA
PERMIT NO. 1793

ORD01091

STRATEGIC PARTNERS/SM/ PLUS 3 VARIABLE ANNUITY

PROSPECTUS: MAY 1, 2008

This Prospectus describes an individual variable annuity contract offered by Pruco Life Insurance Company (Pruco Life) and Pruco Life Flexible Premium Variable Annuity Account. Pruco Life offers several different annuities which your representative may be authorized to offer to you. Each annuity has different features and benefits that may be appropriate for you based on your financial situation, your age and how you intend to use the annuity. Please note that selling broker-dealer firms through which the contract is sold may decline to make available to their customers certain of the optional features offered generally under the contract. Alternatively, such firms may restrict the availability of the optional benefits and investment options that they make available to their customers (e.g., by imposing a lower maximum issue age for certain optional benefits than what is prescribed generally under the contract). Please speak to your registered representative for further details. The different features and benefits include variations in death benefit protection, and the ability to access your annuity's Contract Value. The fees and charges under the annuity contract and the compensation paid to your representative may also be different among each annuity. Differences in compensation among different annuity products could influence a representative's decision as to which annuity to recommend to you. If you are purchasing the contract as a replacement for existing variable annuity or variable life coverage, you should consider, among other things, any surrender or penalty charges you may incur when replacing your existing coverage. Pruco Life is a wholly-owned subsidiary of the Prudential Insurance Company of America.

THE FUNDS

Strategic Partners Plus 3 offers a wide variety of investment choices, including variable investment options that invest in underlying mutual funds. Currently, portfolios of the following underlying mutual funds are being offered: The Prudential Series Fund, Advanced Series Trust, Evergreen Variable Annuity Trust, Nationwide Variable Insurance Trust, and Janus Aspen Series. (see next page for list of portfolios currently offered).

You may choose between two basic versions of Strategic Partners Plus 3. One version, the Contract With Credit, provides for a bonus credit that we add to each Purchase Payment you make. If you choose this version of Strategic Partners Plus 3, some charges and expenses may be higher than if you choose the version without the credit. Those higher charges could exceed the amount of the credit under some circumstances, particularly if you withdraw Purchase Payments within a few years of making those Purchase Payments.

PLEASE READ THIS PROSPECTUS

Please read this prospectus before purchasing a Strategic Partners Plus 3 variable annuity contract, and keep it for future reference. The current prospectuses for the underlying mutual funds contain important information about the mutual funds. When you invest in a variable investment option that is funded by a mutual fund, you should read the mutual fund prospectus and keep it for future reference. The Risk Factors section relating to the market value adjustment option appears in the Summary.

TO LEARN MORE ABOUT STRATEGIC PARTNERS PLUS 3

To learn more about the Strategic Partners Plus 3 variable annuity, you can request a copy of the Statement of Additional Information (SAI) dated May 1, 2008. The SAI has been filed with the Securities and Exchange Commission (SEC) and is legally a part of this prospectus. Pruco Life also files other reports with the SEC. All of these filings can be reviewed and copied at the SEC's offices, and can also be obtained from the SEC's Public Reference Section, 100 F Street N.E., Washington, D.C. 20549, or obtained from us, free of charge. (See SEC file numbers 333-37728 and 333-103474) You may obtain information on the operation of the Public Reference Room by calling the SEC at

(202) 551-8090. The SEC maintains a Web site (<http://www.sec.gov>) that contains the Strategic Partners Plus 3 SAI, material incorporated by reference, and other information regarding registrants that file electronically with the SEC. The Table of Contents of the SAI is set forth in

Section 11 of this prospectus.

For a free copy of the SAI, call us at (888) PRU-2888, or write to us at Prudential Annuity Service Center, P.O. Box 7960, Philadelphia, PA 19176.

THE SEC HAS NOT DETERMINED THAT THIS CONTRACT IS A GOOD INVESTMENT, NOR HAS THE SEC DETERMINED THAT THIS PROSPECTUS IS COMPLETE OR ACCURATE. IT IS A CRIMINAL OFFENSE TO STATE OTHERWISE. INVESTMENT IN A VARIABLE ANNUITY CONTRACT IS SUBJECT TO RISK, INCLUDING THE POSSIBLE LOSS OF YOUR MONEY. AN INVESTMENT IN STRATEGIC PARTNERS PLUS 3 IS NOT A BANK DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY.

Strategic Partners/SM/ is a service mark of The Prudential Insurance Company of America P2360

INVESTMENT OPTIONS

The Prudential Series Fund

Jennison Portfolio

Equity Portfolio

Global Portfolio

Money Market Portfolio

Stock Index Portfolio

Value Portfolio

SP Aggressive Growth Asset Allocation Portfolio SP Balanced Asset Allocation Portfolio SP Conservative Asset Allocation Portfolio SP Growth Asset Allocation Portfolio

SP Davis Value Portfolio

SP International Growth Portfolio

SP International Value Portfolio

SP Mid Cap Growth Portfolio

SP PIMCO High Yield Portfolio

SP PIMCO Total Return Portfolio

SP Prudential U.S. Emerging Growth Portfolio SP Small Cap Value Portfolio

SP Strategic Partners Focused Growth Portfolio

Advanced Series Trust

AST Advanced Strategies Portfolio

AST Aggressive Asset Allocation Portfolio AST AllianceBernstein Core Value Portfolio AST AllianceBernstein Growth & Income Portfolio AST American Century Income & Growth Portfolio AST American Century Strategic Allocation Portfolio AST Balanced Asset Allocation Portfolio AST Capital Growth Asset Allocation Portfolio AST Cohen & Steers Realty Portfolio

AST Conservative Asset Allocation Portfolio AST DeAM Large-Cap Value Portfolio

AST DeAM Small-Cap Value Portfolio

AST Federated Aggressive Growth Portfolio AST First Trust Balanced Target Portfolio AST First Trust Capital Appreciation Target Portfolio AST Goldman Sachs Concentrated Growth Portfolio AST Goldman Sachs Mid-Cap Growth Portfolio AST High Yield Portfolio

AST Investment Grade Bond Portfolio

AST JPMorgan International Equity Portfolio AST Large-Cap Value Portfolio

AST Lord Abbett Bond-Debenture Portfolio AST Marsico Capital Growth Portfolio

AST MFS Global Equity Portfolio

AST MFS Growth Portfolio

AST Mid-Cap Value Portfolio

AST Neuberger Berman Mid-Cap Growth Portfolio AST Neuberger Berman Mid-Cap Value Portfolio AST Neuberger Berman Small-Cap Growth Portfolio AST PIMCO Limited Maturity Bond Portfolio AST Preservation Asset Allocation Portfolio AST QMA US Equity Alpha Portfolio

AST Small-Cap Growth Portfolio

AST Small-Cap Value Portfolio

AST T. Rowe Price Asset Allocation Portfolio AST T. Rowe Price Global Bond Portfolio AST T. Rowe Price Natural Resources Portfolio AST T. Rowe Price Large-Cap Growth Portfolio AST UBS Dynamic Alpha Strategy Portfolio AST Western Asset Core Plus Bond Portfolio

Evergreen Variable Annuity Trust

Evergreen VA Balanced Fund

Evergreen VA Fundamental Large Cap Fund Evergreen VA Growth Fund

Evergreen VA International Equity Fund Evergreen VA Omega Fund

Evergreen VA Special Values Fund

Nationwide Variable Insurance Trust

Gartmore NVIT Developing Markets Fund

Janus Aspen Series

Large Cap Growth Portfolio -- Service Shares

CONTENTS

PART I: STRATEGIC PARTNERS PLUS 3 PROSPECTUS SUMMARY.....	2
GLOSSARY.....	2
SUMMARY.....	8
RISK FACTORS.....	12
SUMMARY OF CONTRACT EXPENSES.....	13
EXPENSE EXAMPLES.....	18
 PART II: STRATEGIC PARTNERS PLUS 3 PROSPECTUS SECTIONS 1-11.....	 21
SECTION 1: WHAT IS THE STRATEGIC PARTNERS PLUS 3 VARIABLE ANNUITY?.....	22
SHORT TERM CANCELLATION RIGHT OR "FREE LOOK".....	23
 SECTION 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE?.....	 23
VARIABLE INVESTMENT OPTIONS.....	23
FIXED INTEREST RATE OPTIONS.....	36
MARKET VALUE ADJUSTMENT OPTION.....	37
TRANSFERS AMONG OPTIONS.....	39
ADDITIONAL TRANSFER RESTRICTIONS.....	39
DOLLAR COST AVERAGING.....	40
ASSET ALLOCATION PROGRAM.....	41
AUTO-REBALANCING.....	41
SCHEDULED TRANSACTIONS.....	41
VOTING RIGHTS.....	41
SUBSTITUTION.....	41
 SECTION 3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE (ANNUITIZATION)?	42
PAYMENT PROVISIONS.....	42
PAYMENT PROVISIONS WITHOUT THE GUARANTEED MINIMUM INCOME BENEFIT.....	42
OPTION 1: ANNUITY PAYMENTS FOR A FIXED PERIOD.....	42
OPTION 2: LIFE INCOME ANNUITY OPTION.....	42
OPTION 3: INTEREST PAYMENT OPTION.....	42
OTHER ANNUITY OPTIONS.....	43
TAX CONSIDERATIONS.....	43
GUARANTEED MINIMUM INCOME BENEFIT.....	43
GMIB ROLL-UP.....	43
GMIB OPTION 1 - SINGLE LIFE PAYOUT OPTION.....	45
GMIB OPTION 2 - JOINT LIFE PAYOUT OPTION.....	45
HOW WE DETERMINE ANNUITY PAYMENTS.....	46
 SECTION 4: WHAT IS THE DEATH BENEFIT?.....	 47
BENEFICIARY.....	47
CALCULATION OF THE DEATH BENEFIT.....	47
GUARANTEED MINIMUM DEATH BENEFIT.....	47
GMDB ROLL-UP.....	47
GMDB STEP-UP.....	48
SPECIAL RULES IF JOINT OWNERS.....	49
HIGHEST DAILY VALUE DEATH BENEFIT.....	49
CALCULATION OF THE HIGHEST DAILY VALUE DEATH BENEFIT.....	49
PAYOUT OPTIONS.....	50
BENEFICIARY CONTINUATION OPTION.....	51
EARNINGS APPRECIATOR BENEFIT.....	52
SPOUSAL CONTINUANCE OPTION.....	53
 SECTION 5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS?.....	 55
LIFETIME FIVE INCOME BENEFIT.....	55
SPOUSAL LIFETIME FIVE INCOME BENEFIT.....	61
HIGHEST DAILY LIFETIME FIVE BENEFIT.....	64
HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT (HIGHEST DAILY LIFETIME SEVEN).....	70
SPOUSAL HIGHEST DAILY LIFETIME SEVEN INCOME BENEFIT (SPOUSAL HIGHEST DAILY LIFETIME SEVEN).....	77
 SECTION 6: WHAT IS THE INCOME APPRECIATOR BENEFIT?.....	 85
INCOME APPRECIATOR BENEFIT.....	85
CALCULATION OF THE INCOME APPRECIATOR BENEFIT.....	85
INCOME APPRECIATOR BENEFIT OPTIONS DURING THE ACCUMULATION PHASE.....	86

SECTION 7: HOW CAN I PURCHASE A STRATEGIC PARTNERS PLUS 3 CONTRACT?.....	87
PURCHASE PAYMENTS.....	87
ALLOCATION OF PURCHASE PAYMENTS.....	88
CREDITS.....	88
CALCULATING CONTRACT VALUE.....	89
SECTION 8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS PLUS 3 CONTRACT?.....	89
INSURANCE AND ADMINISTRATIVE CHARGES.....	89
WITHDRAWAL CHARGE.....	90
WAIVER OF WITHDRAWAL CHARGES FOR CRITICAL CARE.....	91
CONTRACT MAINTENANCE CHARGE.....	91
GUARANTEED MINIMUM INCOME BENEFIT CHARGE.....	91
INCOME APPRECIATOR BENEFIT CHARGE.....	92
EARNINGS APPRECIATOR BENEFIT CHARGE.....	93
BENEFICIARY CONTINUATION OPTION CHARGES.....	93
TAXES ATTRIBUTABLE TO PREMIUM.....	93
TRANSFER FEE.....	93
COMPANY TAXES.....	93
UNDERLYING MUTUAL FUND FEES.....	94
SECTION 9: HOW CAN I ACCESS MY MONEY?.....	94
WITHDRAWALS DURING THE ACCUMULATION PHASE.....	94
AUTOMATED WITHDRAWALS.....	94
SUSPENSION OF PAYMENTS OR TRANSFERS.....	94
SECTION 10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS PLUS 3 CONTRACT?.....	95
SECTION 11: OTHER INFORMATION.....	103
PRUCO LIFE INSURANCE COMPANY.....	103
THE SEPARATE ACCOUNT.....	103
SALE AND DISTRIBUTION OF THE CONTRACT.....	104
LITIGATION.....	105
ASSIGNMENT.....	106
FINANCIAL STATEMENTS.....	106
STATEMENT OF ADDITIONAL INFORMATION.....	106
HOUSEHOLDING.....	106
MARKET VALUE ADJUSTMENT FORMULA.....	106
APPENDIX A - ACCUMULATION UNIT VALUES.....	A-1
APPENDIX B - SELECTING THE VARIABLE ANNUITY THAT'S RIGHT FOR YOU.....	B-1
APPENDIX C - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME FIVE BENEFIT.....	C-1
APPENDIX D - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME SEVEN BENEFIT AND SPOUSAL HIGHEST DAILY LIFETIME SEVEN BENEFIT.....	D-1

PART I SUMMARY

STRATEGIC PARTNERS PLUS 3 PROSPECTUS

1

PART I: STRATEGIC PARTNERS PLUS 3 PROSPECTUS SUMMARY

GLOSSARY

We have tried to make this prospectus as easy to read and understand as possible. By the nature of the contract, however, certain technical words or terms are unavoidable. We have identified the following as some of these words or terms.

Accumulation Phase

The period that begins with the contract date (which we define below) and ends when you start receiving income payments, or earlier if the contract is terminated through a full withdrawal or payment of a death benefit.

Adjusted Contract Value

When you begin receiving income payments, the value of your contract adjusted for any market value adjustment minus any charge we impose for premium taxes and withdrawal charges.

Adjusted Purchase Payment

Your invested Purchase Payment is adjusted for any subsequent withdrawals. The adjusted Purchase Payment is used only for calculations of the Earnings Appreciator Benefit.

Annual Income Amount

Under the Lifetime Five Income Benefit and Highest Daily Lifetime Seven Benefit, an amount that you can withdraw each year as long as the annuitant lives. For the Highest Daily Lifetime Five Benefit only, we refer to an amount that you can withdraw each year as long as the annuitant lives as the "Total Annual Income Amount." The Total Annual Income Amount may reflect the inclusion of an additional sum, if you have made no withdrawal during the first ten years that the Highest Daily Lifetime Five Benefit is in effect. The annual income amount is set initially as a percentage of the Protected Withdrawal Value, but will be adjusted to reflect subsequent Purchase Payments, withdrawals, and any step-up. Under the Spousal Lifetime Five Income Benefit and Spousal Highest Daily Lifetime Seven Benefit, the annual income amount is paid until the later death of two natural persons who are each other's spouses at the time of election and at the first death of one of them.

Annual Withdrawal Amount

Under the terms of the Lifetime Five Income Benefit, an amount that you can withdraw each year as long as there is Protected Withdrawal Value remaining. The Annual Withdrawal Amount is set initially to equal 7% of the initial Protected Withdrawal Value, but will be adjusted to reflect subsequent Purchase Payments, withdrawals, and any step-up.

Annuitant

The person whose life determines the amount of income payments that we will make. Except as indicated below, if the annuitant dies before the annuity date, the co-annuitant (if any) becomes the annuitant if the contract's requirements for changing the annuity date are met. If, upon the death of the annuitant, there is no surviving eligible co-annuitant, and the owner is not the annuitant, then the owner becomes the annuitant.

Generally, if an annuity is owned by an entity and the entity has named a co-annuitant, the co-annuitant will become the annuitant upon the death of the annuitant, and no death benefit is payable. Unless we agree otherwise, the contract is eligible to have a co-annuitant designation only if the entity that owns the contract is (1) a plan described in Internal Revenue Code

Section 72(s)(5)(A)(i) (or any successor Code section thereto); (2) an entity described in Code Section 72(u)(1) (or any successor Code section thereto); or

(3) a custodial account established pursuant to the provisions in Code

Section 408(a) (or any successor Code section thereto) ("Custodial Account").

Where the contract is held by a Custodial Account, the co-annuitant will not automatically become the annuitant upon the death of the annuitant. Upon the death of the annuitant, the Custodial Account will have the choice, subject to our rules, to either elect to receive the death benefit or elect to continue the contract. If the contract is continued, then the Contract Value as of the date of due proof of death of the annuitant will reflect the amount that would have been payable had a death benefit been paid.

Annuity Date

The date when income payments are scheduled to begin. You must have our permission to change the annuity date. If the co-annuitant becomes the annuitant due to the death of the annuitant, and the co-annuitant is older than the annuitant, then the annuity date will be based on the age of the co-annuitant, provided that the contract's requirements for changing the annuity date are met (e.g., the co-annuitant cannot be older than a specified age). If the co-annuitant is younger than the annuitant, then the annuity date will remain unchanged.

Beneficiary

The person(s) or entity you have chosen to receive a death benefit.

Benefit Fixed Rate Account

An investment option offered as part of this contract that is used only if you have elected the optional Highest Daily Lifetime Five Benefit. Amounts allocated to the Benefit Fixed Rate Account earn a fixed rate of interest, and are held within our general account. You may not allocate Purchase Payments to the Benefit Fixed Rate Account. Rather, Contract Value is transferred to the Benefit Fixed Rate Account only under the asset transfer feature of the Highest Daily Lifetime Five Benefit.

Business Day

A day on which the New York Stock Exchange is open for business. Our business day generally ends at 4:00 p.m. Eastern time.

Co-Annuitant

The person shown on the contract data pages who becomes the annuitant (if eligible) upon the death of the annuitant if the contract's requirements for changing the annuity date are met. No Co-Annuitant may be designated if the owner is a non-natural person.

Contract Date

The date we accept your initial Purchase Payment and all necessary paperwork in good order at the Prudential Annuity Service Center. Contract anniversaries are measured from the contract date. A contract year starts on the contract date or on a contract anniversary.

Contract Owner, Owner, or You

The person entitled to the ownership rights under the contract.

Contract Value

This is the total value of your contract, equal to the sum of the values of your investment in each investment option you have chosen. Your Contract Value will go up or down based on the performance of the investment options you choose.

Contract with Credit

A version of the annuity contract that provides for a bonus credit with each Purchase Payment that you make and has higher withdrawal charges and insurance and administrative costs than the Contract Without Credit.

Contract without Credit

A version of the annuity contract that does not provide a credit and has lower withdrawal charges and insurance and administrative costs than the Contract With Credit.

Credit

If you choose the Contract With Credit, this is the bonus amount that we allocate to your account each time you make a Purchase Payment. The amount of the credit is a percentage of the Purchase Payment. Bonus credits generally are not recaptured once the free look period expires. Our reference in the preceding sentence to "generally are not recaptured" refers to the fact that we have the contractual right to deduct, from the death benefit we pay, the amount of any credit corresponding to a Purchase Payment made within one year of death.

Daily Value

For purposes of the Highest Daily Value Death Benefit, which we describe below, the Contract Value as of the end of each business day. The Daily Value on the contract date is equal to your Purchase Payment.

Death Benefit

If a death benefit is payable, the beneficiary you designate will receive, at a minimum, the total invested Purchase Payments, reduced proportionally by withdrawals, or a potentially greater amount related to market appreciation. The Guaranteed Minimum Death Benefit, or Highest Daily Value Death Benefit, is available for an additional charge. See Section 4, "What Is The Death Benefit?"

Death Benefit Target Date

With respect to the Highest Daily Value Death Benefit, the later of the contract anniversary on or after the 80th birthday of the current contract owner, the older of either joint owner or (if owned by an entity) the annuitant, or five years after the contract date.

Designated Life

For purposes of the Spousal Lifetime Five Income Benefit and Spousal Highest Daily Lifetime Seven benefit, a Designated Life refers to each of two natural persons who are each other's spouses at the time of election of the benefit and at the first death of one of them.

GLOSSARY continued

Dollar Cost Averaging Fixed Rate Option (DCA Fixed Rate Option) An investment option that offers a fixed rate of interest for a selected period during which periodic transfers are automatically made to selected variable investment options or to the one-year fixed interest rate option.

Earnings Appreciator Benefit (EAB)

An optional feature available for an additional charge that may provide a supplemental death benefit based on earnings under the contract.

Enhanced Protected Withdrawal Value

Under the Highest Daily Lifetime Five Benefit only, a sum that we add to your existing Protected Withdrawal Value, provided that you have not made any withdrawal during the first ten years that your Highest Daily Lifetime Five Benefit has been in effect and you otherwise meet the conditions set forth in the rider and this prospectus.

Excess Income/Excess Withdrawal

Under the Lifetime Five Income Benefit, Spousal Lifetime Five Income Benefit, Highest Daily Lifetime Five Income Benefit, Highest Daily Lifetime Seven Benefit and Spousal Highest Daily Lifetime Seven Benefit, Excess Income refers to cumulative withdrawals that exceed the Annual Income Amount (the Total Annual Income Amount, for Highest Daily Lifetime Five). Under the Lifetime Five Income Benefit, Excess Withdrawal refers to cumulative withdrawals that exceed the Annual Withdrawal Amount.

Fixed Interest Rate Options

Investment options that offer a fixed rate of interest for either a one-year period (fixed rate option) or a selected period during which periodic transfers are made to selected variable investment options or to the one-year fixed rate option.

Good Order

An instruction received at the Prudential Annuity Service Center, utilizing such forms, signatures and dating as we require, which is sufficiently clear that we do not need to exercise any discretion to follow such instructions.

Guarantee Period

A period of time during which your invested Purchase Payment in the market value adjustment option earns interest at the declared rate. We may offer one or more guarantee periods.

Guaranteed Minimum Death Benefit (GMDB) An optional feature available for an additional charge that guarantees that the death benefit that the beneficiary receives will be no less than a certain GMDB protected value. The GMDB is a different death benefit than the Highest Daily Value Death Benefit, which we describe below.

GMDB Protected Value

The amount guaranteed under the Guaranteed Minimum Death Benefit, which may equal the GMDB roll-up value, the GMDB step-up value, or the greater of the two. The GMDB protected value will be subject to certain age restrictions and time durations, however, it will still increase by subsequent invested Purchase Payments and reduce proportionally by withdrawals.

GMDB Roll-Up

We use the GMDB roll-up value to compute the GMDB protected value of the Guaranteed Minimum Death Benefit. The GMDB roll-up is equal to the invested Purchase Payments compounded daily at an effective annual interest rate starting on the date that each invested Purchase Payment is made, subject to a cap, and reduced by the effect of withdrawals.

GMDB Step-Up

We use the GMDB step-up value to compute the GMDB protected value of the Guaranteed Minimum Death Benefit. Generally speaking, the GMDB step-up establishes a "high water mark" of protected value that we would pay upon death, even if the Contract Value has declined. For example, if the GMDB step-up were set at \$100,000 on a contract anniversary, and the Contract Value subsequently declined to \$80,000 on the date of death, the GMDB step-up value would nonetheless remain \$100,000 (assuming no additional Purchase Payments or withdrawals).

Guaranteed Minimum Income Benefit (GMIB) An optional feature available for an additional charge that guarantees that the income payments you receive during the income phase will be no less than a certain GMIB protected value applied to the GMIB guaranteed annuity purchase rates.

GMIB Protected Value

We use the GMIB protected value to calculate annuity payments should you annuitize under the Guaranteed Minimum Income Benefit.

The value is calculated daily and is equal to the GMIB roll-up, until the GMIB roll-up either reaches its cap or if we stop applying the annual interest rate based on the age of the annuitant, number of contract anniversaries or number of years since last GMIB reset. At such point, the GMIB protected value will be increased by any subsequent invested Purchase Payments, and any withdrawals will proportionally reduce the

GMIB protected value. The GMIB protected value is not available as a cash surrender benefit or a death benefit, nor is it used to calculate the cash surrender value or death benefit.

GMIB Reset

You may elect to "step-up" or "reset" your GMIB protected value if your Contract Value is greater than the current GMIB protected value. Upon exercise of the reset provision, your GMIB protected value will be reset to equal your current Contract Value. You are limited to two resets over the life of your contract, provided that certain annuitant age requirements are met.

GMIB Roll-Up

We will use the GMIB roll-up value to compute the GMIB protected value of the Guaranteed Minimum Income Benefit. The GMIB roll-up is equal to the invested Purchase Payments (after a reset, the Contract Value at the time of the reset) compounded daily at an effective annual interest rate starting on the date each invested Purchase Payment is made, subject to a cap, and reduced proportionally by withdrawals.

Highest Daily Lifetime Five/SM/ Income Benefit An optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your Contract Value.

Highest Daily Lifetime Seven/SM/ Income Benefit An optional benefit available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your Contract Value. Highest Daily Lifetime Seven is the same class of optional benefit as our Highest Daily Lifetime Five Income benefit, but differs (among other things) with respect to how the Protected Withdrawal Value is calculated and to how the lifetime withdrawals are calculated.

Highest Daily Value Death Benefit

An optional death benefit available for an additional charge that can provide a death benefit that exceeds the Contract Value on the date of death. The amount of the death benefit is determined with reference to the Highest Daily Value, as defined below.

Income Appreciator Benefit (IAB)

An optional feature that may be available for an additional charge that provides a supplemental living benefit based on earnings under the contract.

IAB Automatic Withdrawal Payment Program A series of payments consisting of a portion of your Contract Value and Income Appreciator Benefit paid to you in equal installments over a 10 year period, which you may choose, if you elect to receive the Income Appreciator Benefit during the accumulation phase.

IAB Credit

An amount we add to your Contract Value that is credited in equal installments over a 10 year period, which you may choose, if you elect to receive the Income Appreciator Benefit during the accumulation phase.

Income Options

Options under the contract that define the frequency and duration of income payments. In your contract, we also refer to these as payout or annuity options.

Income Phase

The period during which you receive income payments under the contract.

Invested Purchase Payments

Your Purchase Payments (which we define below) less any deduction we make for any tax charge.

GLOSSARY continued

Joint Owner

The person named as the joint owner, who shares ownership rights with the owner as defined in the contract. A joint owner must be a natural person.

Lifetime Five/SM/ Income Benefit

An optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on your Contract Value, subject to our rules regarding the timing and amount of withdrawals. There are two options - one is designed to provide an annual withdrawal amount for life and the other is designed to provide a greater annual withdrawal amount (than the first option) as long as there is Protected Withdrawal Value. We also offer a variant of the Lifetime Five Income Benefit to certain spousal owners - see "Spousal Lifetime Five Income Benefit."

Market Value Adjustment

An adjustment to your Contract Value or withdrawal proceeds that is based on the relationship between interest you are currently earning within the market value adjustment option and prevailing interest rates. This adjustment may be positive or negative.

Market Value Adjustment Option

This investment option may offer various guarantee periods and pays a fixed rate of interest with respect to each guarantee period. We impose a market value adjustment on withdrawals or transfers that you make from this option prior to the end of its guarantee period.

Net Purchase Payments

Your total Purchase Payments less any withdrawals you have made.

Proportional Withdrawals

A method that involves calculating the percentage of your Contract Value that each prior withdrawal represented when withdrawn. Proportional withdrawals result in a reduction to the applicable benefit value by reducing such value in the same proportion as the Contract Value was reduced by the withdrawal as of the date the withdrawal occurred.

Protected Withdrawal Value

Under the Lifetime Five Income Benefit Spousal Lifetime Five Income Benefit, Highest Daily Lifetime Seven Benefit, and Spousal Highest Daily Lifetime Seven Benefit, an amount that we guarantee regardless of the investment performance of your Contract Value. For the Highest Daily Lifetime Five Benefit only, we refer to an amount that we guarantee regardless of the investment performance of your Contract Value as the "Total Protected Withdrawal Value".

Prudential Annuity Service Center

For general correspondence: P.O. Box 7960, Philadelphia, PA 19176. For express overnight mail: 2101 Welsh Road, Dresher, PA 19025. The telephone number is

(888) PRU-2888. Prudential's Web site is www.prudential.com.

Purchase Payments

The amount of money you pay us to purchase the contract. Generally, you can make additional Purchase Payments at any time during the accumulation phase.

Separate Account

Purchase payments allocated to the variable investment options are held by us in a separate account called the Pruco Life Flexible Premium Variable Annuity Account. The separate account is set apart from all of the general assets of Pruco Life.

Spousal Lifetime Five/SM/ Income Benefit An optional feature available for an additional charge that guarantees the ability to withdraw amounts equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on the Contract Value, subject to our rules regarding the timing and amount of withdrawals. Under the Spousal Lifetime Five Income Benefit, an annual income amount is paid until the later death of two natural persons who are each other's spouses at the time of election and at the first death of one of them.

Spousal Highest Daily Lifetime Seven/SM/ Income Benefit The spousal version of the Highest Daily Lifetime Seven Income Benefit. Spousal Highest Daily Lifetime Seven is the same class of optional benefit as our Spousal Lifetime Five Income Benefit, but differs (among other things) with respect to how the Protected Withdrawal Value is calculated and to how the lifetime withdrawals are calculated.

Statement of Additional Information

A document containing certain additional information about the Strategic Partners Plus 3 variable annuity. We have filed the Statement of Additional Information with the Securities and Exchange Commission and it is legally a part of this prospectus. To learn how to obtain a copy of the Statement of Additional Information, see the front cover of this prospectus.

Tax Deferral

This is a way to increase your assets without currently being taxed. Generally, you do not pay taxes on your contract earnings until you take money out of your contract. You should be aware that tax favored plans (such as IRAs) already provide tax deferral regardless of whether they invest in annuity contracts. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners Plus 3 Contract?"

Variable Investment Option

When you choose a variable investment option, we purchase shares of the underlying mutual fund that are held as an investment for that option. We hold these shares in the separate account. The division of the separate account of Pruco Life that invests in a particular mutual fund is referred to in your contract as a subaccount.

SUMMARY FOR SECTIONS 1-11

For a more complete discussion of the following topics, see the corresponding section in

Part II of the prospectus.

SECTION 1

What Is The Strategic Partners Plus 3 Variable Annuity? The Strategic Partners Plus 3 variable annuity is a contract between you, the owner, and us, the insurance company, Pruco Life Insurance Company (Pruco Life, we or us). The contract allows you to invest on a tax-deferred basis in variable investment options, fixed interest rate options, and the market value adjustment option. The contract is intended for retirement savings or other long-term investment purposes and provides for a death benefit.

There are two basic versions of the Strategic Partners Plus 3 variable annuity.

Contract With Credit.

- . provides for a bonus credit that we add to each Purchase Payment that you make,
- . has higher withdrawal charges and insurance and administrative costs than the Contract Without Credit,
- . may provide lower interest rates for fixed interest rate options and the market value adjustment option than the Contract Without Credit, and
- . may provide fewer available market value adjustment guarantee periods than the Contract Without Credit.

Contract Without Credit.

- . does not provide a credit,
- . has lower withdrawal charges and insurance and administrative costs than the Contract With Credit,
- . may provide higher interest rates for fixed interest rate options and the market value adjustment option than the Contract With Credit, and
- . may provide more available market value adjustment guarantee periods than the Contract With Credit.

The variable investment options available under the contract offer the opportunity for a favorable return. However, this is NOT guaranteed. It is possible, due to market changes, that your investments may decrease in value, including an investment in the Prudential Money Market Portfolio variable investment option.

The fixed interest rate options offer a guaranteed interest rate. While your money is allocated to one of these options, your principal amount will not decrease and we guarantee that your money will earn at least a minimum interest rate annually.

Under the market value adjustment option, while your money remains in the contract for the full guarantee period, your principal amount is guaranteed, and we pay at least the minimum interest rate dictated by applicable state law, if any.

You may make up to 12 free transfers each contract year among the investment options. Certain restrictions apply to transfers involving the fixed interest rate options.

The contract, like all deferred annuity contracts, has two phases: the accumulation phase and the income phase.

. During the accumulation phase, any earnings grow on a tax-deferred basis and are generally only taxed as income when you make a withdrawal.

. The income phase starts when you begin receiving regular payments from your contract.

The amount of money you are able to accumulate in your contract during the accumulation phase will help determine the amount you will receive during the income phase. Other factors will affect the amount of your payments, such as age, gender, and the payout option you select.

The contract offers a choice of income and death benefit options, which may also be available to you.

There are certain state variations to this contract that are referred to in this prospectus. Please see your contract for further information on these and other variations.

We may amend the contract as permitted by law. For example, we may add new features to the contract. Subject to applicable law, we determine whether or not to make such contract amendments available to contracts that already have been issued.

If you change your mind about owning Strategic Partners Plus 3, you may cancel your contract within 10 days after receiving it (or whatever period is required under applicable law). This time period is referred to as the "Free Look" period.

SECTION 2

What Investment Options Can I Choose?

You can invest your money in several variable investment options. The variable investment options are classified according to their investment style, and a brief description of each portfolio's investment objective and key policies is set forth in Section 2, to assist you in determining which portfolios may be of interest to you.

Depending upon market conditions, you may earn or lose money in any of these options. The value of your contract will fluctuate depending upon the performance of the underlying mutual fund portfolios used by the variable investment options that you choose. Past performance is not a guarantee of future results.

You may also invest your money in fixed interest rate options or in a market value adjustment option.

SECTION 3

What Kind Of Payments Will I Receive During The Income Phase? (Annuitization) If you want to receive regular income from your annuity, you can choose one of several options, including guaranteed payments for the annuitant's lifetime. Generally, once you begin receiving regular payments, you cannot change your payment plan.

For an additional fee, you may also choose, if it is available under your contract, the Guaranteed Minimum Income Benefit (GMIB). The Guaranteed Minimum Income Benefit provides that once the income period begins, your income payments will be no less than a value that is based on a certain "GMIB protected value" applied to the GMIB guaranteed annuity purchase rates. See

Section 3, "What Kind Of Payments Will I Receive During The Income Phase?"

The Lifetime withdrawal benefits (each discussed in Section 5) and the Income Appreciator Benefit (discussed in Section 6) each may provide an additional amount upon which your annuity payments are based.

SECTION 4

What Is The Death Benefit?

In general, if the sole owner or first-to-die of the owner or joint owner dies before the income phase of the contract begins, the person(s) or entity that you have chosen as your beneficiary will receive, at a minimum, the greater of

(i) the Contract Value, (ii) either the base death benefit or, for a higher insurance and administrative cost, a potentially larger Guaranteed Minimum Death Benefit (GMDB), or Highest Daily Value Death Benefit.

The base death benefit equals the total invested Purchase Payments reduced proportionally by withdrawals. The Guaranteed Minimum Death Benefit is equal to a "GMDB protected value" that depends upon which of the following Guaranteed Minimum Death Benefit options you choose:

- . the highest value of the contract on any contract anniversary, which we call the "GMDB step-up value;"
- . the total amount you invest increased by a guaranteed rate of return, which we call the "GMDB roll-up value;" or
- . the greater of the GMDB step-up value and GMDB roll-up value.

The Highest Daily Value Death Benefit provides a death benefit equal to the greater of the base death benefit or the highest daily value less proportional withdrawals.

On the date we receive proof of death in good order, in lieu of paying a death benefit, we will allow the surviving spouse to continue the contract by exercising the Spousal Continuance Option, if the conditions that we describe, in Section 4, are met.

For an additional fee, you may also choose, if it is available in your contract, the Earnings Appreciator supplemental death benefit, which provides a benefit payment upon the death of the sole owner, or first to die of the owner or joint owner, during the accumulation phase.

SECTION 5

What Are The Lifetime Withdrawal Benefits? The Lifetime Five Income Benefit is an optional feature that guarantees your ability to withdraw an amount equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on your Contract Value, subject to our rules regarding the timing and amounts of withdrawals. There are two options--one is designed to provide an annual withdrawal amount for life (the "Life Income Benefit"), and the other is designed to provide a greater annual withdrawal amount (than the first option), as long as there is Protected Withdrawal Value (adjusted, as described in Section 5) (the "Withdrawal Benefit"). The annuitant must be at least 45 years old when the Lifetime Five Income Benefit is elected.

SUMMARY FOR SECTIONS 1-11 continued

The charge for the Lifetime Five Income Benefit is a daily fee equal on an annual basis to 0.60% of the Contract Value allocated to the variable investment options. This charge is in addition to the charge for the applicable death benefit.

In addition to the Lifetime Five Income Benefit, we offer a benefit called the Spousal Lifetime Five Income Benefit. The Spousal Lifetime Five Income benefit is similar to the Lifetime Five Income Benefit, except that it is offered only to those who are each other's spouses at the time the benefit is elected, and the benefit offers only a Life Income Benefit (not the Withdrawal Benefit). The charge for the Spousal Lifetime Five Income Benefit is a daily fee equal on an annual basis to 0.75% of the Contract Value allocated to the variable investment options. The charge is in addition to the charge for the applicable death benefit.

Highest Daily Lifetime Five is similar to our Lifetime Five and Spousal Lifetime Five benefits, in that under each such benefit, there is a "protected withdrawal value" that serves as the basis for withdrawals you can make. As we discuss in more detail later, we guarantee this protected withdrawal value, even if your Contract Value declines. Thus, as a participant in one of these benefits, you are assured of a certain amount that you can withdraw, even if there is a significant decline in the securities markets. Highest Daily Lifetime Five Benefit differs from Lifetime Five and Spousal Lifetime Five primarily in that (a) the Protected Withdrawal Value is determined based on the highest daily Contract Value and (b) we require you to participate in an asset transfer program, under which your Contract Value may be transferred periodically between the variable investment options and the Benefit Fixed Rate Account (which is part of our general account). This formula is described more fully in Appendix C. We operate the asset transfer program under a formula, which is described in the portion of Section 5 concerning the Highest Daily Lifetime Five Benefit. As discussed in Section 5, when you elect Highest Daily Lifetime Five, the asset transfer formula is made a part of your annuity contract, and thus may not be altered thereafter. However, we do reserve the right to amend the formula for new-issued annuity contracts that elect Highest Daily Lifetime Five and for existing contracts that elect the benefit in the future. As we discuss in more detail later in this prospectus, this required asset transfer program helps us manage our financial exposure under Highest Daily Lifetime Five, by moving assets out of the variable investment options in the event of securities market declines. In essence, we seek to preserve the value of these assets, by transferring them to a more stable account. Of course, the formula also contemplates the transfer of assets from the Benefit Fixed Rate Account to the variable investment options in certain other scenarios.

Finally, we offer Highest Daily Lifetime Seven, an optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your Contract Value. Highest Daily Lifetime Seven is the same class of optional benefit as our Lifetime Five Income benefit, but differs (among other things) with respect to how the Protected Withdrawal Value is calculated and to how the lifetime withdrawals are calculated. Spousal Highest Daily Lifetime Seven is the spousal version of Highest Daily Lifetime Seven, and thus offers lifetime payments until the second-to-die of two spouses.

SECTION 6

What Is The Income Appreciator Benefit? The Income Appreciator Benefit is an optional benefit, available for an additional charge, that provides an additional income amount during the accumulation period or upon annuitization. The Income Appreciator Benefit is designed to provide you with additional funds that can be used to help defray the impact taxes may have on distributions from your contract. You can activate this benefit in one of three ways, as described in Section 6. Note, however, that the annuitization options within this benefit are limited.

SECTION 7

How Can I Purchase A Strategic Partners Plus 3 Contract? You can purchase this contract, unless we agree otherwise and subject to our rules, with a minimum initial Purchase Payment of \$10,000. You must get our prior approval for any initial and additional Purchase Payment of \$1,000,000 or more, unless we are prohibited under applicable state law from insisting on such prior approval. Generally, you can make additional Purchase Payments of \$500 (\$100 if made through electronic funds transfer) or more at any time during the accumulation phase of the contract. Your representative can help you fill out the proper forms. The Contract With Credit provides for the allocation of a credit with each Purchase Payment.

You may purchase this contract only if the oldest of the owner, joint owner, annuitant, or co-annuitant is age 85 or younger on the contract date. In addition, certain age limits apply to certain features and benefits described herein.

SECTION 8

What Are The Expenses Associated With The Strategic Partners Plus 3 Contract? The contract has insurance features and investment features, both of which have related costs and charges.

. Each year (or upon full surrender) we deduct a contract maintenance charge if your Contract Value is less than \$75,000. This charge is currently equal to the lesser of \$35 or 2% of your Contract Value. We do not impose the contract maintenance charge if your Contract Value is \$75,000 or more. We may impose lesser charges in certain states.

. For insurance and administrative costs, we also deduct a daily charge based on the average daily value of all assets allocated to the variable investment options (except as indicated), depending on the death benefit (or other) option that you choose. The daily cost is equivalent to an annual charge as follows:

- 1.40% if you choose the base death benefit, -- 1.65% if you choose the roll-up or step-up Guaranteed Minimum Death Benefit option (i.e., 0.25% in addition to the base death benefit charge),
 - 1.75% if you choose the greater of the roll-up and step-up Guaranteed Minimum Death Benefit option (i.e., 0.35% in addition to the base death benefit charge),
 - 1.90% if you choose the Highest Daily Value Death Benefit (i.e., 0.50% in addition to the base death benefit charge), -- 0.60% if you choose the Lifetime Five Income Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit, or
-

- 0.75% if you choose the Spousal Lifetime Five Income Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit; or
- 0.60% if you choose the Highest Daily Lifetime Five Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit.
- 0.60% of the Protected Withdrawal Value if you choose the Highest Daily Lifetime Seven Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit, or -- 0.75% of the Protected Withdrawal Value if you choose the Spousal Highest Daily Lifetime Seven Income Benefit (1.50% maximum charge). This charge is in addition to the charge for the applicable death benefit.
- . We impose an additional insurance and administrative charge of 0.10% annually for the Contract With Credit.
- . We will deduct an additional charge if you choose the Guaranteed Minimum Income Benefit. We deduct this annual charge from your Contract Value on the contract anniversary and upon certain other events. The charge for this benefit is equal to 0.50% for contracts sold on or after January 20, 2004, or upon subsequent state approval (0.45% for all other contracts), of the average GMIB protected value (1.00% maximum charge). (In some states this fee may be lower.)
- . We will deduct an additional charge if you choose the Income Appreciator Benefit. We deduct this charge from your Contract Value on the contract anniversary and upon certain other events. The charge for this benefit is based on an annual rate of 0.25% of your Contract Value.
- . We will deduct an additional charge if you choose the Earnings Appreciator supplemental death benefit. We deduct this charge from your Contract Value on the contract anniversary and upon certain other events. The charge for this benefit is based on an annual rate of 0.30% of your Contract Value.
- . There are a few states/jurisdictions that assess a premium tax on us. In those states, we deduct a charge designed to approximate this tax, which can range from 0-3.5% of your Contract Value.
- . There are also expenses associated with the mutual funds. For 2007, the fees of these funds ranged from 0.37% to 1.65% annually. For certain funds, expenses are reduced pursuant to expense waivers and comparable arrangements. In general, these expense waivers and comparable arrangements are not guaranteed, and may be terminated at any time.
- . If you withdraw money (or you begin the income phase) less than seven contract anniversaries after making a Purchase Payment, then you may have to pay a withdrawal charge on all or part of the withdrawal. This charge ranges from 1-7% for the Contract Without Credit and 5-8% for the Contract With Credit. (In certain states reduced withdrawal charges may apply for certain ages. Your contract contains the applicable charges.)

For more information, including details about other possible charges under the contract, see "Summary Of Contract Expenses" and Section 8, "What Are The Expenses Associated With The Strategic Partners Plus 3 Contract?"

SECTION 9

How Can I Access My Money?

You may withdraw money at any time during the accumulation phase. You may, however, be subject to income tax and, if you make a withdrawal prior to age 59 1/2, an additional tax penalty as well. For the Contract Without Credit, if you withdraw money less than seven contract anniversaries after making a Purchase Payment, we may impose a withdrawal charge ranging from 1-7%. For the Contract With Credit, we may impose a withdrawal charge ranging from 5-8%. (In certain states reduced withdrawal charges may apply for certain ages. Your contract contains the applicable charges.)

Under the Market Value Adjustment Option, you will be subject to a market value adjustment if you make a withdrawal or transfer from the option prior to the end of a guarantee period.

SUMMARY FOR SECTIONS 1-11 continued

We offer optional living benefits--the Lifetime Five Income Benefit, Spousal Lifetime Five Income Benefit, Highest Daily Lifetime Five Benefit, Highest Daily Lifetime Seven Income Benefit, and Spousal Highest Daily Lifetime Seven Benefit under which we guarantee that certain amounts will be available to you for withdrawal, regardless of market-related declines in your Contract Value. You need not participate in any of these benefits in order to withdraw some or all of your money. You also may access your Income Appreciator Benefit through withdrawals.

SECTION 10

What Are The Tax Considerations Associated With The Strategic Partners Plus 3 Contract?

Your earnings are generally not taxed until withdrawn. If you withdraw money during the accumulation phase, the tax laws treat the withdrawal as a withdrawal of earnings, which are taxed as ordinary income. If you are younger than age 59 1/2 when you take money out, you may be charged a 10% federal tax penalty on the earnings in addition to ordinary taxation. A portion of the payments you receive during the income phase is considered a partial return of your original investment and therefore will not be taxable as income. Generally, all amounts withdrawn from an Individual Retirement Annuity (IRA) contract (excluding Roth IRAs) are taxable and subject to the 10% penalty if withdrawn prior to age 59 1/2.

SECTION 11

Other Information

This contract is issued by Pruco Life Insurance Company (Pruco Life), a subsidiary of The Prudential Insurance Company of America, and sold by registered representatives of affiliated and unaffiliated broker/dealers.

RISK FACTORS

There are various risks associated with an investment in the Market Value Adjustment Option that we summarize below.

Issuer Risk. The Market Value Adjustment Option, fixed interest rate options, and the contract's other insurance features are available under a contract issued by Pruco Life, and thus backed by the financial strength of that company. If Pruco Life were to experience significant financial adversity, it is possible that Pruco Life's ability to pay interest and principal under the Market Value Adjustment Option and fixed interest rate options and to fulfill its insurance guarantees could be impaired.

Risks Related To Changing Interest Rates. You do not participate directly in the investment experience of the bonds and other instruments that Pruco Life holds to support the Market Value Adjustment Option. Nonetheless, the market value adjustment formula reflects the effect that prevailing interest rates have on those bonds and other instruments. If you need to withdraw your money prior to the end of a guarantee period and during a period in which prevailing interest rates have risen above their level when you made your purchase, you will experience a "negative" market value adjustment. When we impose this market value adjustment, it could result in the loss of both the interest you have earned and a portion of your Purchase Payments. Thus, before you commit to a particular guarantee period, you should consider carefully whether you have the ability to remain invested throughout the guarantee period. In addition, we cannot, of course, assure you that the market value adjustment option will perform better than another investment that you might have made.

Risks Related To The Withdrawal Charge. We may impose withdrawal charges on amounts withdrawn from the market value adjustment option. If you anticipate needing to withdraw your money prior to the end of a guarantee period, you should be prepared to pay the withdrawal charge that we will impose.

SUMMARY OF CONTRACT EXPENSES

The purpose of this summary is to help you to understand the costs you will pay for Strategic Partners Plus 3. The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the contract. The first table describes the fees and expenses that you will pay at the time that you buy the contract, surrender the contract, or transfer cash value between investment options.

For more detailed information, including additional information about current and maximum charges, see Section 8, "What Are The Expenses Associated With The Strategic Partners Plus 3 Contract?" The individual fund prospectuses contain detailed expense information about the underlying mutual funds.

CONTRACT OWNER TRANSACTION EXPENSES

WITHDRAWAL CHARGE/ 1/

NUMBER OF CONTRACT ANNIVERSARIES SINCE CONTRACT PURCHASE PAYMENT	WITH CREDIT	CONTRACT WITHOUT CREDIT

0	8%	7%

1	8%	6%

2	8%	5%

3	8%	4%

4	7%	3%

5	6%	2%

6	5%	1%

7	0%	0%

MAXIMUM TRANSFER FEE

Each transfer after 12 /2/	\$30.00

Each transfer after 20 (Beneficiary Continuation option ONLY)	\$10.00

Charge for premium tax imposed on us by certain States/Jurisdictions /3/	

Up to 3.5% of Contract Value	

1 Each contract year, you may withdraw a specified amount of your Contract Value without incurring a withdrawal charge. We will waive the withdrawal charge if we pay a death benefit or under certain other circumstances. See "Withdrawal Charge" in Section 8. In certain states reduced withdrawal charges may apply under the Contract with Credit. Your contract contains the applicable charges.

2 Currently, we charge \$25 for each transfer after the twelfth in a contract year. As shown in the table, we can increase that charge up to a maximum of \$30, but have no current intention to do so. We will not charge you for transfers made in connection with Dollar Cost Averaging and Auto-Rebalancing or transfers from the market value adjustment option at the end of a guarantee period, and do not count them toward the limit of 12 free transfers per year.

3 We reserve the right to deduct the charge either at the time the tax is imposed, upon a full surrender of the Contract, or upon annuitization.

SUMMARY OF CONTRACT EXPENSES continued

The next table describes the fees and expenses you will pay periodically during the time that you own the contract, not including underlying mutual fund fees and expenses.

 PERIODIC ACCOUNT EXPENSES

Maximum Contract Maintenance Charge and Contract Charge Upon Full Withdrawal /3/	\$60.00

Maximum Annual Contract Fee if Contract Value is less lesser of \$30 or 2% of Contract Value than \$25,000
(Beneficiary Continuation option ONLY)

INSURANCE AND ADMINISTRATIVE EXPENSES WITH THE INDICATED BENEFITS
As a Percentage of Contract Value in Variable Investment Options
(except as indicated):

CONTRACT CONTRACT
WITH WITHOUT
CREDIT CREDIT

Maximum Charge for Lifetime Five /4/	1.50%	1.50%
Maximum Charge for Spousal Lifetime Five /4/	1.50%	1.50%
Maximum Charge for Highest Daily Lifetime Five /4/	1.50%	1.50%
Maximum Charge for Highest Daily Lifetime Seven /4/	1.50%	1.50%
Maximum Charge for Spousal Highest Daily Lifetime Seven /4/	1.50%	1.50%
Lifetime Five Income Benefit (current charge)	0.60%	0.60%
Spousal Lifetime Five Income Benefit (current charge)	0.75%	0.75%
Highest Daily Lifetime Five Income Benefit (current charge)	0.60%	0.60%
Highest Daily Lifetime Seven Income Benefit /5/ (current charge): assessed against Protected Withdrawal Value	0.60%	0.60%
Spousal Highest Daily Lifetime Seven Income Benefit /5/ (current charge): assessed against Protected Withdrawal Value	0.75%	0.75%
Base Death Benefit	1.50%	1.40%
Guaranteed Minimum Death Benefit Option - Roll-Up or Step-Up	1.75%	1.65%
Guaranteed Minimum Death Benefit Option - Greater of Roll-Up or Step-Up	1.85%	1.75%
Highest Daily Value Death Benefit	2.00%	1.90%
Maximum Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals as a percentage of average GMIB Protected Value /6/	1.00%	1.00%
Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals (for contracts sold on or after January 20, 2004 or upon subsequent state approval) - as a percentage of average GMIB Protected Value (current charge)	0.50%	0.50%
Annual Income Appreciator Benefit Charge and Charge Upon Certain Withdrawals /7/	0.25%	0.25%
Annual Earnings Appreciator Benefit Charge and Charge Upon Certain Transactions /8/	0.30%	0.30%
Settlement Service Charge (if the Owner's beneficiary elects the Beneficiary Continuation Option) /9/	1.00%	1.00%

3 Currently, we waive this fee if your Contract Value is greater than or equal to \$75,000 (waived if Contract Value is greater than or equal to \$25,000 for Beneficiary Continuation Option). If your Contract Value is less than \$75,000, we currently charge the lesser of \$35 or 2% of your Contract Value. This is a single fee that we assess (a) annually or

(b) upon full withdrawal made on a date other than a contract anniversary. As shown in the table, we can increase this fee in the future up to a maximum of \$60, but we have no current intention to do so. This charge may be lower in certain states.

14

4 We reserve the right to increase the charge to the maximum charge indicated upon a step-up or reset under the benefit, or new election of the benefit. However, we have no present intention of doing so.

5 With respect to Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven, the 0.60% charge and 0.75% charge, respectively, is assessed against the Protected Withdrawal Value. With respect to each of Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven, one-fourth of the annual charge is deducted at the end of each quarter, where the quarters are part of years that have as their anniversary the date that the benefit was elected. The fee is taken out of Contract Value in the variable investment options. These optional benefits are not available under the Beneficiary Continuation Option.

6 We impose this charge only if you choose the Guaranteed Minimum Income benefit. This charge is equal to 0.50% for contracts sold on or after January 20, 2004, or upon subsequent state approval (0.45% for all other contracts) of the average GMIB protected value, which is

calculated daily and generally is equal to the GMIB roll-up value. The fee is withdrawn from each variable investment option in the same proportion as the Contract Value allocated to that variable investment option represents to the total Contract Value in all variable investment options. In some states this charge is 0.30%, see your contract for details. Subject to certain age or duration restrictions, the roll-up value is the total of all invested Purchase Payments (after a reset, the Contract Value at the time of the reset) compounded daily at an effective annual rate of 5%, subject to a cap of 200% of all invested Purchase Payments. Withdrawals reduce both the roll-up value and the 200% cap. The reduction is equal to the amount of the withdrawal for the first 5% of the roll-up value, calculated as of the latest contract anniversary (or contract date). The amount of the withdrawal in excess of 5% of the roll-up value further reduces the roll-up value and 200% cap proportionally to the additional reduction in Contract Value after the first 5% withdrawal occurs. We assess this fee each contract anniversary and when you begin the income phase of your contract. We also assess this fee if you make a full withdrawal, but prorate the fee based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted. If you make a partial withdrawal, we will assess the prorated fee if the remaining Contract Value after the withdrawal would be less than the amount of the prorated fee; otherwise we will not assess the fee at that time. We reserve the right to increase this charge up to the maximum indicated upon any reset of the benefit or new election.

7 We impose this charge only if you choose the Income Appreciator benefit.

The charge for this benefit is based on an annual rate of 0.25% of your Contract Value. The Income Appreciator benefit charge is calculated: on each contract anniversary, on the annuity date, upon the death of the sole owner or first to die of the owner or joint owner prior to the annuity date, upon a full or partial withdrawal, and upon a subsequent Purchase Payment. The fee is based on the Contract Value at the time of the calculation, and is prorated based on the portion of the contract year since the date that the charge was last deducted. Although it may be calculated more often, it is deducted only: on each contract anniversary, on the annuity date, upon the death of the sole owner or first to die of the owner or joint owners prior to the annuity date, upon a full withdrawal, and upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then-applicable charge. With respect to full and partial withdrawals, we prorate the fee based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted. We reserve the right to calculate and deduct the fee more frequently than annually, such as quarterly. 8 We impose this charge only if you choose the Earnings Appreciator benefit.

9 The other Insurance and Administrative Expense Charges do not apply if you are a beneficiary under the Beneficiary Continuation Option. Instead, the Settlement Service Charge set forth here applies, if your beneficiary elects the Beneficiary Continuation Option. The 1.00% charge is an annual charge that is assessed daily against the assets in the variable investment options.

The next item shows the minimum and maximum total operating expenses (expenses that are deducted from underlying mutual fund assets, including management fees, distribution and/or service (12b-1) fees, and other expenses) charged by the underlying mutual funds that you may pay periodically during the time that you own the contract. More detail concerning each underlying mutual fund's fees and expenses is contained below and in the prospectus for each underlying mutual fund. The minimum and maximum total operating expenses depicted below are based on historical fund expenses for the year ended December 31, 2007. Fund expenses are not fixed or guaranteed by the Strategic Partners Plus 3 contract, and may vary from year to year.

* See "Summary of Contract Expenses" - Underlying Mutual Fund Portfolio Annual Expenses for more detail on the expenses of the underlying mutual funds.

(as a percentage of the average net assets of the underlying Portfolios)

Advanced Series Trust 1,3/						
AST Advanced Strategies	0.85%	0.15%	0.00%	0.04%	1.04%	
AST Aggressive Asset Allocation 2/	0.15%	0.03%	0.00%	0.96%	1.14%	
AST AllianceBernstein Core Value	0.75%	0.11%	0.00%	0.00%	0.86%	
AST AllianceBernstein Growth & Income	0.75%	0.08%	0.00%	0.00%	0.83%	
AST American Century Income & Growth	0.75%	0.11%	0.00%	0.00%	0.86%	
AST American Century Strategic Allocation	0.85%	0.25%	0.00%	0.00%	1.10%	

SUMMARY OF CONTRACT EXPENSES continued

UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

(as a percentage of the average net assets of the underlying Portfolios)

For the year ended December 31, 2007

UNDERLYING PORTFOLIO	Management Fee /4/	Other Expenses	12b-1 Fees Portfolio Fees & Expenses /6/	Acquired Portfolio Expenses	Total Annual
AST Balanced Asset Allocation /2/	0.15%	0.01%	0.00%	0.90%	1.06%
AST Capital Growth Asset Allocation /2/	0.15%	0.01%	0.00%	0.93%	1.09%
AST Cohen & Steers Realty Portfolio	1.00%	0.12%	0.00%	0.00%	1.12%
AST Conservative Asset Allocation /2/	0.15%	0.02%	0.00%	0.87%	1.04%
AST DeAM Large-Cap Value	0.85%	0.11%	0.00%	0.00%	0.96%
AST DeAM Small-Cap Value	0.95%	0.18%	0.00%	0.00%	1.13%
AST Federated Aggressive Growth	0.95%	0.11%	0.00%	0.00%	1.06%
AST First Trust Balanced Target	0.85%	0.11%	0.00%	0.00%	0.96%
AST First Trust Capital Appreciation Target	0.85%	0.11%	0.00%	0.00%	0.96%
AST Goldman Sachs Concentrated Growth	0.90%	0.10%	0.00%	0.00%	1.00%
AST Goldman Sachs Mid-Cap Growth	1.00%	0.12%	0.00%	0.00%	1.12%
AST High Yield	0.75%	0.12%	0.00%	0.00%	0.87%
AST Investment Grade Bond /5/	0.65%	0.99%	0.00%	0.00%	1.64%
AST JPMorgan International Equity	0.87%	0.13%	0.00%	0.00%	1.00%
AST Large-Cap Value	0.75%	0.08%	0.00%	0.00%	0.83%
AST Lord Abbett Bond-Debenture	0.80%	0.11%	0.00%	0.00%	0.91%
AST Marsico Capital Growth	0.90%	0.08%	0.00%	0.00%	0.98%
AST MFS Global Equity	1.00%	0.21%	0.00%	0.00%	1.21%
AST MFS Growth	0.90%	0.12%	0.00%	0.00%	1.02%
AST Mid-Cap Value	0.95%	0.14%	0.00%	0.00%	1.09%
AST Neuberger Berman Mid-Cap Growth	0.90%	0.10%	0.00%	0.00%	1.00%
AST Neuberger Berman Mid-Cap Value	0.89%	0.10%	0.00%	0.00%	0.99%
AST Neuberger Berman Small-Cap Growth	0.95%	0.12%	0.00%	0.00%	1.07%
AST PIMCO Limited Maturity Bond	0.65%	0.11%	0.00%	0.00%	0.76%
AST Preservation Asset Allocation /2/	0.15%	0.03%	0.00%	0.82%	1.00%
AST QMA US Equity Alpha	1.00%	0.63%	0.00%	0.00%	1.63%
AST Small-Cap Growth	0.90%	0.15%	0.00%	0.00%	1.05%
AST Small-Cap Value	0.90%	0.10%	0.00%	0.00%	1.00%
AST T. Rowe Price Asset Allocation	0.85%	0.12%	0.00%	0.00%	0.97%
AST T. Rowe Price Global Bond	0.80%	0.13%	0.00%	0.00%	0.93%
AST T. Rowe Price Natural Resources	0.90%	0.10%	0.00%	0.00%	1.00%
AST T. Rowe Price Large-Cap Growth	0.88%	0.08%	0.00%	0.00%	0.96%
AST UBS Dynamic Alpha Strategy	1.00%	0.13%	0.00%	0.02%	1.15%
AST Western Asset Core Plus Bond /5/	0.70%	0.10%	0.00%	0.02%	0.82%

The Prudential Series Fund /7,8,9/

Equity Portfolio	0.45%	0.02%	0.00%	0.00%	0.47%
Global Portfolio	0.75%	0.06%	0.00%	0.00%	0.81%
Jennison Portfolio	0.60%	0.02%	0.00%	0.00%	0.62%
Money Market Portfolio	0.40%	0.03%	0.00%	0.00%	0.43%
Stock Index Portfolio /10/	0.35%	0.02%	0.00%	0.00%	0.37%
Value Portfolio	0.40%	0.03%	0.00%	0.00%	0.43%
SP Aggressive Growth Asset Allocation Portfolio	0.05%	0.06%	0.00%	0.85%	0.96%
SP Balanced Asset Allocation Portfolio	0.05%	0.01%	0.00%	0.79%	0.85%
SP Conservative Asset Allocation Portfolio	0.05%	0.02%	0.00%	0.75%	0.82%
SP Davis Value Portfolio	0.75%	0.05%	0.00%	0.00%	0.80%
SP Growth Asset Allocation Portfolio	0.05%	0.01%	0.00%	0.83%	0.89%
SP International Growth Portfolio	0.85%	0.09%	0.00%	0.00%	0.94%
SP International Value Portfolio	0.90%	0.09%	0.00%	0.00%	0.99%
SP Mid Cap Growth Portfolio	0.80%	0.07%	0.00%	0.00%	0.87%
SP PIMCO High Yield Portfolio	0.60%	0.09%	0.00%	0.00%	0.69%

UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

(as a percentage of the average net assets of the underlying Portfolios)

For the year ended December 31, 2007

UNDERLYING PORTFOLIO	Management Fee /4/	Other Expenses	12b-1 Fees Portfolio	Acquired Portfolio Fees & Expenses /6/	Total Annual
SP PIMCO Total Return Portfolio	0.60%	0.07%	0.00%	0.00%	0.67%
SP Prudential U.S. Emerging Growth Portfolio	0.60%	0.05%	0.00%	0.00%	0.65%
SP Small Cap Value Portfolio	0.90%	0.06%	0.00%	0.00%	0.96%
SP Strategic Partners Focused Growth Portfolio	0.90%	0.25%	0.00%	0.00%	1.15%
Janus Aspen Series					
Large Cap Growth Portfolio--Service Shares	0.64%	0.02%	0.25%	0.01%	0.92%
Nationwide Variable Insurance Trust					
Gartmore NVIT Developing Markets	1.05%	0.35%	0.25%	N/A	1.65%
Evergreen Variable Annuity Trust /11/					
Evergreen VA Balanced	0.30%	0.22%	0.00%	0.02%	0.54%
Evergreen VA Fundamental Large Cap	0.58%	0.17%	0.00%	0.00%	0.75%
Evergreen VA Special Values	0.78%	0.18%	0.00%	0.01%	0.97%
Evergreen VA Growth	0.70%	0.20%	0.00%	0.01%	0.91%
Evergreen VA International Equity	0.39%	0.24%	0.00%	0.00%	0.63%
Evergreen VA Omega	0.52%	0.19%	0.00%	0.00%	0.71%

1 The Fund has entered into arrangements with the issuers of the variable insurance products offering the Portfolios under which the Fund compensates the issuers 0.10% for providing ongoing services to Portfolio shareholders in lieu of the Fund providing such services directly to shareholders. Amounts paid under these arrangements are included in "Other Expenses." Subject to the expense limitations set forth below, for each Portfolio of the Fund other than the Dynamic Asset Allocation Portfolios, 0.03% of the 0.10% administrative services fee is voluntarily waived. The Dynamic Asset Allocation Portfolios do not directly pay any portion of the 0.10% administrative service fee. The Acquired Portfolios in which the Dynamic Asset Allocation Portfolios invest, however, are subject to the administrative services fee. With respect to the AST QMA US Equity Alpha Portfolio, "Other Expenses" includes dividend expenses on short sales and interest expenses on short sales. Our reference above to the Dynamic Asset Allocation Portfolios refers to these portfolios: AST Aggressive Asset Allocation, AST Balanced Asset Allocation, AST Capital Growth Asset Allocation, AST Conservative Asset Allocation, and AST Preservation Asset Allocation.

2 Some of the Portfolios invest in other investment companies (the Acquired Portfolios). For example, each Dynamic Asset Allocation Portfolio invests primarily in shares of other Portfolios of Advanced Series Trust. Investors in a Portfolio indirectly bear the fees and expenses of the Acquired Portfolios. The expenses shown under "Acquired Portfolio Fees and Expenses" represent a weighted average of the expense ratios of the Acquired Portfolios in which each Portfolio invested during the year ended December 31, 2007. The Dynamic Asset Allocation Portfolios do not pay any transaction fees when purchasing or redeeming shares of the Acquired Portfolios. Our reference above to the Dynamic Asset Allocation Portfolios refers to these portfolios: AST Aggressive Asset Allocation, AST Balanced Asset Allocation, AST Capital Growth Asset Allocation, AST Conservative Asset Allocation, and AST Preservation Asset Allocation. 3 Prudential Investments LLC and AST Investment Services, Inc. have voluntarily agreed to waive a portion of their management fee and/or limit total expenses (expressed as an annual percentage of average daily net assets) for certain Portfolios of the Fund. These arrangements, which are set forth as follows, may be discontinued or otherwise modified at any time. AST American Century Strategic Allocation: 1.25%; AST Cohen & Steers Realty: 1.45%; AST DeAM Small-Cap Value: 1.14%; AST Goldman Sachs Concentrated Growth: 0.86%; AST Goldman Sachs Mid-Cap Growth: 1.12%; AST High Yield: 0.88%; AST JPMorgan International Equity: 1.01%; AST Large-Cap Value: 1.20%; AST Lord Abbett Bond-Debenture: 0.88%; AST MFS Global Equity: 1.18%; AST MFS Growth: 1.35%; AST Marsico Capital Growth: 1.35%; AST Mid-Cap Value: 1.45%; AST Neuberger Berman Mid-Cap Growth: 1.25%; AST Neuberger Berman Mid-Cap Value: 1.25%; AST PIMCO Limited Maturity Bond: 1.05%; AST T. Rowe Price Asset Allocation: 1.25%; AST T. Rowe Price Natural Resources: 1.35%.

4 The management fee rate shown in the "management fees" column represents the actual fee rate paid by the indicated Portfolio for the fiscal year ended December 31, 2007, except that the fee rate shown does not reflect the impact of any voluntary management fee waivers that may be applicable and which would result in a reduction in the fee rate paid by the Portfolio. The management fee rate for certain Portfolios may include "breakpoints" which are reduced fee rates that are applicable at specified levels of Portfolio assets; the effective fee rates shown in the table reflect and incorporate any fee "breakpoints" which may be applicable. 5 The Western Asset Core Plus Bond Portfolio is based on estimated expenses for 2008 and current period average daily net assets. AST Investment Grade Bond Portfolio expenses are based on estimated expenses for 2008 at an estimated asset level.

6 Acquired Fund Fees and Expenses are not fees or expenses incurred by the fund directly but are expenses of the investment companies in which the fund invests. You incur these fees and expenses indirectly through the valuation of the fund's investment in those investment companies. As a result, the Total Annual Portfolio Operating Expenses listed above may exceed the expense limit numbers. The impact of the acquired fund fees and expenses are included in the total returns of the Fund.

7 Investors incur certain fees and expenses in connection with an investment in the Fund's Portfolios. The following table shows the fees and expenses that you may incur if you invest in Class 1 shares of the Portfolios through a variable annuity contract. The fees and expenses shown below are based the fees and expenses incurred in the year ended December 31, 2007 (except as explained in the footnotes) and are expressed as a percentage of the average daily net assets of each Portfolio. The table does not include annuity contract charges. Because annuity contract charges are not included, the total fees and expenses that you will incur will be higher than the fees and expenses set forth in the following table. See this prospectus for the fees and expenses under the annuity contract.

SUMMARY OF CONTRACT EXPENSES continued

8 Some of the Portfolios invest in other investment companies (the Acquired Portfolios). For example, each SP Asset Allocation Portfolio invests in shares of other Portfolios of the Fund, and some Portfolios invest in other funds, including the Dryden Core Investment Fund. Investors in a Portfolio indirectly bear the fees and expenses of the Acquired Portfolios. The expenses shown in the column "Acquired Portfolio Fees and Expenses" represent a weighted average of the expense ratios of the Acquired Portfolios in which each Portfolio invested during the year ended December 31, 2007. The SP Asset Allocation Portfolios do not pay any transaction fees when purchasing or redeeming shares of the Acquired Portfolios. Each of the Asset Allocation Portfolios is responsible for the payment of its own "Other Expenses," including, without limitation, custodian fees, legal fees, trustee fees and audit fee, in accordance with the terms of the management agreement.

9 Prudential Investments LLC has voluntarily agreed to waive a portion of its management fee and/or limit total expenses (expressed as an annual percentage of average daily net assets) for certain Portfolios of the Fund. These arrangements, which are set forth as follows for Class 1 shares, may be discontinued or otherwise modified at any time.

Stock Index Portfolio:

0.75%; Value Portfolio: 0.75%; SP International Growth Portfolio: 1.24%; SP Mid Cap Growth Portfolio: 1.00%; SP Small Cap Value Portfolio: 1.05%; SP Strategic Partners Focused Growth Portfolio: 1.25%.

10 The Portfolio's contractual management fee rate is as follows: 0.35% for average net assets up to \$4 billion, and 0.30% for average net assets in excess of \$4 billion.

11 The Total Annual Portfolio Operating Expenses excludes expense reductions.

EXPENSE EXAMPLES

These examples are intended to help you compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include contract owner transaction expenses, contract fees, separate account annual expenses, and underlying mutual fund fees and expenses.

The examples assume that you invest \$10,000 in the contract for the time periods indicated. The examples also assume that your investment has a 5% return each year and assume the maximum fees and expenses of any of the mutual funds, which do not reflect any expense reimbursements or waivers. Although your actual costs may be higher or lower, based on these assumptions, your costs would be as indicated in the tables that follow.

Example 1a: Contract With Credit: Highest Daily Value Death Benefit; Guaranteed Minimum Income Benefit; Earnings Appreciator Benefit, Income Appreciator Benefit, and You Withdraw All Your Assets

This example assumes that:

- . You invest \$10,000 in the Contract With Credit;
- . You choose the Highest Daily Value Death Benefit;
- . You choose the Guaranteed Minimum Income Benefit (for contracts sold on or after January 20, 2004, or upon subsequent state approval);
- . You choose the Earnings Appreciator Benefit;
- . You choose the Income Appreciator Benefit;
- . You allocate all of your assets to the variable investment option having the maximum total operating expenses*;
- . The investment has a 5% return each year;
- . The mutual fund's total operating expenses remain the same each year;
- . For each separate account charge, we deduct the maximum charge rather than any current charge; and
- . You withdraw all your assets at the end of the indicated period.

* Note: Not all portfolios offered are available if you elect certain optional benefits.

Example 1b: Contract With Credit: Highest Daily Value Death Benefit, Guaranteed Minimum Income Benefit, Earnings Appreciator Benefit, Income Appreciator Benefit, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 1a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 2a: Contract Without Credit: Highest Daily Value Death Benefit, Guaranteed Minimum Income Benefit, Earnings Appreciator Benefit, Income Appreciator Benefit, and You Withdraw All Your Assets

This example makes exactly the same assumptions as Example 1a except that it assumes that you invest in the Contract Without Credit.

Example 2b: Contract Without Credit: Highest Daily Value Death Benefit, Guaranteed Minimum Income Benefit, Earnings Appreciator Benefit, Income Appreciator Benefit and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 2a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 3a: Contract With Credit: Base Death Benefit, and You Withdraw All Your Assets

This example assumes that:

- . You invest \$10,000 in the Contract With Credit;
-

- . You do not choose any optional insurance benefit;
- . You allocate all of your assets to the variable investment option having the maximum total operating expenses*;
- . The investment has a 5% return each year;
- . The mutual fund's total operating expenses remain the same each year;
- . For each separate account charge, we deduct the maximum charge rather than any current charge; and
- . You withdraw all your assets at the end of the indicated period.

* Note: Not all portfolios offered are available if you elect certain optional benefits.

Example 3b: Contract With Credit: Base Death Benefit, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 3a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Example 4a: Contract Without Credit: Base Death Benefit, and You Withdraw All Your Assets

This example makes exactly the same assumptions as Example 3a except that it assumes that you invest in the Contract Without Credit.

Example 4b: Contract Without Credit: Base Death Benefit, and You Do Not Withdraw Your Assets

This example makes exactly the same assumptions as Example 4a except that it assumes that you do not withdraw any of your assets at the end of the indicated period.

Notes For Expense Examples:

These examples should not be considered a representation of past or future expenses. Actual expenses may be greater or less than those shown.

Note that withdrawal charges (which are reflected in Examples 1a, 2a, 3a and 4a) are assessed in connection with some annuity options, but not others.

The values shown in the 10 year column are the same for Example 4a and 4b, the same for Example 3a and 3b, the same for Example 2a and 2b, and the same for Example 1a and 1b. This is because if 10 years have elapsed since your last Purchase Payment, we would no longer deduct withdrawal charges when you make a withdrawal. The indicated examples reflect the maximum withdrawal charges, but in certain states reduced withdrawal charges may apply for certain ages.

The examples use an average contract maintenance charge, which we calculated based on our general estimate of the total contract fees we expect to collect in 2008. Your actual fees will vary based on the amount of your contract and your specific allocation among the investment options.

Premium taxes are not reflected in the examples. We deduct a charge to approximate premium taxes that may be imposed on us in your state.

A table of accumulation unit values appears in Appendix A to this prospectus.

Contract With Credit: Highest Daily Value Death Benefit; Guaranteed Minimum Income Benefit; Earnings Appreciator Benefit; Income Appreciator Benefit

Example 1a: If You Withdraw Your Assets Example 1b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,323	\$2,455	\$3,482	\$5,579	\$571	\$1,703	\$2,824	\$5,579

EXPENSE EXAMPLES continued

Contract Without Credit: Highest Daily Value Death Benefit; Guaranteed Minimum Income Benefit; Earnings Appreciator Benefit; Income Appreciator Benefit

Example 2a: If You Withdraw Your Assets Example 2b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,197	\$2,080	\$2,955	\$5,293	\$539	\$1,610	\$2,673	\$5,293

Contract With Credit: Base Death Benefit

Example 3a: If You Withdraw Your Assets Example 3b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$1,114	\$1,854	\$2,523	\$3,879	\$362	\$1,102	\$1,865	\$3,879

Contract Without Credit: Base Death Benefit

Example 4a: If You Withdraw Your Assets Example 4b: If You Do Not Withdraw Your Assets

1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$996	\$1,500	\$2,027	\$3,640	\$338	\$1,030	\$1,745	\$3,640

PART II SECTIONS 1-11

STRATEGIC PARTNERS PLUS 3 PROSPECTUS

1: WHAT IS THE STRATEGIC PARTNERS PLUS 3 VARIABLE ANNUITY?

The Strategic Partners Plus 3 Variable Annuity is a contract between you, the owner, and US, Pruco Life Insurance Company (Pruco Life, we or us).

Under our contract, in exchange for your payment to us, we promise to pay you a guaranteed income stream that can begin any time on or after the third contract anniversary. Your annuity is in the accumulation phase until you decide to begin receiving annuity payments. The date you begin receiving annuity payments is the annuity date. On the annuity date, your contract switches to the income phase.

This annuity contract benefits from tax deferral when it is sold outside a tax-favored plan (generally called a non-qualified annuity). Tax deferral means that you are not taxed on earnings or appreciation on the assets in your contract until you withdraw money from your contract.

If you purchase the annuity contract in a tax-favored plan such as an IRA, that plan generally provides tax deferral even without investing in an annuity contract. In other words, you need not purchase this contract to gain the preferential tax treatment provided by your retirement plan. Therefore, before purchasing an annuity in a tax-favored plan, you should consider whether its features and benefits beyond tax deferral, including the death benefit and income benefits, meet your needs and goals. You should consider the relative features, benefits and costs of this annuity compared with any other investment that you may use in connection with your retirement plan or arrangement.

There are two basic versions of Strategic Partners Plus 3 variable annuity.

Contract With Credit.

- . provides for a bonus credit that we add to each Purchase Payment that you make,
- . has higher withdrawal charges and insurance and administrative costs than the Contract Without Credit,
- . may provide a lower interest rate for fixed interest rate options and the Market Value Adjustment Option than the Contract Without Credit, and
- . may provide fewer available market value adjustment guarantee periods than the Contract Without Credit.

Contract Without Credit.

- . does not provide a credit,
- . has lower withdrawal charges and insurance and administrative costs than the Contract With Credit,
- . may provide a higher interest rate for fixed interest rate options and the Market Value Adjustment Option than the Contract With Credit, and
- . may provide more market value adjustment guarantee periods than the Contract With Credit.

Unless we state otherwise, when we use the word contract, it applies to both versions.

In replacing another annuity you may own, please consider all charges associated with that annuity. Credits applicable to bonus products, such as the Contract With Credit, should not be viewed as an offset of any surrender charge that applies to another annuity contract you may currently own.

Because of the higher withdrawal charges, if you choose the Contract With Credit and you withdraw a Purchase Payment, depending upon the performance of the investment options you choose, you may be worse off than if you had chosen the Contract Without Credit. We do not recommend purchase of either version of Strategic Partners Plus 3 if you anticipate having to withdraw a significant amount of your Purchase Payments within a few years of making those Purchase Payments.

Strategic Partners Plus 3 is a variable annuity contract. During the accumulation phase, you can allocate your assets among the variable investment options, guaranteed fixed interest rate options and a market value adjustment option. If you select variable investment options, the

amount of money you are able to accumulate in your contract during the accumulation phase depends upon the investment performance of the underlying mutual fund(s) associated with that variable investment option.

Because the underlying mutual funds' portfolios fluctuate in value depending upon market conditions, your Contract Value can either increase or decrease. This is important, since the amount of the annuity payments you receive during the income phase depends upon the value of your contract at the time you begin receiving payments.

As the owner of the contract, you have all of the decision-making rights under the contract. You will also be the annuitant unless you designate someone else. The annuitant is the person whose life is used to determine how much and how long (if applicable) the annuity payments will continue once the annuity phase begins. On or after the annuity date, the annuitant may not be changed.

The beneficiary is the person(s) or entity you designate to receive any death benefit. You may change the beneficiary any time prior to the annuity date by making a written request to us.

SHORT TERM CANCELLATION RIGHT OR "FREE LOOK"

If you change your mind about owning Strategic Partners Plus 3, you may cancel your contract within 10 days after receiving it (or whatever period is required by applicable law). You can request a refund by returning the contract either to the representative who sold it to you, or to the Prudential Annuity Service Center at the address shown on the first page of this prospectus. You will receive, depending on applicable state law:

. Your full Purchase Payment, less any applicable federal and state income tax withholding; or

. The amount your contract is worth as of the day we receive your request, less any applicable federal and state income tax withholding. This amount may be more or less than your original payment. We impose neither a withdrawal charge nor any market value adjustment if you cancel your contract under this provision.

If you have purchased the Contract With Credit, we will deduct any credit we had added to your Contract Value. To the extent dictated by state law, we will include in your refund the amount of any fees and charges that we deducted.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE?

The contract gives you the choice of allocating your purchase payments to any of the variable investment options, fixed interest rate options, and a market value adjustment option.

The variable investment options invest in underlying mutual funds managed by leading investment advisers. These underlying mutual funds may sell their shares to both variable annuity and variable life separate accounts of different insurance companies, which could create the kinds of risks that are described in more detail in the current prospectus for the underlying mutual fund. The current prospectuses for the underlying mutual funds also contain other important information about the mutual funds. When you invest in a variable investment option that is funded by a mutual fund, you should read the mutual fund prospectus and keep it for future reference. The mutual fund options that you select are your choice. We do not recommend or endorse any particular underlying mutual fund.

VARIABLE INVESTMENT OPTIONS

The following chart classifies each of the portfolios based on our assessment of their investment style (as of the date of this prospectus). The chart also provides a description of each portfolio's investment objective and a short, summary description of their key policies to assist you in determining which portfolios may be of interest to you. What appears in the chart below is merely a summary - please consult the portfolio's

prospectus for a comprehensive discussion of the portfolio's investment policies. There is no guarantee that any portfolio will meet its investment objective. The name of the adviser/sub-adviser for each portfolio appears next to the description.

The Jennison Portfolio, Prudential Equity Portfolio, Prudential Global Portfolio, Prudential Money Market Portfolio, Prudential Stock Index Portfolio, Prudential Value Portfolio, and each "SP" Portfolio of the Prudential Series Fund, are managed by an indirect, wholly-owned subsidiary of Prudential Financial, Inc. called Prudential Investments LLC (PI) under a "manager-of-managers" approach. The portfolios of the Advanced Series Trust are co-managed by PI and AST Investment Services, Inc., also under a manager-of-managers approach. AST Investment Services, Inc. is an indirect, wholly-owned subsidiary of Prudential Financial, Inc.

Under the manager-of-managers approach, PI and AST Investment Services, Inc. have the ability to assign sub-advisers to manage specific portions of a portfolio, and the portion managed by a sub-adviser may vary from 0% to 100% of the portfolio's assets. The sub-advisers that manage some or all of a portfolio are listed on the following chart.

Please note that we restrict the investment options in which you can participate, if you elect certain optional benefits. Thus, your participation in those benefits could result in your missing investment opportunities that might arise in investment options from which you are excluded. (Of course, potentially missing investment opportunities in investment options in which you do not participate is an inherent consequence of any investment choice, and generally speaking, it is your decision as to how to invest your Purchase Payments).

A fund or portfolio may have a similar name or an investment objective and investment policies resembling those of a mutual fund managed by the same investment adviser that is sold directly to the public. Despite such similarities, there can be no assurance that the investment performance of any such fund or portfolio will resemble that of the publicly available mutual fund.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

Pruco Life has entered into agreements with certain underlying portfolios and/or the investment adviser or distributor of such portfolios. Pruco Life may provide administrative and support services to such portfolios pursuant to the terms of these agreements and under which it receives a fee of up to 0.55 % annually (as of May 1, 2008) of the average assets allocated to the portfolio under the contract. These agreements, including the fees paid and services provided, can vary for each underlying mutual fund whose portfolios are offered as sub-accounts.

In addition, an investment adviser, sub-adviser or distributor of the underlying portfolios may also compensate us by providing reimbursement, defraying the costs of, or paying directly for, among other things, marketing and/or administrative services and/or other services they provide in connection with the contract. These services may include, but are not limited to: sponsoring or co-sponsoring various promotional, educational or marketing meetings and seminars attended by distributors, wholesalers, and/or broker dealer firms' registered representatives, and creating marketing material discussing the contract, available options, and underlying portfolios. The amounts paid depend on the nature of the meetings, the number of meetings attended by the adviser, sub-adviser, or distributor, the number of participants and attendees at the meetings, the costs expected to be incurred, and the level of the adviser's, sub-adviser's or distributor's participation. These payments or reimbursements may not be offered by all advisers, sub-advisers, or distributors, and the amounts of such payments may vary between and among each adviser, sub-adviser, and distributor depending on their respective participation. During 2007, with regard to amounts that were paid under these kinds of arrangements, the amounts ranged from approximately \$750 to approximately \$946,934. These amounts may have been paid to one or more Prudential-affiliated insurers issuing individual variable annuities.

As detailed in the Prudential Series Fund prospectus, although the Prudential Money Market Portfolio is designed to be a stable investment option, it is possible to lose money in that portfolio. For example, when prevailing short-term interest rates are very low, the yield on the Prudential Money Market Portfolio may be so low that, when separate account and contract charges are deducted, you experience a negative return.

Upon the introduction of the Advanced Series Trust Asset Allocation Portfolios on December 5, 2005, we ceased offering the Prudential Series Fund Asset Allocation Portfolios to new purchasers and to existing contract owners who had not previously invested in those Portfolios. However, a contract owner who had Contract Value allocated to a Prudential Series Fund Asset Allocation Portfolio prior to December 5, 2005 may continue to allocate Purchase Payments to that Portfolio after that date. In addition, after December 5, 2005, we ceased offering the Prudential Series Fund SP Large Cap Value Portfolio to new purchasers and to existing contract owners who had not previously invested in that Portfolio. However, a contract owner who had Contract Value allocated to the SP Large Cap Value Portfolio prior to December 5, 2005 may continue to allocate Purchase Payments to that Portfolio after that date.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

ADVANCED SERIES TRUST

ASSET ALLOCA- TION/ BALANCED	AST Advanced Strategies Portfolio: seeks a high level of absolute return. The Portfolio invests primarily in a diversified portfolio of equity and fixed income securities across different investment categories and investment managers. The Portfolio pursues a combination of traditional and non-traditional investment strategies.	LSV Asset Management; Marsico Capital Management, LLC; Pacific Investment Management Company LLC (PIMCO); T. Rowe Price Associates, Inc.; William Blair & Company, LLC

ASSET ALLOCA- TION/ BALANCED	AST Aggressive Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 100% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 92.5% to 100%) and the remainder of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 0% - 7.5%).	AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC

LARGE CAP VALUE	AST AllianceBernstein Core Value Portfolio: seeks long-term capital growth by investing primarily in common stocks. The subadviser expects that the majority of the Portfolio's assets will be invested in the common stocks of large companies that appear to be undervalued. Among other things, the Portfolio seeks to identify compelling buying opportunities created when companies are undervalued on the basis of investor reactions to near-term problems or circumstances even though their long-term prospects remain sound. The subadviser seeks to identify individual companies with earnings growth potential that may not be recognized by the market at large.	AllianceBernstein L.P.

LARGE CAP VALUE	AST AllianceBernstein Growth & Income Portfolio: seeks long-term growth of capital and income while attempting to avoid excessive fluctuations in market value. The Portfolio normally will invest in common stocks (and securities convertible into common stocks). The subadviser will take a value-oriented approach, in that it will try to keep the Portfolio's assets invested in securities that are selling at reasonable valuations in relation to their fundamental business prospects.	AllianceBernstein L.P.

LARGE CAP VALUE	AST American Century Income & Growth Portfolio: seeks capital growth with current income as a secondary	American Century Investment Management, Inc.

objective. The Portfolio invests primarily in common stocks that offer potential for capital growth, and may, consistent with its investment objective, invest in stocks that offer potential for current income. The subadviser utilizes a quantitative management technique with a goal of building an equity portfolio that provides better returns than the S&P 500 Index without taking on significant additional risk and while attempting to create a dividend yield that will be greater than the S&P 500 Index.

ASSET AST American Century Strategic American Century
ALLOCA- Allocation Portfolio: seeks Investment
TION/ long-term capital growth with some Management, Inc.
BALANCED regular income. The Portfolio will
invest, under normal circumstances,
in any type of U.S. or foreign
equity security that meets certain
fundamental and technical standards.
The portfolio managers will draw on
growth, value and quantitative
investment techniques in managing
the equity portion of the Portfolio
and diversify the Portfolio's
investments among small, medium and
large companies.

ASSET AST Balanced Asset Allocation AST Investment
ALLOCA- Portfolio: seeks the highest Services, Inc. &
TION/ potential total return consistent Prudential
BALANCED with its specified level of risk Investments LLC/
tolerance. The Portfolio will invest Prudential
its assets in several other Advanced Investments LLC
Series Trust Portfolios. Under
normal market conditions, the
Portfolio will devote approximately
75% of its net assets to underlying
portfolios investing primarily in
equity securities (with a range of
67.5% to 80%), and 25% of its net
assets to underlying portfolios
investing primarily in debt
securities and money market
instruments (with a range of 20.0%
to 32.5%).

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO
ASSET ALLOCATION/ BALANCED	AST Capital Growth Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 65% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 57.5% to 72.5%, and 35% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 27.5% to 42.5%).	AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC
SPECIALTY	AST Cohen & Steers Realty Portfolio: seeks to maximize total return through investment in real estate securities. The Portfolio pursues its investment objective by investing, under normal circumstances, at least 80% of its net assets in common stocks and other equity securities issued by real estate companies, such as real estate investment trusts (REITs). Under normal circumstances, the Portfolio will invest substantially all of its assets in the equity securities of real estate companies, i.e., a company that derives at least 50% of its revenues from the ownership, construction, financing, management or sale of real estate or that has at least 50% of its assets in real estate. Real estate companies may include real estate investment trusts (REITs).	Cohen & Steers Capital Management, Inc.
ASSET ALLOCATION/ BALANCED	AST Conservative Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 55% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 47.5% to 62.5%), and 45% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 37.5% to 52.5%).	AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC
LARGE CAP VALUE	AST DeAM Large-Cap Value Portfolio: seeks maximum growth of capital by investing primarily in the value stocks of larger companies. The Portfolio pursues its objective, under normal market conditions, by primarily investing at least 80% of the value of its assets in the equity securities of large-sized companies included in the Russell 1000(R) Value Index. The subadviser	Deutsche Investment Management Americas, Inc.

employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 1000(R) Value Index, but which attempts to outperform the Russell 1000(R) Value Index through active stock selection.

SMALL AST DeAM Small-Cap Value Portfolio: Deutsche
CAP seeks maximum growth of investors' Investment
VALUE capital by investing primarily in Management
the value stocks of smaller Americas, Inc.
companies. The Portfolio pursues its
objective, under normal market
conditions, by primarily investing
at least 80% of its total assets in
the equity securities of small-sized
companies included in the Russell
2000(R) Value Index. The subadviser
employs an investment strategy
designed to maintain a portfolio of
equity securities which approximates
the market risk of those stocks
included in the Russell 2000(R)
Value Index, but which attempts to
outperform the Russell 2000(R) Value
Index.

SMALL AST Federated Aggressive Growth Federated Equity
CAP Portfolio: seeks capital growth. The Management
GROWTH Portfolio pursues its investment Company of
objective by investing primarily in Pennsylvania/
the stocks of small companies that Federated Global
are traded on national security Investment
exchanges, NASDAQ stock exchange and Management Corp.;
the over-the-counter-market. Small Federated MDTA
companies will be defined as LLC
companies with market
capitalizations similar to companies
in the Russell 2000 Growth Index.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

ASSET ALLOCA- TION/ BALANCED	AST First Trust Balanced Target Portfolio: seeks long-term capital growth balanced by current income. The Portfolio seeks to achieve its objective by investing approximately 65% in common stocks and approximately 35% in fixed income securities. The Portfolio allocates the equity portion of the portfolio across five uniquely specialized strategies - The Dow(R) Target Dividend, the Value Line(R) Target 25, the Global Dividend Target 15, the NYSE(R) International Target 25, and the Target Small Cap. Each strategy employs a quantitative approach by screening common stocks for certain attributes and/or using a multi-factor scoring system to select the common stocks. The fixed income allocation is determined by the Dow Jones Income strategy which utilizes certain screens to select bonds from the Dow Jones Corporate Bond Index or like-bonds not in the index.	First Trust Advisors L.P.

ASSET ALLOCA- TION/ BALANCED	AST First Trust Capital Appreciation Target Portfolio: seeks long-term capital growth. The Portfolio seeks to achieve its objective by investing approximately 80% in common stocks and 20% in fixed income securities. The portfolio allocates the equity portion of the portfolio across five uniquely specialized strategies - the Value Line(R) Target 25, the Global Dividend Target 15, the Target Small Cap, the Nasdaq(R) Target 15, and the NYSE(R) International Target 25. Each strategy employs a quantitative approach by screening common stocks for certain attributes and/or using a multi-factor scoring system to select the common stocks. The fixed income allocation is determined by the Dow Jones Income strategy which utilizes certain screens to select bonds from the Dow Jones Corporate Bond Index or like-bonds not in the index.	First Trust Advisors L.P.

LARGE CAP GROWTH	AST Goldman Sachs Concentrated Growth Portfolio: seeks long-term growth of capital. The Portfolio will pursue its objective by investing primarily in equity securities of companies that the subadviser believes have the potential to achieve capital appreciation over the long-term. The Portfolio seeks to achieve its investment objective by investing, under normal circumstances, in approximately 30 - 45 companies that are considered by the subadviser to be positioned for long-term growth.	Goldman Sachs Asset Management, L.P.

MID CAP GROWTH	AST Goldman Sachs Mid-Cap Growth Portfolio: seeks long-term capital growth. The Portfolio pursues its investment objective, by investing	Goldman Sachs Asset Management, L.P.

primarily in equity securities selected for their growth potential, and normally invests at least 80% of the value of its assets in medium-sized companies. Medium-sized companies are those whose market capitalizations (measured at the time of investment) fall within the range of companies in the Russell Mid-cap Growth Index. The subadviser seeks to identify individual companies with earnings growth potential that may not be recognized by the market at large.

FIXED INCOME	AST High Yield Portfolio: seeks maximum total return, consistent with preservation of capital and prudent investment management. The Portfolio invests, under normal circumstances, at least 80% of its net assets plus any borrowings for investment purposes (measured at time of purchase) in high yield, fixed-income securities that, at the time of purchase, are non-investment grade securities. Such securities are commonly referred to as "junk bonds".	Pacific Investment Management Company LLC (PIMCO)

FIXED INCOME	AST Investment Grade Bond Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance to meet the parameters established to support the Highest Daily Lifetime Seven benefits and maintain liquidity to support changes in market conditions for a fixed duration (weighted average maturity) of about 6 years. Please note that you may not make purchase payments to this Portfolio, and that this Portfolio is available only with certain living benefits.	Prudential Investment Management, Inc.

INTER- NATIONAL EQUITY	AST JPMorgan International Equity Portfolio: seeks long-term capital growth by investing in a diversified portfolio of international equity securities. The Portfolio seeks to meet its objective by investing, under normal market conditions, at least 80% of its assets in a diversified portfolio of equity securities of companies located or operating in developed non-U.S. countries and emerging markets of the world. The equity securities will ordinarily be traded on a recognized foreign securities exchange or traded in a foreign over-the-counter market in the country where the issuer is principally based, but may also be traded in other countries including the United States.	J.P. Morgan Investment Management, Inc.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

LARGE CAP VALUE	AST Large-Cap Value Portfolio: seeks current income and long-term growth of income, as well as capital appreciation. The Portfolio invests, under normal circumstances, at least 80% of its net assets in common stocks of large capitalization companies. Large capitalization companies are those companies with market capitalizations within the market capitalization range of the Russell 1000 Value Index.	Dreman Value Management LLC; Hotchkis and Wiley Capital Management LLC; J.P. Morgan Investment Management, Inc.

FIXED INCOME	AST Lord Abbett Bond-Debenture Portfolio: seeks high current income and the opportunity for capital appreciation to produce a high total return. The Portfolio invests, under normal circumstances, at least 80% of the value of its assets in fixed income securities. The Portfolio allocates its assets principally among fixed income securities in four market sectors: U.S. investment grade securities, U.S. high yield securities, foreign securities (including emerging market securities) and convertible securities. Under normal circumstances, the Portfolio invests in each of the four sectors described above. However, the Portfolio may invest substantially all of its assets in any one sector at any time, subject to the limitation that at least 20% of the Portfolio's net assets must be invested in any combination of investment grade debt securities, U.S. Government securities and cash equivalents. The Portfolio may also make significant investments in mortgage-backed securities. Although the Portfolio expects to maintain a weighted average maturity in the range of five to twelve years, there are no restrictions on the overall Portfolio or on individual securities. The Portfolio may invest up to 20% of its net assets in equity securities.	Lord, Abbett & Co. LLC

LARGE CAP GROWTH	AST Marsico Capital Growth Portfolio: seeks capital growth. Income realization is not an investment objective and any income realized on the Portfolio's investments, therefore, will be incidental to the Portfolio's objective. The Portfolio will pursue its objective by investing primarily in common stocks of large companies that are selected for their growth potential. Large capitalization companies are companies with market capitalizations within the market capitalization range of the Russell 1000 Growth Index. In selecting investments for the Portfolio, the subadviser uses an approach that combines "top down" macroeconomic analysis with "bottom up" stock selection. The "top down" approach	Marsico Capital Management, LLC

identifies sectors, industries and companies that may benefit from the trends the subadviser has observed. The subadviser then looks for individual companies with earnings growth potential that may not be recognized by the market at large, utilizing a "bottom up" stock selection process. The Portfolio will normally hold a core position of between 35 and 50 common stocks. The Portfolio may hold a limited number of additional common stocks at times when the Portfolio manager is accumulating new positions, phasing out existing or responding to exceptional market conditions.

INTER- NATIONAL EQUITY	AST MFS Global Equity Portfolio: seeks capital growth. Under normal circumstances the Portfolio invests at least 80% of its assets in equity securities. The Portfolio will invest in the securities of U.S. and foreign issuers (including issuers in emerging market countries). While the portfolio may invest its assets in companies of any size, the Portfolio generally focuses on companies with relatively large market capitalizations relative to the markets in which they are traded.	Massachusetts Financial Services Company

LARGE CAP GROWTH	AST MFS Growth Portfolio: seeks long-term capital growth and future, rather than current income. Under normal market conditions, the Portfolio invests at least 80% of its net assets in common stocks and related securities, such as preferred stocks, convertible securities and depositary receipts, of companies that the subadviser believes offer better than average prospects for long-term growth. The subadviser uses a "bottom up" as opposed to a "top down" investment style in managing the Portfolio.	Massachusetts Financial Services Company

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

MID CAP VALUE	AST Mid Cap Value Portfolio: seeks to provide capital growth by investing primarily in mid-capitalization stocks that appear to be undervalued. The Portfolio generally invests, under normal circumstances, at least 80% of the value of its net assets in mid-capitalization companies. Mid-capitalization companies are generally those that have market capitalizations, at the time of purchase, within the market capitalization range of companies included in the Russell Midcap Value Index during the previous 12-months based on month-end data.	Earnest Partners LLC; Wedge Capital Management, LLP

MID CAP GROWTH	AST Neuberger Berman Mid-Cap Growth Portfolio: seeks capital growth. Under normal market conditions, the Portfolio invests at least 80% of its net assets in the common stocks of mid-capitalization companies. Mid-capitalization companies are those companies whose market capitalization is within the range of market capitalizations of companies in the Russell Midcap(R) Growth Index. Using fundamental research and quantitative analysis, the subadviser looks for fast-growing companies that are in new or rapidly evolving industries.	Neuberger Berman Management Inc.

MID CAP VALUE	AST Neuberger Berman Mid-Cap Value Portfolio: seeks capital growth. Under normal market conditions, the Portfolio invests at least 80% of its net assets in the common stocks of medium capitalization companies. For purposes of the Portfolio, companies with market capitalizations that fall within the range of the Russell Midcap(R) Index at the time of investment are considered medium capitalization companies. Some of the Portfolio's assets may be invested in the securities of large-cap companies as well as in small-cap companies. Under the Portfolio's value-oriented investment approach, the subadviser looks for well-managed companies whose stock prices are undervalued and that may rise in price before other investors realize their worth.	Neuberger Berman Management Inc.

SMALL CAP GROWTH	AST Neuberger Berman Small-Cap Growth Portfolio: seeks maximum growth of investors' capital from a portfolio of growth stocks of smaller companies. The Portfolio pursues its objective, under normal circumstances, by primarily investing at least 80% of its total assets in the equity securities of small-sized companies included in the Russell 2000 Growth(R) Index.	Neuberger Berman Management Inc.

ASSET ALLOCA- TION/	AST Niemann Capital Growth Asset Allocation Portfolio: seeks the highest potential total return	Niemann Capital Management Inc.

GROWTH consistent with its specified level of risk tolerance. Under normal circumstances, at least 90% of the Portfolio's assets will be invested in other portfolios of Advanced Series Trust (the underlying portfolios) while no more than 10% of the Portfolio's assets may be invested in exchange traded funds (ETFs). Under normal market conditions, the Portfolio will devote from 60% to 80% of its net assets to underlying portfolios and ETFs investing primarily in equity securities, and from 20% to 40% of its net assets to underlying portfolios and ETFs investing primarily in debt securities and money market instruments.

FIXED INCOME AST PIMCO Limited Maturity Bond Portfolio: seeks to maximize total return consistent with preservation of capital and prudent investment management. The Portfolio will invest in a portfolio of fixed-income investment instruments of varying maturities. The average portfolio duration of the Portfolio generally will vary within a one- to three- year time frame based on the subadviser's forecast for interest rates. Pacific Investment Management Company LLC (PIMCO)

ASSET ALLOCATION/ BALANCED AST Preservation Asset Allocation Portfolio: seeks the highest potential total return consistent with its specified level of risk tolerance. The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote approximately 35% of its net assets to underlying portfolios investing primarily in equity securities (with a range of 27.5% to 42.5%), and 65% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments (with a range of 57.5% to 72.5%). AST Investment Services, Inc. & Prudential Investments LLC/ Prudential Investments LLC

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

LARGE CAP BLEND	AST QMA US Equity Portfolio (formerly known as AST AllianceBernstein Managed Index 500	Quantitative Management Associates LLC

Portfolio): seeks to produce returns that exceed those of the benchmark. The portfolio utilizes a long/short investment strategy and will normally invest at least 80% of its net assets plus borrowings in equity and equity related securities of issuers traded on a securities exchange or market in the US. The benchmark index is the Russell 1000(R) which is comprised of stocks representing more than 90% of the market cap of the US market and includes the largest 1000 securities in the Russell 3000(R) index.

SMALL CAP GROWTH	AST Small-Cap Growth Portfolio: seeks long-term capital growth. The Portfolio pursues its objective by investing, under normal circumstances, at least 80% of the value of its assets in small-capitalization companies. Small-capitalization companies are those companies with a market capitalization, at the time of purchase, no larger than the largest capitalized company included in the Russell 2000(R) Index at the time of the Portfolio's investment.	Eagle Asset Management; Neuberger Berman Management Inc.

SMALL CAP VALUE	AST Small-Cap Value Portfolio: seeks to provide long-term capital growth by investing primarily in small-capitalization stocks that appear to be undervalued. The Portfolio invests, under normal circumstances, at least 80% of the value of its net assets in small capitalization stocks. Small capitalization stocks are the stocks of companies with market capitalization that are within the market capitalization range of the Russell 2000(R) Value Index.	ClearBridge Advisors, LLC; Dreman Value Management LLC; J.P. Morgan Investment Management, Inc.; Lee Munder Investments, Ltd

ASSET ALLOCA- TION/ BALANCED	AST T. Rowe Price Asset Allocation Portfolio: seeks a high level of total return by investing primarily in a diversified portfolio of fixed income and equity securities. The Portfolio normally invests approximately 60% of its total assets in equity securities and 40% in fixed income securities. This mix may vary depending on the subadviser's outlook for the markets. The subadviser concentrates common stock investments in larger, more established companies, but the Portfolio may include small and medium-sized companies with good growth prospects. The fixed income portion of the Portfolio will be allocated among investment grade securities, high yield or "junk" bonds, emerging market securities, foreign high quality debt securities and cash reserves.	T. Rowe Price Associates, Inc.

FIXED INCOME AST T. Rowe Price Global Bond Portfolio: seeks to provide high current income and capital growth by investing in high-quality foreign and U.S. dollar-denominated bonds. The Portfolio will invest at least 80% of its total assets in fixed income securities. The Portfolio invests in all types of bonds, including those issued or guaranteed by U.S. or foreign governments or their agencies and by foreign authorities, provinces and municipalities as well as investment grade corporate bonds, mortgage and asset-backed securities, and high-yield bonds of U.S. and foreign issuers. The Portfolio generally invests in countries where the combination of fixed-income returns and currency exchange rates appears attractive, or, if the currency trend is unfavorable, where the subadviser believes that the currency risk can be minimized through hedging. The Portfolio may also invest up to 20% of its assets in the aggregate in below investment-grade, high-risk bonds ("junk bonds"). In addition, the Portfolio may invest up to 30% of its assets in mortgage-related (including mortgage dollar rolls and derivatives, such as collateralized mortgage obligations and stripped mortgage securities) and asset-backed securities.	T. Rowe Price International, Inc.

LARGE CAP GROWTH AST T. Rowe Price Large-Cap Growth Portfolio: seeks long-term growth of capital by investing predominantly in the equity securities of a limited number of large, carefully selected, high-quality U.S. companies that are judged likely to achieve superior earnings growth. The Portfolio takes a growth approach to investment selection and normally invests at least 80% of its net assets in the common stocks of large companies. Large companies are defined as those whose market cap is larger than the median market cap of companies in the Russell 1000 Growth Index as of the time of purchase.	T. Rowe Price Associates, Inc.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

SPECIALTY AST T. Rowe Price Natural Resources T. Rowe Price Associates, Inc.
 Portfolio: seeks long-term capital growth primarily through the common stocks of companies that own or develop natural resources (such as energy products, precious metals and forest products) and other basic commodities. The Portfolio invests, under normal circumstances, at least 80% of the value of its assets in natural resource companies. The Portfolio may also invest in non-resource companies with the potential for growth. The Portfolio looks for companies that have the ability to expand production, to maintain superior exploration programs and production facilities, and the potential to accumulate new resources. Although at least 50% of Portfolio assets will be invested in U.S. securities, up to 50% of total assets also may be invested in foreign securities.

ASSET ALLOCATION/BALANCED AST UBS Dynamic Alpha Portfolio: seeks to maximize total return, consisting of capital appreciation and current income. The Portfolio invests in securities and financial instruments to gain exposure to global equity, global fixed income and cash equivalent markets, including global currencies. The Portfolio may invest in equity and fixed income securities of issuers located within and outside the United States or in open-end investment companies advised by UBS Global Asset Management (Americas) Inc., the Portfolio's subadvisor, to gain exposure to certain global equity and global fixed income markets.

FIXED INCOME AST Western Asset Core Plus Bond Portfolio: seeks to maximize total return, consistent with prudent investment management and liquidity needs, by investing to obtain its average specified duration. The Portfolio's current target average duration is generally 2.5 to 7 years. The Portfolio pursues this objective by investing in all major fixed income sectors with a bias towards non-Treasuries.

THE PRUDENTIAL SERIES FUND

LARGE CAP BLEND Equity Portfolio: seeks long-term growth of capital. The Portfolio invests at least 80% of its investable assets in common stocks of major established corporations as well as smaller companies that the subadvisers believe offer attractive prospects of appreciation.

INTERNATIONAL EQUITY Global Portfolio: seeks long-term growth of capital. The Portfolio invests primarily in common stocks (and their equivalents) of foreign

LSV Asset Management ; Marsico Capital Management, LLC;

and U.S. companies. Each subadviser T. Rowe Price for the Portfolio generally will use Associates, Inc. ; either a "growth" approach or a William Blair & "value" approach in selecting either Company, LLC foreign or U.S. common stocks.

LARGE Jennison Portfolio: seeks long-term growth of capital. The Portfolio
CAP growth of capital. The Portfolio
GROWTH invests primarily in equity securities of major, established corporations that the subadviser believes offer above-average growth prospects. The Portfolio may invest up to 30% of its total assets in foreign securities. Stocks are selected on a company-by-company basis using fundamental analysis. Normally 65% of the Portfolio's total assets are invested in equity and equity- related securities of companies with capitalization in excess of \$1 billion.

FIXED Money Market Portfolio: seeks maximum current income consistent with the stability of capital and the maintenance of liquidity. The
INCOME maximum current income consistent Investment Management, Inc. Portfolio invests in high-quality short-term money market instruments issued by the U.S. Government or its agencies, as well as by corporations and banks, both domestic and foreign. The Portfolio will invest only in instruments that mature in thirteen months or less, and which are denominated in U.S. dollars.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

ASSET ALLOCA- TION/ BALANCED	SP Aggressive Growth Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed-income Underlying Portfolios.	Prudential Investments LLC

ASSET ALLOCA- TION/ BALANCED	SP Balanced Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). The Portfolio will invest in equity and fixed-income Underlying Portfolios.	Prudential Investments LLC

ASSET ALLOCA- TION/ BALANCED	SP Conservative Asset Allocation Portfolio: seeks to obtain the highest potential total return consistent with the specified level of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on fixed-income Underlying Portfolios but will also invest in equity Underlying Portfolios.	Prudential Investments LLC

LARGE CAP VALUE	SP Davis Value Portfolio: seeks growth of capital. The Portfolio invests primarily in common stocks of U.S. companies with market capitalizations within the market capitalization range of the Russell 1000 Value Index. It may also invest in stocks of foreign companies and U.S. companies with smaller capitalizations. The subadviser attempts to select common stocks of businesses that possess characteristics that the subadviser believe foster the creation of long-term value, such as proven management, a durable franchise and business model, and sustainable competitive advantages. The subadviser aims to invest in such businesses when they are trading at a discount to their intrinsic worth.	Davis Selected Advisers, L.P.

There is a risk that "value" stocks can perform differently from the market as a whole and other types of stocks and can continue to be undervalued by the markets for long periods of time.

ASSET	SP Growth Asset Allocation	Prudential
ALLOCA-	Portfolio: seeks to obtain the	Investments LLC
TION/	highest potential total return	
BALANCED	consistent with the specified level	

of risk tolerance. The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST), and the AST International Value Portfolio of AST (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed- income Underlying Portfolios.

INTER-	SP International Growth Portfolio:	Marsico Capital
NATIONAL	seeks long-term capital	Management, LLC;
EQUITY	appreciation. The Portfolio invests	William Blair &
	primarily in equity-related	Company, LLC.

securities of foreign issuers. The Portfolio invests primarily in the common stock of large and medium-sized foreign companies, although it may also invest in companies of all sizes. Under normal circumstances, the Portfolio invests at least 65% of its total assets in common stock of foreign companies operating or based in at least five different countries, which may include countries with emerging markets. The Portfolio looks primarily for stocks of companies whose earnings are growing at a faster rate than other companies or which offer attractive growth potential.

INTER-	SP International Value Portfolio:	LSV Asset
NATIONAL	seeks long-term capital	Management;
EQUITY	appreciation. The Portfolio normally	Thornburg
	invests at least 80% of the	Investment
	Portfolio's assets in equity	Management, Inc.

securities. The Portfolio will invest at least 65% of its net assets in the equity securities of companies in at least three different countries, without limit as to the amount of assets that may be invested in a single country.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

MID CAP GROWTH	SP Mid Cap Growth Portfolio: seeks long-term growth of capital. The Portfolio normally invests at least 80% of investable assets in common stocks and related securities, such as preferred stocks, convertible securities and depositary receipts of companies with medium market capitalizations, which the subadviser believes have above-average growth potential. The Portfolio generally defines medium market capitalization companies as those companies with market capitalizations within the market capitalization range of the Russell Mid Cap Growth(R) Index. The Portfolio's investments may include securities listed on a securities exchange or traded in the over-the-counter markets. The subadviser uses a bottom-up and top-down analysis in managing the Portfolio. This means that securities are selected based upon fundamental analysis, as well as a top-down approach to diversification by industry and company, and by paying attention to macro-level investment themes. The Portfolio may invest in foreign securities (including emerging markets securities).	Neuberger Berman Management Inc.

FIXED INCOME	SP PIMCO High Yield Portfolio: seeks to maximize total return consistent with preservation of capital and prudent investment management. The Portfolio normally invests at least 80% of its investable assets in a diversified portfolio of high-yield/high-risk debt securities rated below high grade but rated at least CCC by Moody's Investor Services, Inc. or equivalently rated by Standard & Poor's Rating Group or fitch, or, if unrated, determined by the subadviser to be of comparable quality.	Pacific Investment Management Company LLC (PIMCO)

FIXED INCOME	SP PIMCO Total Return Portfolio: seeks to maximize total return consistent with preservation of capital and prudent investment management. The Portfolio will invest in a diversified portfolio of fixed-income investment instruments of varying maturities.	Pacific Investment Management Company LLC (PIMCO)

MID CAP GROWTH	SP Prudential U.S. Emerging Growth Portfolio: seeks long-term capital appreciation. The Portfolio normally invests at least 80% of investable assets in equity securities of small and medium sized U.S. companies that the subadviser believes have the potential for above-average earnings growth. The subadviser seeks to invest in companies that it believes are poised to benefit from an acceleration of growth or an inflection point in a company's growth rate that is not currently	Jennison Associates LLC

reflected in the stock price. The team uses a research-intensive approach based on internally generated fundamental research.

SMALL CAP VALUE SP Small-Cap Value Portfolio: seeks long-term capital appreciation. The Portfolio normally invests at least 80% its net assets plus borrowings for investment purposes in the equity securities of small capitalization companies. The Portfolio generally defines small capitalization companies as those companies with market capitalization within the market capitalization range of the Russell 2000 Value Index. The Portfolio focuses on equity securities that are believed to be undervalued in the marketplace.

LARGE CAP GROWTH SP Strategic Partners Focused Growth Portfolio: seeks long-term growth of capital. The Portfolio normally invests at least 65% of total assets in equity-related securities of U.S. companies that the subadvisers believe to have strong capital appreciation potential. The Portfolio's strategy is to combine the efforts of two subadvisers and to invest in the favorite stock selection ideas of three portfolio managers (two of whom invest as a team). Each subadviser to the Portfolio utilizes a growth style: Jennison selects approximately 20 securities and AllianceBernstein selects approximately 30 securities. The portfolio managers build a portfolio with stocks in which they have the highest confidence and may invest more than 5% of the Portfolio's assets in any one issuer. The Portfolio is nondiversified, meaning it can invest a relatively high percentage of its assets in a small number of issuers. Investing in a nondiversified portfolio, particularly a portfolio investing in approximately 50 equity-related securities, involves greater risk than investing in a diversified portfolio because a loss resulting from the decline in the value of one security may represent a greater portion of the total assets of a nondiversified portfolio.

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

LARGE CAP BLEND	Stock Index Portfolio: seeks investment results that generally correspond to the performance of publicly-traded common stocks. With the price and yield performance of the Standard & Poor's 500 Composite Stock Price Index (S&P 500) as the benchmark, the Portfolio normally invests at least 80% of investable assets in S&P 500 stocks. The S&P 500 represents more than 70% of the total market value of all publicly-traded common stocks and is widely viewed as representative of publicly-traded common stocks as a whole. The Portfolio is not "managed" in the traditional sense of using market and economic analyses to select stocks. Rather, the portfolio manager purchases stocks in proportion to their weighting in the S&P 500.	Quantitative Management Associates LLC

LARGE CAP VALUE	Value Portfolio: seeks capital appreciation. The Portfolio invests primarily in common stocks that the subadviser believes are undervalued - those stocks that are trading below their underlying asset value, cash generating ability and overall earnings and earnings growth. There is a risk that "value" stocks can perform differently from the market as a whole and other types of stocks and can continue to be undervalued by the markets for long periods of time. Normally at least 65% of the Portfolio's total assets is invested in the common stock and convertible securities of companies that the subadviser believes will provide investment returns above those of the Russell 1000(R) Value Index and, over the long term, the S&P 500 Index. Most of the investments will be securities of large capitalization companies. The Portfolio may invest up to 25% of its total assets in real estate investment trusts (REITs) and up to 30% of its total assets in foreign securities.	Jennison Associates LLC

NATIONWIDE VARIABLE INSURANCE TRUST

INTER- NATIONAL EQUITY	Gartmore NVIT Developing Markets Fund: seeks long-term capital appreciation, under normal conditions by investing at least 80% of the value of its net assets in equity securities of companies of any size based in the world's developing market countries. Under normal market conditions, investments are maintained in at least six countries at all times with no more than 35% of the value of its net assets invested in securities of any one country.	NWD Management & Research Trust/ Gartmore Global Partners

JANUS ASPEN SERIES

LARGE	Janus Aspen Series: Large Cap Growth	Janus Capital

GROWTH long-term growth of capital in a manner consistent with the preservation of capital. The Portfolio invests under normal circumstances, at least 80% of its net assets in common stocks of large-sized companies. Large-sized companies are those whose market capitalizations fall within the range of companies in the Russell 1000(R) Index at the time of purchase. The portfolio managers apply a "bottom up" approach in choosing investments. In other words, the portfolio managers look at companies one at a time to determine if a company is an attractive investment opportunity and if it is consistent with the Portfolio's investment policies. If the portfolio managers are unable to find such investments, the Portfolio's uninvested assets may be held in cash or similar investments, subject to the Portfolio's specific investment policies.

Within the parameters of its specific investment policies, the Portfolio may invest in foreign equity and debt securities, which may include investments in emerging markets.

The Portfolio may also lend portfolio securities on a short-term or long-term basis, up to one-third of its total assets.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

EVERGREEN VARIABLE ANNUITY TRUST

ASSET ALLOCA- TION/ BALANCED	Evergreen VA Balanced: seeks capital growth and current income. The Portfolio invests in a portfolio of equity and debt securities chosen for the potential for current income and capital growth. The proportion of the Fund's assets invested in fixed income and equity securities will change based on the portfolio manager's assessment of economic conditions and investment opportunities. The Portfolio normally invests at least 25% of its assets in fixed income securities. The equity portion of the Portfolio may include principally common and preferred stocks of U.S. companies across a broad range of market capitalizations, but will generally maintain a dollar-weighted average market capitalization within the market capitalization range tracked by the Russell 1000 Index. The Portfolio's manager will seek out companies that she believes have strong fundamental attributes and growth prospects with valuations that leave ample room for capital appreciation. The Portfolio's fixed income investments may include U.S. government securities, corporate bonds, convertible bonds, mortgage-backed securities, asset-backed securities, collateralized mortgage obligations (CMOs) and other income producing securities. The Portfolio may invest without limit in securities rated below investment grade (or unrated securities determined by the portfolio manager to be of comparable quality). The Fund may, but will not necessarily, use a variety of derivative instruments, such as structured notes, futures and options, and swaps agreements, as an alternative to investments directly in income-producing securities or to manage risk. The Portfolio may also, but will not necessarily, enter into foreign currency exchange contracts to hedge against adverse changes in currency exchange rates related to non-US dollar denominated holdings. The Portfolio can invest up to 25% of its assets in foreign equity and fixed income securities.	Evergreen Investment Management Company, LLC

LARGE CAP VALUE	Evergreen VA Fundamental Large Cap: seeks capital growth with the potential for current income. The Portfolio invests, under normal conditions, at least 80% of its assets in common stocks of large U.S. companies (i.e., companies whose market capitalizations fall within the market capitalization range of the companies tracked by the Russell 1000(R) Index, measured at the time of purchase). The	Evergreen Investment Management Company, LLC

Portfolio earns current income from dividends paid on equity securities and may seek additional income primarily by investing up to 20% of its assets in convertible bonds, including below investment grade bonds, and convertible preferred stocks of any quality. The Portfolio may invest up to 20% of its assets in foreign securities. The Portfolio's stock selection is based on a diversified style of equity management that allows the Portfolio to invest in both value- and growth-oriented equity securities. "Value" securities are securities which the Portfolio's manager believes are currently undervalued in the marketplace. "Growth" stocks are stocks of companies which the Portfolio's manager believes have anticipated earnings ranging from steady to accelerated growth. The Portfolio's manager utilizes an intrinsic value approach to look for companies that he believes are temporarily undervalued in the marketplace, sell at a discount to their private market values and display certain characteristics such as earning a high return on premium to cost of capital or a sustainable competitive advantage in their industry.

SMALL	Evergreen VA Growth: seeks long-term	Evergreen
CAP	capital growth. The Portfolio	Investment
GROWTH	invests at least 75% of its assets	Management
	in common stocks of small- and	Company, LLC
	medium-sized companies (i.e.,	
	companies whose market	
	capitalizations fall within the	
	market capitalization range of the	
	companies tracked by the Russell	
	2000(R) Growth Index, measured at	
	the time of purchase). The remaining	
	portion of the Portfolio's assets	
	may be invested in companies of any	
	size. The Portfolio's managers	
	employ a growth-style of equity	
	management and will generally seek	
	to purchase stocks of companies that	
	have demonstrated earnings growth	
	potential which they believe is not	
	yet reflected in the stock's market	
	price. The Portfolio's managers	
	consider potential earnings growth	
	above the average earnings growth of	
	companies included in the Russell	
	2000(R) Growth Index as a key factor	
	in selecting investments.	

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES ADVISOR/ SUB-ADVISOR	PORTFOLIO

INTER- NATIONAL EQUITY	Evergreen VA International Equity: seeks long-term capital growth and secondarily, modest income. The Portfolio will normally invest at least 80% of its assets in equity securities issued by , in the manager's opinion, established and quality non-U.S. companies located in countries with developed markets. The Portfolio may purchase securities across all market capitalizations. The Portfolio normally invests at least 65% of its assets in securities of companies in at least three countries (other than the U.S.). The Portfolio may also invest in emerging markets. The Portfolio's managers seek both growth and value opportunities For growth investments, the Portfolio's manager seeks, among other things, good business models, good management and growth in cash flows. For value investments, the Portfolio's manager seeks, among other things, companies that are undervalued in the marketplace compared to their assets. The Portfolio normally intends to seek modest income from dividends paid by its equity holdings. Other than cash and cash equivalents, the Portfolio intends to invest substantially all of its assets in the securities of non-U.S. issuers.	Evergreen Investment Management Company, LLC

SPECIALTY	Evergreen VA Omega: seeks long-term capital growth. The Portfolio invests primarily, and under normal conditions substantially all of its assets, in common stocks of U.S. companies across any market capitalizations. The Portfolio's manager employs a growth style of equity management that seeks to emphasizes companies with cash flow growth, sustainable competitive advantages, returns on invested capital above their cost of capital and the ability to manage for profitable growth that can create long-term value for shareholders.	Evergreen Investment Management Company, LLC

SMALL CAP VALUE	Evergreen VA Special Values: seeks capital growth in the value of its shares. The Portfolio normally invests at least 80% of its assets in common stocks of small U.S. companies (i.e. companies whose market capitalizations fall within the market capitalization range of the companies tracked by the Russell 2000(R) Index, measured at the time of purchase). The remaining 20% of the Portfolio's assets may be represented by cash or invested in various cash equivalents or common stocks of any market capitalization. The Portfolio's manager seeks to limit the investment risk of small company investing by seeking stocks that trade below what the manager considers their intrinsic value. The	Evergreen Investment Management Company, LLC

Portfolio's manager looks specifically for various growth triggers, or catalysts, that will bring the stock's price into line with its actual or potential value, such as new products, new management, changes in regulation and/or restructuring potential.

"Dow Jones Industrial Average/SM/", "DJIA/SM/", "Dow Industrials/SM/", "The Dow/SM/", and the other Dow indices, are service marks of Dow Jones & Company, Inc. ("Dow Jones") and have been licensed for use for certain purposes by First Trust Advisors L.P. ("First Trust"). The portfolios are not endorsed, sold or promoted by Dow Jones, and Dow Jones makes no representation regarding the advisability of investing in such products.

"Standard & Poor's," "S&P," "S&P 500," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by First Trust. The Portfolios are not sponsored, endorsed, managed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of investing in the Portfolio.

FIXED INTEREST RATE OPTIONS

We offer two fixed interest rate options:

- . a one-year fixed interest rate option, and
- . a dollar cost averaging fixed rate option (DCA Fixed Rate Option).

When you select one of these options, your payment will earn interest at the established rate for the applicable interest rate period. A new interest rate period is established every time you allocate or transfer money into a fixed interest rate option. (You may not transfer amounts from other investment options into the DCA Fixed Rate Option.) You may have money allocated in more than one interest rate period at the same time. This could result in your money earning interest at different rates and each interest rate period maturing at a different time. While these interest rates may change from time to time, they will not be less than the minimum interest rate dictated by applicable state law. We may offer lower interest rates for Contracts With Credit than for Contracts Without Credit. The interest rates we pay on the fixed interest rate options may be influenced by the asset-based charges assessed against the Separate Account.

Payments allocated to the fixed interest rate options become part of Pruco Life's general assets. Please note that if you elect Highest Daily Lifetime Five, you cannot invest in either of these fixed interest rate options.

One-Year Fixed Interest Rate Option

We set a one-year base guaranteed annual interest rate for the one-year fixed interest rate option. Additionally, we may provide a higher interest rate on each Purchase Payment allocated to this option for the first year after the payment. This higher interest rate will not apply to amounts transferred from other investment options within the contract or amounts remaining in this option for more than one year.

Dollar Cost Averaging Fixed Rate Option You may allocate all or part of any Purchase Payment to the DCA Fixed Rate Option. Under this option, you automatically transfer amounts over a stated period (currently, six or twelve months) from the DCA Fixed Rate Option to the variable investment options and/or to the one-year fixed interest rate option, as you select. We will invest the assets you allocate to the DCA Fixed Rate Option in our general account until they are transferred. You may not transfer from other investment options to the DCA Fixed Rate Option. Transfers to the one-year fixed interest rate option will remain in the general account.

If you choose to allocate all or part of a Purchase Payment to the DCA Fixed Rate Option, the minimum amount of the Purchase Payment you may allocate is \$2,000. The first periodic transfer will occur on the date you allocate your Purchase Payment to the DCA Fixed Rate Option. Subsequent transfers will occur on the monthly anniversary of the first transfer. Currently, you may choose to have the Purchase Payment allocated to the DCA Fixed Rate Option transferred to the selected variable investment options, or to the one-year fixed interest rate option in either six or twelve monthly installments, and you may not change that number of monthly installments after you have chosen the DCA Fixed

Rate Option. You may allocate to both the six-month and twelve-month options. (In the future, we may make available other numbers of transfers and other transfer schedules - for example, quarterly as well as monthly.)

If you choose a six-payment transfer schedule, each transfer generally will equal 1/6th of the amount you allocated to the DCA Fixed Rate Option, and if you choose a twelve-payment transfer schedule, each transfer generally will equal 1/12th of the amount you allocated to the DCA Fixed Rate Option. In either case, the final transfer amount generally will also include the credited interest. You may change at any time the investment options into which the DCA Fixed Rate Option assets are transferred. You may make a one time transfer of the remaining value out of your DCA Fixed Rate Option, if you so choose. Transfers from the DCA Fixed Rate Option do not count toward the maximum number of free transfers allowed under the contract.

If you make a withdrawal or have a fee assessed from your contract, and all or part of that withdrawal or fee comes out of the DCA Fixed Rate Option, we will recalculate the periodic transfer amount to reflect the change. This recalculation may include some or all of the interest credited to the date of the next scheduled transfer. If a withdrawal or fee assessment reduces the monthly transfer amount below \$100, we will transfer the remaining balance in the DCA Fixed Rate Option on the next scheduled transfer date.

By investing amounts on a regular basis instead of investing the total amount at one time, the DCA Fixed Rate Option may decrease the effect of market fluctuation on the investment of your Purchase Payment. Of course, dollar cost averaging cannot ensure a profit or protect against loss in a declining market.

MARKET VALUE ADJUSTMENT OPTION

Under the Market Value Adjustment Option, we may offer one or more of several guarantee periods provided that the interest rate we are able to declare will be no less than the minimum interest rate dictated by applicable state law with respect to any guarantee period.

We may offer fewer available guarantee periods in Contracts With Credit than in Contracts Without Credit. This option is not available for contracts issued in some states. Please see your contract. The Market Value Adjustment Option is registered separately from the variable investment options, and the amount of market value adjustment option securities registered is stated in that registration statement.

IF AMOUNTS ARE WITHDRAWN FROM A GUARANTEE PERIOD, OTHER THAN DURING THE 30-DAY PERIOD IMMEDIATELY FOLLOWING THE END OF THE GUARANTEE PERIOD, THEY WILL BE SUBJECT TO A MARKET VALUE ADJUSTMENT EVEN IF THEY ARE NOT SUBJECT TO A WITHDRAWAL CHARGE.

You will earn interest on your invested Purchase Payment at the rate that we have declared for the guarantee period you have chosen. You must invest at least \$1,000 if you choose this option. We may offer lower interest rates for Contracts With Credit than for Contracts Without Credit.

We refer to interest rates as annual rates, although we credit interest within each guarantee period on a daily basis. The daily interest that we credit is equal to the pro rated portion of the interest that would be earned on an annual basis. We credit interest from the business day on which your Purchase Payment is received in good order at the Prudential Annuity Service Center until the

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

earliest to occur of any of the following events: (a) full surrender of the contract, (b) commencement of annuity payments or settlement, (c) end of the guarantee period, (d) transfer of the value in the guarantee period,

(e) payment of a death benefit, or (f) the date the amount is withdrawn.

During the 30-day period immediately following the end of a guarantee period, we allow you to do any of the following, without the imposition of the market value adjustment:

- (a) withdraw or transfer the value of the guarantee period,
- (b) allocate the value to another available guarantee period or other investment option (provided that the new guarantee period ends prior to the annuity date). You will receive the interest rate applicable on the date we receive your instruction, or
- (c) apply the value in the guarantee period to the annuity or settlement option of your choice.

If we do not receive instructions from you concerning the disposition of the Contract Value in your maturing guarantee period, we will reinvest the amount in the Prudential Money Market Portfolio investment option.

During the 30-day period immediately following the end of the guarantee period, or until you elect to do (a), (b) or (c) listed immediately above, you will receive the current interest rate applicable to the guarantee period having the same duration as the guarantee period that just matured, which is offered on the day immediately following the end of the matured guarantee period. However, if at that time we do not offer a guarantee period with the same duration as that which matured, you will then receive the current interest rate applicable to the shortest guarantee period then offered.

Under the market value adjustment option, while your money remains in the contract for the full guarantee period, your principal amount is guaranteed by us and the interest amount that your money will earn is guaranteed by us to be at least the minimum interest rate dictated by applicable state law.

Payments allocated to the market value adjustment option are held as a separate pool of assets. Any gains or losses experienced by these assets will not directly affect the contracts. The strength of our guarantees under these options is based on the overall financial strength of Pruco Life.

Market Value Adjustment

When you allocate a Purchase Payment or transfer Contract Value to a guarantee period, we use that money to buy and sell securities and other instruments to support our obligation to pay interest. Generally, we buy bonds for this purpose. The duration of the bonds and other instruments that we buy with respect to a particular guarantee period is influenced significantly by the length of the guarantee period. For example, we typically would acquire longer-duration bonds with respect to the 10 year guarantee period than we do for the 3 year guarantee period. The value of these bonds is affected by changes in interest rates, among other factors. The market value adjustment that we assess against your Contract Value if you withdraw or transfer outside the 30-day period discussed above involves our attributing to you a portion of our investment experience on these bonds and other instruments.

For example, if you make a full withdrawal when interest rates have risen since the time of your investment, the bonds and other investments in the guarantee period likely would have decreased in value, meaning that we would impose a "negative" market value adjustment on you (i.e., one that results in a reduction of the withdrawal proceeds that you receive). For a partial withdrawal, we would deduct a negative market value adjustment from your remaining Contract Value. Conversely, if interest rates have decreased, the market value adjustment would be positive.

Other things you should know about the market value adjustment include the following:

- . We determine the market value adjustment according to a mathematical formula, which is set forth at the end of this prospectus under the heading "Market-Value Adjustment Formula." In that section of the prospectus, we also provide hypothetical examples of how the formula works.

- . A negative market value adjustment could cause you to lose not only the interest you have earned but also a portion of your principal.

- . In addition to imposing a market value adjustment on withdrawals, we also will impose a market value adjustment on the Contract Value you apply to an annuity or settlement option, unless you annuitize within the 30-day period discussed above. The laws of certain states may prohibit us from imposing a market value adjustment on the annuity date.

You should realize, however, that apart from the market value adjustment, the value of the benefit in your guarantee period does not depend on the investment performance of the bonds and other instruments that we hold with respect to your guarantee period. Apart from the effect of any market value adjustment, we do not pass through to you the gains or losses on the bonds and other instruments that we hold in connection with a guarantee period.

TRANSFERS AMONG OPTIONS

Subject to certain restrictions, you can transfer money among the variable investment options and the one-year fixed interest rate option. The minimum transfer amount is the lesser of \$250 or the amount in the investment option from which the transfer is to be made. In addition, you can transfer your Contract Value out of a market value adjustment guarantee period into another market value adjustment guarantee period, into a variable investment option, or into a one-year fixed interest rate option, although a market value adjustment will apply to any transfer you make outside the 30-day period discussed above. You may transfer Contract Value into the market value adjustment option at any time, provided it is at least \$1,000.

In general, you may make your transfer request by telephone, electronically, or otherwise in paper form to the Prudential Annuity Service Center. We have procedures in place to confirm that instructions received by telephone or electronically are genuine. We will not be liable for following unauthorized telephone or electronic instructions that we reasonably believed to be genuine. Your transfer request will take effect at the end of the business day on which it was received in good order by us, or by certain entities that we have specifically designated. Our business day generally closes at 4:00 p.m. Eastern time. Our business day may close earlier, for example if regular trading on the New York Stock Exchange closes early. Transfer requests received after the close of the business day will take effect at the end of the next business day.

With regard to the Market Value Adjustment Option, you can specify the guarantee period from which you wish to transfer. If you request a transfer from the market value adjustment option, but you do not specify the guarantee period from which funds are to be taken, then we will transfer funds from the guarantee period that has the least time remaining until its maturity date.

YOU CAN MAKE TRANSFERS OUT OF A FIXED INTEREST RATE OPTION, OTHER THAN THE DCA FIXED RATE OPTION, ONLY DURING THE 30-DAY PERIOD FOLLOWING THE END OF THE ONE YEAR INTEREST RATE PERIOD. TRANSFERS FROM THE DCA FIXED RATE OPTION ARE MADE ON A PERIODIC BASIS FOR THE PERIOD THAT YOU SELECT.

During the contract accumulation phase, you can make up to 12 transfers each contract year, among the investment options, without charge. (As noted in the fee table, we have different transfer charges under the Beneficiary Continuation Option). Currently, we charge \$25 for each transfer after the twelfth in a contract year, and we have the right to increase this charge up to \$30. (Dollar Cost Averaging and Auto- Rebalancing transfers do not count toward the 12 free transfers per year.)

For purposes of the 12 free transfers per year that we allow, we will treat multiple transfers that are submitted on the same business day as a single transfer.

ADDITIONAL TRANSFER RESTRICTIONS

We limit your ability to transfer among your contract's variable investment options as permitted by applicable law. We impose a yearly restriction on transfers. Specifically, once you have made 20 transfers among the subaccounts during a contract year, we will accept any additional transfer request during that year only if the request is submitted to us in writing with an original signature and otherwise is in good order. For purposes of this transfer restriction, we (i) do not view a facsimile transmission as a "writing",

(ii) will treat multiple transfer requests submitted on the same business day as a single transfer, and (iii) do not count any transfer that involves one of our systematic programs, such as asset allocation and automated withdrawals.

Frequent transfers among variable investment options in response to short-term fluctuations in markets, sometimes called "market timing," can make it very difficult for a portfolio manager to manage an underlying mutual fund's investments. Frequent transfers may cause the fund to hold more cash than otherwise necessary, disrupt management strategies, increase transaction costs, or affect performance. For those reasons, the contract was not designed for persons who make programmed, large, or frequent transfers.

In light of the risks posed to contract owners and other fund investors by frequent transfers, we reserve the right to limit the number of transfers in any contract year for all existing or new contract owners, and to take the other actions discussed below. We also reserve the right to limit the number of transfers in any contract year or to refuse any transfer request for an owner or certain owners if: (a) we believe that excessive transfer activity (as we define it) or a specific transfer request or group of transfer requests may have a detrimental effect on accumulation unit values or the share prices of the underlying mutual funds; or (b) we are informed by a fund (e.g., by the fund's portfolio manager) that the

purchase or redemption of fund shares must be restricted because the fund believes the transfer activity to which such purchase and redemption relates would have a detrimental effect on the share prices of the affected fund. Without limiting the above, the most likely scenario where either of the above could occur would be if the aggregate amount of a trade or trades represented a relatively large proportion of the total assets of a particular underlying mutual fund. In furtherance of our general authority to restrict transfers as described above, and without limiting other actions we may take in the future, we have adopted the following specific restrictions:

. With respect to each variable investment option (other than the Prudential Money Market Portfolio), we track amounts exceeding a certain dollar threshold that were transferred into the option. If you transfer such amount into a particular variable investment option, and within 30 calendar days thereafter transfer (the "Transfer Out") all or a portion of that amount into another variable investment option, then upon the Transfer Out, the former variable investment option becomes restricted (the "Restricted Option"). Specifically, we will not permit subsequent transfers into the Restricted Option for 90 calendar days after the Transfer Out if the Restricted Option invests in a non-international fund, or 180 calendar days after the Transfer Out if the Restricted Option invests in an international fund. For purposes of this rule, we do not (i) count transfers made in connection with one of our

2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? continued

systematic programs, such as asset allocation and automated withdrawals and

(ii) categorize as a transfer the first transfer that you make after the contract date, if you make that transfer within 30 calendar days after the contract date. Even if an amount becomes restricted under the foregoing rules, you are still free to redeem the amount from your contract at any time.

. We reserve the right to effect exchanges on a delayed basis for all contracts. That is, we may price an exchange involving a variable investment option on the business day subsequent to the business day on which the exchange request was received. Before implementing such a practice, we would issue a separate written notice to contract owners that explains the practice in detail. In addition, if we do implement a delayed exchange policy, we will apply the policy on a uniform basis to all contracts in the relevant class.

. The portfolios may have adopted their own policies and procedures with respect to excessive trading of their respective shares, and we reserve the right to enforce these policies and procedures. The prospectuses for the portfolios describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Under SEC rules, we are required to: (1) enter into a written agreement with each portfolio or its principal underwriter that obligates us to provide to the portfolio promptly upon request certain information about the trading activity of individual contract owners, and (2) execute instructions from the portfolio to restrict or prohibit further purchases or transfers by specific contract owners who violate the excessive trading policies established by the portfolio. In addition, you should be aware that some portfolios may receive "omnibus" purchase and redemption orders from other insurance companies or intermediaries such as retirement plans. The omnibus orders reflect the aggregation and netting of multiple orders from individual owners of variable insurance contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the portfolios in their ability to apply their excessive trading policies and procedures. In addition, the other insurance companies and/or retirement plans may have different policies and procedures or may not have any such policies and procedures because of contractual limitations. For these reasons, we cannot guarantee that the portfolios (and thus contract owners) will not be harmed by transfer activity relating to other insurance companies and/or retirement plans that may invest in the portfolios.

. A portfolio also may assess a short term trading fee in connection with a transfer out of the variable investment option investing in that portfolio that occurs within a certain number of days following the date of allocation to the variable investment option. Each portfolio determines the amount of the short term trading fee and when the fee is imposed. The fee is retained by or paid to the portfolio and is not retained by us. The fee will be deducted from your Contract Value, to the extent allowed by law. At present, no Portfolio has adopted a short-term trading fee.

. If we deny one or more transfer requests under the foregoing rules, we will inform you promptly of the circumstances concerning the denial.

. We will not implement these rules in jurisdictions that have not approved contract language authorizing us to do so, or may implement different rules in certain jurisdictions if required by such jurisdictions. Contract owners in jurisdictions with such limited transfer restrictions, and contract owners who own variable life insurance or variable annuity contracts (regardless of jurisdiction) that do not impose the above-referenced transfer restrictions, might make more numerous and frequent transfers than contract owners who are subject to such limitations. Because contract owners who are not subject to the same transfer restrictions may have the same underlying mutual fund portfolios available to them, unfavorable consequences associated with such frequent trading within the underlying mutual fund (e.g., greater portfolio turnover, higher transaction costs, or performance or tax issues) may affect all contract owners. Apart from jurisdiction-specific and contract differences in transfer restrictions, we will apply these rules uniformly, and will not waive a transfer restriction for any contract owner.

Although our transfer restrictions are designed to prevent excessive transfers, they are not capable of preventing every potential occurrence of excessive transfer activity.

DOLLAR COST AVERAGING

The dollar cost averaging (DCA) feature (which is distinct from the DCA Fixed Rate Option) allows you to systematically transfer either a fixed dollar amount or a percentage out of any variable investment option into any other variable investment options or the one-year fixed interest rate option. You can have these automatic transfers occur monthly, quarterly, semiannually or annually. By investing amounts on a regular basis instead of investing the total amount at one time, dollar cost averaging may decrease the effect of market fluctuation on the investment of your Purchase Payment. Of course, dollar cost averaging cannot ensure a profit or protect against loss in declining markets.

Transfers will be made automatically on the schedule you choose until the entire amount you chose to have transferred has been transferred or until you tell us to discontinue the transfers. You can allocate subsequent Purchase Payments to be transferred under this option at any time.

Your transfers will occur on the last calendar day of each transfer period you have selected, provided that the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on a particular transfer date, the transfer will take effect on the next business day.

Any dollar cost averaging transfers you make do not count toward the 12 free transfers you are allowed each contract year. The dollar cost averaging feature is available only during the contract accumulation phase and is offered without charge.

40

ASSET ALLOCATION PROGRAM

We recognize the value of having asset allocation models when deciding how to allocate your Purchase Payments among the investment options. If you choose to participate in the Asset Allocation Program, your representative will give you a questionnaire to complete that will help determine a program that is appropriate for you. Your asset allocation will be prepared based on your answers to the questionnaire. You will not be charged for this service, and you are not obligated to participate or to invest according to program recommendations.

Asset allocation is a sophisticated method of diversification which allocates assets among classes in order to manage investment risk and enhance returns over the long term. However, asset allocation does not guarantee a profit or protect against a loss. You are not obligated to participate or to invest according to the program recommendations. We do not intend to provide any personalized investment advice in connection with these programs and you should not rely on these programs as providing individualized investment recommendations to you. The asset allocation programs do not guarantee better investment results. We reserve the right to terminate or change the asset allocation programs at any time. You should consult your representative before electing any asset allocation program.

AUTO-REBALANCING

Once your money has been allocated among the variable investment options, the actual performance of the investment options may cause your allocation to shift. For example, an investment option that initially holds only a small percentage of your assets could perform much better than another investment option. Over time, this option could increase to a larger percentage of your assets than you desire. You can direct us to automatically rebalance your assets to return to your original allocation percentage or to a subsequent allocation percentage you select. We will rebalance only the variable investment options that you have designated. The DCA account cannot participate in this feature.

You may choose to have your rebalancing occur monthly, quarterly, semiannually, or annually. The rebalancing will occur on the last calendar day of the period you have chosen, provided that the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on that date, the rebalancing will take effect on the next business day.

Any transfers you make because of auto-rebalancing are not counted toward the 12 free transfers you are allowed per year. This feature is available only during the contract accumulation phase, and is offered without charge. If you choose auto-rebalancing and dollar cost averaging, auto-rebalancing will take place after the transfers from your DCA account.

SCHEDULED TRANSACTIONS

Scheduled transactions include transfers under dollar cost averaging, the asset allocation program, auto-rebalancing, systematic withdrawals, systematic investments, required minimum distributions, substantially equal periodic payments under Section 72(t) or 72(q) of the Internal Revenue Code of 1986, as amended (Code), and annuity payments. Scheduled transactions are processed and valued as of the date they are scheduled, unless the scheduled day is not a business day. In that case, the transaction will be processed and valued on the next business day, unless (with respect to required minimum distributions, substantially equal periodic payments under Section 72(t) or 72(q) of the Code, and annuity payments only), the next business day falls in the subsequent calendar year, in which case the transaction will be processed and valued on the prior business day.

VOTING RIGHTS

We are the legal owner of the shares of the underlying mutual funds used by the variable investment options. However, we vote the shares of the mutual funds according to voting instructions we receive from contract owners. When a vote is required, we will mail you a proxy which is a form that you need to complete and return to us to tell us how you wish us to vote. When we receive those instructions, we will vote all of the shares we own on your behalf in accordance with those instructions. We will vote fund shares for which we do not receive instructions, and any other shares that we own in our own right, in the same proportion as shares for which we receive instructions from contract owners. This voting procedure is sometimes referred to as "mirror voting" because, as indicated in the immediately preceding sentence, we mirror the votes that are actually cast, rather than decide on our own how to vote. In addition, because all the shares of a given mutual fund held within our separate account are legally owned by us, we intend to vote all of such shares when that underlying fund seeks a vote of its shareholders. As such, all such shares will be counted towards whether there is a quorum at the underlying fund's shareholder meeting and towards the ultimate outcome of the vote. We may change the way your voting instructions are calculated if it is required or permitted by federal or state regulation.

SUBSTITUTION

We may substitute one or more of the underlying mutual funds used by the variable investment options. We may also cease to allow investments in existing funds. We would not do this without the approval of the Securities and Exchange Commission (SEC) and any necessary state insurance departments. You will be given specific notice in advance of any substitution we intend to make.

3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

(ANNUITIZATION)

PAYMENT PROVISIONS

We can begin making annuity payments any time on or after the third contract anniversary (or as required by state law if different). Annuity payments must begin no later than the contract anniversary coinciding with or next following the annuitant's 95th birthday (unless we agree to another date).

Upon annuitization, any value in a guarantee period of the market value adjustment option may be subject to a market value adjustment.

The Strategic Partners Plus 3 variable annuity contract offers an optional Guaranteed Minimum Income Benefit, which we describe below. Your annuity options vary depending upon whether you choose this benefit.

Depending upon the annuity option you choose, you may incur a withdrawal charge when the income phase begins. Currently, if permitted by state law, we deduct any applicable withdrawal charge if you choose Option 1 for a period shorter than five years, Option 3, or certain other annuity options that we may make available. We do not deduct a withdrawal charge if you choose Option 1 for a period of five years or longer or Option 2. For information about withdrawal charges, see Section 8, "What Are The Expenses Associated With The Strategic Partners Plus 3 Contract?"

Please note that annuitization essentially involves converting your Contract Value to an annuity payment stream, the length of which depends on the terms of the applicable annuity option. Thus, once annuity payments begin, your death benefit is determined solely under the terms of the applicable annuity payment option, and you no longer participate in any optional living benefit (unless you have annuitized under that benefit).

PAYMENT PROVISIONS WITHOUT THE GUARANTEED MINIMUM INCOME BENEFIT We make the income plans described below available at any time before the annuity date. These plans are called "annuity options" or "settlement options." During the income phase, all of the annuity options under this contract are fixed annuity options. This means that your participation in the variable investment options ends on the annuity date. If an annuity option is not selected by the annuity date, the Life Income Annuity Option (Option 2, described below) will automatically be selected unless prohibited by applicable law. **GENERALLY, ONCE THE ANNUITY PAYMENTS BEGIN, THE ANNUITY OPTION CANNOT BE CHANGED AND YOU CANNOT MAKE WITHDRAWALS. IN ADDITION TO THE ANNUITY PAYMENT OPTIONS DISCUSSED IN THIS SECTION, PLEASE NOTE THAT IF YOU CHOOSE AN OPTIONAL LIFETIME WITHDRAWAL BENEFIT, THERE ARE ADDITIONAL ANNUITY PAYMENT OPTIONS THAT ARE ASSOCIATED WITH THAT BENEFIT. SEE SECTION 5 OF THIS PROSPECTUS FOR ADDITIONAL DETAILS.**

Option 1

Annuity Payments for a Fixed Period: Under this option, we will make equal payments for the period chosen, up to 25 years (but not to exceed life expectancy). The annuity payments may be made monthly, quarterly, semiannually, or annually, as you choose, for the fixed period. If the annuitant dies during the income phase, payments will continue to the beneficiary for the remainder of the fixed period or, if the beneficiary so chooses, we will make a single lump-sum payment. The amount of the lump sum payment is determined by calculating the present value of the unpaid future payments. This is done by using the interest rate used to compute the actual payments. The interest rate will be at least 3% a year.

Option 2

Life Income Annuity Option: Under this option, we will make annuity payments monthly, quarterly, semiannually, or annually as long as the annuitant is alive. If the annuitant dies before we have made 10 years worth of payments, we will pay the beneficiary in one lump sum the present value of the annuity payments scheduled to have been made over the remaining portion of that 10 year period, unless we were specifically instructed that such remaining annuity payments continue to be paid to the beneficiary. The present value of the remaining annuity payments is calculated by using the interest rate used to compute the amount of the original 120 payments. The interest rate will be at least 3% a year.

If an annuity option is not selected by the annuity date, this is the option we will automatically select for you, unless prohibited by applicable law. If the life income annuity option is prohibited by applicable law, then we will pay you a lump sum in lieu of this option.

Option 3

Interest Payment Option: Under this option, we will credit interest on the adjusted Contract Value until you request payment of all or part of the adjusted Contract Value. We can make interest payments on a monthly, quarterly, semiannual, or annual basis or allow the interest to accrue on your contract assets. Under this option, we will pay you interest at an effective rate of at least 3% a year. This option is not available if you hold your contract in an IRA.

Under this option, all gain in the annuity will be taxable as of the annuity date, however, you can withdraw part or all of the Contract Value that we are holding at any time.

OTHER ANNUITY OPTIONS

We currently offer a variety of other annuity options not described above. At the time annuity payments are chosen, we may make available to you any of the fixed annuity options that are offered at your annuity date.

TAX CONSIDERATIONS

If your contract is held under a tax-favored plan, you should consider the required minimum distribution rules under the tax law when selecting your annuity option.

GUARANTEED MINIMUM INCOME BENEFIT

The Guaranteed Minimum Income Benefit (GMIB), is an optional feature that guarantees that once the income period begins, your income payments will be no less than the GMIB protected value applied to the GMIB guaranteed annuity purchase rates. If you want the Guaranteed Minimum Income Benefit, you must elect it when you make your initial Purchase Payment. Once elected, the Guaranteed Minimum Income Benefit cannot be revoked. This feature may not be available in your state. You may not elect both GMIB and the Lifetime Five Income Benefit.

The GMIB protected value is calculated daily and is equal to the GMIB roll-up until the GMIB roll-up either reaches its cap or if we stop applying the annual interest rate based on the age of the annuitant, number of contract anniversaries, or number of years since the last GMIB reset, as described below. At this point, the GMIB protected value will be increased by any subsequent invested Purchase Payments and reduced by the effect of withdrawals.

The Guaranteed Minimum Income Benefit is subject to certain restrictions described below.

. The annuitant must be 75 or younger in order for you to elect the Guaranteed Minimum Income Benefit.

. If you choose the Guaranteed Minimum Income Benefit, we will impose an annual charge equal to 0.50% for contracts sold on or after January 20, 2004, or upon subsequent state approval (0.45% for all other contracts), of the average GMIB protected value described below. The maximum GMIB charge is 1.00% of average GMIB protected value. Please note that the charge is calculated based on average GMIB protected value, not Contract Value. Thus, for example, the fee would not decline on account of a reduction in Contract Value. In some states this fee may be lower.

. Under the contract terms governing the GMIB, we can require GMIB participants to invest only in designated underlying mutual funds or can require GMIB participants to invest according to an asset allocation model.

. TO TAKE ADVANTAGE OF THE GUARANTEED MINIMUM INCOME BENEFIT, YOU MUST WAIT A CERTAIN AMOUNT OF TIME BEFORE YOU BEGIN THE INCOME PHASE. THE WAITING PERIOD IS THE PERIOD EXTENDING FROM THE CONTRACT DATE TO THE 7th CONTRACT ANNIVERSARY BUT, IF THE GUARANTEED MINIMUM INCOME BENEFIT HAS BEEN RESET (AS DESCRIBED BELOW), THE WAITING PERIOD IS THE 7 YEAR PERIOD BEGINNING WITH THE DATE OF THE MOST RECENT RESET. IN LIGHT OF THIS WAITING PERIOD UPON RESETS, IT IS NOT RECOMMENDED THAT YOU RESET YOUR GUARANTEED MINIMUM INCOME BENEFIT IF THE REQUIRED BEGINNING DATE UNDER IRS MINIMUM DISTRIBUTION REQUIREMENTS WOULD COMMENCE DURING THE 7 YEAR WAITING PERIOD. SEE "MINIMUM DISTRIBUTION REQUIREMENTS AND PAYMENT OPTION" IN SECTION 10 FOR ADDITIONAL INFORMATION ON IRS REQUIREMENTS.

Once the waiting period has elapsed, you will have a 30-day period each year, beginning on the contract anniversary (or in the case of a reset, the anniversary of the most recent reset), during which you may begin the income phase with the Guaranteed Minimum Income Benefit by submitting the necessary forms in good order to the Prudential Annuity Service Center.

GMIB Roll-Up

The GMIB roll-up is equal to the invested Purchase Payments (after a reset, the Contract Value at the time of the reset), increased daily at an effective annual interest rate of 5% starting on the date each invested Purchase Payment is made, until the cap is reached (GMIB roll-up cap). We will reduce this amount by the effect of withdrawals. The GMIB roll-up cap is equal to two times each invested Purchase Payment (for a reset, two times the sum of

(1) the Contract Value at the time of the reset, and (2) any invested Purchase Payments made subsequent to the reset).

Even if the GMIB roll-up cap has not been reached, we will nevertheless stop increasing the GMIB roll-up value by the effective annual interest rate on the latest of:

- . the contract anniversary coinciding with or next following the annuitant's 80th birthday,
- . the 7th contract anniversary, or
- . 7 years from the most recent GMIB reset (as described below).

3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

(ANNUITIZATION) continued

However, even if we stop increasing the GMIB roll-up value by the effective annual interest rate, we will still increase the GMIB protected value by subsequent invested Purchase Payments, reduced proportionally by withdrawals.

Effect of Withdrawals

In any contract year when the GMIB protected value is increasing at the rate of 5%, withdrawals will first reduce the GMIB protected value on a dollar-for-dollar basis, by the same dollar amount of the withdrawal up to the first 5% of GMIB protected value calculated on the contract anniversary (or, during the first contract year, on the contract date). Any withdrawals made after the dollar-for-dollar limit has been reached will proportionally reduce the GMIB protected value. We calculate the proportional reduction by dividing the Contract Value after the withdrawal by the Contract Value immediately following the withdrawal of any available dollar-for-dollar amount. The resulting percentage is multiplied by the GMIB protected value after subtracting the amount of the withdrawal that does not exceed 5%. In each contract year during which the GMIB protected value has stopped increasing at the 5% rate, withdrawals will reduce the GMIB protected value proportionally. The GMIB roll-up cap is reduced by the sum of all reductions described above.

The following examples of dollar-for-dollar and proportional reductions assume: 1.) the contract date and the effective date of the GMIB are January 1, 2006; 2.) an initial Purchase Payment of \$250,000; 3.) an initial GMIB protected value of \$250,000; 4.) an initial 200% cap of \$500,000; and 5.) an initial dollar-for-dollar limit of \$12,500 (5% of \$250,000):

Example 1. Dollar-For-Dollar Reduction

A \$10,000 withdrawal is taken on February 1, 2006 (in the first contract year). No prior withdrawals have been taken. Immediately prior to the withdrawal, the GMIB protected value is \$251,038.10 (the initial value accumulated for 31 days at an annual effective rate of 5%). As the amount withdrawn is less than the dollar-for-dollar limit:

- . The GMIB protected value is reduced by the amount withdrawn (i.e., by \$10,000, from \$251,038.10 to \$241,038.10).
- . The GMIB 200% cap is reduced by the amount withdrawn (i.e., by \$10,000, from \$500,000 to \$490,000).
- . The remaining dollar-for-dollar limit ("Remaining Limit") for the balance of the first contract year is also reduced by the amount withdrawn (from \$12,500 to \$2,500).

Example 2. Dollar-For-Dollar and Proportional Reductions A second \$10,000 withdrawal is taken on March 1, 2006 (still within the first contract year). Immediately before the withdrawal, the Contract Value is \$220,000 and the GMIB protected value is \$241,941.95. As the amount withdrawn exceeds the Remaining Limit of \$2,500 from Example 1:

- . The GMIB protected value is first reduced by the Remaining Limit (from \$241,941.95 to \$239,441.95).
- . The result is then further reduced by the ratio of A to B, where:
 - . A is the amount withdrawn less the Remaining Limit (\$10,000 - \$2,500, or \$7,500).
 - . B is the Contract Value less the Remaining Limit (\$220,000 - \$2,500, or \$217,500). The resulting GMIB protected value is: $\$239,441.95 \times (1 - (\$7,500/\$217,500))$, or \$231,185.33.
- . The GMIB 200% cap is reduced by the sum of all reductions above (\$490,000 - \$2,500 - \$8,256.62, or \$479,243.38).
- . The Remaining Limit is set to zero (0) for the balance of the first contract year.

Example 3. Dollar-For-Dollar Limit in Second Contract Year A \$10,000 withdrawal is made on the first anniversary of the contract date, January 1, 2007 (second contract year). Prior to the withdrawal, the GMIB protected value is \$240,837.69. The dollar-for-dollar limit is equal to 5% of this amount, or \$12,041.88. As the amount withdrawn is less than the dollar-for-dollar limit:

- . The GMIB protected value is reduced by the amount withdrawn (i.e., reduced by \$10,000, from \$240,837.69 to \$230,837.69).
- . The GMIB 200% cap is reduced by the amount withdrawn (i.e., by \$10,000, from \$479,243.38 to \$469,243.38).
- . The Remaining Limit for the balance of the second contract year is also reduced by the amount withdrawn (from \$12,041.88 to \$2,041.88).

GMIB Reset Feature

You may elect to "reset" your GMIB protected value to equal your current Contract Value twice over the life of the contract. You may only exercise this reset option if the annuitant has not yet reached his or her 76th birthday. If you reset, you must wait a new 7-year period from the most recent reset to exercise the Guaranteed Minimum Income Benefit. Further, we will reset the GMIB roll-up cap to equal two times the GMIB protected value as of such date. Additionally, if you reset, we will determine the GMIB payout amount by using the GMIB guaranteed annuity purchase rates (specified in your contract) based on the number of years since the most recent reset. These purchase rates may be less advantageous than the rates that would have applied absent a reset.

Payout Amount

The Guaranteed Minimum Income Benefit payout amount is based on the age and sex (where applicable) of the annuitant (and, if there is one, the co-annuitant). After we first deduct a charge for any applicable premium taxes that we are required to pay, the payout amount will equal the greater of:

- 1) the GMIB protected value as of the date you exercise the GMIB payout option, applied to the GMIB guaranteed annuity purchase rates (which are generally less favorable than the annuity purchase rates for annuity payments not involving GMIB) and based on the annuity payout option as described below, or
- 2) the adjusted Contract Value - that is, the value of the contract adjusted for any market value adjustment minus any charge we impose for premium taxes and withdrawal charges - as of the date you exercise the GMIB payout option applied to the current annuity purchase rates then in use.

GMIB Annuity Payout Options

We currently offer two Guaranteed Minimum Income Benefit annuity payout options. Each option involves payment for at least a period certain of ten years. In calculating the amount of the payments under the GMIB, we apply certain assumed interest rates, equal to 2% annually for a waiting period of 7-9 years, and 2.5% annually for waiting periods of 10 years or longer for contracts sold on or after January 20, 2004, or upon subsequent state approval (and 2.5% annually for a waiting period of 7-9 years, 3% annually for a waiting period of 10-14 years, and 3.5% annually for waiting periods of 15 years or longer for all other contracts).

GMIB Option 1

Single Life Payout Option: We will make monthly payments for as long as the annuitant lives, with payments for a period certain. We will stop making payments after the later of the death of the annuitant or the end of the period certain.

GMIB Option 2

Joint Life Payout Option: In the case of an annuitant and co-annuitant, we will make monthly payments for the joint lifetime of the annuitant and co-annuitant, with payments for a period certain. If the co-annuitant dies first, we will continue to make payments until the later of the death of the annuitant and the end of the period certain. If the annuitant dies first, we will continue to make payments until the later of the death of the co-annuitant and the end of the period certain, but if the period certain ends first, we will reduce the amount of each payment to 50% of the original amount.

You have no right to withdraw amounts early under either GMIB payout option. We may make other payout frequencies available, such as quarterly, semi-annually or annually.

Because we do not impose a new waiting period for each subsequent Purchase Payment, if you choose the Guaranteed Minimum Income Benefit, we reserve the right to limit subsequent Purchase Payments if we discover that by the timing of your Purchase Payments, your GMIB protected value is increasing in ways we did not intend. In determining whether to limit Purchase Payments, we will look at Purchase Payments which are disproportionately larger than your initial Purchase Payment and other actions that may artificially increase the GMIB protected value. Certain state laws may prevent us from limiting your subsequent Purchase Payments. You must exercise one of the GMIB payout options described above no later than 30 days after the contract anniversary coinciding with or next following the annuitant's attainment of age 95 (age 92 for contracts used as a funding vehicle for IRAs).

You should note that GMIB is designed to provide a type of insurance that serves as a safety net only in the event that your Contract Value declines significantly due to negative investment performance. If your Contract Value is not significantly affected by negative investment performance, it is unlikely that the purchase of GMIB will result in your receiving larger annuity payments than if you had not purchased GMIB. This is because the assumptions that we use in computing the GMIB, such as the annuity purchase rates, (which include assumptions as to age-setbacks and assumed interest rates), are more conservative than the assumptions that we use in computing non-GMIB annuity payout options. Therefore, you may generate higher income payments if you were to annuitize a lower Contract Value at the current annuity purchase rates, than if you were to annuitize under the GMIB with a higher GMIB protected value than your Contract Value but at the annuity purchase rates guaranteed under the GMIB.

Terminating the Guaranteed Minimum Income Benefit The Guaranteed Minimum Income Benefit cannot be terminated by the owner once elected. The GMIB automatically terminates as of the date the contract is fully surrendered, on the date the death benefit is payable to your beneficiary (unless your surviving spouse elects to continue the contract), or on the date that your Contract Value is transferred to begin making annuity payments. The GMIB may also be terminated if you designate a new annuitant who would not be eligible to elect the GMIB based on his or her age at the time of the change.

Upon termination of the GMIB, we will deduct the charge from your Contract Value for the portion of the contract year since the prior contract anniversary (or the contract date if in the first contract year).

3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

(ANNUITIZATION) continued

HOW WE DETERMINE ANNUITY PAYMENTS

Generally speaking, the annuity phase of the contract involves our distributing to you in increments the value that you have accumulated. We make these incremental payments either over a specified time period (e.g., 15 years) (fixed period annuities) or for the duration of the life of the annuitant (and possibly co-annuitant) (life annuities). There are certain assumptions that are common to both fixed period annuities and life annuities. In each type of annuity, we assume that the value you apply at the outset toward your annuity payments earns interest throughout the payout period. For annuity options within the GMIB, this interest rate ranges from 2% to 2.5% for contracts sold on or after January 20, 2004, or upon subsequent state approval (and 2.5% to 3.5% for all other contracts). For non-GMIB annuity options, the guaranteed minimum rate is 3%. The GMIB guaranteed annuity purchase rates in your contract depict the minimum amounts we will pay (per \$1000 of adjusted Contract Value). If our current annuity purchase rates on the annuity date are more favorable to you than the guaranteed rates, we will make payments based on those more favorable rates.

Other assumptions that we use for life annuities and fixed period annuities differ, as detailed in the following overview:

Fixed Period Annuities

Currently, we offer fixed period annuities only under the Income Appreciator Benefit and non-GMIB annuity options. Generally speaking, in determining the amount of each annuity payment under a fixed period annuity, we start with the adjusted Contract Value, add interest assumed to be earned over the fixed period, and divide the sum by the number of payments you have requested. The life expectancy of the annuitant and co-annuitant are relevant to this calculation only in that we will not allow you to select a fixed period that exceeds life expectancy.

Life Annuities

There are more variables that affect our calculation of life annuity payments. Most importantly, we make several assumptions about the annuitant's or co-annuitant's life expectancy, including the following:

. The Annuity 2000 Mortality Table is the starting point for our life expectancy assumptions. This table anticipates longevity of an insured population based on historical experience and reflecting anticipated experience for the year 2000.

Guaranteed and GMIB Annuity Payments

Because life expectancy has lengthened over the past few decades, and likely will increase in the future, our life annuity calculations anticipate these developments. We do this largely by making a hypothetical reduction in the age of the annuitant (or co-annuitant), in lieu of using the annuitant's (or co-annuitant's) actual age, in calculating the payment amounts. By using such a reduced age, we base our calculations on a younger person, who generally would live longer and therefore draw life annuity payments over a longer time period. Given the longer pay-out period, the payments made to the younger person would be less than those made to an older person. We make two such age adjustments:

1. First, for all annuities, we start with the age of the annuitant (or co-annuitant) on his/her most recent birthday and reduce that age by either

(a) four years, for life annuities under the GMIB sold in contracts on or after January 20, 2004, or upon subsequent state approval or

(b) two years, with respect to guaranteed payments under life annuities not involving GMIB, as well as GMIB payments under contracts not described in (a) immediately above. For the reasons explained above in this section, the four year age reduction causes a greater reduction in the amount of the annuity payments than does the two-year age reduction.

2. Second, for life annuities under both versions of GMIB as well as guaranteed payments under life annuities not involving GMIB, we make a further age reduction according to the table in your contract entitled "Translation of Adjusted Age." As indicated in the table, the further into the future the first annuity payment is, the longer we expect the person receiving those payments to live, and the more we reduce the annuitant's (or co-annuitant's) age.

Current Annuity Payments

Immediately above, we have referenced how we determine annuity payments based on "guaranteed" annuity purchase rates. By "guaranteed" annuity purchase rates, we mean the minimum annuity purchase rates that are set forth in your annuity contract and thus contractually

guaranteed by us. "Current" annuity purchase rates, in contrast, refer to the annuity purchase rates that we are applying to contracts that are entering the annuity phase at a given point in time. These current annuity purchase rates vary from period to period, depending on changes in interest rates and other factors. We do not guarantee any particular level of current annuity purchase rates. When calculating current annuity purchase rates, we use the actual age of the annuitant (or co-annuitant), rather than any reduced age.

4: WHAT IS THE DEATH BENEFIT?

The Death Benefit feature protects the Contract Value for the beneficiary.

BENEFICIARY

The beneficiary is the person(s) or entity you name to receive any death benefit. The beneficiary is named at the time the contract is issued, unless you change it at a later date. Unless an irrevocable beneficiary has been named, during the accumulation period you can change the beneficiary at any time before the owner or last survivor, if there are spousal joint owners, dies. However, if the contract is jointly owned, the owner must name the joint owner and the joint owner must name the owner as the beneficiary. For entity-owned contracts, we pay a death benefit upon the death of the annuitant.

CALCULATION OF THE DEATH BENEFIT

If the owner or joint owner dies during the accumulation phase, we will, upon receiving the appropriate proof of death and any other needed documentation in good order (proof of death), pay a death benefit to the beneficiary designated by the deceased owner or joint owner. If there is a sole owner and there is only one beneficiary who is the owner's spouse on the date of death, then the surviving spouse may continue the contract under the Spousal Continuation Option. If there are an owner and joint owner of the contract, and the owner's spouse is both the joint owner and the beneficiary on the date of death, then, at the death of the first to die, the death benefit will be paid to the surviving owner or the surviving owner may continue the contract under the Spousal Continuation Option.

Upon receiving appropriate proof of death, the beneficiary will receive the greater of the following:

- 1) The current Contract Value (as of the time we receive proof of death in good order). If you have purchased the Contract With Credit, we will first deduct any credit corresponding to a Purchase Payment made within one year of death. We impose no market value adjustment on Contract Value held within the market value adjustment option when a death benefit is paid.
- 2) Either the base death benefit, which equals the total invested Purchase Payments you have made proportionally reduced by any withdrawals, or, (i) if you have chosen a Guaranteed Minimum Death Benefit (GMDB), the GMDB protected value or (ii) if you have chosen the Highest Daily Value Death Benefit, a death benefit equal to the highest daily value (computed as described below in this section).

GUARANTEED MINIMUM DEATH BENEFIT

The Guaranteed Minimum Death Benefit provides for the option to receive an enhanced death benefit upon the death of the sole owner or the first to die of the owner or joint owner during the accumulation phase. You cannot elect a GMDB option if you choose the Highest Daily Value Death Benefit.

The GMDB protected value option can be equal to the:

- . GMDB roll-up,
 - . GMDB step-up, or
-

. Greater of the GMDB roll-up and the GMDB step-up.

The GMDB protected value is calculated daily.

GMDB Roll-Up

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80 ON THE CONTRACT DATE, the GMDB roll-up is equal to the invested Purchase Payments, increased daily at an effective annual interest rate of 5% starting on the date that each invested Purchase Payment is made. The GMDB roll-up value will increase by subsequent invested Purchase Payments and reduce by the effect of withdrawals.

We stop increasing the GMDB roll-up by the effective annual interest rate on the later of:

. the contract anniversary coinciding with or next following the sole owner's or older owner's 80th birthday, or

. the 5th contract anniversary.

However, the GMDB protected value will still increase by subsequent invested Purchase Payments and reduce by the effect of withdrawals.

Withdrawals will first reduce the GMDB protected value on a dollar-for-dollar basis up to the first 5% of GMDB protected value calculated on the contract anniversary (on the contract date in the first contract year), then proportionally by any amounts exceeding the 5%.

47

4: WHAT IS THE DEATH BENEFIT? continued

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS BETWEEN AGE 80 AND 85 ON THE CONTRACT DATE, the GMDB roll-up is equal to the invested Purchase Payments, increased daily at an effective annual interest rate of 3% of all invested Purchase Payments, starting on the date that each invested Purchase Payment is made. We will increase the GMDB roll-up by subsequent invested Purchase Payments and reduce it by the effect of withdrawals.

We stop increasing the GMDB roll-up by the effective annual interest rate on the 5th contract anniversary. However we will continue to reduce the GMDB protected value by the effect of withdrawals.

Withdrawals will first reduce the GMDB protected value on a dollar-for-dollar basis up to the first 3% of GMDB protected value calculated on the contract anniversary (on the contract date in the first contract year), then proportionally by any amounts exceeding the 3%.

GMDB Step-Up

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80 ON THE CONTRACT DATE, the GMDB step-up before the first contract anniversary is the initial invested Purchase Payment increased by subsequent invested Purchase Payments, and proportionally reduced by the effect of withdrawals. The GMDB step-up on each contract anniversary will be the greater of the previous GMDB step-up and the Contract Value as of such contract anniversary. Between contract anniversaries, the GMDB step-up will increase by invested Purchase Payments and reduce proportionally by withdrawals.

We stop increasing the GMDB step-up by any appreciation in the Contract Value on the later of:

. the contract anniversary coinciding with or next following the sole or older owner's 80th birthday, or

. the 5th contract anniversary.

However, we still increase the GMDB protected value by subsequent invested Purchase Payments and proportionally reduce it by withdrawals.

Here is an example of a proportional reduction:

The current Contract Value is \$100,000 and the protected value is \$80,000. The owner makes a withdrawal that reduces the Contract Value by 25% (including the effect of any withdrawal charges). The new protected value is \$60,000, or 75% of what it was before the withdrawal.

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS BETWEEN AGE 80 AND 85 ON THE CONTRACT DATE, the GMDB step-up before the third contract anniversary is the sum of invested Purchase Payments, reduced by the effect of withdrawals. On the third contract anniversary, we will adjust the GMDB step-up to the greater of the then current GMDB step-up or the Contract Value as of that contract anniversary. Thereafter, we will only increase the GMDB protected value by subsequent invested Purchase Payments and proportionally reduce it by withdrawals.

GMDB Greater of Roll-Up and Step-up

Under this option, the protected value is equal to the greater of the step-up value and the roll-up value, calculated as described above.

If you have chosen the base death benefit and death occurs after age 80, the beneficiary will receive the base death benefit described above. If you have chosen the Guaranteed Minimum Death Benefit option and death occurs on or after age 80, the beneficiary will receive the greater of: 1) the current Contract Value as of the date that due proof of death is received, and 2) the protected value of the GMDB roll-up or the GMDB step-up (as applicable) reduced proportionally by any subsequent withdrawals.

Special rules apply if the beneficiary is the spouse of the owner, and the contract does not have a joint owner. In that case, upon the death of the owner, the spouse will have the choice of the following:

. If the sole beneficiary under the contract is the owner's spouse, and the other requirements of the Spousal Continuation Option are met, then the contract can continue, and the spouse will become the new owner of the contract; or

. The spouse can receive the death benefit. A surviving spouse who is eligible for the Spousal Continuation Option must choose between that benefit and receiving the death benefit during the first 60 days following our receipt of proof of death.

If ownership of the contract changes as a result of the owner assigning it to someone else, we will reset the value of the death benefit to equal the Contract Value on the date the change of ownership occurs, and for purposes of computing the future death benefit, we will treat that Contract Value as a Purchase Payment occurring on that date.

Depending on applicable state law, some death benefit options may not be available or may be subject to certain restrictions under your contract.

SPECIAL RULES IF JOINT OWNERS

If the contract has an owner and a joint owner and they are spouses at the time that one dies, the Spousal Continuation Option may apply. If the contract has an owner and a joint owner and they are not spouses at the time one dies, we will pay the death benefit and the contract will end. Joint ownership may not be allowed in your state.

HIGHEST DAILY VALUE DEATH BENEFIT

The Highest Daily Value Death Benefit (HDV) is a feature under which the death benefit may be "stepped-up" on a daily basis to reflect increasing Contract Value. HDV is currently being offered in those jurisdictions where we have received regulatory approval. Certain terms and conditions may differ between jurisdictions once approved. The HDV is not available if you elect the Guaranteed Minimum Death Benefit. Currently, HDV can only be elected at the time you purchase your contract. Please note that you may not terminate the HDV death benefit once elected. Moreover, because this benefit may not be terminated once elected, you must, as detailed below, keep your Contract Value allocated to certain asset allocation portfolios.

Under HDV, the amount of the benefit depends on whether the "target date" is reached. The target date is reached upon the later of the contract anniversary coinciding with or next following the elder owner's (or annuitant's, if entity owned) 80th birthday or five years after the contract date. Prior to the target date, the death benefit amount is increased on any business day if the Contract Value on that day exceeds the most recently determined death benefit amount under this option. These possible daily adjustments cease on and after the target date, and instead adjustments are made only for Purchase Payments and withdrawals.

IF THE CONTRACT HAS ONE CONTRACT OWNER, the contract owner must be age 79 or less at the time the HDV is elected. If the contract has joint owners, the older owner must be age 79 or less. If there are joint owners, death of the owner refers to the first to die of the joint owners. If the contract is owned by an entity, the annuitant must be age 79 or less, and death of the contract owner refers to the death of the annuitant.

Owners electing this benefit prior to December 5, 2005, were required to allocate Contract Value to one or more of the following asset allocation portfolios of the Prudential Series Fund: SP Balanced Asset Allocation Portfolio, SP Conservative Asset Allocation Portfolio, and SP Growth Asset Allocation Portfolio. Owners electing this benefit on or after December 5, 2005 must allocate Contract Value to one or more of the following asset allocation portfolios of Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio or to the AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST UBS Dynamic Alpha Strategy Portfolio, AST American Century Strategic Allocation Portfolio or AST T. Rowe Price Asset Allocation Portfolio. In general, you must allocate your Contract Value in accordance with the then-available option(s) that we may prescribe, in order to elect and maintain the Highest Daily Value death benefit. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. All subsequent transfers and Purchase Payments will be subject to the new investment limitations.

The HDV death benefit depends on whether death occurs before or after the Death Benefit Target Date.

IF THE CONTRACT OWNER DIES BEFORE THE DEATH BENEFIT TARGET DATE, THE DEATH BENEFIT EQUALS THE GREATER OF:

- . the base death benefit; and
- . the HDV as of the contract owner's date of death.

IF THE CONTRACT OWNER DIES ON OR AFTER THE DEATH BENEFIT TARGET DATE, THE DEATH BENEFIT EQUALS THE GREATER OF:

- . the base death benefit; and
- . the HDV on the Death Benefit Target Date plus the sum of all Purchase Payments less the sum of all proportional withdrawals since the Death Benefit Target Date.

The amount determined by this calculation is increased by any Purchase Payments received after the contract owner's date of death and decreased by any proportional withdrawals since such date.

CALCULATION OF THE HIGHEST DAILY VALUE DEATH BENEFIT

Examples of Highest Daily Value Death Benefit Calculation The following are examples of how the HDV death benefit is calculated. Each example assumes an initial Purchase Payment of \$50,000. Each example assumes that there is one contract owner who is age 70 on the contract date.

4: WHAT IS THE DEATH BENEFIT? continued

Example with Market Increase and Death before Death Benefit Target Date Assume that the contract owner's Contract Value has generally been increasing due to positive market performance and that no withdrawals have been made. On the date we receive due proof of death, the Contract Value is \$75,000; however, the Highest Daily Value was \$90,000. Assume as well that the contract owner has died before the Death Benefit Target Date. The death benefit is equal to the greater of HDV or the base death benefit. The death benefit would be the Highest Daily Value (\$90,000) because it is greater than the amount that would have been payable under the base death benefit (\$75,000).

Example with Withdrawals

Assume that the Contract Value has been increasing due to positive market performance and the contract owner made a withdrawal of \$15,000 in contract year 7 when the Contract Value was \$75,000. On the date we receive due proof of death, the Contract Value is \$80,000; however, the Highest Daily Value (\$90,000) was attained during the fifth contract year. Assume as well that the contract owner has died before the Death Benefit Target Date. The Death Benefit is equal to the greater of the Highest Daily Value (proportionally reduced by the subsequent withdrawal) or the base death benefit.

$$\begin{aligned}\text{Highest Daily Value} &= \$90,000 - [\$90,000 * \$15,000/\$75,000] \\ &= \$90,000 - \$18,000 \\ &= \$72,000\end{aligned}$$

$$\begin{aligned}\text{Base Death Benefit} &= \max [\$80,000, \$50,000 - (\$50,000 * \$15,000/\$75,000)] \\ &= \max [\$80,000, \$40,000] \\ &= \$80,000\end{aligned}$$

The death benefit therefore is \$80,000.

Example with Death after Death Benefit Target Date Assume that the contract owner's Contract Value has generally been increasing due to positive market performance and that no withdrawals had been made prior to the Death Benefit Target Date. Further assume that the contract owner dies after the Death Benefit Target Date, when the Contract Value is \$75,000. The Highest Daily Value on the Death Benefit Target Date was \$80,000; however, following the Death Benefit Target Date, the contract owner made a Purchase Payment of \$15,000 and later had taken a withdrawal of \$5,000 when the Contract Value was \$70,000. The death benefit is equal to the greater of the Highest Daily Value on the Death Benefit Target Date plus Purchase Payments minus proportional withdrawals after the Death Benefit Target Date or the base death benefit.

$$\begin{aligned}\text{Highest Daily Value} &= \$80,000 + \$15,000 - [(\$80,000 + \$15,000) * \$5,000/\$70,000] \\ &= \$80,000 + \$15,000 - \$6,786 \\ &= \$88,214\end{aligned}$$

$$\begin{aligned}\text{Base Death Benefit} &= \max [\$75,000, (\$50,000 + \$15,000) - [(\$50,000 + \$15,000) * \$5,000/\$70,000]] \\ &= \max [\$75,000, \$60,357] \\ &= \$75,000\end{aligned}$$

The death benefit therefore is \$88,214.

PAYOUT OPTIONS

Originally, a beneficiary could, within 60 days of providing proof of death, take the death benefit as follows:

With respect to a death benefit paid before March 19, 2007, the death benefit payout options were:

Choice 1. Lump sum payment of the death benefit. If the beneficiary does not choose a payout option within sixty days, the beneficiary will receive this payout option.

Choice 2. The payment of the entire death benefit within a period of 5 years from the date of death of the first-to-die of the owner or joint owner.

The entire death benefit will include any increases or losses resulting from the performance of the variable or fixed interest rate options during this period. During this period the beneficiary may: reallocate the Contract Value among the variable, fixed interest rate, or the market value adjustment options; name a beneficiary to receive any remaining death benefit in the event of the beneficiary's death; and make withdrawals from the Contract Value, in which case, any such withdrawals will not be subject to any withdrawal charges. However, the beneficiary may not make any Purchase Payments to the contract.

50

During this 5-year period, we will continue to deduct from the death benefit proceeds the charges and costs that were associated with the features and benefits of the contract. Some of these features and benefits may not be available to the beneficiary, such as the Guaranteed Minimum Income Benefit.

Choice 3. Payment of the death benefit under an annuity or annuity settlement option over the lifetime of the beneficiary or over a period not extending beyond the life expectancy of the beneficiary with distribution beginning within one year of the date of death of the owner.

Any portion of the death benefit not applied under Choice 3 within one year of the date of death of the first to die must be distributed within five years of that date of death.

The tax consequences to the beneficiary vary among the three death benefit payout options. See Section 9, "What Are The Tax Considerations Associated With The Strategic Partners Plus Contract?"

With respect to death benefits paid on or after March 19, 2007, unless the surviving spouse opts to continue the contract (or spousal continuance is required under the terms of your contract), a beneficiary of the death benefit may, within 60 days of providing proof of death, also take the death benefit as indicated above or as follows:

. As a lump sum. If the beneficiary does not choose a payout option within sixty days, the beneficiary will be paid in this manner; or

. As payment of the entire death benefit within a period of 5 years from the date of death; or

. As a series of payments not extending beyond the life expectancy of the beneficiary, or over the life of the beneficiary. Payments under this option must begin within one year of the date of death; or

. As the beneficiary continuation option, described immediately below.

BENEFICIARY CONTINUATION OPTION

Instead of receiving the death benefit in a single payment, or under an annuity option, a beneficiary may take the death benefit under an alternative death benefit payment option, as provided by the Code. This "Beneficiary Continuation Option" is described below and is only available for an IRA, Roth IRA, SEP IRA, 403(b), or a non-qualified contract.

Under the Beneficiary Continuation Option:

- . The owner's contract will be continued in the owner's name, for the benefit of the beneficiary.
- . The beneficiary will incur a Settlement Service Charge which is an annual charge assessed on a daily basis against the average daily net assets allocated to the Sub-accounts. The charge is 1.00% per year.
- . The beneficiary will incur an annual maintenance fee equal to the lesser of \$30 or 2% of Contract Value if the Contract Value is less than \$25,000 at the time the fee is assessed. The fee will not apply if it is assessed 30 days prior to a surrender request.
- . The initial Contract Value will be equal to any death benefit (including any optional death benefit) that would have been payable to the beneficiary if they had taken a lump sum distribution.
- . The available Sub-accounts will be among those available to the owner at the time of death, however certain Sub-accounts may not be available.
- . The beneficiary may request transfers among Sub-accounts, subject to the same limitations and restrictions that applied to the owner. Transfers in excess of 20 per year will incur a \$10 transfer fee.
- . No additional Purchase Payments can be applied to the contract.
- . The basic death benefit and any optional benefits elected by the owner will no longer apply to the beneficiary.
- . The beneficiary can request a withdrawal of all or a portion of the Contract Value at any time without application of any applicable CDSC unless the Beneficiary Continuation Option was the payout predetermined by the owner and the owner restricted the beneficiary's withdrawal rights.
- . Withdrawals are not subject to CDSC.
- . Upon the death of the beneficiary, any remaining Contract Value will be paid in a lump sum to the person(s) named by the beneficiary, unless the beneficiary named a successor who may continue receiving payments.

Currently only investment options corresponding to Portfolios of the Advanced Series Trust and the Prudential Money Market Portfolio of The Prudential Series Fund are available under the Beneficiary Continuation Option.

Your beneficiary will be provided with a prospectus and a settlement agreement that will describe this option. Please contact us for additional information on the availability, restrictions and limitations that will apply to a beneficiary under the beneficiary continuation option. We may pay compensation to the selling broker-dealer based on amounts held in the Beneficiary Continuation Option.

ALTERNATIVE DEATH BENEFIT PAYMENT OPTIONS - CONTRACTS OWNED BY INDIVIDUALS

(NOT ASSOCIATED WITH TAX-FAVORED PLANS)

Except in the case of spousal continuance as described below, upon your death, certain distributions must be made under the contract. The required distributions depend on whether you die before you start taking annuity payments under the contract or after you start taking annuity payments under the contract.

4: WHAT IS THE DEATH BENEFIT? continued

If you die on or after the annuity date, the remaining portion of the interest in the contract must be distributed at least as rapidly as under the method of distribution being used as of the date of death.

In the event of your death before the annuity date, the death benefit must be distributed:

. by December 31st of the year including the five year anniversary of the date of death; or

. as a series of annuity payments not extending beyond the life expectancy of the beneficiary or over the life of the beneficiary. Payments under this option must begin within one year of the date of death.

Unless you have made an election prior to death benefit proceeds becoming due, a beneficiary can elect to receive the death benefit proceeds under the Beneficiary Continuation Option as described above in the section entitled "Beneficiary Continuation Option," or as a series of fixed annuity payments. See the section entitled "What Kind of Payments Will I Receive During the Income Phase?"

ALTERNATIVE DEATH BENEFIT PAYMENT OPTIONS - CONTRACTS HELD BY TAX-FAVORED PLANS The Code provides for alternative death benefit payment options when a contract is used as an IRA, 403(b) or other "qualified investment" that requires minimum distributions. Upon your death under an IRA, 403(b) or other "qualified investment", the designated beneficiary may generally elect to continue the contract and receive Required Minimum Distributions under the contract, instead of receiving the death benefit in a single payment. The available payment options will depend on whether you die before the date Required Minimum Distributions under the Code were to begin, whether you have named a designated beneficiary and whether the beneficiary is your surviving spouse.

. If you die after a designated beneficiary has been named, the death benefit must be distributed by December 31st of the year including the five year anniversary of the date of death, or as periodic payments not extending beyond the life or life expectancy of the designated beneficiary (provided such payments begin by December 31st of the year following the year of death). However, if your surviving spouse is the beneficiary, the death benefit can be paid out over the life or life expectancy of your spouse with such payments beginning no later than December 31st of the year following the year of death or December 31st of the year in which you would have reached age 70 1/2, which ever is later. Additionally, if the contract is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner.

. If you die before a designated beneficiary is named and before the date required minimum distributions must begin under the Code, the death benefit must be paid out within five years from the date of death. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

. If you die before a designated beneficiary is named and after the date Required Minimum Distributions must begin under the Code, the death benefit must be paid out at least as rapidly as under the method then in effect. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

A beneficiary has the flexibility to take out more each year than mandated under the required minimum distribution rules.

Until withdrawn, amounts in an IRA, 403(b) or other "qualified investment" continue to be tax deferred. Amounts withdrawn each year, including amounts that are required to be withdrawn under the Minimum Distribution rules, are subject to tax. You may wish to consult a professional tax advisor for tax advice as to your particular situation.

For a Roth IRA, if death occurs before the entire interest is distributed, the death benefit must be distributed under the same rules applied to IRAs where death occurs before the date Required Minimum Distributions must begin under the Code.

The tax consequences to the beneficiary may vary among the different death benefit payment options. See the Tax Considerations section of this prospectus, and consult your tax advisor.

EARNINGS APPRECIATOR BENEFIT

The Earnings Appreciator Benefit (EAB) is an optional, supplemental death benefit that provides a benefit payment upon the death of the sole owner or first-to-die of the owner or joint owner during the accumulation phase. Any Earnings Appreciator Benefit payment we make will be in addition to any other death benefit payment we make under the contract. This feature may not be available in your state.

The Earnings Appreciator Benefit is designed to provide a beneficiary with additional funds when we pay a death benefit in order to defray the impact taxes may have on that payment. Because individual circumstances vary, you should consult with a qualified tax advisor to determine whether it would be appropriate for you to elect the Earnings Appreciator Benefit.

If you want the Earnings Appreciator Benefit, you generally must elect it at the time you apply for the contract. If you elect the Earnings Appreciator Benefit, you may not later revoke it. You may, if you wish, select both the Earnings Appreciator Benefit and the Highest Daily Value Death Benefit.

Upon our receipt of proof of death in good order, we will determine an Earnings Appreciator Benefit by multiplying the Earnings Appreciator Benefit percentage below by the lesser of: (i) the then-existing amount of earnings under the contract, or (ii) an amount equal to 3 times the sum of all Purchase Payments previously made under the contract.

For purposes of computing earnings and Purchase Payments under the Earnings Appreciator Benefit, we calculate earnings as the difference between the Contract Value and the sum of all Purchase Payments. Withdrawals reduce earnings first, then Purchase Payments, on a dollar-for-dollar basis.

EAB percentages are as follows:

- . 40% if the owner is age 70 or younger on the date the application is signed.
- . 25% if the owner is between ages 71 and 75 on the date the application is signed.
- . 15% if the owner is between ages 76 and 79 on the date the application is signed.

If the contract is owned jointly, the age of the older of the owner or joint owner determines the EAB percentage.

If the surviving spouse is continuing the contract in accordance with the Spousal Continuance Option (See "Spousal Continuance Option" below), the following conditions apply:

- . In calculating the Earnings Appreciator Benefit, we will use the age of the surviving spouse at the time that the Spousal Continuance Option is activated to determine the applicable EAB percentage.
- . We will not allow the surviving spouse to continue the Earnings Appreciator Benefit (or bear the charge associated with this benefit) if he or she is age 80 or older on the date that the Spousal Continuance Option is activated.
- . If the Earnings Appreciator Benefit is continued, we will calculate any applicable Earnings Appreciator Benefit payable upon the surviving spouse's death by treating the Contract Value (as adjusted under the terms of the Spousal Continuance Option) as the first Purchase Payment.

Terminating the Earnings Appreciator Benefit The Earnings Appreciator Benefit will terminate on the earliest of:

- . the date you make a total withdrawal from the contract,
- . the date a death benefit is payable if the contract is not continued by the surviving spouse under the Spousal Continuance Option,
- . the date the contract terminates, or
- . the date you annuitize the contract.

Upon termination of the Earnings Appreciator Benefit, we cease imposing the associated charge.

SPOUSAL CONTINUANCE OPTION

This benefit is available if, on the date we receive proof of the owner's death (or annuitant's death, for custodial contracts) in good order (1) there is only one owner of the contract and there is only one beneficiary who is the owner's spouse, or (2) there are an owner and joint owner of the contract, and the joint owner is the owner's spouse and the owner's beneficiary under the contract or (3) the contract is held by a custodial account established to hold retirement assets for the benefit of the natural person annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account"), and the custodian of the account has elected to continue the contract, and designate the surviving spouse as annuitant. Continuing the contract in the latter scenario will result in the contract no longer qualifying for tax deferral under the Internal Revenue Code. However, such tax deferral should result from the ownership of the contract by the

Custodial Account. Spousal continuance may also be available where the contract is owned by certain other types of entity-owners. Please consult your tax or legal adviser.

In no event, however, can the annuitant be older than the maximum age for annuitization on the date of the owner's death, nor can the surviving spouse be older than 95 on the date of the owner's death (or the annuitant's death, in the case of a custodially-owned contract referenced above). Assuming the above conditions are present, the surviving spouse (or custodian, for the custodially-owned contracts referenced above) can elect the Spousal Continuance Option, but must do so no later than 60 days after furnishing proof of death in good order. Upon activation of the Spousal Continuance Option, the Contract Value is adjusted to equal the amount of the death benefit to which the surviving spouse would have been entitled. This Contract Value will serve as the basis for calculating any death benefit payable upon the death of the surviving spouse. We will allocate any increase in the adjusted Contract Value among the variable, fixed interest rate or market value adjustment options in the same proportions that existed immediately prior to the spousal continuance adjustment. We will waive the \$1,000 minimum requirement for the market value adjustment option.

4: WHAT IS THE DEATH BENEFIT? continued

Under the Spousal Continuance Option, we waive any potential withdrawal charges applicable to Purchase Payments made prior to activation of the Spousal Continuance Option. However, we will continue to impose withdrawal charges on Purchase Payments made after activation of this benefit. In addition, Contract Value allocated to the market value adjustment option will remain subject to a potential market value adjustment.

IF YOU ELECTED THE BASE DEATH BENEFIT, then upon activation of the Spousal Continuance Option, we will adjust the Contract Value to equal the greater of:

- . the Contract Value, or
 - . the sum of all invested Purchase Payments (adjusted for withdrawals),
- plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU ELECTED THE GUARANTEED MINIMUM DEATH BENEFIT WITH THE GMDB ROLL-UP, we

will adjust the Contract Value to equal the greater of:

- . the Contract Value, or
 - . the GMDB roll-up,
- plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU HAVE ELECTED THE GUARANTEED MINIMUM DEATH BENEFIT WITH THE GMDB

STEP-UP, we will adjust the Contract Value to equal the greater of:

- . the Contract Value, or
 - . the GMDB step-up,
-

plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU HAVE ELECTED THE GUARANTEED MINIMUM DEATH BENEFIT WITH THE GREATER OF THE GMDB ROLL-UP AND GMDB STEP-UP, we will adjust the Contract Value to equal the greatest of:

- . the Contract Value,
- . the GMDB roll-up, or
- . the GMDB step-up,

plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU HAVE ELECTED THE HIGHEST DAILY VALUE DEATH BENEFIT, we will adjust the

Contract Value to equal the greater of:

- . the Contract Value, or
- . the Highest Daily Value,

plus the amount of any applicable Earnings Appreciator Benefit.

After we have made the adjustment to Contract Value set out immediately above, we will continue to compute the GMDB roll-up and the GMDB step-up, or HDV death benefit (as applicable), under the surviving spousal owner's contract, and will do so in accordance with the preceding discussion in this section.

If the contract is being continued by the surviving spouse, the attained age of the surviving spouse will be the basis used in determining the death benefit payable under the Guaranteed Minimum Death Benefit or Highest Daily Value Death Benefit provisions of the contract. The contract may not be continued upon the death of a spouse who had assumed ownership of the contract through the exercise of the Spousal Continuation Option.

IF YOU ELECTED THE GUARANTEED MINIMUM INCOME BENEFIT, it will be continued for the surviving spousal owner. All provisions of the Guaranteed Minimum Income Benefit (i.e., waiting period, GMIB roll-up cap, etc.) will remain the same as on the date of the owner's death. If the GMIB reset feature was never exercised, the surviving spousal owner can exercise the GMIB reset feature twice. If the original owner had previously exercised the GMIB reset feature once, the surviving spousal owner can exercise the GMIB reset once. However, the surviving spouse (or new annuitant designated by the surviving spouse) must be under 76 years of age at the time of reset. If the original owner had previously exercised the GMIB reset feature twice, the surviving spousal owner may not exercise the GMIB reset at all. If the attained age of the surviving spouse at activation of the Spousal Continuation Option, when added to the remainder of the GMIB waiting period to be satisfied, would preclude the

surviving spouse from utilizing the Guaranteed Minimum Income Benefit, we will revoke the Guaranteed Minimum Income Benefit under the contract at that time and we will no longer charge for that benefit.

IF YOU ELECTED ONE OF THE LIFETIME WITHDRAWAL BENEFITS, on the owner's death, the benefit will end. However, if the owner's surviving spouse would be eligible to acquire the benefit as if he/she were a new purchaser, then the surviving spouse may continue the benefit under the Spousal Continuation Option.

IF YOU ELECTED THE INCOME APPRECIATOR BENEFIT, on the owner's death (or first-to-die, in the case of joint owners), the Income Appreciator Benefit will end unless the contract is continued by the deceased owner's surviving spouse under the Spousal Continuance Option. If the contract is continued by the surviving spouse, we will continue to pay the balance of any Income Appreciator Benefit payments until the earliest to occur of the following:

(a) the date on which 10 years' worth of IAB automatic withdrawal payments or IAB credits, as applicable, have been paid, (b) the latest date on which annuity payments would have had to have commenced had the owner not died (i.e., the contract anniversary coinciding with or next following the annuitant's 95th birthday), or (c) the contract anniversary coinciding with or next following the annuitants' surviving spouse's 95th birthday.

If the Income Appreciator Benefit has not been in force for 7 contract years, the surviving spouse may not activate the benefit until it has been in force for 7 contract years. If the attained age of the surviving spouse at activation of the Spousal Continuance Option, when added to the remainder of the Income Appreciator Benefit waiting period to be satisfied, would preclude the surviving spouse from utilizing the Income Appreciator Benefit, we will revoke the Income Appreciator Benefit under the contract at that time and we will no longer charge for that benefit. If the Income Appreciator Benefit has been in force for 7 contract years or more, but the benefit has not been activated, the surviving spouse may activate the benefit at any time after the contract has been continued. If the Income Appreciator Benefit is activated after the contract is continued by the surviving spouse, the Income Appreciator Benefit calculation will exclude any amount added to the contract at the time of spousal continuance resulting from any death benefit value exceeding the Contract Value.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS?

LIFETIME FIVE/SM/ INCOME BENEFIT (LIFETIME FIVE)/SM/

The Lifetime Five Income Benefit (Lifetime Five) is an optional feature that guarantees your ability to withdraw amounts equal to a percentage of an initial principal value (called the "Protected Withdrawal Value"), regardless of the impact of market performance on your Contract Value, subject to our rules regarding the timing and amount of withdrawals. There are two options—one is designed to provide an annual withdrawal amount for life (the "Life Income Benefit") and the other is designed to provide a greater annual withdrawal amount (than the first option) as long as there is Protected Withdrawal Value (adjusted as described below) (the "Withdrawal Benefit"). If there is no Protected Withdrawal Value, the Withdrawal Benefit will be zero. You do not choose between these two options; each option will continue to be available as long as the annuity has a Contract Value and Lifetime Five is in effect. Certain benefits under Lifetime Five may remain in effect even if the Contract Value is zero. The option may be appropriate if you intend to make periodic withdrawals from your contract and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals - the guarantees are not lost if you withdraw less than the maximum allowable amount each year. Lifetime Five is only being offered in those jurisdictions where we have received regulatory approval and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions. Certain terms and conditions may differ between jurisdictions once approved.

Lifetime Five is subject to certain restrictions described below.

. Currently, Lifetime Five can only be elected once each contract year, and only where the annuitant and the contract owner are the same person or, if the contract owner is an entity, where there is only one annuitant. We reserve the right to limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to contract owners who have an effective Lifetime Five Income Benefit.

. The annuitant must be at least 45 years old when Lifetime Five is elected.

. Lifetime Five may not be elected if you have elected any other optional living benefit.

Owners electing this benefit prior to December 5, 2005, were required to allocate Contract Value to one or more of the following asset allocation portfolios of the Prudential Series Fund: SP Balanced Asset Allocation Portfolio, SP Conservative Asset Allocation Portfolio, and SP Growth Asset Allocation Portfolio. Owners electing this benefit on or after December 5, 2005 must allocate Contract Value to one or more of the following asset allocation portfolios of Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST UBS Dynamic Alpha Strategy Portfolio, AST American Century Strategic Allocation or AST T. Rowe Price Asset Allocation Portfolio. As specified in this paragraph, you generally must allocate your Contract Value in accordance with the then-available option(s) that we may prescribe, in order to elect and maintain Lifetime Five. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, that new

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? *continued*

requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. All subsequent transfers and Purchase Payments will be subject to the new investment limitations.

Protected Withdrawal Value

The Protected Withdrawal Value is used to determine the amount of each annual payment under the Life Income Benefit and the Withdrawal Benefit. The initial Protected Withdrawal Value is determined as of the date you make your first withdrawal under your contract following your election of Lifetime Five. The initial Protected Withdrawal Value is equal to the greater of: (A) the Contract Value on the date you elect Lifetime Five, plus any additional Purchase Payments (and any Credits), each growing at 5% per year from the date of your election of the benefit, or application of the Purchase Payment to your contract, as applicable, until the date of your first withdrawal or the 10th anniversary of the benefit effective date, if earlier; (B) the Contract Value on the date of the first withdrawal from your contract, prior to the withdrawal; (C) the highest Contract Value on each contract anniversary, plus subsequent Purchase Payments (plus any Credits) prior to the first withdrawal or the 10th anniversary of the benefit effective date, if earlier. With respect to A and C above, after the 10th anniversary of the benefit effective date, each value is increased by the amount of any subsequent Purchase Payments (plus any Credits).

. If you elect Lifetime Five at the time you purchase your contract, the Contract Value will be your initial Purchase Payment (plus any Credits).

For existing contract owners who are electing the Lifetime Five Benefit, the Contract Value on the date of the contract owner's election of Lifetime Five will be used to determine the initial Protected Withdrawal Value.

. If you make additional Purchase Payments after your first withdrawal, the Protected Withdrawal Value will be increased by the amount of each additional Purchase Payment (plus any Credits).

Step-Up of the Protected Withdrawal Value You may elect to step-up your Protected Withdrawal Value if, due to positive market performance, your Contract Value is greater than the Protected Withdrawal Value.

If you elected the Lifetime Five program on or after March 20, 2006:

- . you are eligible to step-up the Protected Withdrawal Value on or after the 1st anniversary of the first withdrawal under the Lifetime Five program.
- . the Protected Withdrawal Value can be stepped up again on or after the 1st anniversary of the preceding step-up.

If you elected the Lifetime Five program prior to March 20, 2006 and that original election remains in effect:

- . you are eligible to step-up the Protected Withdrawal Value on or after the 5th anniversary of the first withdrawal under Lifetime Five program.
- . the Protected Withdrawal Value can be stepped up again on or after the 5th anniversary of the preceding step-up.

In either scenario (i.e., elections before or after March 20, 2006) if you elect to step-up the Protected Withdrawal Value under the program, and on the date you elect to step-up, the charges under the Lifetime Five program have changed for new purchasers, you may be subject to the new charge at the time of step-up. Upon election of the step-up, we increase the Protected Withdrawal Value to be equal to the then current Contract Value. For example, assume your initial Protected Withdrawal Value was \$100,000 and you have made cumulative withdrawals of \$40,000, reducing the Protected Withdrawal Value to \$60,000. On the date you are eligible to step-up the Protected Withdrawal Value, your Contract Value is equal to \$75,000. You could elect to step-up the Protected Withdrawal Value to \$75,000 on the date you are eligible. If your current Annual Income Amount and Annual Withdrawal Amount are less than they would be if we did not reflect the step-up in Protected Withdrawal Value, then we will increase these amounts to reflect the step-up as described below.

An optional automatic step-up ("Auto Step-Up") feature is available for this benefit. This feature may be elected at the time the benefit is elected or at any time while the benefit is in force.

If you elected Lifetime Five on or after March 20, 2006 and have also elected the Auto Step-Up feature:

- . the first Auto Step-Up opportunity will occur on the 1st Contract Anniversary that is at least one year after the later of (1) the date of the first withdrawal under Lifetime Five or (2) the most recent step-up.
- . your Protected Withdrawal Value will only be stepped-up if 5% of the Contract Value is greater than the Annual Income Amount by any amount.
- . if at the time of the first Auto Step-Up opportunity, 5% of the Contract Value is not greater than the Annual Income Amount, an Auto Step-Up opportunity will occur on each successive Contract Anniversary until a step-up occurs.
- . once a step-up occurs, the next Auto Step-Up opportunity will occur on the 1st Contract Anniversary that is at least one year after the most recent step-up.

If you elected Lifetime Five prior to March 20, 2006 and have also elected the Auto Step-Up feature:

- . the first Auto Step-Up opportunity will occur on the Contract Anniversary that is at least five years after the later of (1) the date of the first withdrawal under Lifetime Five or (2) the most recent step-up.
-

. your Protected Withdrawal Value will only be stepped-up if 5% of the Contract Value is greater than the Annual Income Amount by 5% or more.

. if at the time of the first Auto Step-Up opportunity, 5% of the Contract Value does not exceed the Annual Income Amount by 5% or more, an Auto Step-Up opportunity will occur on each successive Contract Anniversary until a step-up occurs.

. once a step-up occurs, the next Auto Step-Up opportunity will occur on the Contract Anniversary that is at least 5 years after the most recent step-up.

In either scenario (i.e., elections before or after March 20, 2006), if on the date that we implement an Auto Step-Up to your Protected Withdrawal Value, the charge for Lifetime Five has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Subject to our rules and restrictions, you will still be permitted to manually step-up the Protected Withdrawal Value even if you elect the Auto Step-Up feature.

The Protected Withdrawal Value is reduced each time a withdrawal is made on a "dollar-for-dollar" basis up to 7% per contract year of the Protected Withdrawal Value and on the greater of a "dollar-for-dollar" basis or a pro rata basis for withdrawals in a contract year in excess of that amount until the Protected Withdrawal Value is reduced to zero. At that point, the Annual Withdrawal Amount will be zero until such time (if any) as the contract reflects a Protected Withdrawal Value (for example, due to a step-up or additional Purchase Payments being made into the contract).

Annual Income Amount Under the Life Income Benefit The initial Annual Income Amount is equal to 5% of the initial Protected Withdrawal Value. Under Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years. If your cumulative withdrawals are in excess of the Annual Income Amount (Excess Income), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charges that may apply. A withdrawal can be considered Excess Income under the Life Income Benefit even though it does not exceed the Annual Withdrawal Amount under the Withdrawal Benefit. When you elect a step-up, your Annual Income Amount increases to equal 5% of your Contract Value after the step-up if such amount is greater than your Annual Income Amount. Your Annual Income Amount also increases if you make additional Purchase Payments. The amount of the increase is equal to 5% of any additional Purchase Payments. Any increase will be added to your Annual Income Amount beginning on the day that the step-up is effective or the Purchase Payment is made. A determination of whether you have exceeded your Annual Income Amount is made at the time of each withdrawal; therefore, a subsequent increase in the Annual Income Amount will not offset the effect of a withdrawal that exceeded the Annual Income Amount at the time the withdrawal was made.

Annual Withdrawal Amount Under the Withdrawal Benefit The initial Annual Withdrawal Amount is equal to 7% of the initial Protected Withdrawal Value. Under Lifetime Five, if your cumulative withdrawals each contract year are less than or equal to the Annual Withdrawal Amount, your Protected Withdrawal Value will be reduced on a "dollar-for-dollar" basis. If your cumulative withdrawals are in excess of the Annual Withdrawal Amount (Excess Withdrawal), your Annual Withdrawal Amount will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Withdrawal to the Contract Value immediately prior to such withdrawal (see the examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charges that may apply. When you elect a step-up, your Annual Withdrawal Amount increases to equal 7% of your Contract Value after the step-up if such amount is greater than your Annual Withdrawal Amount. Your Annual Withdrawal Amount also increases if you make additional Purchase Payments. The amount of the increase is equal to 7% of any additional Purchase Payments. A determination of whether you have exceeded your Annual Withdrawal Amount is made at the time of each withdrawal; therefore, a subsequent increase in the Annual Withdrawal Amount will not offset the effect of a withdrawal that exceeded the Annual Withdrawal Amount at the time the withdrawal was made.

Lifetime Five does not affect your ability to make withdrawals under your contract or limit your ability to request withdrawals that exceed the Annual Income Amount and the Annual Withdrawal Amount. You are not required to withdraw all or any portion of the Annual Withdrawal Amount or Annual Income Amount in each contract year.

. If, cumulatively, you withdraw an amount less than the Annual Withdrawal Amount under the Withdrawal benefit in any contract year, you cannot carry-over the unused portion of the Annual Withdrawal Amount to subsequent contract years.

. If, cumulatively, you withdraw an amount less than the Annual Income Amount under the Life Income benefit in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

However, because the Protected Withdrawal Value is only reduced by the actual amount of withdrawals you make under these circumstances, any unused Annual Withdrawal Amount or Annual Income Amount may extend the period of time until the remaining Protected Withdrawal Value is reduced to zero.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

The following examples of dollar-for-dollar and proportional reductions and the step-up of the Protected Withdrawal Value, Annual Withdrawal Amount and Annual Income Amount assume: 1.) the contract date and the effective date of Lifetime Five are February 1, 2005; 2.) an initial Purchase Payment of \$250,000; 3.) the Contract Value on February 1, 2006 is equal to \$265,000; and

4.) the first withdrawal occurs on March 1, 2006 when the Contract Value is equal to \$263,000. The values set forth here are purely hypothetical, and do not reflect the charge for Lifetime Five.

The initial Protected Withdrawal Value is calculated as the greatest of (a),

(b) and (c):

(a) Purchase payment accumulated at 5% per year from February 1, 2005 until March 1, 2006 (393 days) = $\$250,000 \times 1.05 / (393/365) = \$263,484.33$

(b) Contract Value on March 1, 2006 (the date of the first withdrawal) = \$263,000

(c) Contract Value on February 1, 2006 (the first contract anniversary) = \$265,000

Therefore, the initial Protected Withdrawal Value is equal to \$265,000. The Annual Withdrawal Amount is equal to \$18,550 under the Withdrawal benefit (7% of \$265,000). The Annual Income Amount is equal to \$13,250 under the Life Income benefit (5% of \$265,000).

Example 1. Dollar-for-Dollar Reduction

If \$10,000 was withdrawn (less than both the Annual Income Amount and the Annual Withdrawal Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Withdrawal Amount for current contract year = $\$18,550 - \$10,000 = \$8,550$

. Annual Withdrawal Amount for future contract years remains at \$18,550

. Remaining Annual Income Amount for current contract year = $\$13,250 - \$10,000 = \$3,250$

. Annual Income Amount for future contract years remains at \$13,250

. Protected Withdrawal Value is reduced by \$10,000 from \$265,000 to \$255,000

Example 2. Dollar-for-Dollar and Proportional Reductions

a) If \$15,000 was withdrawn (more than the Annual Income Amount but less than the Annual Withdrawal Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Withdrawal Amount for current contract year = $\$18,550 - \$15,000 = \$3,550$

. Annual Withdrawal Amount for future contract years remains at \$18,550

. Remaining Annual Income Amount for current contract year = \$0

. Excess of withdrawal over the Annual Income Amount ($\$15,000 - \$13,250 = \$1,750$) reduces Annual Income Amount for future contract years.

. Reduction to Annual Income Amount = $\text{Excess Income} / \text{Contract Value before Excess Income} \times \text{Annual Income Amount} = \$1,750 / (\$263,000 - \$13,250) \times \$13,250 = \$93$

. Annual Income Amount for future contract years = $\$13,250 - \$93 = \$13,157$

. Protected Withdrawal Value is reduced by \$15,000 from \$265,000 to \$250,000

b) If \$25,000 was withdrawn (more than both the Annual Income Amount and the Annual Withdrawal Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Withdrawal Amount for current contract year = \$0

. Excess of withdrawal over the Annual Withdrawal Amount ($\$25,000 - \$18,550 = \$6,450$) reduces Annual Withdrawal Amount for future contract years.

. Reduction to Annual Withdrawal Amount = $\text{Excess Withdrawal} / \text{Contract Value before Excess Withdrawal} \times \text{Annual Withdrawal Amount} = \$6,450 / (\$263,000 - \$18,550) \times \$18,550 = \$489$

. Annual Withdrawal Amount for future contract years = $\$18,550 - \$489 = \$18,061$

. Remaining Annual Income Amount for current contract year = \$0

. Excess of withdrawal over the Annual Income Amount ($\$25,000 - \$13,250 = \$11,750$) reduces Annual Income Amount for future contract years.

. Reduction to Annual Income Amount = $\text{Excess Income} / \text{Contract Value before Excess Income} \times \text{Annual Income Amount} = \$11,750 / (\$263,000 - \$13,250) \times \$13,250 = \$623$

. Annual Income Amount for future contract years = $\$13,250 - \$623 = \$12,627$

. Protected Withdrawal Value is first reduced by the Annual Withdrawal Amount (\$18,550) from \$265,000 to \$246,450. It is further reduced by the greater of a dollar-for-dollar reduction or a proportional reduction.

. Dollar-for-dollar reduction = $\$25,000 - \$18,550 = \$6,450$

. Proportional reduction = $\text{Excess Withdrawal} / \text{Contract Value before Excess Withdrawal} \times \text{Protected Withdrawal Value} = \$6,450 / (\$263,000 - \$18,550) \times \$246,450 = \$6,503$

. Protected Withdrawal Value = $\$246,450 - \max [\$6,450, \$6,503] = \$239,947$

Example 3. Step-Up of the Protected Withdrawal Value If the Annual Income Amount (\$13,250) is withdrawn each year starting on March 1, 2006 for a period of 3 years, the Protected Withdrawal Value on February 1, 2012 would be reduced to \$225,250 $\{ \$265,000 - (\$13,250 \times 3) \}$. If a step-up is elected on February 1, 2012, and the Contract Value on February 1, 2012 is \$280,000, then the following values would result:

. Protected Withdrawal Value = Contract Value on February 1, 2012 = \$280,000

. Annual Income Amount is equal to the greater of the current Annual Income Amount or 5% of the stepped up Protected Withdrawal Value. Current Annual Income Amount is \$13,250. 5% of the stepped up Protected Withdrawal Value is 5% of \$280,000, which is \$14,000. Therefore, the Annual Income Amount is increased to \$14,000.

. Annual Withdrawal Amount is equal to the greater of the current Annual Withdrawal Amount or 7% of the stepped up Protected Withdrawal Value. Current Annual Withdrawal Amount is \$18,550. 7% of the stepped-up Protected Withdrawal Value is 7% of \$280,000, which is \$19,600. Therefore the Annual Withdrawal Amount is increased to \$19,600.

. Because the Contract Date and Effective Date of Lifetime Five for this example is prior to March 20, 2006, if the step-up request on February 1, 2012 was due to the election of the auto step-up feature, we would first check to see if an auto step-up should occur by checking to see if 5% of the Contract Value exceeds the Annual Income Amount by 5% or more. 5% of the Contract Value is equal to 5% of \$280,000, which is \$14,000. 5% of the Annual Income Amount (\$13,250) is \$662.50, which added to the Annual Income Amount is \$13,912.50. Since 5% of the Contract Value is greater than \$13,912.50, the step-up would still occur in this scenario, and all of the values would be increased as indicated above. Had the Contract Date and effective date of the Lifetime Five benefit been on or after March 20, 2006, the step-up would still occur because 5% of the Contract Value is greater than the Annual Income Amount.

Benefits Under Lifetime Five

. If your Contract Value is equal to zero, and the cumulative withdrawals in the current contract year are greater than the Annual Withdrawal Amount, Lifetime Five will terminate. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount and amounts are still payable under both the Life Income Benefit and the Withdrawal Benefit, you will be given the choice of receiving the payments under the Life Income Benefit or under the Withdrawal Benefit. Once you make this election we will make an additional payment for that contract year equal to either the remaining Annual Income Amount or Annual Withdrawal Amount for the contract year, if any, depending on the option you choose. In subsequent contract years we make payments that equal either the Annual

Income Amount or the Annual Withdrawal Amount. You will not be able to change the option after your election and no further Purchase Payments will be accepted under your contract. If you do not make an election, we will pay you annually under the Life Income Benefit. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount but less than or equal to the Annual Withdrawal Amount and amounts are still payable under the Withdrawal Benefit, you will receive the payments under the Withdrawal Benefit. In the year of a withdrawal that reduced your Contract Value to zero, we will make an additional payment to equal any remaining Annual Withdrawal Amount and make payments equal to the Annual Withdrawal Amount in each subsequent year (until the Protected Withdrawal Value is depleted). Once your Contract Value equals zero no further Purchase Payments will be accepted under your contract.

. If annuity payments are to begin under the terms of your contract or if you decide to begin receiving annuity payments and there is any Annual Income Amount due in subsequent contract years or any remaining Protected Withdrawal Value, you can elect one of the following three options:

1. apply your Contract Value to any annuity option available;
2. request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We make such annuity payments until the annuitant's death; or
3. request that, as of the date annuity payments are to begin, we pay out any remaining Protected Withdrawal Value as annuity payments. Each year such annuity payments will equal the Annual Withdrawal Amount or the remaining Protected Withdrawal Value if less. We make such annuity payments until the earlier of the annuitant's death or the date the Protected Withdrawal Value is depleted.

We must receive your request in a form acceptable to us at the Prudential Annuity Service Center.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a single life fixed annuity with five payments certain using the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

1. the present value of future Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed annuity rates then currently available or the single life fixed annuity rates guaranteed in your contract; and
2. the Contract Value.

. If no withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount and an Annual Withdrawal Amount as if you made your first withdrawal on the date the annuity payments are to begin.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Other Important Considerations

. Withdrawals under Lifetime Five are subject to all of the terms and conditions of the contract, including any withdrawal charges.

. Withdrawals made while Lifetime Five is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Lifetime Five does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable withdrawal charges). If you surrender your contract, you will receive the current Contract Value, not the Protected Withdrawal Value.

. You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing Lifetime Five. Lifetime Five provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Protected Withdrawal Value or Annual Income Amount in the form of periodic benefit payments.

Election of Lifetime Five

Lifetime Five can be elected at the time you purchase your contract, or after the contract date. Elections of Lifetime Five are subject to our eligibility rules and restrictions. The contract owner's Contract Value as of the date of election will be used as the basis to calculate the initial Protected Withdrawal Value, the initial Annual Withdrawal Amount, and the initial Annual Income Amount.

Termination of Lifetime Five

Lifetime Five terminates automatically when your Protected Withdrawal Value and Annual Income Amount reach zero. You may terminate Lifetime Five at any time by notifying us. If you terminate Lifetime Five, any guarantee provided by the benefit will terminate as of the date the termination is effective.

Lifetime Five terminates:

- . upon your surrender of the contract,

- . upon the death of the annuitant (but your surviving spouse may elect a new Lifetime Five benefit if your spouse elects the spousal continuance option and your spouse would then be eligible to elect the benefit as if he/she were a new purchaser),
- . upon a change in ownership of the contract that changes the tax identification number of the contract owner, or
- . upon your election to begin receiving annuity payments.

We cease imposing the charge for Lifetime Five upon the earliest to occur of

- (i) your election to terminate the benefit, (ii) our receipt of appropriate proof of the death of the owner (or annuitant, for entity owned contracts),
- (iii) the annuity date, (iv) automatic termination of the benefit due to an impermissible change of owner or annuitant, or (v) a withdrawal that causes the benefit to terminate.

While you may terminate Lifetime Five at any time, we may not terminate the benefit other than in the circumstances listed above. However, we may stop offering Lifetime Five for new elections or re-elections at any time in the future.

Currently, if you terminate Lifetime Five, you generally will only be permitted to re-elect the benefit or elect another lifetime withdrawal benefit on any anniversary of the contract date that is at least 90 calendar days from the date the benefit was last terminated.

If you elected Lifetime Five at the time you purchased your contract and prior to March 20, 2006, and you terminate Lifetime Five, there will be no waiting period before you can re-elect the benefit or elect Spousal Lifetime Five. However, once you choose to re-elect/elect, the waiting period described above will apply to subsequent re-elections. If you elected Lifetime Five after the time you purchased your contract, but prior to March 20, 2006, and you terminate Lifetime Five, you must wait until the contract anniversary following your cancellation before you can re-elect the benefit or elect Spousal Lifetime Five. Once you choose to re-elect/elect, the waiting period described above will apply to subsequent re-elections. We reserve the right to limit the re-election/election frequency in the future. Before making any such change to the re-election/election frequency, we will provide prior notice to contract owners who have an effective Lifetime Five Income Benefit.

Additional Tax Considerations for Qualified Contracts If you purchase an annuity contract as an investment vehicle for "qualified" investments, including an IRA, the minimum distribution rules under the Code require that you begin receiving periodic amounts from your annuity contract beginning after age 70 1/2. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Withdrawal Amount and the Annual Income Amount, which will cause us to increase the Annual Income Amount and the Annual Withdrawal Amount in any contract year that required minimum distributions due from your contract are greater than such amounts. Any such payments will reduce your Protected Withdrawal Value. In addition, the amount and duration of payments under the contract payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distribution provisions under the tax law.

SPOUSAL LIFETIME FIVE/SM/ INCOME BENEFIT (SPOUSAL LIFETIME FIVE)/SM/ The Spousal Lifetime Five Income Benefit (Spousal Lifetime Five) described below is only being offered in those jurisdictions where we have received regulatory approval and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions. Certain terms and conditions may differ between jurisdictions once approved. Currently, if you elect Spousal Lifetime Five and subsequently terminate the benefit, there may be a restriction on your ability to re-elect Spousal Lifetime Five and Lifetime Five. We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to contract owners who have an effective Spousal Lifetime Five Income Benefit. Spousal Lifetime Five must be elected based on two Designated Lives, as described below. Each Designated Life must be at least 55 years old when the benefit is elected. Spousal Lifetime Five is not available if you elect any other optional living or optional death benefit. As long as your Spousal Lifetime Five Income Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available option(s). Owners electing this benefit must allocate contract value to one or more of the following asset allocation portfolios of the Advanced Series Trust (we reserve the right to change these required portfolios on a prospective basis):

AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha Strategy Portfolio, or AST American Century Strategic Allocation Portfolio.

We offer a benefit that guarantees until the later death of two natural persons that are each other's spouses at the time of election of Spousal Lifetime Five and at the first death of one of them (the "Designated Lives", each a "Designated Life") the ability to withdraw an annual amount (Spousal Life Income Benefit) equal to a percentage of an initial

principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our rules regarding the timing and amount of withdrawals. The Spousal Life Income Benefit may remain in effect even if the Contract Value is zero. Spousal Lifetime Five may be appropriate if you intend to make periodic withdrawals from your annuity, wish to ensure that market performance will not affect your ability to receive annual payments and you wish either spouse to be able to continue the Spousal Life Income Benefit after the death of the first. You are not required to make withdrawals as part of the benefit - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit.

Initial Protected Withdrawal Value

The Protected Withdrawal Value is used to determine the amount of each annual payment under the Spousal Life Income Benefit. The initial Protected Withdrawal Value is determined as of the date you make your first withdrawal under your contract following your election of Spousal Lifetime Five. The initial Protected Withdrawal Value is equal to the greater of:

(A) the Contract Value on the date you elect Spousal Lifetime Five, plus any additional Purchase Payments (and any Credits), each growing at 5% per year from the date of your election of the benefit, or application of the Purchase Payment to your contract, as applicable, until the date of your first withdrawal or the 10th anniversary of the benefit effective date, if earlier;

(B) the Contract Value on the date of the first withdrawal from your contract, prior to the withdrawal;

(C) the highest Contract Value on each contract anniversary, plus subsequent Purchase Payments (plus any Credits) prior to the first withdrawal or the 10th anniversary of the benefit effective date, if earlier.

With respect to A and C above, after the 10th anniversary of the benefit effective date, each value is increased by the amount of any subsequent Purchase Payments (plus any Credits). If you elect Spousal Lifetime Five at the time you purchase your contract, the Contract Value will be your initial Purchase Payment (plus any Credits).

. For existing contract owners who are electing the Spousal Lifetime Five Benefit, the Contract Value on the date of your election of Spousal Lifetime Five will be used to determine the initial Protected Withdrawal Value.

Annual Income Amount Under the Spousal Life Income Benefit The initial Annual Income Amount is equal to 5% of the initial Protected Withdrawal Value. Under Spousal Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any withdrawal charges that may apply.

You may elect to step-up your Annual Income Amount if, due to positive market performance, 5% of your Contract Value is greater than the Annual Income Amount. You are eligible to step-up the Annual Income Amount on or after the 1st anniversary of the first withdrawal under Spousal Lifetime Five. The Annual Income Amount can be stepped up again on or after the 1st anniversary of the preceding step-up. If you elect to step-up the Annual Income Amount, and on the date you elect to step-up, the charges under Spousal Lifetime Five have changed for new purchasers, you may be subject to the new charge at the time of such step-up. When you elect a step-up, your Annual Income Amount increases to equal 5% of your Contract Value after the step-up.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Your Annual Income Amount also increases if you make additional Purchase Payments. The amount of the increase is equal to 5% of any additional Purchase Payments. Any increase will be added to your Annual Income Amount beginning on the day that the step-up is effective or the Purchase Payment is made. A determination of whether you have exceeded your Annual Income Amount is made at the time of each withdrawal; therefore a subsequent increase in the Annual Income Amount will not offset the effect of a withdrawal that exceeded the Annual Income Amount at the time the withdrawal was made.

An optional automatic step-up ("Auto Step-Up") feature is available for this benefit. This feature may be elected at the time the benefit is elected or at any time while the benefit is in force. If you elect this feature, the first Auto Step-Up opportunity will occur on the 1st Contract Anniversary that is at least one year after the later of (1) the date of the first withdrawal under Spousal Lifetime Five or (2) the most recent step-up. At this time, your Annual Income Amount will be stepped-up if 5% of your Contract Value is greater than the Annual Income Amount by any amount. If 5% of the Contract Value does not exceed the Annual Income Amount, then an Auto Step-Up opportunity will occur on each successive Contract Anniversary until a step-up occurs. Once a step-up occurs, the next Auto Step-Up opportunity will occur on the 1st Contract Anniversary that is at least 1 year after the most recent step-up. If, on the date that we implement an Auto Step-Up to your Annual Income Amount, the charge for Spousal Lifetime Five has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Subject to our rules and restrictions, you will still be permitted to manually step-up the Annual Income Amount even if you elect the Auto Step-Up feature.

Spousal Lifetime Five does not affect your ability to make withdrawals under your contract or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Spousal Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount under Spousal Lifetime Five Income benefit in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

The following examples of dollar-for-dollar and proportional reductions and the step-up of the Annual Income Amount assume: 1.) the contract date and the effective date of Spousal Lifetime Five are February 1, 2005; 2.) an initial Purchase Payment of \$250,000; 3.) the Contract Value on February 1, 2006 is equal to \$265,000; and 4.) the first withdrawal occurs on March 1, 2006 when the Contract Value is equal to \$263,000. The values set forth here are purely hypothetical, and do not reflect the charge for the Spousal Lifetime Five Income benefit.

The initial Protected Withdrawal Value is calculated as the greatest of (a),

(b) and (c):

(a) Purchase payment accumulated at 5% per year from February 1, 2005 until March 1, 2006 (393 days) = $\$250,000 \times 1.05^{(393/365)} = \$263,484.33$

(b) Contract Value on March 1, 2006 (the date of the first withdrawal) = \$263,000

(c) Contract Value on February 1, 2006 (the first Contract Anniversary) = \$265,000

Therefore, the initial Protected Withdrawal Value is equal to \$265,000. The Annual Income Amount is equal to \$13,250 under the Spousal Life Income benefit (5% of \$265,000).

Example 1. Dollar-for-Dollar Reduction

If \$10,000 was withdrawn (less than the Annual Income Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Income Amount for current contract year = $\$13,250 - \$10,000 = \$3,250$ Annual Income Amount for future contract years remains at \$13,250

Example 2. Dollar-for-Dollar and Proportional Reductions If \$15,000 was withdrawn (more than the Annual Income Amount) on March 1, 2006, then the following values would result:

. Remaining Annual Income Amount for current contract year = \$0

. Excess of withdrawal over the Annual Income Amount ($\$15,000 - \$13,250 = \$1,750$) reduces Annual Income Amount for future contract years.

. Reduction to Annual Income Amount = $\text{Excess Income} / \text{Contract Value before Excess Income} \times \text{Annual Income Amount} = \$1,750 / (\$263,000 - \$13,250) \times \$13,250 = \$93$.
Annual Income Amount for future contract years = $\$13,250 - \$93 = \$13,157$

Example 3. Step-Up of The Annual Income Amount If a step-up of the Annual Income Amount is requested on February 1, 2010 or the Auto Step-Up feature was elected, the step-up would occur because 5% of the Contract Value, which is \$14,000 (5% of \$280,000), is greater than the Annual Income Amount of \$13,250. The new Annual Income Amount will be equal to \$14,000.

Benefits Under Spousal Lifetime Five

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount and amounts are still payable under the Spousal Life Income Benefit, we will make an additional payment for that contract year equal to the remaining Annual Income Amount for the contract year, if any. Thus, in that scenario, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Annual Income Amount as described above. No further Purchase Payments will be accepted under your contract. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount, the Spousal Life Income Benefit terminates and no additional payments will be made.

. If annuity payments are to begin under the terms of your contract or if you decide to begin receiving annuity payments and there is any Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

1. apply your Contract Value to any annuity option available; or

2. request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death.

We must receive your request in a form acceptable to us at our office.

. In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a joint and survivor or single (as applicable) life fixed annuity with five payments certain using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

1. the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the single life fixed annuity rates guaranteed in your contract; and

2. the Contract Value.

. If no withdrawal was ever taken, we will determine an initial Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

Other Important Considerations

. Withdrawals under Spousal Lifetime Five are subject to all of the terms and conditions of the contract, including any withdrawal charges.

. Withdrawals made while Spousal Lifetime Five is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Spousal Lifetime Five does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable withdrawal charges). If you surrender your contract, you will receive the current surrender value.

. You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing Spousal Lifetime Five. Spousal Lifetime Five provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. In general, you must allocate your Contract Value in accordance with the then-available option(s) that we may prescribe, in order to elect and maintain Spousal Lifetime Five. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. All subsequent transfers and Purchase Payments will be subject to the new investment limitations.

. There may be circumstances where you will continue to be charged the full amount for Spousal Lifetime Five even when the benefit is only providing a guarantee of income based on one life with no survivorship.

In order for the surviving Designated Life to continue Spousal Lifetime Five upon the death of an owner, the Designated Life must elect to assume ownership of the contract under the Spousal Continuance Option.

Election of and Designations of Spousal Lifetime Five Spousal Lifetime Five can only be elected based on two Designated Lives. Designated Lives must be natural persons who are each other's spouses at the time of election of the benefit and at the death of the first of the Designated Lives to die. Currently, the benefit may only be elected where the contract owner, annuitant and beneficiary designations are as follows:

. One contract owner, where the annuitant and the contract owner are the same person and the beneficiary is the contract owner's spouse. The contract owner/annuitant and the beneficiary each must be at least 55 years old at the time of election; or Co-contract owners, where the contract owners are each other's spouses. The beneficiary designation must be the surviving spouse. The first named contract owner must be the annuitant. Both contract owners must each be 55 years old at the time of election.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

. One contract owner, where the owner is a custodial account established to hold retirement assets for the benefit of the annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account"), the beneficiary is the Custodial Account, and the spouse of the annuitant is the co-annuitant. Both the annuitant and co-annuitant must each be at least 55 years old at the time of election.

No ownership changes or annuitant changes will be permitted once this benefit is elected. However, if the contract is co-owned, the contract owner that is not the annuitant may be removed without affecting the benefit.

Spousal Lifetime Five can be elected at the time that you purchase your contract. We also offer existing contract owners the option to elect Spousal Lifetime Five after the contract date of their contract, subject to our eligibility rules and restrictions. Your Contract Value as of the date of election will be used as a basis to calculate the initial Protected Withdrawal Value and the Annual Income Amount.

Currently, if you terminate Spousal Lifetime Five, you may only be permitted to re-elect the benefit or elect another lifetime withdrawal benefit on any anniversary of the contract date that is at least 90 calendar days from the date the benefit was last terminated.

We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to contract owners who have an effective Spousal Lifetime Five Income Benefit.

Termination of Spousal Lifetime Five

Spousal Lifetime Five terminates automatically when your Annual Income Amount equals zero. You may terminate Spousal Lifetime Five at any time by notifying us. If you terminate Spousal Lifetime Five, any guarantee provided by the benefit will terminate as of the date the termination is effective and certain restrictions on re-election of the benefit will apply as described above. We reserve the right to further limit the frequency election in the future. Spousal Lifetime Five terminates upon your surrender of the contract, upon the first Designated Life to die if the contract is not continued, upon the second Designated Life to die or upon your election to begin receiving annuity payments.

The charge for Spousal Lifetime Five will no longer be deducted from your Contract Value upon termination of the benefit.

Additional Tax Considerations for Qualified Contracts If you purchase an annuity contract as an investment vehicle for "qualified" investments, including an IRA, the minimum distribution rules under the Code require that you begin receiving periodic amounts from your contract beginning after age 70 1/2. Roth IRAs are not subject to these rules during the contract owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any contract year that required minimum distributions due from your contract are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as required minimum distributions under the tax law.

HIGHEST DAILY LIFETIME FIVE/SM/ INCOME BENEFIT (HD5)/SM/

We offer a benefit that guarantees until the death of the single designated life the ability to withdraw an annual amount (the "Total Annual Income Amount") equal to a percentage of an initial principal value (the "Total Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. The benefit may be appropriate if you intend to make periodic withdrawals from your Contract, and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. We discuss Highest Daily Lifetime Five in greater detail immediately below. In addition, please see the Glossary section of this prospectus for definitions of some of the key terms used with this benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Highest Daily Lifetime Five, and in the Appendices to this prospectus, we set forth the formula under which we make those asset transfers.

Currently, if you elect Highest Daily Lifetime Five and subsequently terminate the benefit, you will not be able to re-elect Highest Daily Lifetime Five, and may have a waiting period until you can elect another lifetime withdrawal benefit. Specifically, you will be permitted to elect another lifetime withdrawal benefit only on an anniversary of the contract date that is at least 90 calendar days from the date that Highest Daily Lifetime Five was terminated. We reserve the right to further limit the election frequency in the future. The income benefit under Highest Daily Lifetime Five currently is based on a single "designated life" who is at least 55 years old on the date that the benefit is acquired. The Highest Daily Lifetime Five Benefit is not available if you elect any other optional living benefit, although you may elect any optional death benefit (other than the Highest Daily Value Death Benefit). As long as your Highest Daily Lifetime Five Benefit is in effect, you must allocate your Contract Value in accordance with the then-permitted and available investment option(s) with this program.

As discussed below, a key component of Highest Daily Lifetime Five is the Total Protected Withdrawal Value, which is an amount that is distinct from Contract Value. Because each of the Total Protected Withdrawal Value and Total Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Total Annual Income Amount remains. You are guaranteed to be able to withdraw the Total Annual Income Amount for the rest of your life, provided that you have not made "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Total Annual Income Amount. Thus, you could experience a scenario in which your Contract Value was zero, and, due to your excess withdrawals, your Total Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Highest Daily Lifetime Five.

KEY FEATURE - Total Protected Withdrawal Value The Total Protected Withdrawal Value is used to determine the amount of the annual payments under the Highest Daily Lifetime Five. The Total Protected Withdrawal Value is equal to the greater of the Protected Withdrawal Value and any Enhanced Protected Withdrawal Value that may exist. If you do not meet the conditions described below for obtaining Enhanced Protected Withdrawal Value then Total Protected Withdrawal Value is simply equal to Protected Withdrawal Value.

The Protected Withdrawal Value initially is equal to the Contract Value on the date that you elect Highest Daily Lifetime Five. On each business day thereafter, until the earlier of the first withdrawal or ten years after the date of your election of the benefit, we recalculate the Protected Withdrawal Value. Specifically, on each such business day (the "Current Business Day"), the Protected Withdrawal Value is equal to the greater of:

. The Protected Withdrawal Value for the immediately preceding business day (the "Prior Business Day"), appreciated at the daily equivalent of 5% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive business days, but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any Purchase Payment (including any associated credit) made on the Current Business Day; and

. the Contract Value.

If you have not made a withdrawal prior to the tenth anniversary of the date you elected Highest Daily Lifetime Five (which we refer to as the "Tenth Anniversary"), we will continue to calculate a Protected Withdrawal Value. One or after Tenth Anniversary and up until the date of the first withdrawal, your Protected Withdrawal Value is equal to the greater of the Protected Withdrawal Value on the Tenth Anniversary or your Contract Value.

The Enhanced Protected Withdrawal Value is only calculated if you do not take a withdrawal prior to the Tenth Anniversary. Thus, if you do take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive Enhanced Protected Withdrawal Value. If no such withdrawal is taken, then after the Tenth Anniversary up until the date of the first withdrawal, the Enhanced Protected Withdrawal Value is equal to the sum of:

(a) 200% of the Contract Value on the date you elected Highest Daily Lifetime Five;

(b) 200% of all Purchase Payments (and any associated credits) made during the one-year period after the date you elected Highest Daily Lifetime Five; and

(c) 100% of all Purchase Payments (and any associated credits) made more than one year after the date you elected Highest Daily Lifetime Five, but prior to the date of your first withdrawal.

We cease these daily calculations of the Protected Withdrawal Value and Enhanced Protected Withdrawal Value (and therefore, the Total Protected Withdrawal Value) when you make your first withdrawal. However, as discussed below, subsequent Purchase Payments (and any associated credits) will increase the Total Annual Income Amount, while "excess" withdrawals (as described below) may decrease the Total Annual Income Amount.

KEY FEATURE - Total Annual Income Amount Under Highest Daily Lifetime Five benefit

The initial Total Annual Income Amount is equal to 5% of the Total Protected Withdrawal Value. For purposes of the asset transfer formula described below, we also calculate a Highest Daily Annual Income Amount, which is initially equal to 5% of the Protected Withdrawal Value. Under the Highest Daily Lifetime Five benefit, if your cumulative withdrawals in a contract year are less than or equal to the Total Annual Income Amount, they will not reduce your Total Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Total Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Total Annual Income Amount ("Excess Income"), your Total Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any CDSC that may apply. A Purchase Payment that you make will increase the then-existing Total Annual Income Amount by an amount equal to 5% of the Purchase Payment (including the amount of any associated credits).

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Total Annual Income Amount if your Contract Value increases subsequent to your first withdrawal. We begin examining Contract Values for purposes of this feature starting with the contract

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

anniversary immediately after your first withdrawal under the benefit. Specifically, upon the first such contract anniversary, we identify the Contract Value on the business days corresponding to the end of each quarter that (i) is based on your contract year, rather than a calendar year (ii) is subsequent to the first withdrawal and (iii) falls within the immediately preceding contract year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. We multiply each of those quarterly Contract Values by 5%, adjust each such quarterly value for subsequent withdrawals and Purchase Payments, and then select the highest of those values. If the highest of those values exceeds the existing Total Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Total Annual Income Amount intact. In later years (i.e., after the first contract anniversary after the first withdrawal), we determine whether an automatic step-up should occur on each contract anniversary, by performing a similar examination of the Contract Values on the end of the four immediately preceding quarters. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Total Annual Income Amount, the charge for Highest Daily Lifetime Five has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Highest Daily Lifetime Five upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

The Highest Daily Lifetime Five program does not affect your ability to make withdrawals under your contract, or limit your ability to request withdrawals that exceed the Total Annual Income Amount. Under Highest Daily Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Total Annual Income Amount, they will not reduce your Total Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Total Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Total Annual Income Amount in any contract year, you cannot carry-over the unused portion of the Total Annual Income Amount to subsequent contract years.

Examples of dollar-for-dollar and proportional reductions, and the Highest Quarterly Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Highest Daily Lifetime Five benefit or any other fees and charges. Please assume the following for all three examples:

The contract is purchased on December 1, 2006. The Highest Daily Lifetime Five benefit is elected on March 5, 2007.

Dollar-for-Dollar reductions

On May 2, 2007, the Total Protected Withdrawal Value is \$120,000, resulting in a Total Annual Income Amount of \$6,000 (5% of \$120,000). Assuming \$2,500 is withdrawn from the contract on this date, the remaining Total Annual Income Amount for that contract year (up to and including December 1, 2007) is \$3,500. This is the result of a dollar-for-dollar reduction of the Total Annual Income Amount - \$6,000 less \$2,500 = \$3,500.

Proportional reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2007 and the Contract Value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Total Annual Income Amount for that contract year to \$0. The remaining withdrawal amount (\$1,500) reduces the Total Annual Income Amount in future contract years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that contract year, each withdrawal would result in another proportional reduction to the Total Annual Income Amount).

Here is the calculation:

Contract Value before withdrawal	\$110,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract Value immediately before excess withdrawal of \$1,500	\$106,500.00
Excess withdrawal amount,	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$106,500.00
Ratio	1.41%
Total Annual Income Amount	\$ 6,000.00
Less ratio of 1.41%	\$ 84.51
Total Annual Income Amount for future contract years	\$ 5,915.49

Highest Quarterly Auto Step-Up

On each contract anniversary date, the Total Annual Income Amount is stepped-up if 5% of the highest quarterly value since your first withdrawal (or last contract anniversary in subsequent years), adjusted for excess withdrawals and additional Purchase Payments, is greater than the Total Annual Income Amount, also adjusted for excess withdrawals and additional Purchase Payments.

Continuing the same example as above, the Total Annual Income Amount for this contract year is \$6,000. However, the excess withdrawal on August 6th reduces this amount to \$5,915.49 for future years (see above). For the next contract year, the Total Annual Income Amount will be stepped-up if 5% of the highest quarterly Contract Value, adjusted for withdrawals, is greater than \$5,915.49. Here are the calculations for determining the quarterly values. Only the June 1 value is being adjusted for excess withdrawals, as the September 1 and December 1 business days occur after the excess withdrawal on August 6.

Date*	Highest Quarterly Value (adjusted with withdrawal and Contract Value Purchase Payments)**	Adjusted Total Annual Income Amount (5% of the Highest Quarterly Value)
June 1, 2007	\$118,000.00	\$5,900.00
August 6, 2007	\$110,000.00	\$5,644.28
September 1, 2007	\$112,000.00	\$5,644.28
December 1, 2007	\$119,000.00	\$5,950.00

* In this example, the contract anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The contract anniversary date of December 1 is considered the fourth and final quarterly valuation date for the year. ** In this example, the first quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Highest Daily Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Total Annual Income Amount for the contract year), resulting in an adjusted Contract Value of \$114,500 before the excess withdrawal.

. This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

The adjusted Total Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the Contract Value on September 1. Since the June 1 adjusted Total Annual Income Amount of \$5,644.28 is higher than

\$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final quarterly anniversary date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Total Annual Income Amount is reset to \$5,950.00

In this example, 5% of the December 1 value yields the highest amount of \$ 5,950.00. Since this amount is higher than the current year's Total Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Total Annual Income Amount for the next contract year, starting on December 2, 2007 and continuing through December 1, 2008, will be stepped-up to \$5,950.00.

Benefits Under Highest Daily Lifetime Five To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Total Annual Income Amount and amounts are still payable under the Highest Daily Lifetime Five, we will make an additional payment, if any, for that contract year equal to the remaining Total Annual Income Amount for the contract year. Thus, in that scenario, the remaining Total Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Total Annual Income Amount as described in this section. We will make payments until the death of the single designated life. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Total Annual Income Amount, the Highest Daily Lifetime Five Benefit terminates, and no additional payments will be made.

If annuity payments are to begin under the terms of your contract, or if you decide to begin receiving annuity payments and there is a Total Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

(1) Apply your Contract Value to any annuity option available; or

(2) Request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Total Annual Income Amount. We will make payments until the death of the single designated life.

We must receive your request in a form acceptable to us at our office.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments in the form of a single life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

(1) The present value of the future Total Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed annuity rates then currently available or the single life fixed annuity rates guaranteed in your contract; and

(2) The Contract Value.

If no withdrawal was ever taken, we will calculate the Total Annual Income Amount as if you made your first withdrawal on the date the contract payments are to begin.

. Please note that the payments that we make under this benefit after the contract anniversary coinciding with or next following the Annuitant's 95th birthday will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Highest Daily Lifetime Five benefit are subject to all of the terms and conditions of the contract, including any CDSC.

. Withdrawals made while the Highest Daily Lifetime Five Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. The Highest Daily Lifetime Five Benefit does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable CDSC). If you surrender your contract, you will receive the current surrender value.

. You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing the Highest Daily Lifetime Five Benefit. The Highest Daily Lifetime Five Benefit provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Total Annual Income Amount in the form of periodic benefit payments.

. In general you must allocate your Contract Value in accordance with the then available investment option(s) that we may prescribe in order to elect and maintain the Highest Daily Lifetime Five benefit. If, subsequent to your election of the benefit, we change our requirements for how Contract Value must be allocated under the benefit, the new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Contract Value in accordance with our newly-adopted requirements. Subsequent to any change in requirements, transfers of Contract Value and allocation of additional Purchase Payments may be subject to the new investment limitations.

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the permitted sub-accounts. However, the asset transfer component of the benefit as described below may transfer Contract Value to the Benefit Fixed Rate Account as of the effective date of the benefit in some circumstances

. You cannot allocate Purchase Payments or transfer Contract Value to a Fixed Interest Rate Option if you elect this benefit.

. Transfers to and from the Sub-accounts and the Benefit Fixed Rate Option triggered by the asset transfer component of the benefit will not count toward the maximum number of free transfers allowable under an Annuity

Election of and Designations Under the Benefit For Highest Daily Lifetime Five, there must be either a single owner who is the same as the annuitant, or if the contract is entity-owned, there must be a single natural person annuitant. In either case, the annuitant must be at least 55 years old.

Any change of the annuitant under the contract will result in cancellation of Highest Daily Lifetime Five. Similarly, any change of owner will result in cancellation of Highest Daily Lifetime Five, except if (a) the new owner has the same taxpayer identification number as the previous owner, (b) both the new owner and previous owner are entities, or (c) the previous owner is a natural person and the new owner is an entity.

Highest Daily Lifetime Five can be elected at the time that you purchase your contract. We also offer existing owners (i.e., those who have already acquired their contract) the option to elect Highest Daily Lifetime Five after the Contract Date, subject to our eligibility rules and restrictions.

Currently, if you terminate the Highest Daily Lifetime Five Benefit, you will

(a) not be permitted to re-elect the benefit and (b) may be allowed to elect another lifetime withdrawal benefit only on any anniversary of the contract date that is at least 90 calendar days from the date the Highest Daily Lifetime Five Benefit was terminated. We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to owners who have an effective Highest Daily Lifetime Five Benefit.

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. We reserve the right to further limit the frequency election in the future. The benefit terminates: (i) upon your termination of the benefit, (ii) upon your surrender of the contract,

(iii) upon your election to begin receiving annuity payments; (iv) upon the death of the designated life, (v) if both the Contract Value and Total Annual Income Amount equal zero, or (vi) if you fail to meet our requirements for issuing the benefit.

Upon termination of Highest Daily Lifetime Five, we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the Benefit Fixed Rate Account (as described below) to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options). Upon termination, we may limit or prohibit investment in the Fixed Interest Rate Options.

Return of Principal Guarantee

If you have not made a withdrawal before the Tenth Anniversary, we will increase your Contract Value on the Tenth Anniversary (or the next business day, if that anniversary is not a business day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

(a) your Contract Value on the day that you elected Highest Daily Lifetime Five and

(b) the sum of each Purchase Payment you made (including any credits) during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options and the Benefit Fixed Rate Account (described below), in the same proportion that each such investment option bears to your total Contract Value, immediately prior to the application of the amount. Any such amount will not be considered a Purchase Payment when calculating your Total Protected Withdrawal Value, your Death Benefit, or the amount of any other or optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. This potential addition to Contract Value is available only if you have elected Highest Daily Lifetime Five and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee.

Asset Transfer Component of Highest Daily Lifetime Five As indicated above, we limit the sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Five. For purposes of this benefit, we refer to those permitted sub-accounts as the "Permitted Sub-accounts". The Permitted Sub-accounts are identified in the contract application. As a requirement of participating in Highest Daily Lifetime Five, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a fixed interest rate account that is part of our general account (the "Benefit Fixed Rate Account"). We determine

whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The Benefit Fixed Rate Account is available only with this benefit, and thus you may not allocate Purchase Payments to that Account. The interest rate that we pay with respect to the Benefit Fixed Rate Account is reduced by an amount that corresponds generally to the charge that we assess against your variable sub-accounts for Highest Daily Lifetime Five. The Benefit Fixed Rate Account is not subject to the Investment Company Act of 1940 or the Securities Act of 1933.

Under the asset transfer component of Highest Daily Lifetime Five, we monitor your Contract Value daily and, if necessary, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the Benefit Fixed Rate Account. Any transfer would be made in accordance with a formula, which is set forth in the schedule supplement to the endorsement for this benefit (and also appears in the Appendices to this prospectus). Speaking generally, the formula, which we apply each business day, operates as follows. The formula starts by identifying your Total Protected Withdrawal Value for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) Highest Daily Annual Income Amount. Then, using our actuarial tables, we produce an estimate of the total amount we would target in our allocation model, based on the projected Highest Daily Annual Income Amount each year for the rest of your life. In the formula, we refer to that value as the "Target Value." If you have already made a withdrawal, your projected Total Income Amount (and thus your Target Value) would take into account any automatic step-up that was scheduled to occur according to the step-up formula described above. Next, the formula subtracts from the Target Value the amount held within the Benefit Fixed Rate Account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the Benefit Fixed Rate Account, is called the "Target Ratio". If the Target Ratio exceeds a certain percentage, (currently 83%) it means essentially that too much Target Value is not offset by assets within the Benefit Fixed Rate Account, and therefore we will transfer an amount from your Permitted Sub-accounts to the Benefit Fixed Rate Account. Conversely, if the Target Ratio falls below a certain percentage, then a transfer from the Benefit Fixed Rate Account to the Permitted Sub-accounts would occur. Note that the formula is calculated with reference to the Highest Daily Annual Income Amount, rather than with reference to the Total Annual Income Amount.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable Contract Value to the Benefit Fixed Rate Account, because such a reduction will tend to increase the Target Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the Benefit Fixed Rate Account. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the Benefit Fixed Rate Account so that the Target Ratio meets a target ratio, which currently is equal to 80%. Once you elect Highest Daily Lifetime Five, the ratios we use will be fixed. For newly issued annuities that elect Highest Daily Lifetime Five and existing annuities that elect Highest Daily Lifetime Five, however, we reserve the right to change the ratios.

While you are not notified when your contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the Benefit Fixed Rate Account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Five.

Depending on the results of the calculation relative to the reallocation triggers, we may:

. Not make any transfer; or

. If a portion of your Contract Value was previously allocated to the Benefit Fixed Rate Account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the Benefit Fixed Rate Account will be withdrawn for this purpose on a last-in, first-out basis (an amount renewed into a new guarantee period under the Benefit Fixed Rate Account will be deemed a new investment for purposes of this last-in, first-out rule); or

. Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the Benefit Fixed Rate Account. The interest that you earn on such transferred amount will be equal to the annual rate that we have set for that day, and we will credit the daily equivalent of that annual interest until the earlier of one year from the date of the transfer or the date that such amount in the Benefit Fixed Rate Account is transferred back to the Permitted Sub-accounts.

If a significant amount of your Contract Value is systematically transferred to the Benefit Fixed Rate Account during periods of market declines or low interest rates, less of your Contract Value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that a significant portion, and under certain circumstances all, of your Contract Value may be allocated to the Benefit Fixed Rate Account. Note that if your entire contract value is transferred to the Benefit Fixed Rate Account, then based on the way the formula operates, that value would remain in the Benefit Fixed Rate Account unless you made additional purchase payments to the Permitted Sub-accounts, which could cause Contract Value to transfer out of the Benefit Fixed Rate Account.

Additional Tax Considerations

If you purchase a contract as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the minimum distribution rules under the Code require that you begin receiving periodic amounts from your contract beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than 5 percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Total Annual Income Amount, which will cause us to increase the Total Annual Income Amount in any Contract Year that required minimum distributions due from your Contract are greater than such amounts. In addition, the amount and duration of payments under the contract payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as minimum distribution requirements. Please note, however, that any withdrawal you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive Enhanced Protected Withdrawal Value and an amount under the Return of Principal Guarantee.

As indicated, withdrawals made while the Highest Daily Lifetime Five Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this Benefit here. However, we do note that if you participate in Highest Daily Lifetime Five through a non-qualified annuity, and your annuity has received Enhanced Protected Withdrawal Value and/or an additional amount under the Return of Principal Guarantee, as with all withdrawals, once all Purchase Payments are returned under the contract, all subsequent withdrawal amounts will be taxed as ordinary income.

HIGHEST DAILY LIFETIME SEVEN/SM/ INCOME BENEFIT (HD7)/SM/

Highest Daily Lifetime Seven is offered as an alternative to Lifetime Five, Spousal Lifetime Five, and Highest Daily Lifetime Five. Currently, if you elect Highest Daily Lifetime Seven and subsequently terminate the benefit, you may have a waiting period until

you can elect Spousal Lifetime Five, Lifetime Five, Highest Daily Lifetime Seven or Spousal Highest Daily Lifetime Seven. See "Election of and Designations under the Program" below for details. The income benefit under Highest Daily Lifetime Seven currently is based on a single "designated life" who is at least 55 years old on the date that the benefit is acquired. The Highest Daily Lifetime Seven Benefit is not available if you elect any other optional living benefit, although you may elect any optional death benefit (other than the Highest Daily Value Death Benefit). As long as your Highest Daily Lifetime Seven Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available investment option(s) with this program. In the application for this benefit, we specify the permitted investment options - you may also contact us or your registered representative for further information.

We offer a benefit that guarantees until the death of the single designated life the ability to withdraw an annual amount (the "Annual Income Amount") equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. The benefit may be appropriate if you intend to make periodic withdrawals from your Contract, and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Highest Daily Lifetime Seven, and in Appendix D to this prospectus, we set forth the formula under which we make those asset transfers.

As discussed below, a key component of Highest Daily Lifetime Seven is the Protected Withdrawal Value. Because each of the Protected Withdrawal Value and Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Annual Income Amount remains. You are guaranteed to be able to withdraw the Annual Income Amount for the rest of your life, provided that you have not made "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Annual Income Amount. Thus, you could experience a scenario in which your Contract Value was zero, and, due to your excess withdrawals, your Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Highest Daily Lifetime Seven.

KEY FEATURE - Protected Withdrawal Value The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. On the effective date of the benefit, the Protected Withdrawal Value is equal to your Contract Value. On each business day thereafter, until the earlier of the tenth anniversary of benefit election (the "Tenth Anniversary Date") or the date of the first withdrawal, the Protected Withdrawal Value is equal to the "Periodic Value" described in the next paragraph.

The "Periodic Value" initially is equal to the Contract Value on the effective date of the benefit. On each business day thereafter, until the earlier of the first withdrawal or the Tenth Anniversary Date, we recalculate the Periodic Value. We stop determining the Periodic Value upon the earlier of your first withdrawal after the effective date of the benefit or the Tenth Anniversary Date. On each business day (the "Current Business Day"), the Periodic Value is equal to the greater of:

(1) the Periodic Value for the immediately preceding business day (the "Prior Business Day") appreciated at the daily equivalent of 7% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive Business Days, but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any adjusted Purchase Payment made on the Current business day ; and

(2) the Contract Value.

If you make a withdrawal prior to the Tenth Anniversary Date, the Protected Withdrawal Value on the date of the withdrawal is equal to the greatest of:

a. the Contract Value; or

b. the Periodic Value on the date of the withdrawal.

If you have not made a withdrawal on or before the Tenth Anniversary Date, your Protected Withdrawal Value subsequent to the Tenth Anniversary Date is equal to the greatest of:

(1) the Contract Value; or

(2) the Periodic Value on the Tenth Anniversary Date, increased for subsequent adjusted Purchase Payments; or

(3) the sum of:

(a) 200% of the Contract Value on the effective date of the benefit;

(b) 200% of all adjusted Purchase Payments made within one year after the effective date of the benefit; and

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

(c)all adjusted Purchase Payments made after one year following the effective date of the benefit up to the date of the first withdrawal.

On and after the date of your first withdrawal, your Protected Withdrawal Value is increased by the amount of any subsequent Purchase Payments, is reduced by withdrawals, including your first withdrawal (as described below), and is increased if you qualify for a step-up (as described below). Irrespective of these calculations, your Protected Withdrawal Value will always be at least equal to your Contract Value.

KEY FEATURE - Annual Income Amount under the Highest Daily Lifetime Seven Benefit

The Annual Income Amount is equal to a specified percentage of the Protected Withdrawal Value. The percentage depends on the age of the Annuitant on the date of the first withdrawal after election of the benefit. The percentages are: 5% for ages 74 and younger, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older. Under the Highest Daily Lifetime Seven benefit, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any CDSC that may apply. Withdrawals of any amount up to and including the Annual Income Amount will reduce the Protected Withdrawal Value by the amount of the withdrawal. Withdrawals of Excess Income will reduce the Protected Withdrawal Value by the same ratio as the reduction to the Annual Income Amount.

A Purchase Payment that you make will (i) increase the then-existing Annual Income Amount by an amount equal to a percentage of the Purchase Payment (including the amount of any associated Credits) based on the age of the Annuitant at the time of the first withdrawal (the percentages are: 5% for ages 74 and younger, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older) and (ii) increase the Protected Withdrawal Value by the amount of the Purchase Payment (including the amount of any associated Credits).

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Annual Income Amount if your Contract Value increases subsequent to your first withdrawal. We begin examining the Contract Value for purposes of the Highest Quarterly Step-Up starting with the anniversary of the Contract Date of the Annuity (the "Contract Anniversary") immediately after your first withdrawal under the benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on the business days corresponding to the end of each quarter that (i) is based on your contract year, rather than a calendar year;

(ii) is subsequent to the first withdrawal; and (iii) falls within the immediately preceding contract year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. Having identified each of those quarter-end Contract Values, we then multiply each such value by a percentage that varies based on the age of the Annuitant on the Contract Anniversary as of which the step-up would occur. The percentages are 5% for ages 74 and younger, 6% for ages 75-79, 7% for ages 80-84, and 8% for ages 85 and older. Thus, we multiply each quarterly value by the applicable percentage, adjust each such quarterly value for subsequent withdrawals and Purchase Payments, and then select the highest of those values. If the highest of those values exceeds the existing Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Annual Income Amount intact. In later years, (i.e., after the first Contract Anniversary after the first withdrawal) we determine whether an automatic step-up should occur on each Contract Anniversary, by performing a similar examination of the Contract Values on the end of the four immediately preceding quarters. At the time that we increase your Annual Income Amount, we also increase your Protected Withdrawal Value to equal the highest quarterly value upon which your step-up was based. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Annual Income Amount, the charge for Highest Daily Lifetime Seven has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Highest Daily Lifetime Seven upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

The Highest Daily Lifetime Seven program does not affect your ability to make withdrawals under your contract, or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Highest Daily Lifetime Seven, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

Examples of dollar-for-dollar and proportional reductions, and the Highest Quarterly Auto Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Highest Daily Lifetime Seven benefit or any other fees and charges. Assume the following for all three examples:

. The Contract Date is December 1, 2007

. The Highest Daily Lifetime Seven benefit is elected on March 5, 2008

. The Annuitant was 70 years old when he/she elected the Highest Daily Lifetime Seven benefit

Dollar-for-dollar reductions

On May 2, 2008, the Protected Withdrawal Value is \$120,000, resulting in an Annual Income Amount of \$6,000 (since the Annuitant is younger than 75 at the time of the 1st withdrawal, the Annual Income Amount is 5% of the Protected Withdrawal Value, in this case 5% of \$120,000). Assuming \$2,500 is withdrawn from the Annuity on this date, the remaining Annual Income Amount for that contract year (up to and including December 1, 2008) is \$3,500. This is the result of a dollar-for-dollar reduction of the Annual Income Amount - \$6,000 less \$2,500 = \$3,500.

Proportional reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2008 and the Contract Value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Annual Income Amount for that contract year to \$0. The remaining withdrawal amount - \$1,500

- reduces the Annual Income Amount in future contract years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that contract year, each would result in another proportional reduction to the Annual Income Amount).

Here is the calculation:

Contract Value before withdrawal	\$110,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract Value immediately before excess withdrawal of \$1,500	\$106,500.00
Excess withdrawal amount	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$106,500.00
Ratio	1.41%
Annual Income Amount	\$ 6,000.00
Less ratio of 1.41%	\$ 84.51
Annual Income Amount for future contract years	\$ 5,915.49

Highest Quarterly Auto Step-Up

On each Contract Anniversary date, the Annual Income Amount is stepped-up if the appropriate percentage (based on the Annuitant's age on the Contract Anniversary) of the highest quarterly value since your first withdrawal (or last Contract Anniversary in subsequent years), adjusted for withdrawals and additional Purchase Payments, is higher than the Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments (plus any Credits).

Continuing the same example as above, the Annual Income Amount for this contract year is \$6,000. However, the excess withdrawal on August 6 reduces this amount to \$5,915.49 for future years (see above). For the next contract year, the Annual Income Amount will be stepped-up if 5% (since the youngest Designated Life is younger than 75 on the date of the potential step-up) of the highest quarterly Contract Value adjusted for withdrawals, is higher than \$5,915.49. Here are the calculations for determining the quarterly values. Only the June 1 value is being adjusted for excess withdrawals as the September 1 and December 1 business days occur after the excess withdrawal on August 6.

Date*	Contract Value	Highest Quarterly Value (adjusted with withdrawal and Purchase Payments)**	Adjusted Annual Income Amount (5% of the Highest Quarterly Value)
June 1, 2008	\$118,000.00	\$118,000.00	\$5,900.00
August 6, 2008	\$110,000.00	\$112,885.55	\$5,644.28
September 1, 2008	\$112,000.00	\$112,885.55	\$5,644.28
December 1, 2008	\$119,000.00	\$119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The Contract Anniversary Date of December 1 is considered the fourth and final quarterly valuation date for the year. ** In this example, the first quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

. The Contract Value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Annual Income Amount for the contract year), resulting in an adjusted Contract Value of \$114,500 before the excess withdrawal.

. This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

The adjusted Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the Contract Value on September 1. Since the June 1 adjusted Annual Income Amount of \$5,644.28 is higher than \$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final quarterly anniversary date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value yields the highest amount of \$5,950.00. Since this amount is higher than the current year's Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Annual Income Amount for the next contract year, starting on December 2, 2008 and continuing through December 1, 2009, will be stepped-up to \$5,950.00.

Benefits Under The Highest Daily Lifetime Seven Program

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount or as a result of the fee that we assess for Highest Daily Lifetime Seven, and amounts are still payable under Highest Daily Lifetime Seven, we will make an additional payment, if any, for that contract year equal to the remaining Annual Income Amount for the contract year. Thus, in that scenario, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Annual Income Amount as described in this section. We will make payments until the death of the single designated life. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount, the Highest Daily Lifetime Seven benefit terminates, and no additional payments are made. However, if a withdrawal in the latter scenario was taken to meet required minimum distribution requirements under the Annuity, then the benefit will not terminate, and we will continue to pay the Annual Income Amount in the form of a fixed annuity.

. If Annuity payments are to begin under the terms of your Annuity, or if you decide to begin receiving Annuity payments and there is a Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

(1) apply your Contract Value to any Annuity option available; or

(2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will make payments until the death of the single designated life.

We must receive your request in a form acceptable to us at our office.

In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments in the form of a single life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such Annuity payments will be the greater of:

(1) the present value of the future Annual Income Amount payments. Such present value will be calculated using the greater of the single life fixed annuity rates then currently available or the single life fixed annuity rates guaranteed in your Annuity; and

(2) the Contract Value.

. If no withdrawal was ever taken, we will calculate the Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

. Please note that payments that we make under this benefit after the Contract Anniversary coinciding with or next following the annuitant's 95th birthday will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Highest Daily Lifetime Seven benefit are subject to all of the terms and conditions of the Contract, including any CDSC.

. Withdrawals made while the Highest Daily Lifetime Seven Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the Contract. The Highest Daily Lifetime Seven Benefit does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable CDSC). If you surrender your Contract you will receive the current surrender value.

. You can make withdrawals from your Contract while your Contract Value is greater than zero without purchasing the Highest Daily Lifetime Seven benefit. The Highest Daily Lifetime Seven benefit provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the permitted Sub-accounts.

. You cannot allocate Purchase Payments or transfer Contract Value to the AST Investment Grade Bond Portfolio Sub-account (see description below) if you elect this benefit. A summary description of the AST Investment Grade Bond Portfolio appears within the prospectus section entitled "What Investment Options Can I Choose?". Upon the initial transfer of your Account Value into the AST Investment Grade Bond

Portfolio, we will send a prospectus for that Portfolio to you, along with your confirmation. In addition, you can find a copy of the AST Investment Grade Bond Portfolio prospectus by going to www.prudentialannuities.com.

. Transfers to and from the elected Sub-accounts and an AST Investment Grade Bond Portfolio Sub-account triggered by the asset transfer component of the benefit will not count toward the maximum number of free transfers allowable under the contract.

. You must allocate your Account Value in accordance with the then available investment option(s) that we may prescribe in order to elect and maintain the Highest Daily Lifetime Seven benefit. If, subsequent to your election of the benefit, we change our requirements for how Account Value must be allocated under the benefit, the new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly adopted requirements.

. Currently, Owners electing this benefit must allocate Contract Value to one or more of the following asset allocation portfolios of the Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha Strategy, or AST American Century Strategic Allocation.

. The fee for Highest Daily Lifetime Seven is 0.60% annually of the Protected Withdrawal Value. We deduct this fee at the end of each quarter, where each such quarter is part of a year that begins on the effective date of the benefit or an anniversary thereafter. Thus, on each such quarter-end (or the next business day, if the quarter-end is not a business day), we deduct 0.15% of the Protected Withdrawal Value at the end of the quarter. We deduct the fee pro rata from each of your Sub-accounts including the AST Investment Grade Bond Portfolio Sub-account. Since this fee is based on the Protected Withdrawal Value the fee for Highest Daily Lifetime Seven may be greater than it would have been, had it been based on the Contract Value alone. If the fee to be deducted exceeds the current Contract Value, we will reduce the Contract Value to zero, and continue the benefit as described above.

Election of and Designations under the Program For Highest Daily Lifetime Seven, there must be either a single Owner who is the same as the Annuitant, or if the Contract is entity owned, there must be a single natural person Annuitant. In either case, the Annuitant must be at least 55 years old.

Any change of the Annuitant under the Contract will result in cancellation of Highest Daily Lifetime Seven. Similarly, any change of Owner will result in cancellation of Highest Daily Lifetime Seven, except if (a) the new Owner has the same taxpayer identification number as the previous owner (b) ownership is transferred from a custodian to the Annuitant, or vice versa or (c) ownership is transferred from one entity to another entity.

Highest Daily Lifetime Seven can be elected at the time that you purchase your Contract or after the Contract Date, subject to our eligibility rules and restrictions.

Currently, if you terminate the Highest Daily Lifetime Seven benefit, you may only be allowed to re-elect the benefit or elect another lifetime withdrawal benefit on any anniversary of the Contract Date that is at least 90 calendar days from the date the Highest Daily Lifetime Seven Benefit was terminated. We reserve the right to further limit the election frequency in the future. Similarly, we generally may permit those who have terminated Lifetime Five, Spousal Lifetime Five, Highest Daily Lifetime Five or the Spousal Highest Daily Lifetime Seven to elect Highest Daily Lifetime Seven only on an anniversary of the Contract Date that is at least 90 calendar days from the date that such benefit was terminated. We reserve the right to waive that requirement.

Return of Principal Guarantee

If you have not made a withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next business day, if that anniversary is not a business day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

- a. your Contract Value on the day that you elected Highest Daily Lifetime Seven; and
- b. the sum of each Purchase Payment you made (including any Credits) during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options (other than a bond Sub-account used with this benefit), in

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

the same proportion that each such Sub-account bears to your total Contract Value, immediately before the application of the amount. Any such amount will not be considered a Purchase Payment when calculating your Protected Withdrawal Value, your death benefit, or the amount of any optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. This potential addition to Contract Value is available only if you have elected Highest Daily Lifetime Seven and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee.

Termination of the Program

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. The benefit terminates: (i) upon your termination of the benefit (ii) upon your surrender of the Contract (iii) upon your election to begin receiving annuity payments (although if you have elected to take the Annual Income Amount in the form of Annuity payments, we will continue to pay the Annual Income Amount), (iv) upon the death of the Annuitant (v) if both the Contract Value and Annual Income Amount equal zero or (vi) if you cease to meet our requirements for issuing the benefit (see Elections and Designations under the Program).

Upon termination of Highest Daily Lifetime Seven other than upon the death of the Annuitant, we impose any accrued fee for the benefit (i.e., the fee for the pro-rated portion of the year since the fee was last assessed), and thereafter we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the AST Investment Grade Bond Portfolio Sub-account to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

Asset Transfer Component of Highest Daily Lifetime Seven As indicated above, we limit the Sub-accounts to which you may allocate Contract Value if you elect Highest Daily Lifetime Seven. For purposes of this benefit, we refer to those permitted Sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Highest Daily Lifetime Seven, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a specified bond fund within the Advanced Series Trust (the "AST Investment Grade Bond Sub-account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The AST Investment Grade Bond Sub-account is available only with this benefit, and thus you may not allocate Purchase Payments to the AST Investment Grade Bond Sub-account. Under the asset transfer component of Highest Daily Lifetime Seven, we monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account. Any transfer would be made in accordance with a formula, which is set forth in the Appendices to this prospectus. Speaking generally, the formula, which we apply each business day, operates as follows. The formula starts by identifying an income basis for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) income amount. Note that we use 5% in the formula, irrespective of the Annuitant's attained age. Then we produce an estimate of the total amount we would target in our allocation model, based on the projected income amount and factors set forth in the formula. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected income amount (and thus your Target Value) would take into account any automatic step-up, any subsequent purchase payments, and any excess withdrawals. Next, the formula subtracts from the Target Value the amount held within the AST Investment Grade Bond Sub-account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the AST Investment Grade Bond Sub-account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it means essentially that too much Target Value is not offset by assets within the AST Investment Grade Bond Sub-account, and therefore we will transfer an amount from your Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts would occur.

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable Contract Value to the AST Investment Grade Bond Sub-account, because such a reduction will tend to increase the Target Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the AST Investment Grade Bond Sub-account. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime Seven, the ratios we use will be fixed. For newly-issued contracts that elect Highest Daily Lifetime Seven and existing contracts that elect Highest Daily Lifetime Seven, however, we reserve the right to change the ratios.

While you are not notified when your Contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the AST Investment Grade Bond Sub-account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Highest Daily Lifetime Seven.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

. Not make any transfer; or

. If a portion of your Contract Value was previously allocated to the AST Investment Grade Bond Sub-account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the AST Investment Grade Bond Sub-account will be withdrawn for this purpose on a last-in, first-out basis; or

. Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the AST Investment Grade Bond Sub-account.

If a significant amount of your Contract Value is systematically transferred to the AST Investment Grade Bond Sub-account during periods of market declines or low interest rates, less of your Contract Value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that a significant portion of your Contract Value may be allocated to the AST Investment Grade Bond Sub-account. Note that if your entire Contract Value is transferred to the AST Investment Grade Bond Sub-account, then based on the way the formula operates, that value would remain in the AST Investment Grade Bond Sub-account unless you made additional Purchase Payments to the Permitted Sub-accounts, which could cause Contract Value to transfer out of the AST Investment Grade Bond Sub-account.

Additional Tax Considerations

If you purchase an annuity as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the Required Minimum Distribution rules under the Code provide that you begin receiving periodic amounts from your annuity beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than five (5) percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any Contract year that Required Minimum Distributions due from your Annuity are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as Required Minimum Distribution provisions under the tax law. Please note, however, that any withdrawal you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive the Return of Principal Guarantee and the guaranteed amount described above under "KEY FEATURE - Protected Withdrawal Value".

As indicated, withdrawals made while this Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this Benefit here. However, we do note that if you participate in Highest Daily Lifetime Seven through a non-qualified annuity, as with all withdrawals, once all Purchase Payments are returned under the contract, all subsequent withdrawal amounts will be taxed as ordinary income.

SPOUSAL HIGHEST DAILY LIFETIME SEVEN/SM/ INCOME BENEFIT (SHD7)/SM/

Spousal Highest Daily Lifetime Seven is the spousal version of Highest Daily Lifetime Seven. Currently, if you elect Spousal Highest Daily Lifetime Seven and subsequently terminate the benefit, you may have a waiting period until you can elect Spousal Lifetime Five, Lifetime Five, Highest Daily Lifetime Seven, or Spousal Highest Daily Lifetime Seven. See "Election of and Designations under the Program" below for details. Spousal Highest Daily Lifetime Seven must be elected based on two Designated Lives, as described below. Each Designated Life must be at least 59 1/2 years old when the benefit is elected. Spousal Highest Daily Lifetime Seven is not available if you elect any other

optional living benefit. As long as your Spousal Highest Daily Lifetime Seven Benefit is in effect, you must allocate your Contract Value in accordance with the then permitted and available investment option(s) with this program. In the application for this benefit, we specify the permitted investment options - you may also contact us or your registered representative for further information.

We offer a benefit that guarantees until the later death of two natural persons who are each other's spouses at the time of election of the benefit and at the first death of one of them (the "Designated Lives", and each, a "Designated Life") the ability to withdraw an annual amount (the "Annual Income Amount") equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the Contract Value, subject to our program rules regarding the timing and amount of withdrawals. The benefit may be appropriate if you intend to make periodic withdrawals from your Contract, wish

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

to ensure that market performance will not affect your ability to receive annual payments, and wish either spouse to be able to continue the Spousal Highest Daily Lifetime Seven benefit after the death of the first spouse. You are not required to make withdrawals as part of the program - the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Spousal Highest Daily Lifetime Seven, and in Appendix D to this prospectus, we set forth the formula under which we make those asset transfers.

As discussed below, a key component of Spousal Highest Daily Lifetime Seven is the Protected Withdrawal Value. Because each of the Protected Withdrawal Value and Annual Income Amount is determined in a way that is not solely related to Contract Value, it is possible for the Contract Value to fall to zero, even though the Annual Income Amount remains. You are guaranteed to be able to withdraw the Annual Income Amount until the death of the second Designated Life, provided that there have not been "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Annual Income Amount. Thus, you could experience a scenario in which your Contract Value was zero, and, due to your excess withdrawals, your Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Spousal Highest Daily Lifetime Seven.

KEY FEATURE - Protected Withdrawal Value The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. On the effective date of the benefit, the Protected Withdrawal Value is equal to your Contract Value. On each business day thereafter, until the earlier of the tenth anniversary of benefit election (the "Tenth Anniversary Date") or the date of the first withdrawal, the Protected Withdrawal Value is equal to the "Periodic Value" described in the next paragraph.

The "Periodic Value" initially is equal to the Contract Value on the effective date of the benefit. On each business day thereafter, until the earlier of the first withdrawal or the Tenth Anniversary Date, we recalculate the Periodic Value. We stop determining the Periodic Value upon the earlier of your first withdrawal after the effective date of the benefit or the Tenth Anniversary Date. On each business day (the "Current Business Day"), the Periodic Value is equal to the greater of:

(1) the Periodic Value for the immediately preceding business day (the "Prior Business Day") appreciated at the daily equivalent of 7% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive business Days, but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any adjusted Purchase Payment made on the Current Business Day; and

(2) the Contract Value.

If you make a withdrawal prior to the Tenth Anniversary Date, the Protected Withdrawal Value on the date of the withdrawal is equal to the greatest of:

a. the Contract Value; or

b. the Periodic Value on the date of the withdrawal.

If you have not made a withdrawal on or before the Tenth Anniversary Date, your Protected Withdrawal Value subsequent to the Tenth Anniversary Date is equal to the greatest of:

- (1) the Contract Value; or
- (2) the Periodic Value on the Tenth Anniversary Date, increased for subsequent adjusted Purchase Payments; or
- (3) the sum of:
 - (a) 200% of the Contract Value on the effective date of the benefit;
 - (b) 200% of all adjusted Purchase Payments made within one year after the effective date of the benefit; and
 - (c) all adjusted Purchase Payments made after one year following the effective date of the benefit up to the date of the first withdrawal.

On and after the date of your first withdrawal, your Protected Withdrawal Value is increased by the amount of any subsequent Purchase Payments, is reduced by withdrawals, including your first withdrawal (as described below), and is increased if you qualify for a step-up (as described below). Irrespective of these calculations, your Protected Withdrawal Value will always be at least equal to your Contract Value.

KEY FEATURE - Annual Income Amount under the Spousal Highest Daily Lifetime Seven Benefit

The Annual Income Amount is equal to a specified percentage of the Protected Withdrawal Value. The percentage depends on the age of the youngest Designated Life on the date of the first withdrawal after election of the benefit. The percentages are: 5% for ages 79 and younger, 6% for ages 80 to 84, 7% for ages 85 to 89, and 8% for ages 90 and older. We use the age of the youngest Designated Life even if that Designated Life is no longer a participant under the Contract due to death or divorce. Under the Spousal Highest Daily Lifetime Seven benefit, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Annual Income Amount ("Excess Income"), your Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the Contract Value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any CDSC that may apply. Withdrawals of any amount up to and including the Annual Income Amount will reduce the

Protected Withdrawal Value by the amount of the withdrawal. Withdrawals of Excess Income will reduce the Protected Withdrawal Value by the same ratio as the reduction to the Annual Income Amount. A Purchase Payment that you make will (i) increase the then-existing Annual Income Amount by an amount equal to a percentage of the Purchase Payment (including the amount of any associated Credits) based on the age of the Annuitant at the time of the first withdrawal (the percentages are: 5% for ages 79 and younger, 6% for ages 80-84, 7% for ages 85-89, and 8% for ages 90 and older) and (ii) increase the Protected Withdrawal Value by the amount of the Purchase Payment (including the amount of any associated Credits).

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Annual Income Amount if your Contract Value increases subsequent to your first withdrawal. We begin examining the Contract Value for purposes of the Highest Quarterly Step-Up starting with the anniversary of the Contract Date of the Annuity (the "Contract Anniversary") immediately after your first withdrawal under the benefit. Specifically, upon the first such Contract Anniversary, we identify the Contract Value on the business days corresponding to the end of each quarter that (i) is based on your contract year, rather than a calendar year;

(ii) is subsequent to the first withdrawal; and (iii) falls within the immediately preceding contract year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. Having identified each of those quarter-end Contract Values, we then multiply each such value by a percentage that varies based on the age of the youngest Designated Life on the Contract Anniversary as of which the step-up would occur. The percentages are 5% for ages 79 and younger, 6% for ages 80-84, 7% for ages 85-89, and 8% for ages 90 and older. Thus, we multiply each quarterly value by the applicable percentage, adjust each such quarterly value for subsequent withdrawals and Purchase Payments, and then select the highest of those values. If the highest of those values exceeds the existing Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Annual Income Amount intact. In later years, (i.e., after the first Contract Anniversary after the first withdrawal) we determine whether an automatic step-up should occur on each Contract Anniversary, by performing a similar examination of the Contract Values on the end of the four immediately preceding quarters. At the time that we increase your Annual Income Amount, we also increase your Protected Withdrawal Value to equal the highest quarterly value upon which your step-up was based. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Annual Income Amount, the charge for Spousal Highest Daily Lifetime Seven has changed for new purchasers, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Spousal Highest Daily Lifetime Seven upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature. If you receive notice of a proposed step-up and accompanying fee increase, you should carefully evaluate whether the amount of the step-up justifies the increased fee to which you will be subject.

The Spousal Highest Daily Lifetime Seven program does not affect your ability to make withdrawals under your annuity, or limit your ability to request withdrawals that exceed the Annual Income Amount. Under Spousal Highest Daily Lifetime Seven, if your cumulative withdrawals in a contract year are less than or equal to the Annual Income Amount, they will not reduce your Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Annual Income Amount in any contract year, you cannot carry-over the unused portion of the Annual Income Amount to subsequent contract years.

Examples of dollar-for-dollar and proportional reductions, and the Highest Quarterly Auto Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Spousal Highest Daily Lifetime Seven benefit or any other fees and charges. Assume the following for all three examples:

. The Contract Date is December 1, 2007

. The Spousal Highest Daily Lifetime Seven benefit is elected on March 5, 2008.

. The youngest Designated Life was 70 years old when he/she elected the Spousal Highest Daily Lifetime Seven benefit.

Dollar-for-dollar reductions

On May 2, 2008, the Protected Withdrawal Value is \$120,000, resulting in an Annual Income Amount of \$6,000 (since the youngest Designated Life is younger than 80 at the time of the 1st withdrawal, the Annual Income Amount is 5% of the Protected

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

Withdrawal Value, in this case 5% of \$120,000). Assuming \$2,500 is withdrawn from the Annuity on this date, the remaining Annual Income Amount for that contract year (up to and including December 1, 2008) is \$3,500. This is the result of a dollar-for-dollar reduction of the Annual Income Amount - \$6,000 less \$2,500 = \$3,500.

Proportional reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2008 and the Contract Value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Annual Income Amount for that contract year to \$0. The remaining withdrawal amount - \$1,500

- reduces the Annual Income Amount in future contract years on a proportional basis based on the ratio of the excess withdrawal to the Contract Value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that contract year, each would result in another proportional reduction to the Annual Income Amount).

Here is the calculation:

Contract Value before withdrawal	\$110,000.00
Less amount of "non" excess withdrawal	\$ 3,500.00
Contract Value immediately before excess withdrawal of \$1,500	\$106,500.00
Excess withdrawal amount	\$ 1,500.00
Divided by Contract Value immediately before excess withdrawal	\$106,500.00
Ratio	1.41%
Annual Income Amount	\$ 6,000.00
Less ratio of 1.41%	\$ 84.51
Annual Income Amount for future contract years	\$ 5,915.49

Highest Quarterly Auto Step-Up

On each Contract Anniversary date, the Annual Income Amount is stepped-up if the appropriate percentage (based on the youngest Designated Life's age on the Contract Anniversary) of the highest quarterly value since your first withdrawal (or last Contract Anniversary in subsequent years), adjusted for withdrawals and additional Purchase Payments, is higher than the Annual Income Amount, adjusted for excess withdrawals and additional Purchase Payments (plus any Credits).

Continuing the same example as above, the Annual Income Amount for this contract year is \$6,000. However, the excess withdrawal on August 6 reduces this amount to \$5,915.49 for future years (see above). For the next contract year, the Annual Income Amount will be stepped-up if 5% (since the youngest Designated Life is younger than 80 on the date of the potential step-up) of the highest quarterly Contract Value adjusted for withdrawals, is higher than \$5,915.49. Here are the calculations for determining the quarterly values. Only the June 1 value is being adjusted for excess withdrawals as the September 1 and December 1 business days occur after the excess withdrawal on August 6.

Date*	Highest Quarterly Value (adjusted with withdrawal and Contract Value Purchase Payments)**	Adjusted Annual Income Amount (5% of the Highest Quarterly Value)
June 1, 2008	\$118,000.00	\$5,900.00
August 6, 2008	\$110,000.00	\$5,644.28
September 1, 2008	\$112,000.00	\$5,644.28
December 1, 2008	\$119,000.00	\$5,950.00

* In this example, the Contract Anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The Contract Anniversary Date of December 1 is considered the fourth and final quarterly valuation date for the year. ** In this example, the first quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

. The Contract Value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Annual Income Amount for the contract year), resulting in an adjusted Contract Value of \$114,500 before the excess withdrawal.

. This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the Contract Value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

The adjusted Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the Contract Value on September 1. Since the June 1 adjusted Annual Income Amount of \$5,644.28

80

is higher than \$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final quarterly anniversary date of December 1. The Contract Value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Annual Income Amount is reset to \$5,950.00.

In this example, 5% of the December 1 value yields the highest amount of \$5,950.00. Since this amount is higher than the current year's Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Annual Income Amount for the next contract year, starting on December 2, 2008 and continuing through December 1, 2009, will be stepped-up to \$5,950.00.

BENEFITS UNDER THE SPOUSAL HIGHEST DAILY LIFETIME SEVEN PROGRAM

. To the extent that your Contract Value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Annual Income Amount or as a result of the fee that we assess for Spousal Highest Daily Lifetime Seven, and amounts are still payable under Spousal Highest Daily Lifetime Seven, we will make an additional payment, if any, for that contract year equal to the remaining Annual Income Amount for the contract year. Thus, in that scenario, the remaining Annual Income Amount would be payable even though your Contract Value was reduced to zero. In subsequent contract years we make payments that equal the Annual Income Amount as described in this section. We will make payments until the death of the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. To the extent that cumulative withdrawals in the current contract year that reduced your Contract Value to zero are more than the Annual Income Amount, the Spousal Highest Daily Lifetime Seven benefit terminates, and no additional payments will be made. However, if a withdrawal in the latter scenario was taken to meet required minimum distribution requirements under the contract, then the benefit will not terminate, and we will continue to pay the Annual Income Amount in the form of a fixed annuity.

. If Annuity payments are to begin under the terms of your contract, or if you decide to begin receiving annuity payments and there is a Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

(1) apply your Contract Value to any Annuity option available; or

(2) request that, as of the date Annuity payments are to begin, we make Annuity payments each year equal to the Annual Income Amount. We will make payments until the first of the Designated Lives to die, and will continue to make payments until the death of the second Designated Life as long as the Designated Lives were spouses at the time of the first death. If, due to death of a Designated Life or divorce prior to annuitization, only a single Designated Life remains, then annuity payments will be made as a life annuity for the lifetime of the Designated Life.

We must receive your request in a form acceptable to us at our office.

In the absence of an election when mandatory annuity payments are to begin, we will make annual annuity payments as a joint and survivor or single (as applicable) life fixed annuity with ten payments certain, by applying the greater of the annuity rates then currently available or the annuity rates guaranteed in your contract. The amount that will be applied to provide such annuity payments will be the greater of:

(1) the present value of the future Annual Income Amount payments. Such present value will be calculated using the greater of the joint and survivor or single (as applicable) life fixed annuity rates then currently available or the joint and survivor or single (as applicable) life fixed annuity rates guaranteed in your Contract; and

(2) the Contract Value.

. If no withdrawal was ever taken, we will calculate the Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

. Please note that payments that we make under this benefit after the Contract Anniversary coinciding with or next following the older of the owner or Annuitant's 95th birthday, will be treated as annuity payments.

Other Important Considerations

. Withdrawals under the Spousal Highest Daily Lifetime Seven Benefit are subject to all of the terms and conditions of the contract, including any CDSC.

. Withdrawals made while the Spousal Highest Daily Lifetime Seven Benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. The Spousal Highest Daily Lifetime Seven Benefit does not directly affect the Contract Value or surrender value, but any withdrawal will decrease the Contract Value by the amount of the withdrawal (plus any applicable CDSC). If you surrender your contract you will receive the current surrender value.

. You can make withdrawals from your contract while your Contract Value is greater than zero without purchasing the Spousal Highest Daily Lifetime Seven Benefit. The Spousal Highest Daily Lifetime benefit provides a guarantee that if your Contract Value declines due to market performance, you will be able to receive your Annual Income Amount in the form of periodic benefit payments.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

. Upon inception of the benefit, 100% of your Contract Value must be allocated to the permitted Sub-accounts.

. You cannot allocate Purchase Payments or transfer Contract Value to the AST Investment Grade Bond Portfolio Sub-account (as described below) if you elect this benefit. A summary description of the AST Investment Grade Bond Portfolio appears within the prospectus section entitled "What Investment Options Can I Choose?". Upon the initial transfer of your Account Value into the AST Investment Grade Bond Portfolio, we will send a prospectus for that Portfolio to you, along with your confirmation. In addition, you can find a copy of the AST Investment Grade Bond Portfolio prospectus by going to www.prudentialannuities.com.

. Transfers to and from the elected Sub-accounts and the AST Investment Grade Bond Portfolio Sub-account triggered by the asset transfer component of the benefit will not count toward the maximum number of free transfers allowable under an Annuity.

. You must allocate your Account Value in accordance with the then available investment option(s) that we may prescribe in order to elect and maintain the Spousal Highest Daily Lifetime Seven benefit. If, subsequent to your election of the benefit, we change our requirements for how Account Value must be allocated under the benefit, the new requirement will apply only to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly adopted requirements.

. Currently, Owners electing this benefit must allocate Contract Value to one or more of the following asset allocation portfolios of the Advanced Series Trust: AST Capital Growth Asset Allocation Portfolio, AST Balanced Asset Allocation Portfolio, AST Conservative Asset Allocation Portfolio, AST Preservation Asset Allocation Portfolio, AST Advanced Strategies Portfolio, AST First Trust Balanced Target Portfolio, AST First Trust Capital Appreciation Target Portfolio, AST T. Rowe Price Asset Allocation Portfolio, AST UBS Dynamic Alpha Strategy, or AST American Century Strategic Allocation.

. The fee for Spousal Highest Daily Lifetime Seven is 0.75% annually of the Protected Withdrawal Value. We deduct this fee at the end of each quarter, where each such quarter is part of a year that begins on the effective date of the benefit or an anniversary thereafter. Thus, on each such quarter-end (or the next business day, if the quarter-end is not a business day), we deduct 0.1875% of the Protected Withdrawal Value at the end of the quarter. We deduct the fee pro rata from each of your Sub-accounts including the AST Investment Grade Bond Sub-account. Since this fee is based on the Protected Withdrawal Value, the fee for Spousal Highest Daily Lifetime Seven may be greater than it would have been, had it been based on the Contract Value alone. If the fee to be deducted exceeds the current Contract Value, we will reduce the Contract Value to zero, and continue the benefit as described above.

Election of and Designations under the Program Spousal Highest Daily Lifetime Seven can only be elected based on two Designated Lives. Designated Lives must be natural persons who are each other's spouses at the time of election of the program and at the death of the first of the Designated Lives to die. Currently, Spousal Highest Daily Lifetime Seven only may be elected where the Owner, Annuitant, and Beneficiary designations are as follows:

. One Annuity Owner, where the Annuitant and the Owner are the same person and the beneficiary is the Owner's spouse. The Owner/Annuitant and the beneficiary each must be at least 59 1/2 years old at the time of election; or

. Co-Annuity Owners, where the Owners are each other's spouses. The beneficiary designation must be the surviving spouse, or the spouses named equally. One of the owners must be the Annuitant. Each Owner must each be at least 59 1/2 years old at the time of election; or

. One Annuity Owner, where the Owner is a custodial account established to hold retirement assets for the benefit of the Annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto) ("Custodial Account"), the beneficiary is the Custodial Account, and the spouse of the Annuitant is the Contingent Annuitant. Both the Annuitant and the Contingent Annuitant each must be at least 59 1/2 years old at the time of election.

We do not permit a change of Owner under this benefit, except as follows:

(a) if one Owner dies and the surviving spousal Owner assumes the Annuity or

(b) if the contract initially is co-owned, but thereafter the Owner who is not the Annuitant is removed as Owner. We permit changes of beneficiary under this benefit. If the Designated Lives divorce, the Spousal Highest Daily Lifetime Seven benefit may not be divided as part of the divorce settlement or judgment. Nor may the divorcing spouse who retains ownership of the contract appoint a new Designated Life upon re-marriage.

Spousal Highest Daily Lifetime Seven can be elected at the time that you purchase your contract or after the Contract Date, subject to our eligibility rules and restrictions.

Currently, if you terminate the Spousal Highest Daily Lifetime Seven benefit, you may only be allowed to re-elect the benefit or to elect another lifetime withdrawal benefit on any anniversary of the Contract Date that is at least 90 calendar days from the date the Spousal Highest Daily Lifetime Seven Benefit was terminated. We reserve the right to further limit the election frequency in the future. Similarly, we generally may permit those who have terminated Lifetime Five, Spousal Lifetime Five, Highest Daily Lifetime Five, or Highest Daily Lifetime Seven to elect Spousal Highest Daily Lifetime Seven only on an anniversary of the Contract Date that is at least 90 calendar days from the date that such benefit was terminated. We reserve the right to waive that requirement.

Return of Principal Guarantee

If you have not made a withdrawal before the Tenth Anniversary, we will increase your Contract Value on that Tenth Anniversary (or the next business day, if that anniversary is not a business day), if the requirements set forth in this paragraph are met. On the Tenth Anniversary, we add:

- a. your Contract Value on the day that you elected Spousal Highest Daily Lifetime Seven; and
- b. the sum of each Purchase Payment you made (including any Credits) during the one-year period after you elected the benefit.

If the sum of (a) and (b) is greater than your Contract Value on the Tenth Anniversary, we increase your Contract Value to equal the sum of (a) and (b), by contributing funds from our general account. If the sum of (a) and (b) is less than or equal to your Contract Value on the Tenth Anniversary, we make no such adjustment. The amount that we add to your Contract Value under this provision will be allocated to each of your variable investment options (other than a bond Sub-account used with this benefit), in the same proportion that each such Sub-account bears to your total Contract Value, immediately before the application of the amount. Any such amount will not be considered a Purchase Payment when calculating your Protected Withdrawal Value, your death benefit, or the amount of any optional benefit that you may have selected, and therefore will have no direct impact on any such values at the time we add this amount. This potential addition to Contract Value is available only if you have elected Spousal Highest Daily Lifetime Seven and if you meet the conditions set forth in this paragraph. Thus, if you take a withdrawal prior to the Tenth Anniversary, you are not eligible to receive the Return of Principal Guarantee.

Termination of the Program

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. The benefit terminates: (i) if upon the death of the first Designated Life, the surviving Designated Life opts to take the death benefit under the contract (thus, the benefit does not terminate solely because of the death of the first Designated Life), (ii) upon the death of the second Designated Life, (iii) upon your termination of the benefit (although if you have elected to take annuity payments in the form of the Annual Income Amount, we will continue to pay the Annual Income Amount), (iv) upon your surrender of the contract (v) upon your election to begin receiving annuity payments (vi) if both the Contract Value and Annual Income Amount equal zero or (vii) if you cease to meet our requirements for issuing the benefit (see Election of and Designations under the Program).

Upon termination of Spousal Highest Daily Lifetime Seven other than upon death of a Designated Life, we impose any accrued fee for the benefit (i.e., the fee for the pro-rated portion of the year since the fee was last assessed), and thereafter we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the AST Investment Grade Bond Portfolio Sub-account (as defined below) to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

Asset Transfer Component of Spousal Highest Daily Lifetime Seven As indicated above, we limit the Sub-accounts to which you may allocate Contract Value if you elect Spousal Highest Daily Lifetime Seven. For purposes of this benefit, we refer to those permitted Sub-accounts as the "Permitted Sub-accounts". As a requirement of participating in Spousal Highest Daily Lifetime Seven, we require that you participate in our specialized asset transfer program, under which we may transfer Contract Value between the Permitted Sub-accounts and a specified bond fund

within the Advanced Series Trust (the "AST Investment Grade Bond Sub-account"). We determine whether to make a transfer, and the amount of any transfer, under a non-discretionary formula, discussed below. The AST Investment Grade Bond Sub-account is available only with this benefit, and thus you may not allocate Purchase Payments to the AST Investment Grade Bond Sub-account. Under the asset transfer component of Spousal Highest Daily Lifetime Seven, we monitor your Contract Value daily and, if dictated by the formula, systematically transfer amounts between the Permitted Sub-accounts you have chosen and the AST Investment Grade Bond Sub-account. Any transfer would be made in accordance with a formula, which is set forth in the Appendix D to this prospectus. Speaking generally, the formula, which we apply each business day, operates as follows. The formula starts by identifying an income basis for that day and then multiplies that figure by 5%, to produce a projected (i.e., hypothetical) Highest Daily annual income amount. Note that we use 5% in the formula, irrespective of the youngest Designated Life's attained age. Then we produce an estimate of the total amount we would target in our allocation model, based on the projected income amount and factors set forth in the formula. In the formula, we refer to that value as the "Target Value" or "L". If you have already made a withdrawal, your projected income amount (and thus your Target Value) would take into account any automatic step-up, any subsequent purchase payments, and any excess withdrawals. Next, the formula subtracts from the Target Value the amount held within the AST Investment Grade Bond Sub-account on that day, and divides that difference by the amount held within the Permitted Sub-accounts. That ratio, which essentially isolates the amount of your Target Value that is not offset by amounts held within the AST Investment Grade Bond Sub-account, is called the "Target Ratio" or "r". If the Target Ratio exceeds a certain percentage (currently 83%), it means essentially that too much Target Value is not offset by assets within the AST Investment Grade Bond Sub-account, and therefore we will transfer an amount from your Permitted Sub-accounts to the AST Investment Grade Bond Sub-account. Conversely, if the Target Ratio falls below a certain percentage (currently 77%), then a transfer from the AST Investment Grade Bond Sub-account to the Permitted Sub-accounts would occur.

5: WHAT ARE THE LIFETIME WITHDRAWAL BENEFITS? continued

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable Contract Value to the AST Investment Grade Bond Sub-account, because such a reduction will tend to increase the Target Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the AST Investment Grade Bond Sub-account. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the AST Investment Grade Bond Sub-account so that the Target Ratio meets a target, which currently is equal to 80%. Once you elect Spousal Highest Daily Lifetime Seven, the ratios we use will be fixed. For newly-issued Annuities that elect Spousal Highest Daily Lifetime Seven and existing Annuities that elect Spousal Highest Daily Lifetime Seven, however, we reserve the right to change the ratios.

While you are not notified when your contract reaches a reallocation trigger, you will receive a confirmation statement indicating the transfer of a portion of your Contract Value either to or from the AST Investment Grade Bond Sub-account. The formula by which the reallocation triggers operate is designed primarily to mitigate the financial risks that we incur in providing the guarantee under Spousal Highest Daily Lifetime Seven.

Depending on the results of the calculation relative to the reallocation triggers, we may, on any day:

- . Not make any transfer; or
 - . If a portion of your Contract Value was previously allocated to the AST Investment Grade Bond Sub-account, transfer all or a portion of those amounts to the Permitted Sub-accounts, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e., in the same proportion as the current balances in your variable investment options). Amounts taken out of the AST Investment Grade Bond Sub-account will be withdrawn for this purpose on a last-in, first-out basis; or
 - . Transfer all or a portion of your Contract Value in the Permitted Sub-accounts pro-rata to the AST Investment Grade Bond Sub-account.
-

If a significant amount of your Contract Value is systematically transferred to the AST Investment Grade Bond Sub-account during periods of market declines or low interest rates, less of your Contract Value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that a significant portion of your Contract Value may be allocated to the AST Investment Grade Bond Sub-account. Note that if your entire Contract Value is transferred to the AST Investment Grade Bond Sub-account, then based on the way the formula operates, that value would remain in the AST Investment Grade Bond Sub-account unless you made additional Purchase Payments to the Permitted Sub-accounts, which could cause Contract Value to transfer out of the AST Investment Grade Bond Sub-account.

Additional Tax Considerations

If you purchase an annuity as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the Required Minimum Distribution rules under the Code provide that you begin receiving periodic amounts from your annuity beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than five (5) percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Annual Income Amount, which will cause us to increase the Annual Income Amount in any contract year that Required Minimum Distributions due from your Contract are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as Required Minimum Distribution provisions under the tax law. Please note, however, that any withdrawal you take prior to the Tenth Anniversary, even if withdrawn to satisfy required minimum distribution rules, will cause you to lose the ability to receive the Return of Principal Guarantee and the guaranteed amount described above under "KEY FEATURE - Protected Withdrawal Value".

As indicated, withdrawals made while this benefit is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. Please see the Tax Considerations section of the prospectus for a detailed discussion of the tax treatment of withdrawals. We do not address each potential tax scenario that could arise with respect to this benefit here. However, we do note that if you participate in Spousal Highest Daily Lifetime Seven through a non-qualified annuity, as with all withdrawals, once all Purchase Payments are returned under the contract, all subsequent withdrawal amounts will be taxed as ordinary income.

Spousal Highest Daily Lifetime Seven Asset Allocation Formula. As indicated above, Spousal Highest Daily Lifetime Seven uses the same asset transfer formula as Highest Daily Lifetime Seven and uses the same table of age-related factors. See Appendix D.

6: WHAT IS THE INCOME APPRECIATOR BENEFIT?

INCOME APPRECIATOR BENEFIT

The Income Appreciator Benefit (IAB) is an optional, supplemental income benefit that provides an additional income amount during the accumulation period or upon annuitization. The Income Appreciator Benefit is designed to provide you with additional funds that can be used to help defray the impact taxes may have on distributions from your contract. IAB may be suitable for you in other circumstances as well, which you can discuss with your registered representative. Because individual circumstances vary, you should consult with a qualified tax advisor to determine whether it would be appropriate for you to elect the Income Appreciator Benefit.

If you want the Income Appreciator Benefit, you generally must elect it when you make your initial Purchase Payment. Once you elect the Income Appreciator Benefit, you may not later revoke it.

. The annuitant must be 75 or younger in order for you to elect the Income Appreciator Benefit.

. If you choose the Income Appreciator Benefit, we will impose an annual charge equal to 0.25% of your Contract Value. See "What Are The Expenses Associated With The Strategic Partners Plus 3 Contract?" in Section 8.

Activation of the Income Appreciator Benefit

YOU CAN ACTIVATE THE INCOME APPRECIATOR BENEFIT AT ANY TIME AFTER IT HAS BEEN IN FORCE FOR SEVEN YEARS. To activate the Income Appreciator Benefit, you must send us a written request in good order.

Once activated, you can receive the Income Appreciator Benefit:

- . IAB OPTION 1 - at annuitization as part of an annuity payment;
- . IAB OPTION 2 - during the accumulation phase through the IAB automatic withdrawal payment program; or
- . IAB OPTION 3 - during the accumulation phase as an Income Appreciator Benefit credit to your contract over a 10-year period.

Income Appreciator Benefit payments are treated as earnings and may be subject to tax upon withdrawal. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners Plus 3 Contract?"

If you do not activate the benefit prior to the maximum annuitization age you may lose all or part of the IAB.

CALCULATION OF THE INCOME APPRECIATOR BENEFIT

We will calculate the Income Appreciator Benefit amount as of the date we receive your written request in good order (or, for IAB Option 1, on the annuity date). We do this by multiplying the current earnings in the contract by the applicable Income Appreciator Benefit percentage based on the number of years the Income Appreciator Benefit has been in force. For purposes of calculating the Income Appreciator Benefit:

- . earnings are calculated as the difference between the Contract Value and the sum of all Purchase Payments;
- . earnings do not include (1) any amount added to the Contract Value as a result of the Spousal Continuation Option, or (2) if we were to permit you to elect the Income Appreciator Benefit after the contract date, any earnings accrued under the contract prior to that election;
- . withdrawals reduce earnings first, then Purchase Payments, on a dollar-for-dollar basis;
- . the table below shows the Income Appreciator Benefit percentages corresponding to the number of years the Income Appreciator Benefit has been in force.

Number of Years Income Appreciator Benefit has been in Force	Income Appreciator Benefit Percentage
0-6	0%
7-9	15%
10-14	20%
15+	25%

IAB Option 1 - Income Appreciator Benefit At Annuitization Under this option, if you choose to activate the Income Appreciator Benefit at annuitization, we will calculate the Income Appreciator Benefit amount on the annuity date and add it to the adjusted Contract Value for purposes of determining the amount available for annuitization. You may apply this amount to any annuity or settlement option over the lifetime of the annuitant, joint annuitants, or a period certain of at least 15 years (but not to exceed life expectancy).

UPON ANNUITIZATION, YOU MAY LOSE ALL OR A PORTION OF THE INCOME APPRECIATOR BENEFIT IF YOU CHOOSE AN ANNUITY SETTLEMENT OPTION OTHER THAN ANY LIFETIME PAYOUT OPTION OR PERIOD

6: WHAT IS THE INCOME APPRECIATOR BENEFIT? continued

CERTAIN OPTION FOR AT LEAST 15 YEARS. IN SUCH INSTANCES, WE WOULD NOT REIMBURSE YOU FOR THE EXPENSES YOU HAD PAID US FOR THIS BENEFIT.

Effect of Income Appreciator Benefit on Guaranteed Minimum Income Benefit If you exercise the Guaranteed Minimum Income Benefit feature and an Income Appreciator Benefit amount remains payable under your contract, the value we use to calculate the annuity payout amount will be the greater of:

1. the adjusted Contract Value plus the remaining Income Appreciator Benefit amount, calculated at current IAB annuitization rates; or
2. the GMIB protected value plus the remaining Income Appreciator Benefit amount, calculated using the GMIB guaranteed annuity purchase rates shown in the contract.

If you exercise the Guaranteed Minimum Income Benefit feature and activate the Income Appreciator Benefit at the same time, you must choose among the Guaranteed Minimum Income Benefit annuity payout options available at the time.

Terminating the Income Appreciator Benefit The Income Appreciator Benefit will terminate on the earliest of:

- . the date you make a total withdrawal from the contract;
- . the date a death benefit is payable if the contract is not continued by the surviving spouse under the Spousal Continuance Option;
- . the date the Income Appreciator Benefit amount is reduced to zero (generally ten years after activation) under IAB Options 2 and 3;
- . the date of annuitization; or
- . the date the contract terminates.

Upon termination of the Income Appreciator Benefit, we cease imposing the associated charge.

INCOME APPRECIATOR BENEFIT OPTIONS DURING THE ACCUMULATION PHASE You may choose IAB Option 1 at annuitization, but you may instead choose IAB Options 2 or 3 during the accumulation phase of your contract. Income Appreciator Benefit payments under IAB Options 2 and 3 will begin on the same day of the month as the contract date, beginning with the next month following our receipt of your request in good order. Under IAB Options 2 and 3, you can choose to have the Income Appreciator Benefit amounts paid or credited monthly, quarterly, semi-annually, or annually.

IAB OPTIONS 2 AND 3 INVOLVE A TEN-YEAR PAYMENT PERIOD. IF THE 10-YEAR PAYMENT PERIOD WOULD END AFTER THE ANNUITY DATE AND YOU CHOOSE AN ANNUITY SETTLEMENT OPTION OTHER THAN ANY LIFETIME PAYOUT OPTION OR PERIOD CERTAIN OPTION OF AT LEAST 15 YEARS OR YOU MAKE A FULL WITHDRAWAL, YOU MAY LOSE ALL OR ANY REMAINING PORTION OF THE INCOME APPRECIATOR BENEFIT. IN SUCH INSTANCES, WE

WOULD NOT REIMBURSE YOU FOR THE EXPENSES YOU HAD PAID US FOR THIS BENEFIT.

IAB Option 2 - Income Appreciator Benefit Automatic Withdrawal Payment Program Under this option, you elect to receive the Income Appreciator Benefit during the accumulation phase. When you activate the benefit, a 10-year Income Appreciator Benefit automatic withdrawal payment program begins. We will pay you the Income Appreciator Benefit amount in equal installments over a 10-year payment period. You may combine this Income Appreciator Benefit amount with an automated withdrawal amount from your Contract Value, in which case each combined payment must be at least \$100.

The maximum automated withdrawal payment amount that you may receive from your Contract Value under this Income Appreciator Benefit program in any contract year during the 10-year period may not exceed 10% of the Contract Value as of the date you activate the Income Appreciator Benefit.

Once we calculate the Income Appreciator Benefit, the amount will not be affected by changes in Contract Value due to the investment performance of any allocation option. Withdrawal charges may apply to automatic withdrawal payment amounts, but not to amounts attributable to the Income Appreciator Benefit.

After the ten-year payment period has ended, if the remaining Contract Value is \$2,000 or more, the contract will continue. If the remaining Contract Value is less than \$2,000 after the end of the 10-year payment period, we will pay you the remaining Contract

Value and the contract will terminate. If the Contract Value falls below the minimum amount required to keep the contract in force due solely to investment results before the end of the 10-year payment period, we will continue to pay the Income Appreciator Benefit amount for the remainder of the 10-year payment period.

Discontinuing the Income Appreciator Benefit Automatic Withdrawal Payment Program Under IAB Option 2

You may discontinue the Income Appreciator Benefit payment program under IAB Option 2 and activate IAB Option 3 at any time after payments have begun and before the last payment is made. We will add the remaining Income Appreciator Benefit amount to the Contract Value at the same frequency as your initial election until the end of the 10-year payment period. We will treat any Income Appreciator Benefit amount added to the Contract Value as additional earnings. Unless you direct us otherwise, we will allocate these additions to the variable investment options, fixed interest rate options, or the market value adjustment option in the same proportions as your most recent Purchase Payment allocation percentages.

You may discontinue the Income Appreciator Benefit payment program under IAB Option 2 before the last payment is made and elect an annuity or settlement option. We will add the balance of the Income Appreciator Benefit amount for the 10-year payment period to the Contract Value in a lump sum before determining the adjusted Contract Value. The adjusted Contract Value may be applied to any annuity or settlement option that is paid over the lifetime of the annuitant, joint annuitants, or a period certain of at least 15 years (but not to exceed life expectancy).

IAB Option 3 - Income Appreciator Benefit Credit to Contract Value Under this option, you can activate the Income Appreciator Benefit and receive the benefit as credits to your Contract Value over a 10-year payment period. We will allocate these Income Appreciator Benefit credits to the variable investment options, the fixed interest rate options, or the market value adjustment option in the same manner as your current allocation, unless you direct us otherwise. We will waive the \$1,000 minimum requirement for the market value adjustment option. We will calculate the Income Appreciator Benefit amount on the date we receive your written request in good order. Once we have calculated the Income Appreciator Benefit, the Income Appreciator Benefit credit will not be affected by changes in Contract Value due to the investment performance of any allocation option.

Before we add the last Income Appreciator Benefit credit to your Contract Value, you may switch to IAB Option 2 and receive the remainder of the Income Appreciator Benefit as payments to you (instead of credits to the Contract Value) under the Income Appreciator Benefit program for the remainder of the 10-year payment period.

You can also request that any remaining payments in the 10-year payment period be applied to an annuity or settlement option that is paid over the lifetime of the annuitants, joint annuitants, or a period certain of at least 15 years (but not to exceed life expectancy).

Excess Withdrawals

During the 10 year period under IAB options 2 or 3, an "excess withdrawal" occurs when any amount is withdrawn from your Contract Value in a contract year that exceeds the sum of (1) 10% of the Contract Value as of the date the Income Appreciator Benefit was activated plus (2) earnings since the Income Appreciator Benefit was activated that have not been previously withdrawn.

We will deduct the excess withdrawal on a proportional basis from the remaining Income Appreciator Benefit amount. We will then calculate and apply a new reduced Income Appreciator Benefit amount.

Withdrawals you make in a contract year that do not exceed the sum of (1) 10% of the Contract Value as of the date the Income Appreciator Benefit was activated plus (2) earnings since the Income Appreciator Benefit was activated that have not been previously withdrawn do not reduce the remaining Income Appreciator Benefit amount. Additionally, if the amount withdrawn in any year is less than the excess withdrawal threshold, the difference between the amount withdrawn and the threshold can be carried over to subsequent years on a cumulative basis and withdrawn without causing a reduction to the Income Appreciator Benefit amount.

Effect of Total Withdrawal on Income Appreciator Benefit We will not make Income Appreciator Benefit payments after the date you make a total withdrawal of the contract surrender value.

7: HOW CAN I PURCHASE A STRATEGIC PARTNERS PLUS 3 CONTRACT?

PURCHASE PAYMENTS

The initial Purchase Payment is the amount of money you give us to purchase the contract. Unless we agree otherwise, and subject to our rules, the minimum initial Purchase Payment is \$10,000. You must get our prior approval for any initial and additional Purchase Payment of \$1,000,000 or more, unless we are prohibited under applicable state law from insisting on such prior approval. With some restrictions, you can make additional Purchase Payments by means other than electronic fund transfer of no

7: HOW CAN I PURCHASE A STRATEGIC PARTNERS PLUS 3 CONTRACT? continued

less than \$500 at any time during the accumulation phase. However, we impose a minimum of \$100 with respect to additional Purchase Payments made through electronic fund transfers. (You may not make additional Purchase Payments if you purchase a contract issued in Massachusetts, or if you purchase a Contract With Credit issued in Pennsylvania.)

You may purchase this contract only if the oldest of the owner, joint owner, annuitant, or co-annuitant is age 85 or younger on the contract date. Certain age limits apply to certain features and benefits described herein. No subsequent Purchase Payments may be made on or after the earliest of the 86th birthday of:

- . the owner,
- . the joint owner,
- . the annuitant, or
- . the co-annuitant.

Currently, the maximum aggregate Purchase Payments you may make is \$20 million. We limit the maximum total Purchase Payments in any contract year other than the first to \$2 million absent our prior approval. Depending on applicable state law, other limits may apply.

ALLOCATION OF PURCHASE PAYMENTS

When you purchase a contract, we will allocate your invested Purchase Payment among the variable or fixed interest rate options, or the market value adjustment option based on the percentages you choose. The percentage of your allocation to a particular investment option can range in whole percentages from 0% to 100%.

When you make an additional Purchase Payment, it will be allocated in the same way as your most recent Purchase Payment, unless you tell us otherwise. Allocations to the DCA Fixed Rate Option must be no less than \$2,000 and, allocations to the market value adjustment option must be no less than \$1,000.

You may change your allocation of future invested Purchase Payments at any time. Contact the Prudential Annuity Service Center for details.

We generally will credit the initial Purchase Payment to your contract within two business days from the day on which we receive your payment in good order at the Prudential Annuity Service Center. If, however, your first payment is made without enough information for us to set up your contract, we may need to contact you to obtain the required information. If we are not able to obtain this information within five business days, we will within that five business day period either return your Purchase Payment or obtain your consent to continue holding it until we receive the necessary information. We will generally credit each subsequent Purchase Payment as of the business day we receive it in good order at the Prudential Annuity Service Center. Our business day generally closes at 4:00 p.m. Eastern time. Our business day may close earlier, for example if regular trading on the New York Stock Exchange closes early. Subsequent Purchase Payments received in good order after the close of the business day will be credited on the following business day. With respect to both your initial Purchase Payment and any subsequent Purchase Payment that is pending investment in our Separate Account, we may hold the amount temporarily in our general account and may earn interest on such amount. You will not be credited with interest during that period.

At our discretion, we may give initial and subsequent Purchase Payments (as well as withdrawals and transfers) received in good order by certain broker/dealers prior to the close of a business day the same treatment as they would have received had they been received at the same time at the Prudential Annuity Service Center. For more detail, talk to your registered representative.

Applicable laws designed to counter terrorists and prevent money laundering might, in certain circumstances, require us to block a contract owner's ability to make certain transactions, and thereby refuse to accept Purchase Payments or requests for transfers, partial withdrawals, total withdrawals, death benefits, or income payments until instructions are received from the appropriate regulator. We also may be required to provide additional information about you and your contract to government regulators.

CREDITS

If you purchase the Contract With Credit, we will add a credit amount to your Contract Value with each Purchase Payment you make. The credit amount is allocated to the variable or fixed interest rate investment options or the market value adjustment option in the same percentages as the Purchase Payment.

The bonus credit that we pay with respect to any Purchase Payment depends on

(i) the age of the older of the owner or joint owner on the date on which the Purchase Payment is made and (ii) the amount of the Purchase Payment. Specifically,

. if the elder owner is 80 or younger on the date that the Purchase Payment is made, then we will add a bonus credit to the Purchase Payment equal to 4% if the Purchase Payment is less than \$250,000; 5% if the Purchase Payment is equal to or greater than \$250,000 but less than \$1 million; or 6% if the Purchase Payment is \$1 million or greater; and

. if the elder owner is aged 81-85 on the date that the Purchase Payment is made, then we will add a bonus credit equal to 3% of the amount of the Purchase Payment.

Under the Contract With Credit, if the owner returns the contract during the free look period, we will recapture the bonus credits. If we pay a death benefit under the contract, we have a contractual right to take back any credit we applied within one year of the date of death.

CALCULATING CONTRACT VALUE

The value of the variable portion of your contract will go up or down depending on the investment performance of the variable investment options you choose. To determine the value of your contract allocated to the variable investment options, we use a unit of measure called an accumulation unit. An accumulation unit works like a share of a mutual fund.

Every day we determine the value of an accumulation unit for each of the variable investment options. We do this by:

- 1) adding up the total amount of money allocated to a specific investment option,
- 2) subtracting from that amount insurance charges and any other applicable charges such as for taxes, and
- 3) dividing this amount by the number of outstanding accumulation units.

When you make a Purchase Payment to a variable investment option, we credit your contract with accumulation units of the subaccount or subaccounts for the investment options you choose. We determine the number of accumulation units credited to your contract by dividing the amount of the Purchase Payment, plus (if you have purchased the Contract With Credit) any applicable credit, allocated to a variable investment option by the unit price of the accumulation unit for that variable investment option. We calculate the unit price for each investment option after the New York Stock Exchange closes each day and then credit your contract. The value of the accumulation units can increase, decrease, or remain the same from day to day.

We cannot guarantee that your Contract Value will increase or that it will not fall below the amount of your total Purchase Payments.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS PLUS 3 CONTRACT?

There are charges and other expenses associated with the contract that reduce the return on your investment. these charges and expenses are described below.

The charges under the contracts are designed to cover, in the aggregate, our direct and indirect costs of selling, administering and providing benefits under the contracts. They are also designed, in the aggregate, to compensate us for the risks of loss we assume pursuant to the contracts. If, as we expect, the charges that we collect from the contracts exceed our total costs in connection with the contracts, we will earn a profit. Otherwise, we will incur a loss. The rates of certain of our charges have been set with reference to estimates of the amount of specific types of expenses or risks that we will incur. In most cases, this prospectus identifies such expenses or risks in the name of the charge; however, the fact that any charge bears the name of, or is designed primarily to defray a particular expense or risk does not mean that the amount we collect from that charge will never be more than the amount of such expense or risk. Nor does it mean that we may not also be compensated for such expense or risk out of any other charges we are permitted to deduct by the terms of the contract.

INSURANCE AND ADMINISTRATIVE CHARGES

If you choose an optional benefit, the insurance and administrative cost also includes a charge to cover our assumption of the associated risk. The mortality risk portion of the charge is for assuming the risk that the annuitant(s) will live longer than expected based on our life expectancy tables. When this happens, we pay a greater number of annuity payments. We also incur the risk that the death benefit amount exceeds the Contract Value. The expense risk portion of the charge is for assuming the risk that the current charges will be insufficient in the future to cover the cost of administering the contract. The administrative expense portion of the charge compensates us for the expenses associated with the administration of the contract. This includes preparing and issuing the contract; establishing and maintaining contract records; preparation of confirmations and annual reports; personnel costs; legal and accounting fees; filing fees; and systems costs.

We calculate the insurance and administrative charge based on the average daily value of all assets allocated to the variable investment options. These charges are not assessed against amounts allocated to the fixed interest rate options. The amount of the charge depends on the death benefit (or other) option that you choose.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS PLUS 3

CONTRACT? continued

The death benefit charge is equal to:

- . 1.40% on an annual basis if you choose the base death benefit,
- . 1.65% on an annual basis if you choose either the roll-up or step-up Guaranteed Minimum Death Benefit option, (i.e., 0.25% in addition to the base death benefit charge),
- . 1.75% on an annual basis if you choose the greater of the roll-up and step-up Guaranteed Minimum Death Benefit option (i.e., 0.35% in addition to the base death benefit charge), or
- . 1.90% on an annual basis if you choose the Highest Daily Value Death Benefit (i.e., 0.50% in addition to the base death benefit charge).

We impose an additional insurance and administrative charge of 0.10% annually (of Contract Value attributable to the variable investment options) for the Contract With Credit.

We impose an additional charge of 0.60% annually if you choose the Lifetime Five Income Benefit, or the Highest Daily Lifetime Five Benefit. We impose a charge of 0.60% or 0.75% of the Protected Withdrawal Value for Highest Daily Lifetime Seven and Spousal Highest Daily Lifetime Seven, respectively. We impose an additional charge of 0.75% annually if you choose the Spousal Lifetime Five Income Benefit. Upon any reset of the amounts guaranteed under these benefits, we reserve the right to adjust the charge to that being imposed at that time for new elections of the benefits.

If the charges under the contract are not sufficient to cover our expenses, then we will bear the loss. We do, however, expect to profit from these charges. Any profits made from these charges may be used by us to pay for the costs of distributing the contracts. If you choose the Contract With Credit, we will also use any profits from this charge to recoup our costs of providing the credit.

If a fixed interest rate option is available under your contract, the interest rate that we credit to that option may be reduced by an amount that corresponds to the asset-based charges to which you are subject under the variable investment options.

WITHDRAWAL CHARGE

A withdrawal charge may apply if you make a full or partial withdrawal during the withdrawal charge period for a Purchase Payment. The amount and duration of the withdrawal charge depends on whether you choose the Contract With Credit or the Contract Without Credit. The withdrawal charge varies with the number of contract anniversaries that have elapsed since each Purchase Payment being withdrawn was made.

Specifically, we maintain an "age" for each Purchase Payment you have made by keeping track of how many contract anniversaries have passed since the Purchase Payment was made.

The withdrawal charge is the percentage, shown below, of the amount withdrawn.

Number of Contract Anniversaries since the Date of each Purchase Payment	Contract with Credit Withdrawal Charge	Contract without Credit Withdrawal Charge
0	8%	7%
1	8%	6%
2	8%	5%
3	8%	4%
4	7%	3%
5	6%	2%
6	5%	1%
7	0%	0%

If a withdrawal is effective on the day before a contract anniversary, the withdrawal charge percentage as of the next following contract anniversary will apply.

If you request a withdrawal, we will deduct an amount from the Contract Value that is sufficient to pay the withdrawal charge, and provide you with the amount requested.

If you request a full withdrawal, we will provide you with the full amount of the Contract Value after making deductions for charges.

Each contract year, you may withdraw a specified amount of your Contract Value without incurring a withdrawal charge. We make this "charge-free amount" available to you subject to approval of this feature in your state. We determine the charge-free amount available to you in a given contract year on the contract anniversary that begins that year. In calculating the charge-free amount, we divide Purchase Payments into two categories-payments that are subject to a withdrawal charge and those that are not. We determine the charge-free amount based only on Purchase Payments that are subject to a withdrawal charge. The charge-free amount in a given contract year is equal to 10% of the sum of all the Purchase Payments subject to the withdrawal charge that you have made as of the applicable contract anniversary. During the first contract year, the charge-free amount is equal to 10% of the initial Purchase Payment.

When you make a withdrawal (including a withdrawal under a lifetime withdrawal benefit), we will deduct the amount of the withdrawal first from the available charge-free amount. Any excess amount will then be deducted from Purchase Payments in excess of the charge-free amount and subject to applicable withdrawal charges. Once you have withdrawn all Purchase Payments, additional withdrawals will come from any earnings. We do not impose withdrawal charges on earnings.

If a withdrawal or transfer is taken from a market value adjustment guarantee period prior to the expiration of the rate guarantee period, we will make a market value adjustment to the withdrawal amount, including the withdrawal charge. We will then apply a withdrawal charge to the adjusted amount.

If you choose the Contract With Credit and make a withdrawal that is subject to a withdrawal charge, we may use part of that withdrawal charge to recoup our costs of providing the credit.

Withdrawal charges will never be greater than permitted by applicable law.

WAIVER OF WITHDRAWAL CHARGE FOR CRITICAL CARE

Except as restricted by applicable state law, we will waive all withdrawal charges and any market value adjustment upon receipt of proof that the owner or a joint owner is terminally ill, or has been confined to an eligible nursing home or eligible hospital continuously for at least three months after the contract date. We will also waive the contract maintenance charge if you surrender your contract in accordance with the above noted conditions. This waiver is not available if the owner has assigned ownership of the contract to someone else. Please consult your contract for details about how we define the key terms used for this waiver (e.g., eligible nursing home). Note that our requirements for this waiver may vary, depending on the state in which your contract was issued.

MINIMUM DISTRIBUTION REQUIREMENTS

If a withdrawal is taken from a tax qualified contract under the minimum distribution option in order to satisfy an Internal Revenue Service mandatory distribution requirement only with respect to that contract's account balance, we will waive withdrawal charges. See Section 10, "What Are The Tax Considerations Associated With The Strategic Partners Plus 3 Contract?"

CONTRACT MAINTENANCE CHARGE

On each contract anniversary during the accumulation phase, if your Contract Value is less than \$75,000, we will deduct the lesser of \$35 or 2% of your Contract Value, for administrative expenses (this fee may differ in certain states). While this is what we currently charge, we may increase this charge up to a maximum of \$60. Also, we may raise the level of the Contract Value at which we waive this fee. The charge will be deducted proportionately from each of the contract's investment options, fixed interest rate options, and guarantee periods within the market value adjustment option. This same charge will also be deducted when you surrender your contract if your Contract Value is less than \$75,000.

GUARANTEED MINIMUM INCOME BENEFIT CHARGE

We will impose an additional charge if you choose the Guaranteed Minimum Income Benefit. FOR CONTRACTS SOLD ON OR AFTER JANUARY 20, 2004, OR UPON SUBSEQUENT STATE APPROVAL, we will deduct a charge equal to 0.50% per year of the average GMIB protected value for the period the charge applies. FOR ALL OTHER CONTRACTS, this is an annual charge equal to 0.45% of the average GMIB protected value for the period the charge applies. We deduct the charge from your Contract Value on each of the following events:

- . each contract anniversary,
- . when you begin the income phase of the contract,
- . upon a full withdrawal, and
- . upon a partial withdrawal if the remaining Contract Value would not be enough to cover the then applicable Guaranteed Minimum Income Benefit charge.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS PLUS 3

CONTRACT? continued

If we impose this fee other than on a contract anniversary, then we will pro-rate it based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted.

Because the charge is calculated based on the average GMIB protected value, it does not increase or decrease based on changes to the annuity's Contract Value due to market performance. If the GMIB protected value increases, the dollar amount of the annual charge will increase, while a decrease in the GMIB protected value will decrease the dollar amount of the charge.

The charge is deducted annually in arrears each contract year on the contract anniversary. We deduct the amount of the charge pro-rata from the Contract Value allocated to the variable investment options, the fixed interest rate options, and the market value adjustment option. In some states, we may deduct the charge for the Guaranteed Minimum Income Benefit in a different manner.

No market value adjustment will apply to the portion of the charge deducted from the market value adjustment option. If you surrender your contract, begin receiving annuity payments under the GMIB or any other annuity payout option we make available during a contract year, or the GMIB terminates, we will deduct the charge for the portion of the contract year since the prior contract anniversary (or the contract date if in the first contract year). Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the applicable Guaranteed Minimum Income Benefit charge, we will deduct the charge from the amount we pay you.

The fact that we may impose the charge upon a full or partial withdrawal does not impair your right to make a withdrawal at the time of your choosing.

We will not impose the Guaranteed Minimum Income Benefit charge after the income phase begins.

INCOME APPRECIATOR BENEFIT CHARGE

We will impose an additional charge if you choose the Income Appreciator Benefit. This is an annual charge equal to 0.25% of your Contract Value. The Income Appreciator Benefit charge is calculated:

- . on each contract anniversary,
- . on the annuity date,
- . upon the death of the sole owner or first-to-die of the owner or joint owner prior to the annuity date,
- . upon a full or partial withdrawal, and
- . upon a subsequent Purchase Payment.

The fee is based on the Contract Value at the time of the calculation, and is prorated based on the portion of the contract year that has elapsed since the full annual fee was most recently deducted.

Although the Income Appreciator Benefit charge may be calculated more often, it is deducted only:

- . on each contract anniversary,
 - . on the annuity date,
-

- . upon the death of the sole owner or first-to-die of the owner or joint owner prior to the annuity date,
- . upon a full withdrawal, and
- . upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then-applicable Income Appreciator Benefit charge.

We reserve the right to calculate and deduct the fee more frequently than annually, such as quarterly.

The Income Appreciator Benefit charge is deducted from each investment option in the same proportion that the amount allocated to the investment option bears to the total Contract Value. No market value adjustment will apply to the portion of the charge deducted from the market value adjustment option. Upon a full withdrawal, or if the Contract Value remaining after a partial withdrawal is not enough to cover the then-applicable Income Appreciator Benefit charge, the charge is deducted from the amount paid. The payment of the Income Appreciator Benefit charge will be deemed to be made from earnings for purposes of calculating other charges. THE FACT THAT WE MAY IMPOSE THE CHARGE UPON A FULL OR PARTIAL WITHDRAWAL DOES NOT IMPAIR YOUR RIGHT TO MAKE A WITHDRAWAL AT THE TIME OF YOUR CHOOSING.

We do not assess this charge upon election of IAB Option 1, the completion of IAB Option 2 or 3, and upon annuitization. However, we do assess the IAB charge during the 10-year payment period contemplated by IAB Options 2 and 3. Moreover, you should realize that amounts credited to your Contract Value under IAB Option 3 increase the Contract Value, and because the IAB fee is a percentage of your Contract Value, the IAB fee may increase as a consequence of those additions.

EARNINGS APPRECIATOR BENEFIT CHARGE

We will impose an additional charge if you choose the Earnings Appreciator Benefit. The charge for this benefit is based on an annual rate of 0.30% of your Contract Value.

We calculate the charge on each of the following events:

- . each contract anniversary,
- . on the annuity date,
- . upon death of the sole or first to die of the owner or joint owner prior to the annuity date,
- . upon a full or partial withdrawal, and
- . upon a subsequent Purchase Payment.

The fee is based on the Contract Value at time of calculation and is pro-rated based on the portion of the contract year since the date that the Earnings Appreciator Benefit charge was last calculated.

Although the Earnings Appreciator Benefit charge may be calculated more often, it is deducted only:

- . on each contract anniversary,
-

. on the annuity date,

. upon death of the sole owner or the first to die of the owner or joint owner prior to the annuity date,-upon a full withdrawal, and-upon a partial withdrawal if the Contract Value remaining after the partial withdrawal is not enough to cover the then applicable charge.

We withdraw this charge from each investment option (including each guarantee period) in the same proportion that the amount allocated to the investment option bears to the total Contract Value. Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the then-applicable Earnings Appreciator Benefit charge, we will deduct the charge from the amount we pay you. We will deem the payment of the Earnings Appreciator Benefit charge as made from earnings for purposes of calculating other charges.

BENEFICIARY CONTINUATION OPTION CHARGES

If your beneficiary elects the Beneficiary Continuation Option, we deduct a Settlement Service Charge. The charge is assessed daily against the average assets allocated to the variable investment options, and is equal to an annual charge of 1.00%. In addition, the beneficiary will incur an annual maintenance fee equal to the lesser of \$30 or 2% of Contract Value if the Contract Value is less than \$25,000 at the time the fee is assessed. The fee will not apply if it is assessed 30 days prior to a surrender request. Finally, transfers in excess of 20 per year will incur a \$10 transfer fee.

TAXES ATTRIBUTABLE TO PREMIUM

There may be federal, state and local premium based taxes applicable to your Purchase Payment. We are responsible for the payment of these taxes and may make a deduction from the value of the contract to pay some or all of these taxes. We generally will deduct the state premium tax charge at the time of a withdrawal or surrender of your Contract or at the time you elect to begin receiving annuity payments. However, we also reserve the right to deduct the charge from each purchase payment at the time the tax is imposed, if earlier. In the states that impose a premium tax on us, the current rates range up to 3.5%. It is our current practice not to deduct a charge for the federal tax associated with deferred acquisition costs paid by us that are based on premium received.

TRANSFER FEE

You can make 12 free transfers every contract year. We measure a contract year from the date we issue your contract (contract date). If you make more than 12 transfers in a contract year (excluding Dollar Cost Averaging and Auto-Rebalancing), we will deduct a transfer fee of \$25 for each additional transfer. We have the right to increase this fee up to a maximum of \$30 per transfer, but we have no current plans to do so. We will deduct the transfer fee pro-rata from the investment options from which the transfer is made. The transfer fee is deducted before the market value adjustment, if any, is calculated. There is a different transfer fee under the Beneficiary Continuance Option.

COMPANY TAXES

We pay company income taxes on the taxable corporate earnings created by this separate account product. While we may consider company income taxes when pricing our products, we do not currently include such income taxes in the tax charges you pay under the contract. We will periodically review the issue of charging for these taxes and may impose a charge in the future.

In calculating our corporate income tax liability, we derive certain corporate income tax benefits associated with the investment of company assets, including separate account assets, which are treated as company assets under applicable income tax law. These benefits reduce our overall corporate income tax liability. Under current law, such benefits may include foreign tax credits and corporate dividend received deductions. We do not pass these tax benefits through to holders of the separate account annuity contracts because

(i) the contract owners are not the owners of the assets generating these benefits under applicable income tax law and (ii) we do not currently include company income taxes in the tax charges you pay under the contract. We reserve the right to change these tax practices.

8: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS PLUS 3

UNDERLYING MUTUAL FUND FEES

When you allocate a Purchase Payment or a transfer to the variable investment options, we in turn invest in shares of a corresponding underlying mutual fund. Those funds charge fees that are in addition to the contract-related fees described in this section. For 2007, the fees of these funds ranged from 0.37% to 1.65% annually. For certain funds, expenses are reduced pursuant to expense waivers and comparable arrangements. In general, these expense waivers and comparable arrangements are not guaranteed, and may be terminated at any time. For additional information about these fund fees, please consult the prospectuses for the funds.

9: HOW CAN I ACCESS MY MONEY?

You can Access Your Money by:

- . MAKING A WITHDRAWAL (EITHER PARTIAL OR FULL); OR
- . CHOOSING TO RECEIVE ANNUITY PAYMENTS DURING THE INCOME PHASE.

WITHDRAWALS DURING THE ACCUMULATION PHASE

When you make a full withdrawal, you will receive the value of your contract minus any applicable charges and fees. We will calculate the value of your contract and charges, if any, as of the date we receive your request in good order at the Prudential Annuity Service Center.

Unless you tell us otherwise, any partial withdrawal and related withdrawal charges will be taken proportionately from all of the investment options you have selected. The minimum Contract Value that must remain in order to keep the contract in force after a withdrawal is \$2,000. If you request a withdrawal amount that would reduce the Contract Value below this minimum, we will withdraw the maximum amount available that, with the withdrawal charge, would not reduce the Contract Value below such minimum.

With respect to the variable investment options, we will generally pay the withdrawal amount, less any required tax withholding, within seven days after we receive a withdrawal request in good order. We will deduct applicable charges, if any, from the assets in your contract.

With respect to the market value adjustment option, you may specify the guarantee period from which you would like to make a withdrawal. If you indicate that the withdrawal is to originate from the market value adjustment option, but you do not specify which guarantee period is to be involved, then we will take the withdrawal from the guarantee period that has the least time remaining until its maturity date. If you indicate that you wish to make a withdrawal, but do not specify the investment options to be involved, then we will take the withdrawal from your Contract Value on a pro rata basis from each investment option that you have. In that situation, we will aggregate the Contract Value in each of the guarantee periods that you have within the market value adjustment option for purposes of making that pro rata calculation. The portion of the withdrawal associated with the market value adjustment option then will be taken from the guarantee periods with the least amount of time remaining until the maturity date, irrespective of the original length of the guarantee period. You should be aware that a withdrawal may avoid a withdrawal charge based on the charge-free amount that we allow, yet still be subject to a market value adjustment.

Income Taxes, Tax Penalties, and Certain Restrictions also may Apply to any Withdrawal. For a more Complete Explanation, See Section 10.

AUTOMATED WITHDRAWALS

We offer an automated withdrawal feature. This feature enables you to receive periodic withdrawals in monthly, quarterly, semiannual, or annual intervals. We will process your withdrawals at the end of the business day at the intervals you specify. We will continue at these intervals until you tell us otherwise. You can make withdrawals from any designated investment option or proportionally from all investment options (other than a guarantee period within the market value adjustment option). The minimum automated withdrawal amount you can make is generally \$100. An assignment of the contract terminates any automated withdrawal program that you had in effect.

Income Taxes, Tax Penalties, Withdrawal Charges, and Certain Restrictions may Apply to Automated Withdrawals. For a more Complete Explanation, See Section 10.

SUSPENSION OF PAYMENTS OR TRANSFERS

The SEC may require us to suspend or postpone payments made in connection with withdrawals or transfers for any period when:

- . The New York Stock Exchange is closed (other than customary weekend and holiday closings);

. Trading on the New York Stock Exchange is restricted;

. An emergency exists, as determined by the SEC, during which sales and redemptions of shares of the underlying mutual funds are not feasible or we cannot reasonably value the accumulation units; or

. The SEC, by order, permits suspension or postponement of payments for the protection of owners.

We expect to pay the amount of any withdrawal or process any transfer made from the fixed interest rate options promptly upon request.

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

PLUS 3 CONTRACT?

The tax considerations associated with an annuity vary depending on whether the contract is (i) owned by an individual or non-natural person, and not associated with a tax-favored retirement plan, or (ii) held under a tax-favored retirement plan. We discuss the tax considerations for these categories of contracts below. The discussion is general in nature and describes only federal income tax law (not state or other tax laws). It is based on current law and interpretations, which may change. The information provided is not intended as tax advice. You should consult with a qualified tax advisor for complete information and advice. References to purchase payments below relate to your cost basis in your contract. Generally, your cost basis in a contract not associated with a tax-favored retirement plan is the amount you pay into your contract, or into annuities exchanged for your contract, on an after-tax basis less any withdrawals of such payments. Cost basis for a tax-favored retirement plan is provided only in limited circumstances, such as for contributions to a Roth IRA or nondeductible IRA contributions.

The discussion includes a description of certain spousal rights under the contract, and our administration of such spousal rights and related tax reporting accords with our understanding of the Defense of Marriage Act (which defines a "marriage" as a legal union between a man and a woman and a "spouse" as a person of the opposite sex). Depending on the state in which your annuity is issued, we may offer certain spousal benefits to civil union couples. You should be aware, however, that federal tax law does not recognize civil unions. Therefore, we cannot permit a civil union partner to continue the annuity upon the death of the first partner under the annuity's "spousal continuance" provision. Civil union couples should consider that limitation before selecting a spousal benefit under the annuity.

NONQUALIFIED ANNUITY CONTRACTS

In general, as used in this prospectus, a Nonqualified Annuity is owned by an individual or non-natural person and is not associated with a tax-favored retirement plan.

TAXES PAYABLE BY YOU

We believe this annuity is an annuity contract for tax purposes. Accordingly, as a general rule, you should not pay any tax until you receive money under the contract. Generally, annuity contracts issued by the same company (and affiliates) to you during the same calendar year must be treated as one annuity contract for purposes of determining the amount subject to tax under the rules described below. Charges for investment advisory fees that are taken from the contract are treated as a partial withdrawal from the contract and will be reported as such to the contract owner.

It is possible that the Internal Revenue Service (IRS) would assert that some or all of the charges for the optional benefits under the contract should be treated for federal income tax purposes as a partial withdrawal from the contract. If this were the case, the charge for this benefit could be deemed a withdrawal and treated as taxable to the extent there are earnings in the contract. Additionally, for owners under age 59 1/2, the taxable income attributable to the charge for the benefit could be subject to a tax penalty. If the IRS determines that the charges for one or more benefits under the contract are taxable withdrawals, then the sole or surviving owner will be provided with a notice from us describing available alternatives regarding these benefits.

You must commence annuity payments no later than the first day of the calendar month next following the maximum Annuity Date for your contract. Please refer to your annuity contract for the applicable maximum Annuity Date. For some of our contracts, you are able to choose to defer the Annuity Date beyond the default Annuity Date described in your contract. However, the IRS may not then consider your contract to be an annuity under the tax law.

TAXES ON WITHDRAWALS AND SURRENDER

If you make a withdrawal from your contract or surrender it before annuity payments begin, the amount you receive will be taxed as ordinary income, rather than as return of purchase payments, until all gain has been withdrawn. Once all gain has been withdrawn, payments will be treated as a nontaxable return of purchase payments until all purchase payments have been returned. After all purchase payments are returned, all subsequent amounts will be taxed as ordinary income. You will generally be taxed on any withdrawals from the contract while you are alive even if the withdrawal is paid to someone else. Withdrawals under any of the optional living benefit programs or as a systematic payment are taxed under these rules. If you assign or pledge all or part of your contract as collateral for a loan, the part assigned generally will be treated as a withdrawal. If you transfer your contract for less than full consideration, such as by gift, you will also trigger tax on any gain in the contract. This rule does not apply if you transfer the contract to your spouse or under most circumstances if you transfer the contract incident to divorce.

PLUS 3 CONTRACT? continued

If you choose to receive payments under an interest payment option, or a beneficiary chooses to receive a death benefit under an interest payment option, that election will be treated, for tax purposes, as surrendering your annuity and will immediately subject any gain in the contract to income tax.

TAXES ON ANNUITY PAYMENTS

A portion of each annuity payment you receive will be treated as a partial return of your purchase payments and will not be taxed. The remaining portion will be taxed as ordinary income. Generally, the nontaxable portion is determined by multiplying the annuity payment you receive by a fraction, the numerator of which is your purchase payments (less any amounts previously received tax-free) and the denominator of which is the total expected payments under the contract. After the full amount of your purchase payments have been recovered tax-free, the full amount of the annuity payments will be taxable. If annuity payments stop due to the death of the annuitant before the full amount of your purchase payments have been recovered, a tax deduction may be allowed for the unrecovered amount.

TAX PENALTY FOR EARLY WITHDRAWAL FROM A NONQUALIFIED ANNUITY CONTRACT You may owe a 10% tax penalty on the taxable part of distributions received from your Nonqualified annuity contract before you attain age 59 1/2. Amounts are not subject to this tax penalty if:

- . the amount is paid on or after you reach age 59 1/2 or die;
- . the amount received is attributable to your becoming disabled;
- . generally the amount paid or received is in the form of substantially equal payments not less frequently than annually (please note that substantially equal payments must continue until the later of reaching age 59 1/2 or 5 years and modification of payments during that time period will result in retroactive application of the 10% tax penalty); or
- . the amount received is paid under an immediate annuity contract (in which annuity payments begin within one year of purchase).

Other exceptions to this tax may apply. You should consult your tax advisor for further details.

SPECIAL RULES IN RELATION TO TAX-FREE EXCHANGES UNDER SECTION 1035

Section 1035 of the Internal Revenue Code of 1986, as amended (Code), permits certain tax-free exchanges of a life insurance, annuity or endowment contract for an annuity. Partial surrenders may be treated in the same way as tax-free 1035 exchanges of entire contracts, therefore avoiding current taxation of any gains in the contract as well as the 10% tax penalty on pre-age 59 1/2 withdrawals. The IRS has reserved the right to treat transactions it considers abusive as ineligible for this favorable partial 1035 exchange treatment. We do not know what transactions may be considered abusive. For example we do not know how the IRS may view early withdrawals or annuitizations after a partial exchange. In addition, it is unclear how the IRS will treat a partial exchange from a life insurance, endowment, or annuity contract into an immediate annuity. As of the date of this prospectus, we will accept a partial 1035 exchange from a non-qualified annuity into an immediate annuity as a "tax-free" exchange for future tax reporting purposes, except to the extent that we, as a reporting and withholding agent, believe that we would be expected to deem the transaction to be abusive. However, some insurance companies may not recognize these partial surrenders as tax-free exchanges and may report them as taxable distributions to the extent of any gain distributed as well as subjecting the taxable portion of the distribution to the 10% tax penalty. We strongly urge you to discuss any transaction of this type with your tax advisor before proceeding with the transaction.

If an annuity is purchased through a tax-free exchange of a life insurance, annuity or endowment contract that was purchased prior to August 14, 1982, then any purchase payments made to the original contract prior to August 14, 1982 will be treated as made to the new contract prior to that date. Generally, such pre-August 14, 1982 withdrawals are treated as a recovery of your investment in the contract first until purchase payments made before August 14, 1982 are withdrawn. Moreover, any income allocable to purchase payments made before August 14, 1982, is not subject to the 10% tax penalty.

TAXES PAYABLE BY BENEFICIARIES

The Death Benefit options are subject to income tax to the extent the distribution exceeds the cost basis in the contract. The value of the Death Benefit, as determined under federal law, is also included in the owner's estate. Generally, the same tax rules described above would also apply to amounts received by your beneficiary. Choosing any option other than a lump sum Death Benefit may defer taxes. Certain minimum distribution requirements apply upon your death, as discussed further below in the Annuity Qualification section. Tax consequences to the beneficiary vary depending upon the Death Benefit payment option selected. Generally, for payment of the Death Benefit

- . As a lump sum payment: the beneficiary is taxed on gain in the contract.
- . Within 5 years of death of owner: the beneficiary is taxed as amounts are withdrawn (in this case gain is treated as being distributed first).

96

- . Under an annuity or annuity settlement option with distribution beginning within one year of the date of death of the owner: the beneficiary is taxed on each payment (part will be treated as gain and part as return of purchase payments).

Considerations for Contingent Annuitants: We may allow the naming of a contingent annuitant when a Nonqualified annuity contract is held by a pension plan or a tax favored retirement plan. In such a situation, the annuity may no longer qualify for tax deferral where the annuity contract continues after the death of the Annuitant. Note that in certain annuity contracts issued by Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, we allow for the naming of a co-annuitant, which also is used to mean the successor annuitant (and not another life used for measuring the duration of an annuity payment option). Like in the case of a contingent annuitant, the annuity may no longer qualify for tax deferral where the contract continues after the death of the annuitant.

DISTRIBUTIONS

Taxable amounts distributed from an annuity are subject to federal and state income tax reporting and withholding. In general, we will withhold federal income tax from the taxable portion of such distribution based on the type of distribution. In the case of an annuity or similar periodic payment, we will withhold as if you are a married individual with three (3) exemptions unless you designate a different withholding status. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default. In the case of all other distributions, we will withhold at a 10% rate. You may generally elect not to have tax withheld from your payments. An election out of withholding must be made on forms that we provide.

State income tax withholding rules vary and we will withhold based on the rules of your State of residence. Special tax rules apply to withholding for nonresident aliens, and we generally withhold income tax for nonresident aliens at a 30% rate. A different withholding rate may be applicable to a nonresident alien based on the terms of an existing income tax treaty between the United States and the nonresident alien's country. Please refer to the discussion below regarding withholding rules for a Qualified annuity.

Regardless of the amount withheld by us, you are liable for payment of federal and state income tax on the taxable portion of annuity distributions. You should consult with your tax advisor regarding the payment of the correct amount of these income taxes and potential liability if you fail to pay such taxes.

Entity Owners

Where a contract is held by a non-natural person (e.g. a corporation), other than as an agent or nominee for a natural person (or in other limited circumstances), the contract will not be taxed as an annuity and increases in the value of the contract over its cost basis will be subject to tax annually.

Where a contract is structured so that it is owned by a grantor trust but the annuitant is not the grantor, then the contract is required to terminate upon the death of the grantor if the grantor pre-deceases the annuitant under

Section 72(s) of the Code. Under this circumstance, the contract value will be paid out to the beneficiary and it is not eligible for the death benefit provided under the contract.

ANNUITY QUALIFICATION

Diversification And Investor Control. In order to qualify for the tax rules applicable to annuity contracts described above, the assets underlying the Sub-accounts of an annuity must be diversified, according to certain rules under the Internal Revenue Code. Each portfolio is required to diversify its investments each quarter so that no more than 55% of the value of its assets is represented by any one investment, no more than 70% is represented by any two investments, no more than 80% is represented by any three investments, and no more than 90% is represented by any four investments. Generally, securities of a single issuer are treated as one investment and obligations of each U.S. Government agency and instrumentality (such as the Government National Mortgage Association) are treated as issued by separate issuers. In addition, any security issued, guaranteed or insured (to the extent so guaranteed or insured) by the United States or an instrumentality of the U.S. will be treated as a security issued by the U.S. Government or its instrumentality, where applicable. We believe the portfolios underlying the variable investment options of the annuity meet these diversification requirements.

An additional requirement for qualification for the tax treatment described above is that we, and not you as the contract owner, must have sufficient control over the underlying assets to be treated as the owner of the underlying assets for tax purposes. While we also believe these investor control rules will be met, the Treasury Department may promulgate guidelines under which a variable annuity will not be treated as an annuity for tax purposes if persons with ownership rights have excessive control over the investments underlying such variable annuity. It is unclear whether such guidelines, if in fact promulgated, would have retroactive effect. It is also unclear what effect, if any, such guidelines might have on transfers between the investment options offered pursuant to this Prospectus. We reserve the right to take any action, including modifications to your annuity or the investment options, required to comply with such guidelines if promulgated. Any such changes will apply uniformly to affected owners and will be made with such notice to affected owners as is feasible under the circumstances.

Required Distributions Upon Your Death for Nonqualified Annuity Contracts. Upon your death, certain distributions must be made under the contract. The required distributions depend on whether you die before you start taking annuity payments under the

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

contract or after you start taking annuity payments under the contract. If you die on or after the Annuity Date, the remaining portion of the interest in the contract must be distributed at least as rapidly as under the method of distribution being used as of the date of death. If you die before the Annuity Date, the entire interest in the contract must be distributed within 5 years after the date of death, or as periodic payments over a period not extending beyond the life or life expectancy of such designated beneficiary (provided such payments begin within one year of your death). Your designated beneficiary is the person to whom benefit rights under the contract pass by reason of death, and must be a natural person in order to elect a periodic payment option based on life expectancy or a period exceeding five years. Additionally, if the annuity is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner. For Nonqualified annuity contracts owned by a non-natural person, the required distribution rules apply upon the death of the annuitant. This means that for a contract held by a non-natural person (such as a trust) for which there is named a co-annuitant, then such required distributions will be triggered by the death of the first co-annuitants to die.

Changes In Your Annuity. We reserve the right to make any changes we deem necessary to assure that your annuity qualifies as an annuity contract for tax purposes. Any such changes will apply to all contract owners and you will be given notice to the extent feasible under the circumstances.

QUALIFIED ANNUITY CONTRACTS

In general, as used in this prospectus, a Qualified annuity is an annuity contract with applicable endorsements for a tax-favored plan or a Nonqualified annuity contract held by a tax-favored retirement plan.

The following is a general discussion of the tax considerations for Qualified annuity contracts. This annuity may or may not be available for all types of the tax-favored retirement plans discussed below. This discussion assumes that you have satisfied the eligibility requirements for any tax-favored retirement plan. Please consult your Financial Professional prior to purchase to confirm if this contract is available for a particular type of tax-favored retirement plan or whether we will accept the type of contribution you intend for this contract.

A Qualified annuity may typically be purchased for use in connection with:

- . Individual retirement accounts and annuities (IRAs) which are subject to Sections 408(a) and 408(b) of the Code;
- . Roth IRAs under Section 408A of the Code;
- . A corporate Pension or Profit-sharing plan (subject to 401(a) of the Code);
- . H.R. 10 plans (also known as Keogh Plans, subject to 401(a) of the Code);
- . Tax Sheltered Annuities (subject to 403(b) of the Code, also known as Tax Deferred Annuities or TDAs);
- . Section 457 plans (subject to 457 of the Code).

A Nonqualified annuity may also be purchased by a 401(a) trust or custodial IRA or Roth IRA account or a Section 457 plan, which can hold other permissible assets. The terms and administration of the trust or custodial account or plan in accordance with the laws and regulations for 401(a) plans, IRAs or Roth IRAs or a Section 457 plan, as applicable, are the responsibility of the applicable trustee or custodian.

You should be aware that tax favored plans such as IRAs generally provide income tax deferral regardless of whether they invest in annuity contracts. This means that when a tax favored plan invests in an annuity contract, it generally does not result in any additional tax benefits (such as income tax deferral and income tax free transfers).

TYPES OF TAX-FAVORED PLANS

IRAs. If you buy an annuity for use as an IRA, we will provide you a copy of the prospectus and contract. The "IRA Disclosure Statement" and "Roth IRA Disclosure Statement" which accompany the prospectus contain information about eligibility, contribution limits, tax particulars, and other IRA information. In addition to this information (some of which is summarized below), the IRS requires that you have a "free look" after making an initial contribution to the contract. During this time, you can cancel the annuity by notifying us in writing, and we will refund all of the purchase payments under the annuity (or, if provided by applicable state law, the amount credited under the annuity, if greater), less any applicable federal and state income tax withholding.

Contributions Limits/Rollovers. Subject to the minimum purchase payment requirements of an annuity, you may purchase an annuity for an IRA in connection with a "rollover" of amounts from a qualified retirement plan, as a transfer from another IRA, by making a single contribution consisting of your IRA contributions and catch-up contributions, if applicable, attributable to the prior year and the current year during the period from January 1 to April 15, or as a current year contribution. In 2008 the contribution limit is \$5,000. After 2008 the contribution amount will be indexed for inflation. The tax law also provides for a catch-up provision for individuals who are age 50 and above, allowing these individuals an additional \$1,000 contribution each year. The catch-up amount is not indexed for inflation.

The "rollover" rules under the Code are fairly technical; however, an individual (or his or her surviving spouse) may generally "roll over" certain distributions from tax favored retirement plans (either directly or within 60 days from the date of these distributions) if he or she meets the requirements for distribution. Once you buy an annuity, you can make regular IRA contributions under the annuity (to the extent permitted by law). However, if you make such regular IRA contributions, you should note that you will not be able to treat the contract as a "conduit IRA," which means that you will not retain possible favorable tax treatment if you subsequently "roll over" the contract funds originally derived from a qualified retirement plan or TDA into another Section 401(a) plan or TDA. In some circumstances, non-spouse beneficiaries may directly roll over to an IRA amounts due from qualified plans, 403(b) plans, and governmental 457(b) plans.

Required Provisions. Contracts that are IRAs (or endorsements that are part of the contract) must contain certain provisions:

- . You, as owner of the contract, must be the "annuitant" under the contract (except in certain cases involving the division of property under a decree of divorce);
- . Your rights as owner are non-forfeitable;
- . You cannot sell, assign or pledge the contract;
- . The annual contribution you pay cannot be greater than the maximum amount allowed by law, including catch-up contributions if applicable (which does not include any rollover amounts);
- . The date on which required minimum distributions must begin cannot be later than April 1st of the calendar year after the calendar year you turn age 70 1/2; and
- . Death and annuity payments must meet "required minimum distribution" rules described below.

Usually, the full amount of any distribution from an IRA (including a distribution from this contract) which is not a rollover is taxable. As taxable income, these distributions are subject to the general tax withholding rules described earlier regarding a Nonqualified annuity. In addition to this normal tax liability, you may also be liable for the following, depending on your actions:

- . A 10% early withdrawal penalty described below;
- . Liability for "prohibited transactions" if you, for example, borrow against the value of an IRA; or
- . Failure to take a required minimum distribution, also described below.

SEPs. SEPs are a variation on a standard IRA, and contracts issued to a SEP must satisfy the same general requirements described under IRAs (above). There are, however, some differences:

- . If you participate in a SEP, you generally do not include in income any employer contributions made to the SEP on your behalf up to the lesser of
 - (a) \$46,000 in 2008 (\$45,000 in 2007) or (b) 25% of your taxable compensation paid by the contributing employer (not including the employer's SEP contribution as compensation for these purposes). However, for these purposes, compensation in excess of certain limits established by the IRS will not be considered. In 2008, this limit is \$230,000 (\$225,000 for 2007);
 - . SEPs must satisfy certain participation and nondiscrimination requirements not generally applicable to IRAs; and
-

. SEPs that contain a salary reduction or "SARSEP" provision prior to 1997 may permit salary deferrals up to \$15,500 in 2008 with the employer making these contributions to the SEP. However, no new "salary reduction" or "SARSEPs" can be established after 1996. Individuals participating in a SARSEP who are age 50 or above by the end of the year will be permitted to contribute an additional \$5,000 in 2008. These amounts are indexed for inflation. These annuities are not available for SARSEPs. You will also be provided the same information, and have the same "free look" period, as you would have if you purchased the contract for a standard IRA.

ROTH IRAs. The "Roth IRA Disclosure Statement" contains information about eligibility, contribution limits, tax particulars and other Roth IRA information. Like standard IRAs, income within a Roth IRA accumulates tax-free, and contributions are subject to specific limits. Roth IRAs have, however, the following differences:

. Contributions to a Roth IRA cannot be deducted from your gross income;

. "Qualified distributions" from a Roth IRA are excludable from gross income. A "qualified distribution" is a distribution that satisfies two requirements: (1) the distribution must be made (a) after the owner of the IRA attains age 59 1/2; (b) after the owner's death; (c) due to the owner's disability; or (d) for a qualified first time homebuyer distribution within the meaning of Section 72(t)(2)(F) of the Code; and (2) the distribution must be made in the year that is at least five tax years after the first year for which a contribution was made to any Roth IRA established for the owner or five years after a rollover, transfer, or conversion was made from a traditional IRA to a Roth IRA. Distributions from a Roth IRA that are not qualified distributions will be treated as made first from contributions and then from earnings and earnings will be taxed generally in the same manner as distributions from a traditional IRA.

. If eligible (including meeting income limitations and earnings requirements), you may make contributions to a Roth IRA after attaining age 70 1/2, and distributions are not required to begin upon attaining such age or at any time thereafter.

Subject to the minimum purchase payment requirements of an annuity, if you meet certain income limitations you may purchase an annuity for a Roth IRA in connection with a "rollover" of amounts of another traditional IRA, conduit IRA, SEP, SIMPLE-IRA or Roth IRA by making a single contribution consisting of your Roth IRA contributions and catch-up contributions, if applicable, attributable to the prior year and the current year during the period from January 1 to April 15 of the current year, or with a current

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

PLUS 3 CONTRACT? continued

contribution. The Code permits persons who meet certain income limitations (generally, adjusted gross income under \$100,000) who are not married filing a separate return and who receive certain qualifying distributions from such non-Roth IRAs, to directly rollover or make, within

60 days, a "rollover" of all or any part of the amount of such distribution to a Roth IRA which they establish. Beginning January 2008, an individual receiving an eligible rollover distribution from an employer sponsored retirement plan under sections 401(a) or 403(b) of the Code can directly roll over contributions to a Roth IRA, subject to the same income limits. This conversion triggers current taxation (but is not subject to a 10% early distribution penalty). Once an annuity has been purchased, regular Roth IRA contributions will be accepted to the extent permitted by law. In addition, an individual receiving an eligible rollover distribution from a designated Roth account under an employer plan may roll over the distribution to a Roth IRA even if the individual is not eligible to make regular contributions to a Roth IRA. Until 2010, participants with an adjusted gross income greater than \$100,000 are not permitted to roll over funds from an employer plan, including a Roth 401(k) distribution, to a Roth IRA.

TDAs. You may own a Tax Deferred Annuity (also known as a TDA, Tax Sheltered Annuity (TSA), 403(b) plan or 403(b) annuity) generally if you are either an employer or employee of a tax-exempt organization (as defined under Code

Section 501(c)(3)) or a public educational organization, and you may make contributions to a TDA so long as your rights (or your employee's rights) to the annuity are nonforfeitable. Contributions to a TDA, and any earnings, are not taxable until distribution. You may also make contributions to a TDA under a salary reduction agreement, generally up to a maximum of \$15,500 in 2008. Individuals participating in a TDA who are age 50 or above by the end of the year will be permitted to contribute an additional \$5,000 in 2008. This amount is indexed for inflation. Further, you may roll over TDA amounts to another TDA or an IRA. You may also roll over TDA amounts to a qualified retirement plan, a SEP and a 457 government plan. A contract may generally only qualify as a TDA if distributions of salary deferrals (other than "grandfathered" amounts held as of December 31, 1988) may be made only on account of:

- . Your attainment of age 59 1/2;
- . Your severance of employment;
- . Your death;
- . Your total and permanent disability; or
- . Hardship (under limited circumstances, and only related to salary deferrals, not including earnings attributable to these amounts).

In any event, you must begin receiving distributions from your TDA by April 1st of the calendar year after the calendar year you turn age 70 1/2 or retire, whichever is later. These distribution limits do not apply either to transfers or exchanges of investments under the contract, or to any "direct transfer" of your interest in the contract to another TDA or to a mutual fund "custodial account" described under Code Section 403(b)(7). Employer contributions to TDAs are subject to the same general contribution, nondiscrimination, and minimum participation rules applicable to "qualified" retirement plans.

Final regulations to 403(b) contracts were issued in 2007. Under these final regulations, certain contract exchanges may be accepted only if the employer and the issuer have entered into the required information-sharing agreements. Such agreements must be in place by January 1, 2009. We do not currently accept transfers of funds under 403(b) contracts. Funds can only be added to the contract as a current salary deferral under an agreement with your employer or as a direct rollover from another employer plan. We intend to begin accepting such transfers in the future when we can comply with the new regulations.

REQUIRED MINIMUM DISTRIBUTIONS AND PAYMENT OPTIONS

If you hold the contract under an IRA (or other tax-favored plan), required minimum distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70 1/2 and must be made for each year thereafter. For a TDA or a 401(a) plan for which the participant is not a greater than 5% owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the Owner's lifetime. The amount of the payment must at least equal the minimum required under the IRS rules. Several choices are available for calculating the minimum amount. More information on the mechanics of this calculation is available on request. Please contact us at a reasonable time before the IRS deadline so that a timely distribution is made. Please note that there is a 50% tax penalty on the amount of any required minimum distribution not made in a timely manner.

Required minimum distributions are calculated based on the sum of the account value and the actuarial value of any additional death benefits and benefits from optional riders that you have purchased under the contract. As a result, the required minimum distributions may be larger than if the calculation were based on the account value only, which may in turn result in an earlier (but not before the required beginning date) distribution of amounts under the annuity and an increased amount of taxable income distributed to the annuity owner, and a reduction of death benefits and the benefits of any optional riders.

You can use the Minimum Distribution option to satisfy the required minimum distribution rules for an annuity without either beginning annuity payments or surrendering the annuity. We will distribute to you the required minimum distribution amount, less

any other partial withdrawals that you made during the year. Such amount will be based on the value of the contract as of December 31 of the prior year, but is determined without regard to other contracts you may own.

Although the IRS rules determine the required amount to be distributed from your IRA each year, certain payment alternatives are still available to you. If you own more than one IRA, you can choose to satisfy your minimum distribution requirement for each of your IRAs by withdrawing that amount from any of your IRAs. If you inherit more than one Roth IRA from the same owner, similar rules apply.

Required Distributions Upon Your Death for Qualified Annuity Contracts Upon your death under an IRA, Roth IRA, 403(b) or other employer sponsored plan, the designated beneficiary may generally elect to continue the contract and receive required minimum distributions under the contract instead of receiving the death benefit in a single payment. The available payment options will depend on whether you die before the date required minimum distributions under the Code were to begin, whether you have named a designated beneficiary and whether that beneficiary is your surviving spouse.

. If you die after a designated beneficiary has been named, the death benefit must be distributed by December 31st of the year including the five year anniversary of the date of death, or as periodic payments not extending beyond the life or life expectancy of the designated beneficiary (as long as payments begin by December 31st of the year following the year of death). However, if your surviving spouse is the beneficiary, the death benefit can be paid out over the life or life expectancy of your spouse with such payments beginning no later than December 31st of the year following the year of death or December 31st of the year in which you would have reached age 70 1/2, whichever ever is later. Additionally, if the contract is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner.

. If you die before a designated beneficiary is named and before the date required minimum distributions must begin under the Code, the death benefit must be paid out by December 31st of the year including the five year anniversary of the date of death. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

. If you die before a designated beneficiary is named and after the date required minimum distributions must begin under the Code, the death benefit must be paid out at least as rapidly as under the method then in effect. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31st of the year following the year of death, such contract is deemed to have no designated beneficiary.

A beneficiary has the flexibility to take out more each year than mandated under the required minimum distribution rules.

Until withdrawn, amounts in a Qualified annuity contract continue to be tax deferred. Amounts withdrawn each year, including amounts that are required to be withdrawn under the required minimum distribution rules, are subject to tax. You may wish to consult a professional tax advisor for tax advice as to your particular situation.

For a Roth IRA, if death occurs before the entire interest is distributed, the death benefit must be distributed under the same rules applied to IRAs where death occurs before the date required minimum distributions must begin under the Code.

TAX PENALTY FOR EARLY WITHDRAWALS FROM QUALIFIED ANNUITY CONTRACTS You may owe a 10% tax penalty on the taxable part of distributions received from an IRA, SEP, Roth IRA, TDA or qualified retirement plan before you attain age 59 1/2. Amounts are not subject to this tax penalty if:

- . the amount is paid on or after you reach age 59 1/2 or die;
 - . the amount received is attributable to your becoming disabled; or
-

. generally the amount paid or received is in the form of substantially equal payments not less frequently than annually. (Please note that substantially equal payments must continue until the later of reaching age 59 1/2 or 5 years. Modification of payments during that time period will result in retroactive application of the 10% tax penalty.)

Other exceptions to this tax may apply. You should consult your tax advisor for further details.

WITHHOLDING

We will withhold federal income tax at the rate of 20% for any eligible rollover distribution paid by us to or for a plan participant, unless such distribution is "directly" rolled over into another qualified plan, IRA (including the IRA variations described above), SEP, 457 government plan or TDA. An eligible rollover distribution is defined under the tax law as a distribution from an employer plan under 401(a), a TDA or a 457 governmental plan, excluding any distribution that is part of a series of substantially equal payments (at least annually) made over the life expectancy of the employee or the joint life expectancies of the employee and his designated beneficiary, any distribution made for a specified period of 10 years or more, any distribution that is a required minimum distribution and any hardship distribution. Regulations also specify certain other items which are not considered eligible rollover distributions. For all other distributions, unless you elect otherwise, we will withhold federal income tax from the taxable

101

10: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS

PLUS 3 CONTRACT? continued

portion of such distribution at an appropriate percentage. The rate of withholding on annuity payments where no mandatory withholding is required is determined on the basis of the withholding certificate that you file with us. If you do not file a certificate, we will automatically withhold federal taxes on the following basis:

. For any annuity payments not subject to mandatory withholding, you will have taxes withheld by us as if you are a married individual, with 3 exemptions. If no U.S. taxpayer identification number is provided, we will automatically withhold using single with zero exemptions as the default; and

. For all other distributions, we will withhold at a 10% rate.

We will provide you with forms and instructions concerning the right to elect that no amount be withheld from payments in the ordinary course. However, you should know that, in any event, you are liable for payment of federal income taxes on the taxable portion of the distributions, and

you should consult with your tax advisor to find out more information on your potential liability if you fail to pay such taxes. There may be additional state income tax withholding requirements.

ERISA REQUIREMENTS

ERISA (the "Employee Retirement Income Security Act of 1974") and the Code prevent a fiduciary and other "parties in interest" with respect to a plan (and, for these purposes, an IRA would also constitute a "plan") from receiving any benefit from any party dealing with the plan, as a result of the sale of the contract. Administrative exemptions under ERISA generally permit the sale of insurance/annuity products to plans, provided that certain information is disclosed to the person purchasing the contract. This information has to do primarily with the fees, charges, discounts and other costs related to the contract, as well as any commissions paid to any agent selling the contract. Information about any applicable fees, charges, discounts, penalties or adjustments may be found in the applicable sections of this Prospectus. Information about sales representatives and commissions may be found in the sections of this Prospectus addressing distribution of the annuities.

Other relevant information required by the exemptions is contained in the contract and accompanying documentation.

Please consult with your tax advisor if you have any questions about ERISA and these disclosure requirements.

SPOUSAL CONSENT RULES FOR RETIREMENT PLANS - QUALIFIED CONTRACTS

If you are married at the time your payments commence, you may be required by federal law to choose an income option that provides survivor annuity income to your spouse, unless your spouse waives that right. Similarly, if you are married at the time of your death, federal law may require all or a portion of the Death Benefit to be paid to your spouse, even if you designated someone else as your beneficiary. A brief explanation of the applicable rules follows. For more information, consult the terms of your retirement arrangement.

Defined Benefit Plans and Money Purchase Pension Plans. If you are married at the time your payments commence, federal law requires that benefits be paid to you in the form of a "qualified joint and survivor annuity" (QJSA), unless you and your spouse waive that right, in writing. Generally, this means that you will receive a reduced payment during your life and, upon your death, your spouse will receive at least one-half of what you were receiving for life. You may elect to receive another income option if your spouse consents to the election and waives his or her right to receive the QJSA. If your spouse consents to the alternative form of payment, your spouse may not receive any benefits from the plan upon your death. Federal law also requires that the plan pay a Death Benefit to your spouse if you are married and die before you begin receiving your benefit. This benefit must be available in the form of an annuity for your spouse's lifetime and is called a "qualified pre-retirement survivor annuity" (QPSA). If the plan pays Death Benefits to other beneficiaries, you may elect to have a beneficiary other than your spouse receive the Death Benefit, but only if your spouse consents to the election and waives his or her right to receive the QPSA. If your spouse consents to the alternate beneficiary, your spouse will receive no benefits from the plan upon your death. Any QPSA waiver prior to your attaining age 35 will become null and void on the first day of the calendar year in which you attain age 35, if still employed.

Defined Contribution Plans (including 401(k) Plans and ERISA 403(b) Annuities). Spousal consent to a distribution is generally not required. Upon your death, your spouse will receive the entire Death Benefit, even if you designated someone else as your beneficiary, unless your spouse consents in writing to waive this right. Also, if you are married and elect an annuity as a periodic income option, federal law requires that you receive a QJSA (as described above), unless you and your spouse consent to waive this right.

IRAs, non-ERISA 403(b) Annuities, and 457 Plans. Spousal consent to a distribution usually is not required. Upon your death, any Death Benefit will be paid to your designated beneficiary.

ADDITIONAL INFORMATION

For additional information about federal tax law requirements applicable to IRAs and Roth IRAs, see the IRA Disclosure Statement or Roth IRA Disclosure Statement, as applicable.

GENERATION-SKIPPING TRANSFERS

If you transfer your contract to a person two or more generations younger than you (such as a grandchild or grandniece) or to a person that is more than 37 1/2 years younger than you, there may be generation-skipping transfer tax consequences.

11: OTHER INFORMATION

PRUCO LIFE INSURANCE COMPANY

Pruco Life Insurance Company (Pruco Life) is a stock life insurance company which was organized on December 23, 1971 under the laws of the State of Arizona. It is licensed to sell life insurance and annuities in the District of Columbia, Guam and in all states except New York.

Pruco Life is a wholly-owned subsidiary of The Prudential Insurance Company of America (Prudential), a New Jersey stock life insurance company that has been doing business since October 13, 1875. Prudential is an indirect wholly-owned subsidiary of Prudential Financial, Inc. (Prudential Financial), a New Jersey insurance holding company. As Pruco Life's ultimate parent, Prudential Financial exercises significant influence over the operations and capital structure of Pruco Life and Prudential. However, neither Prudential Financial, Prudential, nor any other related company has any legal responsibility to pay amounts that Pruco Life may owe under the contract.

Pruco Life publishes annual and quarterly reports that are filed with the SEC. These reports contain financial information about Pruco Life that is annually audited by independent accountants. Pruco's Life annual report for the year ended December 31, 2007, together with subsequent periodic reports that Pruco Life files with the SEC, are incorporated by reference into this prospectus. You can obtain copies, at no cost, of any and all of this information, including the Pruco Life annual report that is not ordinarily mailed to contract owners, the more current reports and any subsequently filed documents at no cost by contacting us at the address or telephone number listed on the cover. The SEC file number for Pruco Life is 811-07325. You may read and copy any filings made by Pruco Life with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You can obtain information on the operation of the Public Reference Room by calling (202) 551-8090. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

Pruco Life conducts the bulk of its operations through staff employed by it or by affiliated companies within the Prudential Financial family. Certain discrete functions have been delegated to non-affiliates that could be deemed "service providers" under the Investment Company Act of 1940. The entities engaged by Pruco Life may change over time. As of December 31, 2007, non-affiliated entities that could be deemed service providers to Pruco Life and/or another insurer within the Prudential Annuities business unit consisted of the following: ADP (proxy tabulation services) located at 100 Burma Road Jersey City, New Jersey 07305, Alliance-One Services Inc. (administration of variable life policies) located at 55 Hartland Street East Hartford CT 06108, BISYS Retirement Services (qualified plan administrator) located at 200 Dryden Road, Dresher, PA 19025, Blue Frog Solutions, Inc. (order entry systems provider) located at 555 SW 12th Ave, Suite 202 Pompano Beach, FL 33069, EBIX Inc. (order-entry system) located at 5 Concourse Parkway Suite 3200 Atlanta, GA 30328, Diversified Information Technologies Inc. (records management) located at 123 Wyoming Ave Scranton, PA 18503, Fosdick Fulfillment Corp. (fulfillment of prospectuses and marketing materials) located at 26 Barnes Industrial Park Road North Wallingford, CT 06492, Insurance Technologies (annuity illustrations) located at Two South Cascade Avenue, Suite 200 Colorado Springs, CO 80903, Lason Systems Inc. (contract printing and mailing) located at 1305 Stephenson Highway, Troy, MI 48083, Morningstar Associates LLC (asset allocation recommendations) located at 225 West Wacker Drive Chicago, IL 60606, Pershing LLC (order-entry systems provider) located at One Pershing Plaza Jersey City, NJ 07399, Personix (printing and fulfillment of confirmations and client statements) located at 13100 North Promenade Boulevard Stafford, TX 77477, RR Donnelley Receivables Inc. (printing annual reports and prospectuses) located at 111 South Wacker Drive Chicago, IL 60606-4301, Stanton Group (qualified plan administrator) located at Two Pine Tree Drive, Suite 400 Arden Hills, MN 55112 Attention: Alerus Retirement Solutions, State Street (accumulation unit value calculations) located at State Street Financial Center One Lincoln Street Boston, Massachusetts 02111, The Harty Press, Inc. (printing and fulfillment of marketing materials) located at 25 James Street New Haven, CT 06513, VG Reed & Sons Inc. (printing and fulfillment of annual reports) located at 1002 South 12th Street Louisville, KY 40210, William B. Meyer (printing and fulfillment of prospectuses and marketing materials) located at 255 Long Beach Boulevard Stratford, CT 06615.

THE SEPARATE ACCOUNT

We have established a separate account, the Pruco Life Flexible Premium Variable Annuity Account (separate account), to hold the assets that are associated with the variable annuity contracts. The separate account was established under Arizona law on June 16, 1995, and is registered with the SEC under the Investment Company Act of 1940 as a unit investment trust, which is a type of investment company. The assets of the separate account are held in the name of Pruco Life and legally belong to us. These assets

11: OTHER INFORMATION continued

are kept separate from all of our other assets and may not be charged with liabilities arising out of any other business we may conduct. More detailed information about Pruco Life, including its audited consolidated financial statements, is provided in the Statement of Additional Information.

SALE AND DISTRIBUTION OF THE CONTRACT

Prudential Annuities Distributors, Inc. (PAD), a wholly-owned subsidiary of Prudential Annuities, Inc., is the distributor and principal underwriter of the annuities offered through this prospectus. PAD acts as the distributor of a number of annuity and life insurance products, and is the co-distributor of the Advanced Series Trust. PAD's principal business address is One Corporate Drive, Shelton, Connecticut 06484. PAD is registered as a broker-dealer under the Securities Exchange Act of 1934 (Exchange Act), and is a member of the Financial Industry Regulatory Authority (FINRA).

The contract is offered on a continuous basis. PAD enters into distribution agreements with broker/dealers who are registered under the Exchange Act and with entities that may offer the contract but are exempt from registration

(firms). Applications for the contract are solicited by registered representatives of those firms. Such representatives will also be our appointed insurance agents under state insurance law. In addition, PAD may offer the contract directly to potential purchasers.

Commissions are paid to firms on sales of the contract according to one or more schedules. The individual representative will receive a portion of the compensation, depending on the practice of his or her firm. Commissions are generally based on a percentage of Purchase Payments made, up to a maximum of 8%. Alternative compensation schedules are available that provide a lower initial commission plus ongoing annual compensation based on all or a portion of Contract Value. We may also provide compensation to the distributing firm for providing ongoing service to you in relation to the contract. Commissions and other compensation paid in relation to the contract do not result in any additional charge to you or to the separate account.

In addition, in an effort to promote the sale of our products (which may include the placement of Pruco Life and/or the contract on a preferred or recommended company or product list and/or access to the firm's registered representatives), we or PAD may enter into compensation arrangements with certain broker/dealer firms with respect to certain or all registered representatives of such firms under which such firms may receive separate compensation or reimbursement for, among other things, training of sales personnel and/or marketing and/or administrative services and/or other services they provide to us or our affiliates. These services may include, but are not limited to: educating customers of the firm on the contract's features; conducting due diligence and analysis; providing office access, operations and systems support; holding seminars intended to educate registered representatives and make them more knowledgeable about the contract; providing a dedicated marketing coordinator; providing priority sales desk support; and providing expedited marketing compliance approval to PAD. Further information about the firms that are part of these compensation arrangements appears in the Statement of Additional Information, which is available without charge upon request.

To the extent permitted by FINRA rules and other applicable laws and regulations, PAD may pay or allow other promotional incentives or payments in the form of cash or non-cash compensation. These arrangements may not be offered to all firms and the terms of such arrangements may differ between firms.

You should note that firms and individual registered representatives and branch managers within some firms participating in one of these compensation arrangements might receive greater compensation for selling the contract than for selling a different contract that is not eligible for these compensation arrangements. While compensation is generally taken into account as an expense in considering the charges applicable to a contract product, any such compensation will be paid by us or PAD and will not result in any additional charge to you. Your registered representative can provide you with more information about the compensation arrangements that apply upon the sale of the contract.

We or PAD also may compensate third-party vendors, for services that such vendors render to broker-dealer firms. To the extent permitted by the FINRA rules and other applicable laws and regulations, PAD may pay or allow other promotional incentives or payments in the forms of

cash or non-cash compensation. These arrangements may not be offered to all firms and the terms of such arrangements may differ between firms.

The list below identifies three general types of payments that PAD pays which are broadly defined as follows:

. Percentage Payments based upon "Assets under Management" or "AUM": This type of payment is a percentage payment that is based upon the total amount held in all Pruco Life products that were sold through the firm (or its affiliated broker-dealers).

. Percentage Payments based upon sales: This type of payment is a percentage payment that is based upon the total amount of money received as Purchase Payments under Pruco Life annuity products sold through the firm (or its affiliated broker-dealers).

. Fixed Payments: These types of payments are made directly to or in sponsorship of the firm (or its affiliated broker-dealers). Examples of arrangements under which such payments may be made currently include, but are not limited to: sponsorships, conferences (national, regional and top producer), speaker fees, promotional items and reimbursements to firms for marketing

104

activities or services paid by the firms and/or their individual representatives. The amount of these payments varies widely because some payments may encompass only a single event, such as a conference, and others have a much broader scope. In addition, we may make payments upon the initiation of a relationship for systems, operational and other support.

The list below includes the names of the firms (or their affiliated broker/dealers) that we are aware (as of December 31, 2007) received payment with respect to annuity business during 2007 (or as to which a payment amount was accrued during 2007). The firms listed below include payments in connection with products issued by Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey. Your registered representative can provide you with more information about the compensation arrangements that apply upon the sale of the contract. During 2007, the least amount paid, and greatest amount paid, were \$2,072 and \$1,325,582, respectively.

NAME OF FIRM:

Advantage Capital Corporation

AIG Financial Advisors, Inc.

Citigroup Global Markets, Inc.

Financial Network Investment Corp.

FSC Securities Corp.

ING Financial Partners

Merrill Lynch

Morgan Stanley

Multi-Financial Securities Corporation

Primevest

Raymond James & Associates

Raymond James Financial Services

Stifel Nicolaus & Co., Inc.

Sentra Securities Corporation

Sunamerica Securities, Inc.

UBS Financial Services

Wachovia

On July 1, 2003, Prudential Financial combined its retail securities brokerage and clearing operations with those of Wachovia Corporation ("Wachovia"), and formed Wachovia Securities Financial Holdings, LLC ("Wachovia Securities"), a joint venture headquartered in Richmond, Virginia. Wachovia is the majority owner and Prudential Financial, indirectly through subsidiaries, is a minority owner of Wachovia Securities.

LITIGATION

Pruco Life is subject to legal and regulatory actions in the ordinary course of its businesses. Pending legal and regulatory actions include proceedings specific to Pruco Life and proceedings generally applicable to business practices in the industries in which Pruco Life operates. Pruco Life is subject to class action lawsuits and individual lawsuits involving a variety of issues, including sales practices, underwriting practices, claims payment and procedures, additional premium charges for premiums paid on a periodic basis, denial or delay of benefits, return of premiums or excessive premium charges and breaching fiduciary duties to customers. In its annuity operations, Pruco Life is subject to litigation involving class action lawsuits and other litigation alleging, among other things, that Pruco Life made improper or inadequate disclosures in connection with the sale of annuity products or charged excessive or impermissible fees on these products, recommended unsuitable products to customers, mishandled customer accounts or breached fiduciary duties to customers. Pruco Life is also subject to litigation arising out of its general business activities, such as its investments and third-party contracts. Regulatory authorities from time to time make inquiries and conduct investigations and examinations relating particularly to Pruco Life and its businesses and products. In addition, Pruco Life, along with other participants in the businesses in which Pruco Life engage, may be subject from time to time to investigations, examinations and inquiries, in some cases industry-wide, concerning issues or matters upon which such regulators have determined to focus. In some of its pending legal and regulatory actions, parties are seeking large and/or indeterminate amounts, including punitive or exemplary damages. The outcome of a litigation or regulatory matter, and the amount or range of potential loss at any particular time, is often inherently uncertain.

Pruco Life's litigation and regulatory matters are subject to many uncertainties, and given their complexity and scope, the outcome cannot be predicted. It is possible that the results of operations or cash flow in a particular quarterly or annual period could be materially affected by an ultimate unfavorable resolution of pending litigation and regulatory matters depending, in part, upon the results of operations or cash flow for such period. In light of the unpredictability of Pruco Life's litigation and regulatory matters, it is also possible that in certain cases an ultimate unfavorable resolution of one or more pending litigation or regulatory matters could have a material adverse effect on Pruco Life's financial position. Management believes, however, that based on information currently known to it, the ultimate outcome of all pending litigation and regulatory matters, after consideration of applicable reserves and rights to indemnification, is not likely to have a material adverse effect on Pruco Life's financial position.

Pruco Life's litigation and regulatory matters are subject to many uncertainties, and given its complexity and scope, their outcome cannot be predicted. It is possible that Pruco Life's results of operations or cash flow in a particular quarterly or annual period could be materially affected by an ultimate unfavorable resolution of pending litigation and regulatory matters depending, in part, upon the results of operations or cash flow for such period. In light of the unpredictability of Pruco Life's litigation and regulatory matters, it is also possible that in certain cases an ultimate unfavorable resolution of one or more pending litigation or regulatory matters could have a material adverse effect on our financial position. Management believes, however, that based on information currently known to it, the ultimate outcome of all pending litigation and regulatory matters, after consideration of applicable reserves and rights to indemnification, is not likely to have a material adverse effect on Pruco Life's financial position.

ASSIGNMENT

In general, you can assign the contract at any time during your lifetime. If you do so, we will reset the death benefit to equal the Contract Value on the date the assignment occurs. For details, see Section 4, "What Is The Death benefit?" We will not be bound by the assignment until we receive written notice. We will not be liable for any payment or other action we take in accordance with the contract if that action occurs before we receive notice of the assignment. An assignment, like any other change in ownership, may trigger a taxable event. If you assign the contract, that assignment will result in the termination of any automated withdrawal program that had been in effect. If the new owner wants to re-institute an automated withdrawal program, then he/she needs to submit the forms that we require, in good order.

If the contract is issued under a qualified plan, there may be limitations on your ability to assign the contract. For further information please speak to your representative.

FINANCIAL STATEMENTS

The financial statements of the separate account and Pruco Life, the co-issuer of the Strategic Partners Plus 3 contract, are included in the Statement of Additional Information.

STATEMENT OF ADDITIONAL INFORMATION

Contents:

- . Company
- . Experts
- . Principal Underwriter
- . Payments Made to Promote Sale of Our Products
- . Allocation of Initial Purchase Payment
- . Determination of Accumulation Unit Values
- . Financial Statements
- . Separate Account Financial Information
- . Company Financial Information

HOUSEHOLDING

To reduce costs, we now send only a single copy of prospectuses and shareholder reports to each consenting household, in lieu of sending a copy to each contract owner that resides in the household. If you are a member of such a household, you should be aware that you can revoke your consent to householding at any time, and begin to receive your own copy of prospectuses and shareholder reports, by calling (877) 778-5008.

MARKET VALUE ADJUSTMENT FORMULA

General Formula

The formula under which Pruco Life calculates the market value adjustment applicable to a full or partial surrender, annuitization, or settlement under the market value adjustment option is set forth below. The market value adjustment is expressed as a multiplier factor. That is, the Contract Value after the market value adjustment ("MVA"), but before any withdrawal charge, is as follows: $\text{Contract Value (after MVA)} = \text{Contract Value (before MVA)} \times (1 + \text{MVA})$. The MVA itself is calculated as follows:

$$MVA = \frac{(1 + I)^{N/12} - 1}{1 + J + .0025}$$

where: I = the guaranteed credited interest rate (annual effective) for the given contract at the time of withdrawal or annuitization or settlement.

106

J = the current credited interest rate offered on new money at the time of withdrawal or annuitization or settlement for a guarantee period of equal length to the number of whole years remaining in the Contract's current guarantee period plus one year.

N = equals the remaining number of months in the contract's current guarantee period (rounded up) at the time of withdrawal or annuitization or settlement.

Pennsylvania Formula

We use the same MVA formula with respect to contracts issued in Pennsylvania as the general formula, except that "J" in the formula above uses an interpolated rate as the current credited interest rate. Specifically, "J" is the interpolated current credited interest rate offered on new money at the time of withdrawal, annuitization, or settlement. The interpolated value is calculated using the following formula:

$$m/365 \times (n + 1) \text{ year rate} + (365 - m)/365 \times n \text{ year rate},$$

where "n" equals the number of whole years remaining in the Contract's current guarantee period, and "m" equals the number of days remaining in year "n" of the current guarantee period.

Indiana Formula

We use the following MVA formula for contracts issued in Indiana:

$$MVA = \frac{(1 + I)^{N/12} - 1}{1 + J}$$

The variables I, J and N retain the same definitions as the general formula.

Market Value Adjustment Example

(ALL STATES EXCEPT INDIANA AND PENNSYLVANIA)

The following will illustrate the application of the Market Value Adjustment. For simplicity, surrender charges are ignored in this example.

Positive market value adjustment

. Suppose a contract owner made an invested Purchase Payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 5%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\% (0.06) \\ J &= 5\% (0.05) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.05 + 0.0025)]$ to the $(38/12)$ power $-1 = 0.02274$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times 0.02274 = \$253.03$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + \$253.03 = \$11,380.14$$

107

11: OTHER INFORMATION continued

The MVA may not always be positive. Here is an example where it is negative.

. Suppose a contract owner made an invested Purchase Payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 7%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\% (0.06) \\ J &= 7\% (0.07) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.07 + 0.0025)]$ to the $(38/12)$ power $-1 = -0.03644$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times (-0.03644) = -\$405.47$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + (-\$405.47) = \$10,721.64$$

Market Value Adjustment Example

(PENNSYLVANIA)

The following will illustrate the application of the Market Value Adjustment. For simplicity, surrender charges are ignored in this example.

Positive market value adjustment

. Suppose a contract owner made an invested Purchase Payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 3 years (the number of whole years remaining) is 4%, and for a guarantee period of 4 years (the number of whole years remaining plus 1) is 5%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$N = 38$$

$$I = 6\% (0.06)$$

$$J = [(61/365) \times 0.05] + [(365 - 61)/365 \times 0.04] = 0.0417$$

The MVA factor calculation would be: $[(1.06)/(1.0417 + 0.0025)]$ to the $(38/12)$ power $-1 = 0.04871$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times 0.04871 = \$542.00$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + \$542.00 = \$11,669.11$$

The MVA may not always be positive. Here is an example where it is negative.

. Suppose a contract owner made an invested Purchase Payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 3 years (the number of whole years remaining) is 7%, and for a guarantee period of 4 years (the number of whole years remaining plus 1) is 8%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\% (0.06) \\ J &= [(61/365) \times 0.08] + [(365 - 61)/365 \times 0.07] = 0.0717 \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.0717 + 0.0025)]$ to the $(38/12)$ power $-1 = -0.04126$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times (-0.04126) = -\$459.10$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + (-\$459.10) = \$10,668.01$$

Market Value Adjustment Example

(INDIANA)

The following will illustrate the application of the Market Value Adjustment. For simplicity, surrender charges are ignored in this example.

Positive market value adjustment

. Suppose a contract owner made an invested Purchase Payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 5%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\% (0.06) \\ J &= 5\% (0.05) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.05)]$ to the $(38/12)$ power $-1 = 0.03047$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times 0.03047 = \$339.04$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + \$339.04 = \$11,466.15$$

The MVA may not always be positive. Here is an example where it is negative.

. Suppose a contract owner made an invested Purchase Payment of \$10,000 on July 1, 2005 and received a guaranteed interest rate of 6% for 5 years. A request to surrender the contract is made on May 1, 2007. At the time, the Contract Value will have accumulated to \$11,127.11. The number of whole years remaining in the guarantee period is 3.

11: OTHER INFORMATION continued

. On May 1, 2007 the interest rate declared by Pruco Life for a guarantee period of 4 years (the number of whole years remaining plus 1) is 7%.

The following computations would be made:

1) Determine the Market Value Adjustment factor.

$$\begin{aligned} N &= 38 \\ I &= 6\% (0.06) \\ J &= 7\% (0.07) \end{aligned}$$

The MVA factor calculation would be: $[(1.06)/(1.07)]$ to the $(38/12)$ power $-1 = -0.02930$

2) Multiply the Contract Value by the factor calculated in Step 1.

$$\$11,127.11 \times (-0.02930) = -\$326.02$$

3) Add together the Market Value Adjustment and the Contract Value to get the total Contract Surrender Value.

$$\$11,127.11 + (-\$326.02) = \$10,801.09$$

APPENDIX A - ACCUMULATION UNIT VALUES

As we have indicated throughout this prospectus, the Strategic Partners Plus 3 Variable Annuity is a contract that allows you to select or decline any of several features that carries with it a specific asset-based charge. We maintain a unique unit value corresponding to each combination of such contract features. Here we depict the historical unit values corresponding to the contract features bearing the highest and lowest combinations of asset-based charges. The remaining unit values appear in the Statement of Additional Information, which you may obtain free of charge, by calling (888) PRU-2888 or by writing to us at the Prudential Annuity Service Center, P.O. Box 7960, Philadelphia, PA 19176. As discussed in the prospectus, if you select certain optional benefits (e.g., Lifetime Five), we limit the investment options to which you may allocate your Contract Value. In certain of these accumulation unit value tables, we set forth accumulation unit values that assume election of one or more of such optional benefits and allocation of Contract Value to portfolios that currently are not permitted as part of such optional benefits. Such unit values are set forth for general reference purposes only, and are not intended to indicate that such portfolios may be acquired along with those optional benefits.

STRATEGIC PARTNERS PLUS 3

Pruco Life Insurance Company

PROSPECTUS

ACCUMULATION UNIT VALUES: (Base Death Benefit 1.40)

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Jennison Portfolio			
1/6/2003* to 12/31/2003	\$1.01724	\$1.24006	14,202
1/1/2004 to 12/31/2004	\$1.24006	\$1.34066	270,828
1/1/2005 to 12/31/2005	\$1.34066	\$1.51459	269,558
1/1/2006 to 12/31/2006	\$1.51459	\$1.52034	268,341
1/1/2007 to 12/31/2007	\$1.52034	\$1.67913	267,431
Prudential Equity Portfolio			
1/6/2003* to 12/31/2003	\$1.01834	\$1.25778	34,149
1/1/2004 to 12/31/2004	\$1.25778	\$1.36350	46,073
1/1/2005 to 12/31/2005	\$1.36350	\$1.49905	45,945
1/1/2006 to 12/31/2006	\$1.49905	\$1.66417	45,028
1/1/2007 to 12/31/2007	\$1.66417	\$1.79403	33,647
Prudential Global Portfolio			
1/6/2003* to 12/31/2003	\$1.00588	\$1.28481	0
1/1/2004 to 12/31/2004	\$1.28481	\$1.38861	0
1/1/2005 to 12/31/2005	\$1.38861	\$1.58951	0
1/1/2006 to 12/31/2006	\$1.58951	\$1.87567	0
1/1/2007 to 12/31/2007	\$1.87567	\$2.04345	0
Prudential Money Market Portfolio			
1/6/2003* to 12/31/2003	\$0.99997	\$0.99449	0
1/1/2004 to 12/31/2004	\$0.99449	\$0.99063	0
1/1/2005 to 12/31/2005	\$0.99063	\$1.00520	52,732
1/1/2006 to 12/31/2006	\$1.00520	\$1.03840	224,635
1/1/2007 to 12/31/2007	\$1.03840	\$1.07563	249,862
Prudential Stock Index Portfolio			
1/6/2003* to 12/31/2003	\$1.02199	\$1.22414	0
1/1/2004 to 12/31/2004	\$1.22414	\$1.33335	252,261
1/1/2005 to 12/31/2005	\$1.33335	\$1.37464	251,099
1/1/2006 to 12/31/2006	\$1.37464	\$1.56643	249,949
1/1/2007 to 12/31/2007	\$1.56643	\$1.62347	248,949

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Prudential Value Portfolio			
1/6/2003* to 12/31/2003	\$1.02526	\$1.22392	0
1/1/2004 to 12/31/2004	\$1.22392	\$1.40386	124,346
1/1/2005 to 12/31/2005	\$1.40386	\$1.61508	123,781
1/1/2006 to 12/31/2006	\$1.61508	\$1.91044	123,211
1/1/2007 to 12/31/2007	\$1.91044	\$1.94400	122,728
SP Aggressive Growth Asset Allocation Portfolio			
1/6/2003* to 12/31/2003	\$1.01313	\$1.27916	173,799
1/1/2004 to 12/31/2004	\$1.27916	\$1.44765	378,507
1/1/2005 to 12/31/2005	\$1.44765	\$1.57741	386,277
1/1/2006 to 12/31/2006	\$1.57741	\$1.77768	384,440
1/1/2007 to 12/31/2007	\$1.77768	\$1.91433	382,815
SP AIM Aggressive Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01134	\$1.22149	37,878
1/1/2004 to 12/31/2004	\$1.22149	\$1.34749	37,730
1/1/2005 to 4/29/2005	\$1.34749	\$1.24414	0
SP AIM Core Equity Portfolio			
1/6/2003* to 12/31/2003	\$1.01232	\$1.19626	0
1/1/2004 to 12/31/2004	\$1.19626	\$1.28343	3,183
1/1/2005 to 12/31/2005	\$1.28343	\$1.32432	0
1/1/2006 to 12/31/2006	\$1.32432	\$1.51572	0
1/1/2007 to 12/31/2007	\$1.51572	\$1.61162	0
SP T. Rowe Price Large-Cap Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01908	\$1.17938	35,521
1/1/2004 to 12/31/2004	\$1.17938	\$1.23406	159,824
1/1/2005 to 12/31/2005	\$1.23406	\$1.41770	159,042
1/1/2006 to 12/31/2006	\$1.41770	\$1.48086	158,296
1/1/2007 to 12/31/2007	\$1.48086	\$1.58021	157,662
SP Balanced Asset Allocation Portfolio			
1/6/2003* to 12/31/2003	\$1.00979	\$1.19393	42,219
1/1/2004 to 12/31/2004	\$1.19393	\$1.30793	430,323
1/1/2005 to 12/31/2005	\$1.30793	\$1.38790	549,411
1/1/2006 to 12/31/2006	\$1.38790	\$1.51519	502,454
1/1/2007 to 12/31/2007	\$1.51519	\$1.63393	489,513
SP Conservative Asset Allocation Portfolio			
1/6/2003* to 12/31/2003	\$1.00745	\$1.13654	0
1/1/2004 to 12/31/2004	\$1.13654	\$1.22048	52,528
1/1/2005 to 12/31/2005	\$1.22048	\$1.27471	35,321
1/1/2006 to 12/31/2006	\$1.27471	\$1.36612	35,126
1/1/2007 to 12/31/2007	\$1.36612	\$1.47370	34,940
SP Davis Value Portfolio			
1/6/2003* to 12/31/2003	\$1.00887	\$1.24835	139,416
1/1/2004 to 12/31/2004	\$1.24835	\$1.38531	189,323
1/1/2005 to 12/31/2005	\$1.38531	\$1.49631	188,544
1/1/2006 to 12/31/2006	\$1.49631	\$1.69738	203,656
1/1/2007 to 12/31/2007	\$1.69738	\$1.75049	191,993
SP Small-Cap Value Portfolio			
1/6/2003* to 12/31/2003	\$1.01511	\$1.29026	61,963
1/1/2004 to 12/31/2004	\$1.29026	\$1.53570	93,173
1/1/2005 to 12/31/2005	\$1.53570	\$1.58443	96,633
1/1/2006 to 12/31/2006	\$1.58443	\$1.79078	99,534
1/1/2007 to 12/31/2007	\$1.79078	\$1.70189	98,435

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Growth Asset Allocation Portfolio			
1/6/2003* to 12/31/2003	\$1.01135	\$1.23975	587,421
1/1/2004 to 12/31/2004	\$1.23975	\$1.38211	1,432,786
1/1/2005 to 12/31/2005	\$1.38211	\$1.48911	1,572,799
1/1/2006 to 12/31/2006	\$1.48911	\$1.65769	1,532,797
1/1/2007 to 12/31/2007	\$1.65769	\$1.78549	1,429,387
SP Large Cap Value Portfolio			
1/6/2003* to 12/31/2003	\$1.02725	\$1.21457	0
1/1/2004 to 12/31/2004	\$1.21457	\$1.41041	140,862
1/1/2005 to 12/31/2005	\$1.41041	\$1.48345	147,744
1/1/2006 to 12/31/2006	\$1.48345	\$1.73324	146,115
1/1/2007 to 12/31/2007	\$1.73324	\$1.66085	134,294
SP International Value Portfolio			
1/6/2003* to 12/31/2003	\$1.01281	\$1.23393	60,946
1/1/2004 to 12/31/2004	\$1.23393	\$1.40924	362,487
1/1/2005 to 12/31/2005	\$1.40924	\$1.58122	360,368
1/1/2006 to 12/31/2006	\$1.58122	\$2.01320	373,014
1/1/2007 to 12/31/2007	\$2.01320	\$2.34427	391,878
SP MFS Capital Opportunities Portfolio			
1/6/2003* to 12/31/2003	\$1.02112	\$1.20717	6,786
1/1/2004 to 12/31/2004	\$1.20717	\$1.33789	0
1/1/2005 to 4/29/2005	\$1.33789	\$1.25025	0
SP Mid Cap Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.00463	\$1.33928	20,736
1/1/2004 to 12/31/2004	\$1.33928	\$1.57888	32,368
1/1/2005 to 12/31/2005	\$1.57888	\$1.63898	68,257
1/1/2006 to 12/31/2006	\$1.63898	\$1.58504	68,979
1/1/2007 to 12/31/2007	\$1.58504	\$1.81642	57,877
SP PIMCO High Yield Portfolio			
1/6/2003* to 12/31/2003	\$1.00530	\$1.19841	57,933
1/1/2004 to 12/31/2004	\$1.19841	\$1.29196	137,551
1/1/2005 to 12/31/2005	\$1.29196	\$1.32558	105,898
1/1/2006 to 12/31/2006	\$1.32558	\$1.43180	109,486
1/1/2007 to 12/31/2007	\$1.43180	\$1.46552	109,862
SP PIMCO Total Return Portfolio			
1/6/2003* to 12/31/2003	\$1.00076	\$1.04684	40,502
1/1/2004 to 12/31/2004	\$1.04684	\$1.08689	45,450
1/1/2005 to 12/31/2005	\$1.08689	\$1.09767	77,189
1/1/2006 to 12/31/2006	\$1.09767	\$1.12250	55,484
1/1/2007 to 12/31/2007	\$1.12250	\$1.21148	55,853
SP Prudential U.S. Emerging Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01864	\$1.36653	8,122
1/1/2004 to 12/31/2004	\$1.36653	\$1.63587	116,708
1/1/2005 to 12/31/2005	\$1.63587	\$1.90014	116,112
1/1/2006 to 12/31/2006	\$1.90014	\$2.05363	115,582
1/1/2007 to 12/31/2007	\$2.05363	\$2.36566	115,212
SP Small Cap Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01406	\$1.30191	0
1/1/2004 to 12/31/2004	\$1.30191	\$1.27212	0
1/1/2005 to 12/31/2005	\$1.27212	\$1.28565	0
1/1/2006 to 12/31/2006	\$1.28565	\$1.42492	0
1/1/2007 to 12/31/2007	\$1.42492	\$1.49464	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Strategic Partners Focused Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01518	\$1.19388	83,241
1/1/2004 to 12/31/2004	\$1.19388	\$1.30209	83,028
1/1/2005 to 12/31/2005	\$1.30209	\$1.47863	82,811
1/1/2006 to 12/31/2006	\$1.47863	\$1.44859	3
1/1/2007 to 12/31/2007	\$1.44859	\$1.64616	3
SP Technology Portfolio			
1/6/2003* to 12/31/2003	\$1.03407	\$1.34037	0
1/1/2004 to 12/31/2004	\$1.34037	\$1.32188	0
1/1/2005 to 4/29/2005	\$1.32188	\$1.18074	0
SP International Growth Portfolio			
1/6/2003* to 12/31/2003	\$1.01151	\$1.35112	12,286
1/1/2004 to 12/31/2004	\$1.35112	\$1.55290	16,814
1/1/2005 to 12/31/2005	\$1.55290	\$1.78245	16,711
1/1/2006 to 12/31/2006	\$1.78245	\$2.12789	28,781
1/1/2007 to 12/31/2007	\$2.12789	\$2.50846	47,134
Evergreen Growth And Income Fund			
12/5/2003** to 12/31/2003	\$9.92203	\$10.34285	0
1/1/2004 to 12/31/2004	\$10.34285	\$11.05580	0
1/1/2005 to 4/15/2005	\$11.05580	\$10.33082	0
Evergreen VA Balanced Fund			
1/6/2003* to 12/31/2003	\$1.00931	\$1.12625	0
1/1/2004 to 12/31/2004	\$1.12625	\$1.18087	0
1/1/2005 to 12/31/2005	\$1.18087	\$1.22619	0
1/1/2006 to 12/31/2006	\$1.22619	\$1.32838	0
1/1/2007 to 12/31/2007	\$1.32838	\$1.39750	0
Evergreen VA Fundamental Large Cap Fund			
12/5/2003** to 12/31/2003	\$9.91859	\$10.39784	0
1/1/2004 to 12/31/2004	\$10.39784	\$11.19868	47,339
1/1/2005 to 12/31/2005	\$11.19868	\$12.03990	47,125
1/1/2006 to 12/31/2006	\$12.03990	\$13.37882	46,827
1/1/2007 to 12/31/2007	\$13.37882	\$14.28687	45,261
Evergreen VA Growth Fund			
1/6/2003* to 12/31/2003	\$1.01232	\$1.35076	1,339
1/1/2004 to 12/31/2004	\$1.35076	\$1.51675	7,387
1/1/2005 to 12/31/2005	\$1.51675	\$1.59343	4,538
1/1/2006 to 12/31/2006	\$1.59343	\$1.74499	4,514
1/1/2007 to 12/31/2007	\$1.74499	\$1.91089	4,794
Evergreen VA International Equity Fund			
12/5/2003** to 12/31/2003	\$9.98995	\$10.44289	1,603
1/1/2004 to 12/31/2004	\$10.44289	\$12.27702	1,655
1/1/2005 to 12/31/2005	\$12.27702	\$14.04482	1,646
1/1/2006 to 12/31/2006	\$14.04482	\$17.05947	1,638
1/1/2007 to 12/31/2007	\$17.05947	\$19.34629	1,630
Evergreen VA Omega Fund			
1/6/2003* to 12/31/2003	\$1.00975	\$1.33662	30,970
1/1/2004 to 12/31/2004	\$1.33662	\$1.41333	67,367
1/1/2005 to 12/31/2005	\$1.41333	\$1.44748	63,869
1/1/2006 to 12/31/2006	\$1.44748	\$1.51345	63,922
1/1/2007 to 12/31/2007	\$1.51345	\$1.67096	63,492

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Evergreen VA Special Values Fund			
1/6/2003* to 12/31/2003	\$1.01278	\$1.25261	8,951
1/1/2004 to 12/31/2004	\$1.25261	\$1.48703	0
1/1/2005 to 12/31/2005	\$1.48703	\$1.62435	0
1/1/2006 to 12/31/2006	\$1.62435	\$1.94718	0
1/1/2007 to 12/31/2007	\$1.94718	\$1.77588	0
AST Aggressive Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$9.99933	0
1/1/2006 to 12/31/2006	\$9.99933	\$11.40838	8,696
1/1/2007 to 12/31/2007	\$11.40838	\$12.32551	8,677
AST Alger All-Cap Growth Portfolio			
3/14/2005 to 12/02/2005	\$10.09338	\$11.73323	0
AST Alliance Bernstein Core Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07970	\$10.33229	0
1/1/2006 to 12/31/2006	\$10.33229	\$12.36530	0
1/1/2007 to 12/31/2007	\$12.36530	\$11.75873	0
AST Alliance Bernstein Growth & Income Portfolio			
3/14/2005* to 12/31/2005	\$10.05481	\$10.28681	0
1/1/2006 to 12/31/2006	\$10.28681	\$11.89718	1,939
1/1/2007 to 12/31/2007	\$11.89718	\$12.33375	1,934
AST Alliance Bernstein Growth + Value Portfolio			
3/14/2005 to 12/02/2005	\$10.05009	\$11.34495	0
AST Alliance Bernstein Managed Index 500 Portfolio			
3/14/2005* to 12/31/2005	\$10.04988	\$10.42169	0
1/1/2006 to 12/31/2006	\$10.42169	\$11.57321	0
1/1/2007 to 12/31/2007	\$11.57321	\$11.65038	0
AST American Century Income & Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.06658	\$10.35426	0
1/1/2006 to 12/31/2006	\$10.35426	\$11.93304	0
1/1/2007 to 12/31/2007	\$11.93304	\$11.75498	0
AST American Century Strategic Allocation Portfolio formerly, AST American Century Strategic Balanced Portfolio			
3/14/2005* to 12/31/2005	\$10.04202	\$10.33700	1,075
1/1/2006 to 12/31/2006	\$10.33700	\$11.18026	1,080
1/1/2007 to 12/31/2007	\$11.18026	\$12.00848	1,084
AST Balanced Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$10.01933	0
1/1/2006 to 12/31/2006	\$10.01933	\$11.04402	0
1/1/2007 to 12/31/2007	\$11.04402	\$11.89376	0
AST Capital Growth Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$10.00933	0
1/1/2006 to 12/31/2006	\$10.00933	\$11.22130	31,301
1/1/2007 to 12/31/2007	\$11.22130	\$12.14221	20,269
AST Cohen & Steers Realty Portfolio			
3/14/2005* to 12/31/2005	\$10.14710	\$12.04155	0
1/1/2006 to 12/31/2006	\$12.04155	\$16.23834	0
1/1/2007 to 12/31/2007	\$16.23834	\$12.82033	0
AST Conservative Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$10.02932	0
1/1/2006 to 12/31/2006	\$10.02932	\$10.93553	1,030
1/1/2007 to 12/31/2007	\$10.93553	\$11.76251	6,238

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST DeAm Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.08492	\$10.73678	0
1/1/2006 to 12/31/2006	\$10.73678	\$12.88954	0
1/1/2007 to 12/31/2007	\$12.88954	\$12.86054	0
AST Neuberger Berman Small-Cap Growth Portfolio formerly, AST DeAm Small-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.01133	\$10.33264	0
1/1/2006 to 12/31/2006	\$10.33264	\$10.98080	0
1/1/2007 to 12/31/2007	\$10.98080	\$12.85490	0
AST DeAm Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04570	\$10.03757	0
1/1/2006 to 12/31/2006	\$10.03757	\$11.87455	0
1/1/2007 to 12/31/2007	\$11.87455	\$9.62921	0
AST Federated Aggressive Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99886	\$10.98052	0
1/1/2006 to 12/31/2006	\$10.98052	\$12.22751	0
1/1/2007 to 12/31/2007	\$12.22751	\$13.40975	0
AST UBS Dynamic Alpha Portfolio formerly, AST Global Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.01541	\$10.64464	0
1/1/2006 to 12/31/2006	\$10.64464	\$11.66754	0
1/1/2007 to 12/31/2007	\$11.66754	\$11.72906	0
AST Goldman Sachs Concentrated Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03302	\$10.78065	0
1/1/2006 to 12/31/2006	\$10.78065	\$11.69442	0
1/1/2007 to 12/31/2007	\$11.69442	\$13.14587	0
AST High Yield Portfolio			
3/14/2005* to 12/31/2005	\$9.97681	\$9.87825	0
1/1/2006 to 12/31/2006	\$9.87825	\$10.75063	0
1/1/2007 to 12/31/2007	\$10.75063	\$10.86456	0
AST Goldman Sachs Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99886	\$10.60000	532
1/1/2006 to 12/31/2006	\$10.60000	\$11.11019	527
1/1/2007 to 12/31/2007	\$11.11019	\$13.07586	545
AST JPMorgan International Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.91389	\$10.67460	0
1/1/2006 to 12/31/2006	\$10.67460	\$12.92733	0
1/1/2007 to 12/31/2007	\$12.92733	\$13.95132	0
AST Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07726	\$10.57804	0
1/1/2006 to 12/31/2006	\$10.57804	\$12.35800	0
1/1/2007 to 12/31/2007	\$12.35800	\$11.82253	0
AST Lord Abbett Bond-Debenture Portfolio			
3/14/2005* to 12/31/2005	\$9.99886	\$9.96977	0
1/1/2006 to 12/31/2006	\$9.96977	\$10.79596	0
1/1/2007 to 12/31/2007	\$10.79596	\$11.29424	0
AST Marsico Capital Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.12625	\$10.92526	1,051
1/1/2006 to 12/31/2006	\$10.92526	\$11.55444	3,343
1/1/2007 to 12/31/2007	\$11.55444	\$13.09923	3,382

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST MFS Global Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.96626	\$10.49866	0
1/1/2006 to 12/31/2006	\$10.49866	\$12.87030	0
1/1/2007 to 12/31/2007	\$12.87030	\$13.88494	0
AST MFS Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03693	\$10.78089	0
1/1/2006 to 12/31/2006	\$10.78089	\$11.65979	0
1/1/2007 to 12/31/2007	\$11.65979	\$13.23519	0
AST Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.06503	\$10.37369	0
1/1/2006 to 12/31/2006	\$10.37369	\$11.68807	0
1/1/2007 to 12/31/2007	\$11.68807	\$11.84309	0
AST Neuberger Berman Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.05576	\$11.35869	0
1/1/2006 to 12/31/2006	\$11.35869	\$12.77698	1,706
1/1/2007 to 12/31/2007	\$12.77698	\$15.39741	1,701
AST Neuberger Berman Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.02196	\$10.90682	0
1/1/2006 to 12/31/2006	\$10.90682	\$11.91306	0
1/1/2007 to 12/31/2007	\$11.91306	\$12.12014	0
AST PIMCO Limited Maturity Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.99886	\$10.07733	0
1/1/2006 to 12/31/2006	\$10.07733	\$10.31847	0
1/1/2007 to 12/31/2007	\$10.31847	\$10.86715	0
AST Preservation Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99886	\$10.03931	0
1/1/2006 to 12/31/2006	\$10.03931	\$10.68916	0
1/1/2007 to 12/31/2007	\$10.68916	\$11.45988	0
AST Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04866	\$10.66828	0
1/1/2006 to 12/31/2006	\$10.66828	\$12.63027	0
1/1/2007 to 12/31/2007	\$12.63027	\$11.75648	0
AST T. Rowe Price Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.02867	\$10.37610	0
1/1/2006 to 12/31/2006	\$10.37610	\$11.51159	2,022
1/1/2007 to 12/31/2007	\$11.51159	\$12.06970	2,019
AST T. Rowe Price Global Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.94939	\$9.46839	0
1/1/2006 to 12/31/2006	\$9.46839	\$9.92364	0
1/1/2007 to 12/31/2007	\$9.92364	\$10.72994	0
AST T. Rowe Price Natural Resources Portfolio			
3/14/2005* to 12/31/2005	\$10.00286	\$11.76236	0
1/1/2006 to 12/31/2006	\$11.76236	\$13.44068	3,436
1/1/2007 to 12/31/2007	\$13.44068	\$18.62348	1,558
Gartmore NVIT Developing Markets Fund formerly, Gartmore GVIT Developing Markets Fund			
3/14/2005* to 12/31/2005	\$9.88103	\$12.08600	0
1/1/2006 to 12/31/2006	\$12.08600	\$16.04073	0
1/1/2007 to 12/31/2007	\$16.04073	\$22.70075	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Janus Aspen Large Cap Growth Portfolio - Service Shares			
1/6/2003* to 12/31/2003	\$1.02245	\$1.24622	0
1/1/2004 to 12/31/2004	\$1.24622	\$1.28061	0
1/1/2005 to 12/31/2005	\$1.28061	\$1.31370	0
1/1/2006 to 12/31/2006	\$1.31370	\$1.43985	0
1/1/2007 to 12/31/2007	\$1.43985	\$1.62992	0
AST Western Asset Core Plus Bond Portfolio			
11/19/2007* to 12/31/2007	\$9.99886	\$9.98290	0

* Denotes the start date of these sub-accounts

STRATEGIC PARTNERS PLUS 3

Pruco Life Insurance Company

PROSPECTUS

ACCUMULATION UNIT VALUES: (Contract w Credit, HDV, and Lifetime Five 2.60)

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
Jennison Portfolio			
3/14/2005 to 12/31/2005	\$10.06129	\$11.73220	0
1/1/2006 to 12/31/2006	\$11.73220	\$11.64007	0
1/1/2007 to 12/31/2007	\$11.64007	\$12.70471	0
Prudential Equity Portfolio			
3/14/2005 to 12/31/2005	\$10.04766	\$11.02297	0
1/1/2006 to 12/31/2006	\$11.02297	\$12.09475	0
1/1/2007 to 12/31/2007	\$12.09475	\$12.88570	0
Prudential Global Portfolio			
3/14/2005 to 12/31/2005	\$9.98583	\$11.25921	0
1/1/2006 to 12/31/2006	\$11.25921	\$13.13104	0
1/1/2007 to 12/31/2007	\$13.13104	\$14.13728	0
Prudential Money Market Portfolio			
3/14/2005 to 12/31/2005	\$9.99976	\$10.04005	0
1/1/2006 to 12/31/2006	\$10.04005	\$10.25107	0
1/1/2007 to 12/31/2007	\$10.25107	\$10.49516	0
Prudential Stock Index Portfolio			
3/14/2005 to 12/31/2005	\$10.05581	\$10.30897	0
1/1/2006 to 12/31/2006	\$10.30897	\$11.61033	0
1/1/2007 to 12/31/2007	\$11.61033	\$11.89138	0
Prudential Value Portfolio			
3/14/2005 to 12/31/2005	\$10.03716	\$11.18056	0
1/1/2006 to 12/31/2006	\$11.18056	\$13.07076	0
1/1/2007 to 12/31/2007	\$13.07076	\$13.14391	0
SP Aggressive Growth Asset Allocation Portfolio			
3/14/2005 to 12/31/2005	\$10.03156	\$10.90725	0
1/1/2006 to 12/31/2006	\$10.90725	\$12.14908	0
1/1/2007 to 12/31/2007	\$12.14908	\$12.92875	0
SP AIM Aggressive Growth Portfolio			
3/14/2005 to 4/29/2005	\$10.06851	\$9.47818	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP AIM Core Equity Portfolio			
3/14/2005 to 12/31/2005	\$10.02484	\$10.16588	0
1/1/2006 to 12/31/2006	\$10.16588	\$11.49937	0
1/1/2007 to 12/31/2007	\$11.49937	\$12.08325	0
SP T. Rowe Price Large-Cap Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.02984	\$12.04891	0
1/1/2006 to 12/31/2006	\$12.04891	\$12.43868	0
1/1/2007 to 12/31/2007	\$12.43868	\$13.11695	0
SP Balanced Asset Allocation Portfolio			
3/14/2005 to 12/31/2005	\$10.01681	\$10.60008	2,803,554
1/1/2006 to 12/31/2006	\$10.60008	\$11.43660	2,710,795
1/1/2007 to 12/31/2007	\$11.43660	\$12.18727	2,467,615
SP Conservative Asset Allocation Portfolio			
3/14/2005 to 12/31/2005	\$10.00686	\$10.42969	699,364
1/1/2006 to 12/31/2006	\$10.42969	\$11.04731	718,462
1/1/2007 to 12/31/2007	\$11.04731	\$11.77663	709,270
SP Davis Value Portfolio			
3/14/2005 to 12/31/2005	\$10.02477	\$10.55480	0
1/1/2006 to 12/31/2006	\$10.55480	\$11.83364	0
1/1/2007 to 12/31/2007	\$11.83364	\$12.06060	0
SP Small-Cap Value Portfolio			
3/14/2005 to 12/31/2005	\$10.05698	\$10.43562	0
1/1/2006 to 12/31/2006	\$10.43562	\$11.65712	0
1/1/2007 to 12/31/2007	\$11.65712	\$10.94813	0
SP Growth Asset Allocation Portfolio			
3/14/2005 to 12/31/2005	\$10.02869	\$10.76609	3,674,148
1/1/2006 to 12/31/2006	\$10.76609	\$11.84613	3,563,629
1/1/2007 to 12/31/2007	\$11.84613	\$12.60979	3,137,227
SP Large Cap Value Portfolio			
3/14/2005 to 12/31/2005	\$10.07548	\$10.41036	0
1/1/2006 to 12/31/2006	\$10.41036	\$12.02174	0
1/1/2007 to 12/31/2007	\$12.02174	\$11.38440	0
SP International Value Portfolio			
3/14/2005 to 12/31/2005	\$9.91187	\$10.59302	0
1/1/2006 to 12/31/2006	\$10.59302	\$13.32951	0
1/1/2007 to 12/31/2007	\$13.32951	\$15.33920	0
SP MFS Capital Opportunities Portfolio			
3/14/2005 to 4/29/2005	\$10.05569	\$9.59841	0
SP Mid Cap Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.02797	\$10.62046	0
1/1/2006 to 12/31/2006	\$10.62046	\$10.15083	0
1/1/2007 to 12/31/2007	\$10.15083	\$11.49573	0
SP PIMCO High Yield Portfolio			
3/14/2005 to 12/31/2005	\$9.98863	\$10.06754	0
1/1/2006 to 12/31/2006	\$10.06754	\$10.74615	0
1/1/2007 to 12/31/2007	\$10.74615	\$10.87019	0
SP PIMCO Total Return Portfolio			
3/14/2005 to 12/31/2005	\$9.99789	\$10.09857	0
1/1/2006 to 12/31/2006	\$10.09857	\$10.20537	0
1/1/2007 to 12/31/2007	\$10.20537	\$10.88457	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
SP Prudential U.S. Emerging Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.03548	\$11.66658	0
1/1/2006 to 12/31/2006	\$11.66658	\$12.46174	0
1/1/2007 to 12/31/2007	\$12.46174	\$14.18639	0
SP Small Cap Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.03010	\$10.44213	0
1/1/2006 to 12/31/2006	\$10.44213	\$11.43885	0
1/1/2007 to 12/31/2007	\$11.43885	\$11.85736	0
SP Strategic Partners Focused Growth Portfolio			
3/14/2005 to 12/31/2005	\$10.07330	\$11.90839	0
1/1/2006 to 12/31/2006	\$11.90839	\$11.53055	0
1/1/2007 to 12/31/2007	\$11.53055	\$12.94956	0
SP Technology Portfolio			
3/14/2005 to 4/29/2005	\$10.04283	\$9.58487	0
SP International Growth Portfolio			
3/14/2005 to 12/31/2005	\$9.92605	\$11.22029	0
1/1/2006 to 12/31/2006	\$11.22029	\$13.23866	0
1/1/2007 to 12/31/2007	\$13.23866	\$15.42320	0
Evergreen Growth And Income Fund			
3/14/2005 to 4/15/2005	--	--	--
Evergreen VA Balanced Fund			
3/14/2005 to 12/31/2005	--	--	--
1/1/2006 to 12/31/2006	--	--	--
1/1/2007 to 12/31/2007	--	--	--
Evergreen VA Fundamental Large Cap Fund			
3/14/2005 to 12/31/2005	--	--	--
1/1/2006 to 12/31/2006	--	--	--
1/1/2007 to 12/31/2007	--	--	--
Evergreen VA Growth Fund			
3/14/2005 to 12/31/2005	--	--	--
1/1/2006 to 12/31/2006	--	--	--
1/1/2007 to 12/31/2007	--	--	--
Evergreen VA International Equity Fund			
3/14/2005 to 12/31/2005	--	--	--
1/1/2006 to 12/31/2006	--	--	--
1/1/2007 to 12/31/2007	--	--	--
Evergreen VA Omega Fund			
3/14/2005 to 12/31/2005	--	--	--
1/1/2006 to 12/31/2006	--	--	--
1/1/2007 to 12/31/2007	--	--	--
Evergreen VA Special Values Fund			
3/14/2005 to 12/31/2005	--	--	--
1/1/2006 to 12/31/2006	--	--	--
1/1/2007 to 12/31/2007	--	--	--
AST Aggressive Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$9.99030	0
1/1/2006 to 12/31/2006	\$9.99030	\$11.26518	0
1/1/2007 to 12/31/2007	\$11.26518	\$12.02763	0
AST Alger All-Cap Growth Portfolio			
3/14/2005 to 12/02/2005	\$10.09241	\$11.63321	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST Alliance Bernstein Core Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07873	\$10.23479	0
1/1/2006 to 12/31/2006	\$10.23479	\$12.10594	0
1/1/2007 to 12/31/2007	\$12.10594	\$11.37667	0
AST Alliance Bernstein Growth & Income Portfolio			
3/14/2005* to 12/31/2005	\$10.05384	\$10.18979	0
1/1/2006 to 12/31/2006	\$10.18979	\$11.64751	0
1/1/2007 to 12/31/2007	\$11.64751	\$11.93286	0
AST Alliance Bernstein Growth + Value Portfolio			
3/14/2005 to 12/02/2005	\$10.04912	\$11.24827	0
AST Alliance Bernstein Managed Index 500 Portfolio			
3/14/2005* to 12/31/2005	\$10.04891	\$10.32343	0
1/1/2006 to 12/31/2006	\$10.32343	\$11.33031	0
1/1/2007 to 12/31/2007	\$11.33031	\$11.27163	0
AST American Century Income & Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.06561	\$10.25648	0
1/1/2006 to 12/31/2006	\$10.25648	\$11.68252	0
1/1/2007 to 12/31/2007	\$11.68252	\$11.37272	0
AST American Century Strategic Allocation Portfolio formerly, AST American Century Strategic Balanced Portfolio			
3/14/2005* to 12/31/2005	\$10.04106	\$10.23948	0
1/1/2006 to 12/31/2006	\$10.23948	\$10.94561	0
1/1/2007 to 12/31/2007	\$10.94561	\$11.61823	113,579
AST Balanced Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$10.01025	329,867
1/1/2006 to 12/31/2006	\$10.01025	\$10.90518	4,050,210
1/1/2007 to 12/31/2007	\$10.90518	\$11.60597	7,210,180
AST Capital Growth Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$10.00027	264,281
1/1/2006 to 12/31/2006	\$10.00027	\$11.08024	6,134,343
1/1/2007 to 12/31/2007	\$11.08024	\$11.84864	12,899,751
AST Cohen & Steers Realty Portfolio			
3/14/2005* to 12/31/2005	\$10.14613	\$11.92816	0
1/1/2006 to 12/31/2006	\$11.92816	\$15.89804	0
1/1/2007 to 12/31/2007	\$15.89804	\$12.40393	0
AST Conservative Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$10.02023	14,495
1/1/2006 to 12/31/2006	\$10.02023	\$10.79817	782,409
1/1/2007 to 12/31/2007	\$10.79817	\$11.47812	1,946,525
AST DeAm Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.08395	\$10.63555	0
1/1/2006 to 12/31/2006	\$10.63555	\$12.61910	0
1/1/2007 to 12/31/2007	\$12.61910	\$12.44257	0
AST Neuberger Berman Small-Cap Growth Portfolio formerly, AST DeAm Small-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.01036	\$10.23522	0
1/1/2006 to 12/31/2006	\$10.23522	\$10.75030	0
1/1/2007 to 12/31/2007	\$10.75030	\$12.43714	0
AST DeAm Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04473	\$9.94281	0
1/1/2006 to 12/31/2006	\$9.94281	\$11.62528	0
1/1/2007 to 12/31/2007	\$11.62528	\$9.31608	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST Federated Aggressive Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99789	\$10.87710	0
1/1/2006 to 12/31/2006	\$10.87710	\$11.97093	0
1/1/2007 to 12/31/2007	\$11.97093	\$12.97394	0
AST UBS Dynamic Alpha Portfolio formerly, AST Global Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.01445	\$10.54432	0
1/1/2006 to 12/31/2006	\$10.54432	\$11.42284	0
1/1/2007 to 12/31/2007	\$11.42284	\$11.34807	172,983
AST Goldman Sachs Concentrated Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03205	\$10.67907	0
1/1/2006 to 12/31/2006	\$10.67907	\$11.44914	0
1/1/2007 to 12/31/2007	\$11.44914	\$12.71869	0
AST High Yield Portfolio			
3/14/2005* to 12/31/2005	\$9.97584	\$9.78498	0
1/1/2006 to 12/31/2006	\$9.78498	\$10.52499	0
1/1/2007 to 12/31/2007	\$10.52499	\$10.51148	0
AST Goldman Sachs Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$9.99789	\$10.50002	0
1/1/2006 to 12/31/2006	\$10.50002	\$10.87698	0
1/1/2007 to 12/31/2007	\$10.87698	\$12.65087	0
AST JPMorgan International Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.91292	\$10.57386	0
1/1/2006 to 12/31/2006	\$10.57386	\$12.65607	0
1/1/2007 to 12/31/2007	\$12.65607	\$13.49800	0
AST Large-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.07630	\$10.47827	0
1/1/2006 to 12/31/2006	\$10.47827	\$12.09868	0
1/1/2007 to 12/31/2007	\$12.09868	\$11.43824	0
AST Lord Abbett Bond-Debenture Portfolio			
3/14/2005* to 12/31/2005	\$9.99789	\$9.87561	0
1/1/2006 to 12/31/2006	\$9.87561	\$10.56925	0
1/1/2007 to 12/31/2007	\$10.56925	\$10.92701	0
AST Marsico Capital Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.12528	\$10.82204	0
1/1/2006 to 12/31/2006	\$10.82204	\$11.31183	0
1/1/2007 to 12/31/2007	\$11.31183	\$12.67336	0
AST MFS Global Equity Portfolio			
3/14/2005* to 12/31/2005	\$9.96529	\$10.39968	0
1/1/2006 to 12/31/2006	\$10.39968	\$12.60029	0
1/1/2007 to 12/31/2007	\$12.60029	\$13.43376	0
AST MFS Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.03596	\$10.67928	0
1/1/2006 to 12/31/2006	\$10.67928	\$11.41513	0
1/1/2007 to 12/31/2007	\$11.41513	\$12.80513	0
AST Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.06406	\$10.27587	0
1/1/2006 to 12/31/2006	\$10.27587	\$11.44280	0
1/1/2007 to 12/31/2007	\$11.44280	\$11.45816	0

	Accumulation Unit Value at Beginning of Period	Number of Accumulation Unit Value at End of Period	Accumulation Units Outstanding at End of Period
AST Neuberger Berman Mid-Cap Growth Portfolio			
3/14/2005* to 12/31/2005	\$10.05479	\$11.25162	0
1/1/2006 to 12/31/2006	\$11.25162	\$12.50869	0
1/1/2007 to 12/31/2007	\$12.50869	\$14.89685	0
AST Neuberger Berman Mid-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.02100	\$10.80397	0
1/1/2006 to 12/31/2006	\$10.80397	\$11.66305	0
1/1/2007 to 12/31/2007	\$11.66305	\$11.72616	0
AST PIMCO Limited Maturity Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.99789	\$9.98223	0
1/1/2006 to 12/31/2006	\$9.98223	\$10.10175	0
1/1/2007 to 12/31/2007	\$10.10175	\$10.51371	0
AST Preservation Asset Allocation Portfolio			
12/5/2005* to 12/31/2005	\$9.99789	\$10.03022	0
1/1/2006 to 12/31/2006	\$10.03022	\$10.55495	166,747
1/1/2007 to 12/31/2007	\$10.55495	\$11.18302	772,514
AST Small-Cap Value Portfolio			
3/14/2005* to 12/31/2005	\$10.04770	\$10.56766	0
1/1/2006 to 12/31/2006	\$10.56766	\$12.36528	0
1/1/2007 to 12/31/2007	\$12.36528	\$11.37429	0
AST T. Rowe Price Asset Allocation Portfolio			
3/14/2005* to 12/31/2005	\$10.02771	\$10.27832	0
1/1/2006 to 12/31/2006	\$10.27832	\$11.27006	29,105
1/1/2007 to 12/31/2007	\$11.27006	\$11.67732	1,552,226
AST T. Rowe Price Global Bond Portfolio			
3/14/2005* to 12/31/2005	\$9.94843	\$9.37907	0
1/1/2006 to 12/31/2006	\$9.37907	\$9.71544	0
1/1/2007 to 12/31/2007	\$9.71544	\$10.38123	0
AST T. Rowe Price Natural Resources Portfolio			
3/14/2005* to 12/31/2005	\$10.00189	\$11.65151	0
1/1/2006 to 12/31/2006	\$11.65151	\$13.15868	0
1/1/2007 to 12/31/2007	\$13.15868	\$18.01835	0
Gartmore NVIT Developing Markets Fund formerly, Gartmore GVIT Developing Markets Fund			
3/14/2005* to 12/31/2005	\$9.88006	\$11.97195	0
1/1/2006 to 12/31/2006	\$11.97195	\$15.70405	0
1/1/2007 to 12/31/2007	\$15.70405	\$21.96321	0
Janus Aspen Large Cap Growth Portfolio - Service Shares			
3/14/2005 to 12/31/2005	\$10.04383	\$10.31860	0
1/1/2006 to 12/31/2006	\$10.31860	\$11.17733	0
1/1/2007 to 12/31/2007	\$11.17733	\$12.50435	0
AST Western Asset Core Plus Bond Portfolio			
11/19/2007* to 12/31/2007	\$9.99789	\$9.96843	0

* Denotes the start date of these sub-accounts

APPENDIX B - SELECTING THE VARIABLE ANNUITY THAT'S RIGHT FOR YOU

Within the Strategic Partners/SM/ family of annuities, we offer several different deferred variable annuity products. These annuities are issued by Pruco Life Insurance Company (in New York, by Pruco Life Insurance Company of New Jersey). Not all of these annuities may be available to you due to state approval or broker-dealer offerings. You can verify which of these annuities is available to you by asking your registered representative, or by calling us at (888) PRU-2888. For comprehensive information about each of these annuities, please consult the prospectus for the annuity.

Each annuity has different features and benefits that may be appropriate for you, based on your individual financial situation and how you intend to use the annuity.

The different features and benefits may include variations on your ability to access funds in your annuity without the imposition of a withdrawal charge as well as different ongoing fees and charges you pay while your contract remains in force. Additionally, differences may exist in various optional benefits such as guaranteed living benefits or death benefit protection.

Among the factors you should consider when choosing which annuity product may be most appropriate for your individual needs are the following:

- . Your age;
- . The amount of your investment and any planned future deposits into the annuity;
- . How long you intend to hold the annuity (also referred to as investment time horizon);
- . Your desire to make withdrawals from the annuity;
- . Your investment return objectives;
- . The effect of optional benefits that may be elected; and
- . Your desire to minimize costs and/or maximize return associated with the annuity.

The following chart sets forth the prominent features of each Strategic Partners variable annuity. Please note that Strategic Partners Advisor and Strategic Partners Select are no longer offered. The availability of optional features, such as those noted in the chart, may increase the cost of the contract. Therefore, you should carefully consider which features you plan to use when selecting your annuity.

In addition to the chart, we set out below certain hypothetical illustrations that reflect the Contract Value and surrender value of each variable annuity over a variety of holding periods. These charts are meant to reflect how your annuities can grow or decrease depending on market conditions and the comparable value of each of the annuities (which reflects the charges associated with the annuities) under the assumptions noted. In comparing the values within the illustrations, a number of distinctions are evident. To fully appreciate these distinctions, we encourage you to speak to your registered representative and to read the prospectuses. However, we do point out the following noteworthy items:

- . Strategic Partners FlexElite 2 offers both an array of optional benefits as well as the "liquidity" to surrender the annuity without any withdrawal charge after three contract years have passed. FlexElite 2 also is unique in offering an optional persistency bonus (which, if taken, extends the withdrawal charge period).
-

. Strategic Partners Annuity One 3/Plus 3 comes in both a bonus version and a non-bonus version, each of which offers several optional insurance features. A bonus is added to your Purchase Payments under the bonus version, although the withdrawal charges under the bonus version are higher than those under the non-bonus version. Although the non-bonus version offers no bonus, it is accompanied by fixed interest rate options and a market value adjustment option that may provide higher interest rates than such options accompanying the bonus version.

B-1

STRATEGIC PARTNERS ANNUITY PRODUCT COMPARISON. Below is a summary of Strategic Partners variable annuity products. You should consider the investment objectives, risks, charges and expenses of an investment in any contract carefully before investing. Each product prospectus as well as the underlying portfolio prospectuses contains this and other information about the variable annuities and underlying investment options. Your registered representative can provide you with prospectuses for one or more of these variable annuities and the underlying portfolios and can help you decide upon the product that would be most advantageous for you given your individual needs. Please read the prospectuses carefully before investing.

Strategic Partners
Flexelite 2 /1/

Minimum Investment	\$10,000
Maximum Issue Age	85 Qualified & Non-Qualified
Withdrawal Charge Schedule	3 Years (7%, 7%, 7%) Contract date based
Annual Charge-Free Withdrawal /2/	10% of gross Purchase Payments made as of last contract anniversary per contract year
Insurance and Administration Charge	1.65%
Contract Maintenance Fee (assessed annually)	The lesser of \$50 or 2% of your Contract Value. Waived if contract value is \$100,000 or more
Contract Credit	Yes 1% credit option at end of 3rd and 6th contract years. Election results in a new 3 year withdrawal charge
Fixed Rate Account	Yes 1-Year
Market Value Adjustment Account (MVA)	Yes 1-10 Years
Enhanced Dollar Cost Averaging (DCA)	Yes
Variable Investment Options Available	As indicated in prospectus
Evergreen Funds	N/A
Base Death benefit:	The greater of: purchase payment(s) minus proportionate withdrawal(s) or Contract Value

Strategic Partners
Annuity One 3/Plus
3 Non Bonus

Minimum Investment	\$10,000
Maximum Issue Age	85 Qualified & Non-Qualified
Withdrawal Charge Schedule	7 Years (7%, 6%, 5%, 4%, 3%, 2%, 1%) Payment date based
Annual Charge-Free Withdrawal /2/	10% of gross Purchase Payments made as of last contract anniversary per contract year
Insurance and Administration Charge	1.40%
Contract Maintenance Fee (assessed annually)	The lesser of \$35 or 2% of your Contract Value. Waived if Contract Value is \$75,000 or more
Contract Credit	No
Fixed Rate Account	Yes 1-Year
Market Value Adjustment Account (MVA)	Yes 1-10 Years
Enhanced Dollar Cost Averaging (DCA)	Yes
Variable Investment Options Available	As indicated in prospectus
Evergreen Funds	6-available in Strategic Partners Plus 3 only
Base Death benefit:	The greater of: purchase payment(s) minus proportionate withdrawal(s) or Contract Value

Strategic Partners
Annuity One 3/Plus
3 Bonus

Minimum Investment	\$10,000
Maximum Issue Age	85 Qualified & Non-Qualified
Withdrawal Charge Schedule	7 Years (8%, 8%, 8%, 8%, 7%, 6%, 5%) Payment date based
Annual Charge-Free Withdrawal /2/	10% of gross Purchase Payments made as of last contract anniversary per contract year
Insurance and Administration Charge	1.50%
Contract Maintenance Fee (assessed annually)	The lesser of \$35 or 2% of your Contract Value. Waived if Contract Value is \$75,000 or more
Contract Credit	Yes 3%-all amounts ages 81-85 4%- under \$250,000 5%-\$250,000- \$999,999 6%-\$1,000,000+
Fixed Rate Account	Yes /3/ 1-Year
Market Value Adjustment Account (MVA)	Yes 1-10 Years
Enhanced Dollar Cost Averaging (DCA)	Yes
Variable Investment Options Available	56/62
Evergreen Funds	6-available in Strategic Partners Plus 3 only
Base Death benefit:	The greater of: purchase payment(s) minus proportionate withdrawal(s) or Contract Value

1 This column depicts features of the version of Strategic Partners FlexElite sold on or after May 1, 2003 or upon subsequent state approval. In one state, Pruco Life continues to sell a prior version of the contract. Under that version, the charge for the base death benefit is 1.60%, rather than 1.65%. The prior version also differs in certain other respects (e.g., availability of optional benefits). The values illustrated below are based on the 1.65% charge, and therefore are slightly lower than if the 1.60% charge were used.

2 Withdrawals of taxable amounts will be subject to income tax, and prior to age 59 1/2, may be subject to a 10% federal income tax penalty. 3 May offer lower interest rates for the fixed rate options than the interest rates offered in the contracts without credit.

Strategic Partners
Flexelite 2 /1/

Optional Death benefit (for an additional cost) /4,5/	Step-Up Roll-Up Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator benefit (EAB)
Contract Maintenance Fee (assessed annually)	The lesser of \$50 or 2% of your Contract Value. Waived if contract value is \$100,000 or more
Living benefits (for an additional cost) /5,6/	Lifetime Five (LT5) Spousal Lifetime Five (SLT5) Highest Daily Lifetime Five (HDLT5) Highest Daily Lifetime Seven (HDLT7) Spousal Highest Daily Lifetime Seven (SHDLT7) Guaranteed Minimum Income benefit (GMIB) Income Appreciator benefit (IAB)

Strategic Partners
Annuity One 3/Plus
3 Non Bonus

Optional Death benefit (for an additional cost) /4,5/	Step-Up Roll-Up Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator benefit (EAB)
Contract Maintenance Fee (assessed annually)	The lesser of \$35 or 2% of your Contract Value. Waived if Contract Value is \$75,000 or more
Living benefits (for an additional cost) /5,6/	Lifetime Five (LT5) Spousal Lifetime Five (SLT5) Highest Daily Lifetime Five (HDLT5) Highest Daily Lifetime Seven (HDLT7) Spousal Highest Daily Lifetime Seven (SHDLT7) Guaranteed Minimum Income benefit (GMIB) Income Appreciator benefit (IAB)

Strategic Partners
Annuity One 3/Plus
3 Bonus

Optional Death benefit (for an additional cost) /4,5/	Step-Up Roll-Up Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator benefit (EAB)
Contract Maintenance Fee (assessed annually)	The lesser of \$35 or 2% of your Contract Value. Waived if Contract Value is \$75,000 or more
Living benefits (for an additional cost) /5,6/	Lifetime Five (LT5) Spousal Lifetime Five (SLT5) Highest Daily Lifetime Five (HDLT5) Highest Daily Lifetime Seven (HDLT7) Spousal Highest Daily Lifetime Seven (SHDLT7) Guaranteed Minimum Income benefit (GMIB) Income Appreciator benefit (IAB)

1 This column depicts features of the version of Strategic Partners FlexElite sold on or after May 1, 2003 or upon subsequent state approval. In one state, Pruco Life continues to sell a prior version of the contract. Under that version, the charge for the base death benefit is 1.60%, rather than 1.65%. The prior version also differs in certain other respects (e.g., availability of optional benefits). The values illustrated below are based on the 1.65% charge, and therefore are slightly lower than if the 1.60% charge were used.

4 For more information on these benefits, refer to section 4, "What Is The Death benefit?" in the Prospectus.

5 Not all Optional benefits may be available in all states.

6 For more information on these benefits, refer to section 3, "What Kind of Payments Will I Receive During The Income Phase?"; section 5, "What are The Lifetime Withdrawal Benefits?"; (discussing Lifetime Five, Spousal Lifetime Five, Highest Daily Lifetime Five, Highest Daily Lifetime Seven, and Spousal Highest Daily Lifetime Seven) and section 6, "What Is The Income Appreciator benefit?" in the Prospectus.

HYPOTHETICAL ILLUSTRATION

The following examples outline the value of each annuity as well as the amount that would be available to an investor as a result of full surrender at the end of each of the contract years specified. The values shown below are based on the following assumptions:

. An initial investment of \$100,000 is made into each contract earning a gross rate of return of 0% and 6% and 10% respectively.

. No subsequent deposits or withdrawals are made to/from the contract.

. The hypothetical gross rates of return are reduced by the arithmetic average of the fees and expenses of the underlying portfolios (as of December 31, 2007) and the charges that are deducted from the contract at the Separate Account level as follows:

. 0.94% average of all fund expenses are computed by adding Portfolio management fees, 12b-1 fees and other expenses of all of the underlying portfolios and then dividing by the number of portfolios. For purposes of the illustrations, we do not reflect any expense reimbursements or expense waivers that might apply and are described in the prospectus fee table. Please note that because the SP Aggressive Growth Asset Allocation Portfolio, the SP Balanced Asset Allocation Portfolio, the SP Conservative Asset Allocation Portfolio, and the SP Growth Asset Allocation Portfolio generally were closed to investors in 2005, the fees for such portfolios are not reflected in the above-mentioned average.

. The Separate Account level charges include the Insurance Charge and Administration Charge (as applicable).

The Contract Value assumes no surrender while the Surrender Value assumes a 100% surrender two days prior to the contract anniversary, therefore reflecting the withdrawal charge applicable to that contract year. Note that a withdrawal on the contract anniversary, or the day before the contract anniversary, would be subject to the withdrawal charge applicable to the next contract year, which usually is lower. The values that you actually experience under a contract will be different from what is depicted here if any of the assumptions we make here differ from your

circumstances, however the relative values for each product reflected below will remain the same. (We will provide you with a personalized illustration upon request).

0% GROSS RATE OF RETURN

	SP FLEX ELITE II		SPA0 3 NON BONUS		SPA0 3 BONUS	
	ALL YEARS -2.57%		ALL YEARS -2.30%		ALL YEARS -2.40%	
	-----		-----		-----	
	CONTRACT	SURRENDER	CONTRACT	SURRENDER	CONTRACT	SURRENDER
YR	VALUE	VALUE	VALUE	VALUE	VALUE	VALUE
	-----		-----		-----	
1	\$97,467	\$91,344	\$97,707	\$91,567	\$101,516	\$94,194
2	\$94,944	\$88,997	\$95,461	\$90,333	\$ 99,084	\$91,957
3	\$92,484	\$86,709	\$93,266	\$89,102	\$ 96,710	\$89,773
4	\$90,086	\$90,086	\$91,122	\$87,876	\$ 94,394	\$87,642
5	\$87,750	\$87,750	\$89,027	\$86,656	\$ 92,133	\$86,383
6	\$85,473	\$85,473	\$86,980	\$85,440	\$ 89,926	\$85,130
7	\$83,254	\$83,254	\$84,980	\$84,230	\$ 87,772	\$83,883
8	\$81,091	\$81,091	\$83,026	\$83,026	\$ 85,669	\$85,669
9	\$78,983	\$78,983	\$81,117	\$81,117	\$ 83,617	\$83,617
10	\$76,928	\$76,928	\$79,252	\$79,252	\$ 81,614	\$81,614
11	\$74,926	\$74,926	\$77,430	\$77,430	\$ 79,659	\$79,659
12	\$72,975	\$72,975	\$75,650	\$75,650	\$ 77,751	\$77,751
13	\$71,073	\$71,073	\$73,911	\$73,911	\$ 75,888	\$75,888
14	\$69,219	\$69,219	\$72,177	\$72,177	\$ 74,071	\$74,071
15	\$67,413	\$67,413	\$70,483	\$70,483	\$ 72,262	\$72,262
16	\$65,652	\$65,652	\$68,829	\$68,829	\$ 70,497	\$70,497
17	\$63,936	\$63,936	\$67,212	\$67,212	\$ 68,774	\$68,774
18	\$62,264	\$62,264	\$65,633	\$65,633	\$ 67,093	\$67,093
19	\$60,634	\$60,634	\$64,089	\$64,089	\$ 65,451	\$65,451
20	\$59,045	\$59,045	\$62,582	\$62,582	\$ 63,849	\$63,849
21	\$57,497	\$57,497	\$61,109	\$61,109	\$ 62,286	\$62,286
22	\$55,988	\$55,988	\$59,670	\$59,670	\$ 60,760	\$60,760
23	\$54,518	\$54,518	\$58,263	\$58,263	\$ 59,270	\$59,270
24	\$53,085	\$53,085	\$56,890	\$56,890	\$ 57,816	\$57,816
25	\$51,688	\$51,688	\$55,548	\$55,548	\$ 56,397	\$56,397
	-----		-----		-----	

Assumptions:

- a. \$100,000 initial investment
- b. Fund Expenses = 0.94% (Evergreen Fund expenses are excluded from this average)
- c. No optional death benefits or living benefits elected
- d. Surrender value is accounted for 2 days prior to contract anniversary

6% GROSS RATE OF RETURN

SP FLEX ELITE II	SPAO 3 NON BONUS	SPAO 3 BONUS
ALL YEARS 3.27%	ALL YEARS 3.56%	ALL YEARS 3.46%

CONTRACT SURRENDER		CONTRACT SURRENDER		CONTRACT SURRENDER	
YR	VALUE	VALUE	VALUE	VALUE	VALUE

1	\$103,299	\$ 96,769	\$103,553	\$ 97,005	\$107,589
2	\$106,716	\$ 99,947	\$107,242	\$101,409	\$111,313
3	\$110,247	\$103,230	\$111,063	\$106,011	\$115,165
4	\$113,894	\$113,894	\$115,021	\$110,820	\$119,151
5	\$117,662	\$117,662	\$119,119	\$115,845	\$123,275
6	\$121,554	\$121,554	\$123,363	\$121,096	\$127,541
7	\$125,575	\$125,575	\$127,758	\$126,581	\$131,955
8	\$129,730	\$129,730	\$132,310	\$132,310	\$136,522
9	\$134,021	\$134,021	\$137,024	\$137,024	\$141,247
10	\$138,455	\$138,455	\$141,906	\$141,906	\$146,135
11	\$143,035	\$143,035	\$146,962	\$146,962	\$151,193
12	\$147,767	\$147,767	\$152,198	\$152,198	\$156,425
13	\$152,656	\$152,656	\$157,621	\$157,621	\$161,839
14	\$157,706	\$157,706	\$163,237	\$163,237	\$167,440
15	\$162,923	\$162,923	\$169,053	\$169,053	\$173,235
16	\$168,313	\$168,313	\$175,076	\$175,076	\$179,230
17	\$173,881	\$173,881	\$181,314	\$181,314	\$185,433
18	\$179,633	\$179,633	\$187,774	\$187,774	\$191,851
19	\$185,576	\$185,576	\$194,464	\$194,464	\$198,491
20	\$191,715	\$191,715	\$201,393	\$201,393	\$205,360
21	\$198,057	\$198,057	\$208,568	\$208,568	\$212,467
22	\$204,610	\$204,610	\$215,999	\$215,999	\$219,821
23	\$211,378	\$211,378	\$223,695	\$223,695	\$227,428
24	\$218,371	\$218,371	\$231,665	\$231,665	\$235,299
25	\$225,595	\$225,595	\$239,919	\$239,919	\$243,443

Assumptions:

- a. \$100,000 initial investment
- b. Fund Expenses = 0.94% (Evergreen Fund expenses are excluded from this average)
- c. No optional death benefits or living benefits elected
- d. Surrender value is accounted for 2 days prior to contract anniversary

10% GROSS RATE OF RETURN

SP FLEX ELITE II SPAO 3 NON BONUS SPAO 3 BONUS
 ALL YEARS 7.17% ALL YEARS 7.47% ALL YEARS 7.37%

YR	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE
1	\$107,186	\$100,385	\$107,450	\$100,630	\$111,638	\$103,509
2	\$114,911	\$107,568	\$115,477	\$109,150	\$119,860	\$111,073
3	\$123,192	\$115,270	\$124,105	\$118,401	\$128,688	\$119,195
4	\$132,070	\$132,070	\$133,376	\$128,442	\$138,166	\$127,915
5	\$141,588	\$141,588	\$143,341	\$139,341	\$148,342	\$138,660
6	\$151,791	\$151,791	\$154,050	\$151,169	\$159,267	\$150,313
7	\$162,730	\$162,730	\$165,559	\$164,003	\$170,997	\$162,949
8	\$174,458	\$174,458	\$177,927	\$177,927	\$183,592	\$183,592
9	\$187,030	\$187,030	\$191,220	\$191,220	\$197,113	\$197,113
10	\$200,509	\$200,509	\$205,506	\$205,506	\$211,631	\$211,631
11	\$214,958	\$214,958	\$220,860	\$220,860	\$227,217	\$227,217
12	\$230,450	\$230,450	\$237,360	\$237,360	\$243,952	\$243,952
13	\$247,057	\$247,057	\$255,093	\$255,093	\$261,919	\$261,919
14	\$264,862	\$264,862	\$274,151	\$274,151	\$281,210	\$281,210
15	\$283,949	\$283,949	\$294,633	\$294,633	\$301,921	\$301,921
16	\$304,412	\$304,412	\$316,644	\$316,644	\$324,158	\$324,158
17	\$326,350	\$326,350	\$340,301	\$340,301	\$348,032	\$348,032
18	\$349,869	\$349,869	\$365,724	\$365,724	\$373,665	\$373,665
19	\$375,083	\$375,083	\$393,048	\$393,048	\$401,186	\$401,186
20	\$402,114	\$402,114	\$422,412	\$422,412	\$430,733	\$430,733
21	\$431,092	\$431,092	\$453,970	\$453,970	\$462,457	\$462,457
22	\$462,160	\$462,160	\$487,886	\$487,886	\$496,517	\$496,517
23	\$495,466	\$495,466	\$524,336	\$524,336	\$533,086	\$533,086
24	\$531,172	\$531,172	\$563,509	\$563,509	\$572,348	\$572,348
25	\$569,451	\$569,451	\$605,608	\$605,608	\$614,502	\$614,502

Assumptions:

- a. \$100,000 initial investment
- b. Fund Expenses = 0.94% (Evergreen Fund expenses are excluded from this average)
- c. No optional death benefits or living benefits elected
- d. Surrender value is accounted for 2 days prior to contract anniversary

APPENDIX C - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME FIVE BENEFIT

We set out below the current formula under which we may transfer amounts between the variable investment options and the Benefit Fixed Rate Account. Upon your election of Highest Daily Lifetime Five, we will not alter the asset transfer formula that applies to your contract. However, as discussed in

Section 5, we reserve the right to modify this formula with respect to those who elect Highest Daily Lifetime Five in the future.

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULA:

. C_u - the upper target is established on the effective date of the Highest Daily Lifetime Five benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.

. C_t - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.

. C_l - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 77%.

. L - the target value as of the current business day.

. r - the target ratio.

. a - the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee. The factors that we use currently are derived from the a2000 Individual Annuity Mortality Table with an assumed interest rate of 3%. Each number in the table "a" factors (which appears below) represents a factor, which when multiplied by the Highest Daily Annual Income Amount, projects our total liability for the purpose of asset transfers under the guarantee.

. Q - age based factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee. The factor is currently set equal to 1.

. V - the total value of all Permitted Sub-accounts in the annuity.

. F - the total value of all Benefit Fixed Rate Account allocations.

. I - the income value prior to the first withdrawal. The income value is equal to what the Highest Daily Annual Income Amount would be if the first withdrawal were taken on the date of calculation. After the first withdrawal the income value equals the greater of the Highest Daily Annual Income Amount, the quarterly step-up amount times the annual income percentage, and the Contract Value times the annual income percentage.

. T - the amount of a transfer into or out of the Benefit Fixed Rate Account.

. $I\%$ - annual income amount percentage. This factor is established on the Effective Date and is not changed for the life of the guarantee. Currently, this percentage is equal to 5%.

TARGET VALUE CALCULATION:

On each business day, a target value (L) is calculated, according to the following formula. If the variable Contract Value (V) is equal to zero, no calculation is necessary.

$$L = I * Q * a$$

Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - F) / V.$$

. If r (greater than) C_{t-1} , assets in the Permitted Sub-accounts are transferred to Benefit Fixed Rate Account.

. If r (less than) C_{t-1} , and there are currently assets in the Benefit Fixed Rate Account (F (greater than) 0), assets in the Benefit Fixed Rate Account are transferred to the Permitted Sub-accounts.

C-1

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$\begin{aligned} T &= \{\text{Min}(V, [L - F - V * C_{t-1}] / (1 - C_{t-1}))\} \quad T \text{ (greater than) } 0, \text{ Money moving from the} \\ &\quad \text{Permitted Sub-accounts to the Benefit Fixed Rate} \\ &\quad \text{Account} \\ T &= \{\text{Min}(F, -[L - F - V * C_{t-1}] / (1 - C_{t-1}))\} \quad T \text{ (less than) } 0, \text{ Money moving from the Benefit} \\ &\quad \text{Fixed Rate Account to the Permitted Sub-} \\ &\quad \text{accounts} \end{aligned}$$

Example:

Male age 65 contributes \$100,000 into the Permitted Sub accounts and the value drops to \$92,300 during year one, end of day one. A table of values for "a" appears below.

Target Value Calculation:

$$\begin{aligned} L &= I * Q * a \\ &= 5000.67 * 1 * 15.34 \\ &= 76,710.28 \end{aligned}$$

Target Ratio:

$$\begin{aligned} r &= (L - F) / V \\ &= (76,710.28 - 0) / 92,300.00 \\ &= 83.11\% \end{aligned}$$

Since r (greater than) C_{t-1} (because 83.11% (greater than) 83%) a transfer into the Benefit Fixed rate Account occurs.

$$\begin{aligned} T &= \{\text{Min}(V, [L - F - V * C_t] / (1 - C_t))\} \\ &= \{\text{Min}(92,300.00, [76,710.28 - 0 - 92,300.00 * 0.80] / (1 - 0.80))\} \\ &= \{\text{Min}(92,300.00, 14,351.40)\} \\ &= 14,351.40 \end{aligned}$$

C-2

Age 65 "a" Factors for Liability Calculations (in Years and Months since Benefit Effective Date)*

	Months											
Years	1	2	3	4	5	6	7	8	9	10	11	12
1	15.34	15.31	15.27	15.23	15.20	15.16	15.13	15.09	15.05	15.02	14.98	14.95
2	14.91	14.87	14.84	14.80	14.76	14.73	14.69	14.66	14.62	14.58	14.55	14.51
3	14.47	14.44	14.40	14.36	14.33	14.29	14.26	14.22	14.18	14.15	14.11	14.07
4	14.04	14.00	13.96	13.93	13.89	13.85	13.82	13.78	13.74	13.71	13.67	13.63
5	13.60	13.56	13.52	13.48	13.45	13.41	13.37	13.34	13.30	13.26	13.23	13.19
6	13.15	13.12	13.08	13.04	13.00	12.97	12.93	12.89	12.86	12.82	12.78	12.75
7	12.71	12.67	12.63	12.60	12.56	12.52	12.49	12.45	12.41	12.38	12.34	12.30
8	12.26	12.23	12.19	12.15	12.12	12.08	12.04	12.01	11.97	11.93	11.90	11.86
9	11.82	11.78	11.75	11.71	11.67	11.64	11.60	11.56	11.53	11.49	11.45	11.42
10	11.38	11.34	11.31	11.27	11.23	11.20	11.16	11.12	11.09	11.05	11.01	10.98
11	10.94	10.90	10.87	10.83	10.79	10.76	10.72	10.69	10.65	10.61	10.58	10.54
12	10.50	10.47	10.43	10.40	10.36	10.32	10.29	10.25	10.21	10.18	10.14	10.11
13	10.07	10.04	10.00	9.96	9.93	9.89	9.86	9.82	9.79	9.75	9.71	9.68
14	9.64	9.61	9.57	9.54	9.50	9.47	9.43	9.40	9.36	9.33	9.29	9.26
15	9.22	9.19	9.15	9.12	9.08	9.05	9.02	8.98	8.95	8.91	8.88	8.84
16	8.81	8.77	8.74	8.71	8.67	8.64	8.60	8.57	8.54	8.50	8.47	8.44
17	8.40	8.37	8.34	8.30	8.27	8.24	8.20	8.17	8.14	8.10	8.07	8.04
18	8.00	7.97	7.94	7.91	7.88	7.84	7.81	7.78	7.75	7.71	7.68	7.65
19	7.62	7.59	7.55	7.52	7.49	7.46	7.43	7.40	7.37	7.33	7.30	7.27
20	7.24	7.21	7.18	7.15	7.12	7.09	7.06	7.03	7.00	6.97	6.94	6.91
21	6.88	6.85	6.82	6.79	6.76	6.73	6.70	6.67	6.64	6.61	6.58	6.55
22	6.52	6.50	6.47	6.44	6.41	6.38	6.36	6.33	6.30	6.27	6.24	6.22
23	6.19	6.16	6.13	6.11	6.08	6.05	6.03	6.00	5.97	5.94	5.92	5.89
24	5.86	5.84	5.81	5.79	5.76	5.74	5.71	5.69	5.66	5.63	5.61	5.58
25	5.56	5.53	5.51	5.48	5.46	5.44	5.41	5.39	5.36	5.34	5.32	5.29
26	5.27	5.24	5.22	5.20	5.18	5.15	5.13	5.11	5.08	5.06	5.04	5.01
27	4.99	4.97	4.95	4.93	4.91	4.88	4.86	4.84	4.82	4.80	4.78	4.75
28	4.73	4.71	4.69	4.67	4.65	4.63	4.61	4.59	4.57	4.55	4.53	4.51
29	4.49	4.47	4.45	4.43	4.41	4.39	4.37	4.35	4.33	4.32	4.30	4.28
30	4.26	4.24	4.22	4.20	4.18	4.17	4.15	4.13	4.11	4.09	4.07	4.06
31	4.04	4.02	4.00	3.98	3.97	3.95	3.93	3.91	3.90	3.88	3.86	3.84
32	3.83	3.81	3.79	3.78	3.76	3.74	3.72	3.71	3.69	3.67	3.66	3.64
33	3.62	3.61	3.59	3.57	3.55	3.54	3.52	3.50	3.49	3.47	3.45	3.44
34	3.42	3.40	3.39	3.37	3.35	3.34	3.32	3.30	3.29	3.27	3.25	3.24
35	3.22	3.20	3.18	3.17	3.15	3.13	3.12	3.10	3.08	3.07	3.05	3.03
36	3.02	3.00	2.98	2.96	2.95	2.93	2.91	2.90	2.88	2.86	2.85	2.83
37	2.81	2.79	2.78	2.76	2.74	2.73	2.71	2.69	2.68	2.66	2.64	2.62
38	2.61	2.59	2.57	2.56	2.54	2.52	2.51	2.49	2.47	2.45	2.44	2.42
39	2.40	2.39	2.37	2.35	2.34	2.32	2.30	2.29	2.27	2.25	2.24	2.22
40	2.20	2.19	2.17	2.15	2.14	2.12	2.11	2.09	2.07	2.06	2.04	2.02
41	2.01	1.84	1.67	1.51	1.34	1.17	1.00	0.84	0.67	0.50	0.33	0.17

* The values set forth in this table are applied to all ages.

APPENDIX D - ASSET TRANSFER FORMULA UNDER HIGHEST DAILY LIFETIME SEVEN BENEFIT AND SPOUSAL HIGHEST DAILY LIFETIME SEVEN BENEFIT

TERMS AND DEFINITIONS REFERENCED IN THE CALCULATION FORMULA:

- . Cu - the upper target is established on the effective date of the Highest Daily Lifetime Seven benefit (the "Effective Date") and is not changed for the life of the guarantee. Currently, it is 83%.
- . C\|t\| - the target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 80%.
- . C\|l\| - the lower target is established on the Effective Date and is not changed for the life of the guarantee. Currently, it is 77%.
- . L - the target value as of the current business day.
- . r - the target ratio.
- . a - factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- . V - the total value of all Permitted Sub-accounts in the annuity.
- . B - the total value of the AST Investment Grade Bond Portfolio Sub-account.
- . P - Income Basis. Prior to the first withdrawal, the Income Basis is the Protected Withdrawal Value calculated as if the first withdrawal were taken on the date of calculation. After the first withdrawal, the Income Basis is equal to the greater of (1) the Protected Withdrawal Value at the time of the first withdrawal, adjusted for additional Purchase Payments including the amount of any associated Credits, and adjusted proportionally for excess withdrawals*, (2) any highest quarterly value increased for additional Purchase Payments including the amount of any associated Credits, and adjusted for withdrawals, and (3) the Contract Value.
- . T - the amount of a transfer into or out of the AST Investment Grade Bond Portfolio Sub-account

* Note: withdrawals of less than the Annual Income Amount do not reduce the Income Basis.

TARGET VALUE CALCULATION:

On each business day, a target value (L) is calculated, according to the following formula. If the variable account value (V) is equal to zero, no calculation is necessary.

$$L = 0.05 * P * a$$

Transfer Calculation:

The following formula, which is set on the benefit Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / V.$$

- . If r (greater than) C\|u\|, assets in the Permitted Sub-accounts are transferred to the AST Investment Grade Bond Portfolio Sub-account.
- . If r (less than) C\|l\|, and there are currently assets in the AST Investment Grade Bond Portfolio Sub-account (B (greater than) 0), assets in the AST Investment Grade Bond Portfolio Sub-account are transferred to the Permitted Sub-accounts according to most recent allocation instructions.

The following formula, which is set on the benefit Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \{ \text{Min}(V, [L - B - V * C \backslash t \backslash] / (1 - C \backslash t \backslash)) \}$$

, Money moving from the Permitted
Sub-accounts to the AST Investment Grade Bond
Portfolio Sub-account

$$T = \{ \text{Min}(B, - [L - B - V * C \backslash t \backslash] / (1 - C \backslash t \backslash)) \}$$

, Money moving from the AST Investment
Grade Bond Portfolio Sub-account to the
Permitted Sub-accounts]

"a" Factors for Liability Calculations (in Years and Months since benefit Effective Date)*

	Months											
Years	1	2	3	4	5	6	7	8	9	10	11	12

1	15.34	15.31	15.27	15.23	15.20	15.16	15.13	15.09	15.05	15.02	14.98	14.95
2	14.91	14.87	14.84	14.80	14.76	14.73	14.69	14.66	14.62	14.58	14.55	14.51
3	14.47	14.44	14.40	14.36	14.33	14.29	14.26	14.22	14.18	14.15	14.11	14.07
4	14.04	14.00	13.96	13.93	13.89	13.85	13.82	13.78	13.74	13.71	13.67	13.63
5	13.60	13.56	13.52	13.48	13.45	13.41	13.37	13.34	13.30	13.26	13.23	13.19
6	13.15	13.12	13.08	13.04	13.00	12.97	12.93	12.89	12.86	12.82	12.78	12.75
7	12.71	12.67	12.63	12.60	12.56	12.52	12.49	12.45	12.41	12.38	12.34	12.30
8	12.26	12.23	12.19	12.15	12.12	12.08	12.04	12.01	11.97	11.93	11.90	11.86
9	11.82	11.78	11.75	11.71	11.67	11.64	11.60	11.56	11.53	11.49	11.45	11.42
10	11.38	11.34	11.31	11.27	11.23	11.20	11.16	11.12	11.09	11.05	11.01	10.98
11	10.94	10.90	10.87	10.83	10.79	10.76	10.72	10.69	10.65	10.61	10.58	10.54
12	10.50	10.47	10.43	10.40	10.36	10.32	10.29	10.25	10.21	10.18	10.14	10.11
13	10.07	10.04	10.00	9.96	9.93	9.89	9.86	9.82	9.79	9.75	9.71	9.68
14	9.64	9.61	9.57	9.54	9.50	9.47	9.43	9.40	9.36	9.33	9.29	9.26
15	9.22	9.19	9.15	9.12	9.08	9.05	9.02	8.98	8.95	8.91	8.88	8.84
16	8.81	8.77	8.74	8.71	8.67	8.64	8.60	8.57	8.54	8.50	8.47	8.44
17	8.40	8.37	8.34	8.30	8.27	8.24	8.20	8.17	8.14	8.10	8.07	8.04
18	8.00	7.97	7.94	7.91	7.88	7.84	7.81	7.78	7.75	7.71	7.68	7.65
19	7.62	7.59	7.55	7.52	7.49	7.46	7.43	7.40	7.37	7.33	7.30	7.27
20	7.24	7.21	7.18	7.15	7.12	7.09	7.06	7.03	7.00	6.97	6.94	6.91
21	6.88	6.85	6.82	6.79	6.76	6.73	6.70	6.67	6.64	6.61	6.58	6.55
22	6.52	6.50	6.47	6.44	6.41	6.38	6.36	6.33	6.30	6.27	6.24	6.22
23	6.19	6.16	6.13	6.11	6.08	6.05	6.03	6.00	5.97	5.94	5.92	5.89
24	5.86	5.84	5.81	5.79	5.76	5.74	5.71	5.69	5.66	5.63	5.61	5.58
25	5.56	5.53	5.51	5.48	5.46	5.44	5.41	5.39	5.36	5.34	5.32	5.29
26	5.27	5.24	5.22	5.20	5.18	5.15	5.13	5.11	5.08	5.06	5.04	5.01
27	4.99	4.97	4.95	4.93	4.91	4.88	4.86	4.84	4.82	4.80	4.78	4.75
28	4.73	4.71	4.69	4.67	4.65	4.63	4.61	4.59	4.57	4.55	4.53	4.51
29	4.49	4.47	4.45	4.43	4.41	4.39	4.37	4.35	4.33	4.32	4.30	4.28
30	4.26	4.24	4.22	4.20	4.18	4.17	4.15	4.13	4.11	4.09	4.07	4.06
31	4.04	4.02	4.00	3.98	3.97	3.95	3.93	3.91	3.90	3.88	3.86	3.84
32	3.83	3.81	3.79	3.78	3.76	3.74	3.72	3.71	3.69	3.67	3.66	3.64
33	3.62	3.61	3.59	3.57	3.55	3.54	3.52	3.50	3.49	3.47	3.45	3.44
34	3.42	3.40	3.39	3.37	3.35	3.34	3.32	3.30	3.29	3.27	3.25	3.24
35	3.22	3.20	3.18	3.17	3.15	3.13	3.12	3.10	3.08	3.07	3.05	3.03
36	3.02	3.00	2.98	2.96	2.95	2.93	2.91	2.90	2.88	2.86	2.85	2.83
37	2.81	2.79	2.78	2.76	2.74	2.73	2.71	2.69	2.68	2.66	2.64	2.62
38	2.61	2.59	2.57	2.56	2.54	2.52	2.51	2.49	2.47	2.45	2.44	2.42
39	2.40	2.39	2.37	2.35	2.34	2.32	2.30	2.29	2.27	2.25	2.24	2.22
40	2.20	2.19	2.17	2.15	2.14	2.12	2.11	2.09	2.07	2.06	2.04	2.02
41	2.01	1.84	1.67	1.51	1.34	1.17	1.00	0.84	0.67	0.50	0.33	0.17

* The values set forth in this table are applied to all ages.

PLEASE SEND ME A STATEMENT OF ADDITIONAL INFORMATION THAT CONTAINS
FURTHER DETAILS ABOUT THE PRUCO LIFE ANNUITY DESCRIBED IN
PROSPECTUS ORD01142 (05/2008)

(print your name)

(address)

(city/state/zip code)

MAILING ADDRESS:

PRUDENTIAL ANNUITY SERVICE CENTER

P.O. Box 7960

Philadelphia, PA 19176

[LOGO] Prudential	-----	PRSRT STD
The Prudential Insurance Company of America		U.S. POSTAGE
751 Broad Street		PAID
Newark, NJ 07102-3777		LANCASTER, PA
		PERMIT NO. 1793

PART II

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

REGISTRATION FEES

There is no filing fee due under this registration statement, because the units registered herein are carried over from a predecessor registration statement.

FEDERAL TAXES

The company estimates the federal tax effect associated with the deferred acquisition costs attributable to each \$1,000,000 of annual purchase payments to be approximately \$2,500.

STATE TAXES

Currently, some states charge up to 3.5% of premium taxes or similar taxes on annuities. The company estimates that premium taxes in the amount of \$35,000 would be owed if 3.5% premium tax was owed on \$1,000,000, of purchase payments.

PRINTING COSTS

Pruco Life Insurance Company estimated that the printing cost will be subsumed in the printing costs for the companion variable annuities.

LEGAL COSTS

This registration statement was prepared by Prudential attorneys whose time is allocated to Pruco Life Insurance Company.

ACCOUNTING COSTS

The independent registered public accounting firm that audits the company's financial statements charges approximately \$10,000 in connection with each set of S-3 registration statements filed by the company with the Commission on a given date. The fee is allocated among the filings.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Registrant, in conjunction with certain of its affiliates, maintains insurance on behalf of any person who is or was a trustee, director, officer, employee, or agent of the Registrant, or who is or was serving at the request of the Registrant as a trustee, director, officer, employee or agent of such other affiliated trust or corporation, against any liability asserted against and incurred by him or her arising out of his or her position with such trust or corporation.

Arizona, being the state of organization of Pruco Life Insurance Company ("Pruco"), permits entities organized under its jurisdiction to indemnify directors and officers with certain limitations. The relevant provisions of Arizona law permitting indemnification can be found in Section 10-850 et seq. of the Arizona Statutes Annotated. The text of Pruco's By-law, Article VIII, which relates to indemnification of officers and directors, is incorporated by reference to Exhibit 3(ii) to Form 10-Q filed on August 15, 1997 on behalf of Pruco Life Insurance Company.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling

person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

ITEM 16. EXHIBITS

(a) EXHIBITS

(1) Underwriting Agreement between Prudential Annuities Distributors, Inc., "PAD" (Principal Underwriter) and Pruco Life Insurance Company (Depositor). (Note 1)

(4)(a) Strategic Partners Variable Annuity Contract VBON-2000 (Note 1)

(4)(b) Strategic Partners Variable Annuity Contract VDCA-2000 (Note 1)

(4)(c) Strategic Partners MVA Endorsement ORD 112805 (Note 1)

(4)(d) Strategic Partners FlexElite Variable Annuity Contract VFLX-2003 (Note 1)

(5) Opinion of Counsel as to legality of the securities being registered. (Note 1)

(23) Written consent of Independent Registered Public Accounting Firm (Note 1)

(24) Powers of Attorney:

(24)(a) Power of Attorney for John Chieffo (Note 1)

(24)(b) Power of Attorney for Lori D. Fouché (Note 1)

(24)(c) Power of Attorney for Christine Knight (Note 1)

(24)(d) Power of Attorney for Richard F. Lambert (Note 1)

(24)(e) Power of Attorney for Kent D. Sluyter (Note 1)

(24)(f) Power of Attorney for Kenneth Y. Tanji (Note 1)

(24)(g) Power of Attorney for Arthur W. Wallace (Note 1)

(Note 1) Filed herewith.

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes:

- (1) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment to this registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (2) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (3) That each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness.
- (4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(5) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Newark, State of New Jersey, on the 22nd day of August, 2017.

PRUCO LIFE INSURANCE COMPANY (Registrant)

By: /s/ Lori D. Fouché*
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

SIGNATURE	TITLE	DATE
/s/ Lori D. Fouché*	Director, President and Chief Executive Officer	August 22, 2017
Lori D. Fouché*		
John Chieffo*	Chief Financial Officer, Chief Accounting Officer, Vice President and Director (Principal Accounting Officer)	August 22, 2017
John Chieffo		
Christine Knight*	Director	August 22, 2017
Christine Knight		
Kenneth Y Tanji*	Director	August 22, 2017
Kenneth Y. Tanji		
Arthur W. Wallace*	Director	August 22, 2017
Arthur W. Wallace		
Richard F. Lambert*	Director	August 22, 2017
Richard F. Lambert		
Kent D. Sluyter*	Director	August 22, 2017
Kent D. Sluyter		

By: /s/ Douglas E. Scully

Douglas E. Scully

* Executed by Douglas E. Scully on behalf of those indicated pursuant to Power of Attorney.

EXHIBIT INDEX

- (1) Underwriting Agreement
- (4)(a) Strategic Partners Variable Annuity Contract VBON-2000
- (4)(b) Strategic Partners Variable Annuity Contract VDCA-2000
- (4)(c) Strategic Partners MVA Endorsement ORD 112805
- (4)(d) Strategic Partners FlexElite Variable Annuity Contract VFLX-2003
- (5) Opinion of Counsel as to legality of the securities being registered.
- (23) Written Consent of Independent Registered Public Accounting Firm.
- (24)(a) Power of Attorney for John Chieffo
- (24)(b) Power of Attorney for Lori D. Fouché
- (24)(c) Power of Attorney for Christine Knight
- (24)(d) Power of Attorney for Richard F. Lambert
- (24)(e) Power of Attorney for Kent D. Sluyter
- (24)(f) Power of Attorney for Kenneth Y. Tanji
- (24)(g) Power of Attorney for Arthur W. Wallace

DISTRIBUTION AND PRINCIPAL UNDERWRITING AGREEMENT

THIS AGREEMENT is made this 19th day of November, 2007 and effective November 19, 2007, by and among the Pruco Life Insurance Company, an Arizona corporation, with its principal offices in Newark, New Jersey ("Company") on its own behalf and on behalf of each of the investment companies as set forth in Schedule A attached hereto, as may be amended from time to time, (each, a "Separate Account" and collectively, the "Separate Accounts") and Prudential Annuities Distributors Inc., formerly American Skandia Marketing Inc. (the "Distributor") a registered broker dealer, with its principal offices in Shelton, Connecticut.

WHEREAS, Separate Accounts were established under New Jersey law as separate accounts of the Company;

WHEREAS, each Separate Account is a registered as a unit investment trust under the Investment Company Act of 1940, as amended (the "1940 Act");

WHEREAS, Separate Accounts hold the purchase payments allocated to the variable investment options of certain variable annuity contracts issued by Company and Company issues market value adjusted annuity contracts (collectively, the "Contracts");

WHEREAS, Distributor is a registered broker-dealer under the Securities Exchange Act of 1934, as amended (the "1934 Act"), and is a member of the National Association of Securities Dealers, Inc. or its successor self regulatory organization ("NASD");

WHEREAS, Distributor is engaged principally in the business of distributing variable insurance products;

WHEREAS, Company has registered the Contracts under the Securities Act of 1933, as amended (the "1933 Act"), and desires to retain Distributor to distribute the Contracts and Distributor is willing to distribute the Contracts in the manner and on the terms set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, Company and Distributor hereby agree as follows:

1. Appointment of Distributor

Company hereby appoints Distributor as, and Distributor agrees to serve as, principal underwriter of the Contracts during the term of this Agreement. Distributor shall at all times function as and be deemed to be an independent contractor and nothing herein contained shall constitute Distributor or its agents, officers, or employees as agents, officers, or employees of Company solely by virtue of their activities in connection with the sale of the Contracts hereunder. Distributor will use its best efforts to provide for the solicitation of applications for Contracts in each state and other jurisdiction in which the Contracts may be lawfully sold, to provide all sales services relative to the Contracts and to otherwise perform all duties and functions that are necessary and proper for the distribution of the Contracts in accordance with applicable laws, including the rules of the NASD. Notwithstanding the foregoing, Distributor shall not be obligated to make retail sales to the public.

2. Distribution Agreements

Company hereby authorizes Distributor to enter into separate written agreements, on such terms and conditions as Distributor may determine are consistent with this Agreement, with broker-dealers that are registered under the 1934 Act and are members of the NASD ("Brokers" or "Broker"). Distributor shall be responsible for ensuring that Brokers and its agents and representatives are duly and appropriately licensed, registered and otherwise qualified to solicit and sell the Contracts under federal securities laws and any applicable securities and insurance laws of each state or other jurisdiction in which the Contracts may be lawfully sold.

3. Limits on Authority

This Agreement notwithstanding, Company retains the ultimate right to control the sale of the Contracts, including the right to suspend sales in any jurisdiction or jurisdictions, to appoint and discharge agents of Company, or to refuse to sell a Contract to any applicant for any reason whatsoever. Furthermore, Distributor and its representatives shall not have authority, on behalf of Company to make, alter, or discharge any Contract.

4. Registration.

To the extent necessary to distribute the Contracts, Distributor shall be duly registered or otherwise qualified under all applicable securities laws of any state or other jurisdiction in which Distributor is licensed or otherwise authorized to distribute the Contracts, if required. Distributor represents and warrants to the Company that Distributor is, and during the term of this Agreement shall remain, registered as a broker-dealer under the 1934 Act, admitted as a member with the NASD, and duly registered under applicable state securities laws, and that Distributor is and shall remain during the term of this Agreement in compliance with Section 9(a) of the 1940 Act.

5. Marketing Materials

Company shall design and develop promotional, sales, and advertising material relating to the Contracts and any other marketing-related documents for use in the sale of the Contracts, subject to review and approval by Distributor of such material and documents in accordance with Section 2210 of the NASD Conduct Rules. Distributor shall be responsible for filing such material with the NASD and any state securities regulatory authorities requiring such filings. Company shall be responsible for filing promotional, sales, or advertising material, as required, with any state insurance regulatory authorities. Company shall be responsible for preparing the Contract forms and filing them with applicable state insurance regulatory authorities, and for preparing the prospectuses and registration statements for the Contracts and filing them with the Securities and Exchange Commission (the "SEC") and state regulatory authorities, to the extent required. The parties shall notify each other expeditiously of any comments provided by the SEC, NASD, or any securities or insurance regulatory authority on such material, and will cooperate expeditiously in resolving and implementing any comments, as applicable.

6. Fiduciary Capacity

Distributor agrees that any payments it receives for the Contracts will be held in a fiduciary capacity and agrees to transfer any such amount to the Company promptly.

7. Insurance Licensing

Company shall have the responsibility for ensuring that Broker and its agents or representatives are duly and appropriately licensed, registered, or otherwise qualified for the sale of Contracts and the riders offered in connection therewith, under the insurance laws and any applicable blue-sky laws of each state or other jurisdiction in which Company is licensed to sell the Contracts.

8. Books and Records

(a) Company, each Separate Account, and Distributor shall cause to be maintained and preserved all books of account and related financial records as are required by the 1934 Act, the 1940 Act, the NASD, and any other applicable laws and regulations. Distributor shall furnish Company with such reports as it may reasonably request for the purpose of meeting its reporting and record keeping requirements in accordance with applicable laws and regulations.

(b) Company shall, on behalf of Distributor, provide for the confirmation to each purchaser of a Contract, in accordance with Rule 10b-10 under the 1934 Act, acceptance of premiums and such other transactions as are required by and in accordance with Rule 10b-10 and administrative interpretations thereunder.

9. Maintaining Registration and Approvals

Company shall be responsible for maintaining the registration of the Contracts with the SEC and any state securities regulatory authority with which such registration is required and for gaining and maintaining approval of the Contract forms where required under the insurance laws and regulations of each state or other jurisdiction in which the Contracts are to be offered.

10. Compensation

(a) Company shall arrange for the payment of commissions to Brokers who sell Contracts under agreements entered into pursuant to section 2 hereof, in amounts as may be agreed to by Company and specified in such written agreements.

(b) Company shall reimburse Distributors for the costs and expenses incurred by Distributor in furnishing or obtaining the services, materials and supplies required by the terms of this Agreement.

11. Investigation and Proceedings

Distributor and Company agree to cooperate fully in any insurance regulatory investigation or proceeding or judicial proceeding arising in connection with Contracts distributed under this Agreement. Distributor and Company further agree to cooperate fully in any securities regulatory investigation or proceeding or judicial proceeding with respect to Company, Distributor, their affiliates and their agents or representatives to the extent that such investigation or proceeding is in connection with Contracts distributed under this Agreement. Distributor shall furnish applicable federal and state regulatory authorities with any information or reports in connection with its services under this Agreement, which such authorities may request in order to ascertain whether Company's operations are conducted in a manner consistent with any applicable law or regulations.

12. Non-Exclusivity

Each party hereto agrees that the services to be hereunder are not to be deemed exclusive and each shall be free to enter into similar arrangements with other third parties so long as the ability to meet obligations provided hereunder are not impaired.

13. Termination

This Agreement may be terminated at any time by any party on THIRTY (30) Days prior written notice to the other party, without payment of penalty. Upon termination of this Agreement, all authorizations, rights, and obligations shall cease except the obligation to settle accounts hereunder, including commissions on payments subsequently received for Contracts in effect at times of termination, and the agreements contained in paragraphs 8 and 13 hereof.

14. Amendments, Assignments and Transfers

No amendment, transfer or assignment shall be effective without the prior written consent of the parties. All agreements that result from any assignment or transfer affecting New Jersey are subject to the approval of the New Jersey Department of Insurance. Additional regulatory approvals may also be required.

15. Severability

Should any provision of this Agreement be held or made invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected.

16. Warranties

Each party to this Agreement warrants to the other party as follows:

- (a) it has full power and authority to execute and deliver this Agreement and to perform and observe the provisions herein;
- (b) the execution, delivery, and performance of this Agreement have been authorized by all necessary corporate actions and do not and will not contravene any requirement of law or any contractual restrictions or agreement binding on or affecting such party or its assets; and
- (c) this Agreement has been duly and properly executed and delivered by such party and constitutes a legal, valid, and binding obligation of such party enforceable with its terms.

17. Applicable Law

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New Jersey.

18. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed one instrument.

19. Miscellaneous

Captions in this Agreement are included for convenience or reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PRUCO LIFE INSURANCE COMPANY

By: /s/Robert F. O'Donnell
Name: Robert F. O'Donnell
Title: Vice President

PRUDENTIAL ANNUITIES DISTRIBUTORS INC.

By: /s/Bruce W. Ferris
Name: Bruce W. Ferris
Title: Vice President

SCHEDULE A

LIST OF SEPARATE ACCOUNTS

1. Pruco Life Single Premium Variable Annuity Account
2. Pruco Life Flexible Premium Variable Annuity Account

Pruco Life Insurance Company

Phoenix, Arizona 85014

A Stock Company Subsidiary of

The Prudential Insurance Company of America

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE
ANNUITY CONTRACT**

Nonparticipating

ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

This is an annuity contract. Subject to the provisions of the Contract, and in consideration of any Purchase Payments you make and we accept, we will make Annuity Payments starting on the Annuity Date shown on the Contract Data pages.

Please read the Contract carefully; it is a legal contract between you and Pruco Life Insurance Company. Expense charges applicable to the Contract are shown on the Contract Data pages. If you have a question about the Contract, or a claim, see your representative or contact the Annuity Service Center.

Right to Cancel Contract

This Contract may be returned within [10] days after you receive it. It can be mailed or delivered to either us, at the Annuity Service Center, or the representative who sold it to you. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. The returned Contract will be canceled upon our receipt, and we will return your money in accordance with applicable law. Under certain circumstances, we have the right to allocate Purchase Payment(s) to the Money Market Subaccount until the expiration of the Right to Cancel period. If we so allocate Purchase Payment(s), we will refund the Purchase Payment(s), less any withdrawals, in the event of cancellation under the terms of this paragraph.

READ YOUR CONTRACT CAREFULLY

TABLE OF CONTENTS

CONTRACT DATA PAGES

DEFINITIONS

PURCHASE PAYMENTS

CREDITS

CONTRACT VALUE

VARIABLE SEPARATE ACCOUNT

CONTRACT MAINTENANCE CHARGE

TRANSFERS

WITHDRAWALS

PROTECTED VALUE

GUARANTEED MINIMUM INCOME BENEFIT

GUARANTEED MINIMUM DEATH BENEFIT

ANNUITY AND SETTLEMENT OPTIONS

BENEFICIARY

SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS FROM THE SEPARATE ACCOUNT

GENERAL PROVISIONS

VALUES AND BENEFITS

ANNUITY SETTLEMENT TABLES

PURCHASE PAYMENTS:

Initial Purchase Payment:

Minimum Subsequent Purchase Payment: \$1,000. For IRA contracts, the Minimum Subsequent Purchase Payment is \$1,000. The Minimum Subsequent Purchase Payment for automatic purchase plans, if available, is \$100.

Annual Purchase Payment Limits: The total of all Purchase Payments made into this Contract in the first Contract Year may not exceed [\$20,000,000]. The total of all Purchase Payments made into this Contract in any Contract Year after the first Contract Year may not exceed [\$2,000,000]. Purchase Payments of greater value may be allowed with our prior approval.

Aggregate Purchase Payment Limit: The total of all Purchase Payments made into this Contract may not exceed [\$20,000,000]. Purchase Payments of greater value may be allowed with our prior approval.

CREDIT PAYMENT:

[4%] of Initial Purchase Payment.

CREDIT VESTING SCHEDULE:

Number of Contract Anniversaries

Since Date of Each Purchase Payment

Vested Percentage

0 1 2 3 4 5 6 7 8 9 0%

10%

20%

30%
40%
50%
60%
70%
80%
100%]

BENEFICIARY:

As designated by Owner at Contract Date unless changed in accordance with the Contract provisions.

CONTRACT MAINTENANCE CHARGE:

If your Contract Value is less than \$50,000, we will charge a Contract Maintenance Charge of the lesser of \$30 or 2% of the Contract Value. This charge is deducted on the Contract Anniversary and when a surrender of the Contract occurs, if the Contract Value at the time is then less than \$50,000. The Contract Maintenance Charge will be deducted on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. During the Annuity Period, we reserve the right to assess an annual Contract Maintenance Charge of \$30. The decision to assess this charge may depend on the Annuity or Settlement Option selected. We reserve the right to increase the Contract Maintenance Charge, but it will not exceed \$60 per Contract Year, and to raise the Contract Value amount over which we will waive the Contract Maintenance Charge.

INSURANCE CHARGE:

This charge depends on whether you have elected the Guaranteed Minimum Death Benefit ("GMDB") feature and on the GMDB Protected Value option that you have elected. This charge is deducted daily from the assets in each of the Subaccounts. If you do not elect the GMDB feature, you do not elect a GMDB Protected Value option, and your death benefit is equal to the base death benefit as described in the Guaranteed Minimum Death Benefit section of the Contract.

☐ You have not elected the GMDB feature. Therefore, the daily rate is [0.00380909%], which is equivalent to an annual rate of [1.40%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the Roll-Up. Therefore, the daily rate is [0.00434896%], which is equivalent to an annual rate of [1.60%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the Step-Up. Therefore, the daily rate is [0.00434896%], which is equivalent to an annual rate of [1.60%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the greater of the Roll-Up and Step-Up. Therefore, the daily rate is [0.00461849%], which is equivalent to an annual rate of [1.70%].

GUARANTEED MINIMUM INCOME BENEFIT ("GMIB") CHARGE:

If you elect the GMIB, the charge depends on the GMIB Protected Value option that you have elected. The charge is calculated daily and deducted on each Contract Anniversary and upon a full and certain partial withdrawals. The charge is deducted pro-rata from all Allocation Options to which your Contract Value is allocated.

☐ You have elected the GMIB and the GMIB Protected Value option of the Roll-Up. Therefore, the daily rate is [0.00068408%], which is equivalent to an annual rate of [0.25%].

☐ You have elected the GMIB and the GMIB Protected Value option of the Step-Up. Therefore, the daily rate is [0.00068408%], which is equivalent to an annual rate of [0.25%].

☐ You have elected the GMIB and the GMIB Protected Value option of the greater of the Roll-Up and Step-Up. Therefore, the daily rate is [0.00095723%], which is equivalent to an annual rate of [0.35%].

☐ You have not elected the GMIB, and, therefore, there is no charge.

ALLOCATION OPTIONS:

VARIABLE INVESTMENT OPTIONS:

The following variable investment options are available through allocation to subaccounts of the Pruco Life Flexible Premium Variable Annuity Account. We reserve the right to limit the availability of the below options, if necessary, in order to comply with federal, state or local law.

- [The Prudential Series Fund
- Davis Venture Value**
- Fidelity Large Cap Value**
- Prudential Large Cap Value Index**

Wellington Growth and Income

MFS Capital Opportunities

Prudential Stock Index

Alliance Premier Growth

Jennison Growth

Marsico Large Cap Growth

Prudential Large Cap Growth Index

Fidelity Small/Mid Cap Value

Prudential Small Cap Value Index

Prudential Emerging Growth

Wellington Capital Appreciation

MFS Mid Cap Growth

MFS New Discovery

Prudential Small Cap Growth Index

PIMCO Total Return

PIMCO High Yield

Strategic Partners Focused Growth Fund

Prudential Money Market

Alliance Technology

Conservative Lifestyle Portfolio

Moderate Lifestyle Portfolio

Moderately Aggressive Lifestyle Portfolio

Aggressive Lifestyle Portfolio

Jennison International

Prudential Global

Deutsche International Equity

Prudential International Index]

ALLOCATION GUIDELINES:

Currently, you may select any Allocation Option which is available at the time the Purchase Payment or transfer is made. However, an amount of at least 1% of the Invested Purchase Payment must be allocated to any Allocation Option. Allocations made pursuant to automatic rebalancing or dollar cost-averaging are not subject to these limitations. We reserve the right to limit the availability of the above Allocation Options, if necessary, in order to comply with federal, state or local law.

TRANSFERS:

Number of Transfers Permitted: Currently, there are no limits on the number of transfers that can be made among Subaccounts. We reserve the right to change this, but the Owner will always be allowed at least 12 transfers among Subaccounts in a Contract Year.

Transfer Charge: The Transfer Charge for each transfer after the first 12 in a Contract Year is \$25. The charge is taken pro-rata from the Allocation Options from which the transfer is made. Transfers made due to automatic rebalancing or dollar cost-averaging will not be counted for purposes of the Transfer Charge. We reserve the right to increase this charge, but it will not exceed \$30.

Minimum Amount to be Transferred: Subject to the restrictions contained in the Contract on transfers, the minimum transfer amount is \$250 or your entire interest in any Allocation Option, if less. This requirement is waived if the transfer is pursuant to automatic rebalancing or dollar cost-averaging.

WITHDRAWALS:

Withdrawal Charge: The Withdrawal Charge is a percentage of the amount withdrawn that is subject to a charge, and depends on the number of Contract Anniversaries that have elapsed since a Purchase Payment was made.

Number of Contract

Anniversaries Since Date

of Each Purchase

Payment

Withdrawal

Charge

[0

1 2 3 4 5 6 7 8 9 8%

8%

7%

6%

5%

4%

3%
2%
1%
0%]

Charge-Free Amount: A certain amount (the Charge-Free Amount) may be withdrawn without incurring a Withdrawal Charge. The Charge-Free Amount available in any current Contract Year is calculated as of the Contract Anniversary date and is equal to 10% of the sum of all Purchase Payments received in excess of all Purchase Payments withdrawn and is applied on a first-in, first-out basis.

Minimum Amount Which May Be Withdrawn: The minimum amount which may be withdrawn is [\$250]. The minimum amount which may be withdrawn under a systematic withdrawal plan is [\$100].

Minimum Contract Value Which Must Remain in the Contract After a Withdrawal: The minimum Contract Value which must remain in the Contract in order to keep the Contract in force after a withdrawal is \$2,000.

ENDORSEMENTS:

[Individual Retirement Annuity Endorsement]

ANNUITY SERVICE CENTER:

[Annuity Service Center

P.O. Box 14215

New Brunswick, NJ 08906-4215]

DEFINITIONS

ACCUMULATION PERIOD: The period from, and including, the Contract Date to, but excluding, the Annuity Date.

ADJUSTED CONTRACT VALUE: The Contract Value as of the Annuity Date less any applicable Premium Tax Charge and less any Credit subject to recapture under the vesting schedule shown on the Contract Data pages. The applicable Annuity Table is applied to this amount to determine the initial Annuity Payment.

ALLOCATION OPTIONS: Those investment options available under the Contract as of any given time to which Contract Value may be allocated. Allocation Options as of the Contract Date are shown on the Contract Data pages.

ANNUITANT: The person named on the first page upon whose continuation of life any Annuity Payment involving life contingencies depends. If the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant, if the requirements for changing Annuity Date are met (see definition of Annuity Date). If there is no surviving or eligible Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You then have 60 days from the date we receive due proof of death of the Annuitant or Co-Annuitant to name a new Annuitant. If no new Annuitant is named during that 60 day period, the Owner will remain the Annuitant. You may not change an Annuitant or Co-Annuitant and may add or remove an Annuitant or Co-Annuitant only with our prior approval.

ANNUITY DATE: The date the first Annuity or Settlement Payment to the Payee is due. The Annuity Date is shown on the original Contract Data pages. You must have our permission to change the Annuity Date. If there is a new Annuitant due to the death of the Annuitant, and the new Annuitant is older than the prior Annuitant, the Annuity Date will be based on the age of the new Annuitant; however any such changed Annuity Date must be at least three years after the Contract Date, must be earlier than the date shown on the Contract Data pages, cannot be later than the Contract Anniversary next following the new Annuitant's 90th birthday and must be consistent with applicable law at the time.

ANNUITY OR SETTLEMENT PAYMENTS: The series of payments made to you or any named payee after the Annuity Date as described under the Annuity or Settlement Option selected.

ANNUITY PERIOD: The period of time, beginning on the Annuity Date, during which Annuity or Settlement Payments are made.

ANNUITY SERVICE CENTER: The office indicated on the Contract Data pages to which notices, requests and Purchase Payments must be sent. All sums payable to us under the Contract must be sent to the Annuity Service Center. The Annuity Service Center address may be changed at any time. You will be notified in advance and in writing of any change in address.

BENEFICIARY: The person(s) or entity(ies) who has the right to receive the death benefit when the last survivor of the Owner or Joint Owner dies (or the first to die of the Owner or Joint Owner if the Owner and Joint Owner are not spouses at the time of the Owner's or Joint Owner's death). The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner.

BUSINESS DAY: Any day the New York Stock Exchange

and the Company are open for business.

CHARGE-FREE AMOUNT: The Charge-Free Amount is a portion of the Contract Value that may be withdrawn without incurring a Withdrawal Charge.

CO-ANNUITANT: The person shown on the Contract Data pages who becomes the Annuitant upon the death of the Annuitant before the Annuity Date. No Co-Annuitant may be designated if the Owner is a non-natural person.

COMPANY: Pruco Life Insurance Company, an Arizona corporation.

CONTRACT ANNIVERSARY: The same day and month as the Contract Date in each later year.

CONTRACT DATE: The date shown on the Contract Data pages on which the first Contract Year begins.

CONTRACT SURRENDER VALUE: The Contract Value less any applicable Premium Tax Charge, Withdrawal Charge, Credit recapture, GMIB Charge or Contract Maintenance Charge.

CONTRACT VALUE: The dollar value as of any Business Day prior to the Annuity Date of all amounts accumulated under this Contract.

CONTRACT YEAR: A year which starts on the Contract Date or on a Contract Anniversary.

CREDIT: An amount we add to your Contract Value at the time an Invested Purchase Payment is credited to the Contract Value.

EARNINGS: The excess of the Contract Value over the sum of all Purchase Payments made and not yet withdrawn and non-vested Credits not yet recaptured.

ELIGIBLE HOSPITAL: An institution that meets either of the following requirements:

It is accredited as a hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organizations; or

It is legally operated, has 24-hour a day supervision by a staff of doctors, has 24-hour a day nursing service by registered graduate nurses, and either:

It mainly provides general inpatient medical care and treatment of sick and injured persons by the use of medical, diagnostic and major surgical facilities. All such facilities are located in it or are under its control; or

It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including x-ray and laboratory). All such facilities are located in it, are under its control, or are available to it under a written agreement with a hospital (as defined above) or with a specialized provider of these facilities.

An eligible hospital is not an institution, or part of one, that: (a) furnishes mainly homelike or custodial care, or training in the routines of daily living; or (b) is mainly a school.

ELIGIBLE NURSING HOME: An institution or special nursing unit of a hospital that meets at least one of the following requirements:

It is Medicare approved as a provider of skilled nursing care services;

It is licensed as a skilled nursing home or as an intermediate care facility by the state it is located in; or

It meets all the following requirements:

It is licensed as a nursing home by the state it is located in;

Its main function is to provide skilled, intermediate, or custodial nursing care;

It is engaged in providing continuous room and board accommodations to 3 or more persons;

It is under the supervision of a registered nurse (RN) or licensed practical nurse (LPN);

It maintains a daily medical record of each patient; and

It maintains control and records for all medications dispensed.

GOOD ORDER: An instruction received at the Annuity Service Center, utilizing such forms, signatures and datings as we require, that is sufficiently complete and clear that we do not need to exercise any discretion to follow such instructions. We will notify you if an instruction is not in Good Order.

INVESTED PURCHASE PAYMENTS: The balance of each Purchase Payment after we make any applicable deduction for: (1) Premium Tax Charge; and (2) charge for any other type of tax (or component thereof) measured by or based upon the amount of the Purchase Payment we receive.

JOINT OWNER: The spouse of the Owner, if named on the Contract Data pages as the Joint Owner, who shares ownership rights with the Owner as defined under this Contract. You may add, change or remove a Joint Owner, subject to our underwriting rules. The Contract may never have more than one Joint Owner. No Joint Owner is permitted for IRAs or other qualified contracts.

OWNER: The person or entity named on the Contract Data pages who has ownership rights as defined under the Contract provided that, if a Joint Owner is named, the Owner shares ownership rights with the Joint Owner. You may change the Owner subject to our underwriting rules. Any change of an Owner will be effective when we process the request.

PAYEE: The person who has a right to receive Annuity or Settlement Payments under the Annuity and Settlement Options provision of this Contract. The Payee can be designated as revocable or irrevocable at your discretion. If you do not designate a Payee at least 5 Business Days before the Annuity Date, the Owner will become the Payee.

PREMIUM TAX CHARGE: A charge which may be deducted from Purchase Payments or Contract Value for premium taxes owed by us to any governmental entity.

PURCHASE PAYMENT: A payment you make to this Contract.

SUBACCOUNT: Variable Separate Account assets are divided into Subaccounts. Assets of each Subaccount will be invested in shares of a Variable Investment Option.

TERMINALLY ILL: We consider someone terminally ill who has a life expectancy of six months or less. Proof of Terminal Illness must include a certification by a licensed physician.

VARIABLE INVESTMENT OPTION: Those investment options available under the Contract through the Subaccounts as of any given time. Variable Investment Options as of the Contract Date are shown on the Contract Data pages.

VARIABLE SEPARATE ACCOUNT: A segregated asset account maintained by us to support this and certain other contracts. The segregated asset account(s) available as of the Contract Date is shown on the Contract Data pages.

WE, OUR AND US: Pruco Life Insurance Company.

WITHDRAWAL CHARGES: A charge assessed on partial or full withdrawals or upon settlement (depending on the payout option chosen) during the Withdrawal Charge Period. The Withdrawal Charge equals a percentage, shown on the Contract Data pages, of the amount subject to the charge.

WITHDRAWAL CHARGE PERIOD: The number of Contract Anniversaries since each Purchase Payment during which Withdrawal Charges are applied to withdrawals of amounts in the Contract. The Withdrawal Charge Period is shown on the Contract Data pages.

YOU AND YOUR: The Owner of the Contract if there is no Joint Owner; if there is a Joint Owner, the Owner and Joint Owner acting jointly. If we receive written authorization from both the Owner and Joint Owner in Good Order, then, upon our consent, we will allow either to represent the entire ownership interest in the Contract, until that authorization has been revoked by either party. This Contract will treat the Owner as having contributed 100% of the Purchase Payments. Therefore, we will treat the Owner as the taxpayer with respect to all distributions made under the Contract while he or she is the Owner, whether or not a Joint Owner is also named.

PURCHASE PAYMENTS

PURCHASE PAYMENTS: The initial Purchase Payment must be paid on the Contract Date. In general, subsequent Purchase Payments may be made at any time before the Annuity Date. However, no Purchase Payments may be made on or after the sole or older of the Owner's or Joint Owner's, or Annuitant's 80th birthday, and we reserve the right to decline any Purchase Payment. The Minimum Subsequent Purchase Payment, Annual Purchase Payment Limits and Aggregate Purchase Payment Limit are shown on the Contract Data pages.

ALLOCATION OF PURCHASE PAYMENTS: Invested

Purchase Payments are allocated to one or more of the Allocation Options in accordance with your selection. The allocation of the initial Invested Purchase Payment is made in accordance with your selection made on the Contract Date. You may change the allocation of future Invested Purchase Payments at any time. If, after the Initial Purchase Payment, we receive a Purchase Payment without allocation instructions, we will allocate the corresponding Invested Purchase Payment in the same proportion as the most recent Purchase Payment you made (unless that was a Purchase Payment you directed us to allocate on a one-time-only basis.) Assuming that all other requirements are received in Good Order, we reserve the right to allocate your initial Invested Purchase Payment to the Money Market Subaccount until we receive your allocation selection. In addition, the Company has reserved the right to allocate the initial Invested Purchase Payment to the Money Market Subaccount under the Right to Cancel Contract provision set forth on the face page of this Contract. All allocations of Invested Purchase Payments are subject to the Allocation Guidelines shown on the Contract Data pages.

Currently, you may select as many of the available Allocation Options as you wish. However, we reserve the right to limit this in the future. If the Purchase Payment and forms required to issue a Contract are in Good Order, the initial Invested Purchase Payment will be credited to your Contract within two (2) Business Days after receipt at the Annuity Service Center. Additional Invested Purchase Payments will be credited to your Contract as of the Business Day they are received.

CREDITS

We add a Credit amount to your Contract Value with each Invested Purchase Payment. Each Credit amount is allocated to the Contract Value when the applicable Invested Purchase Payment is credited to your Contract Value. The Credit is allocated to the Variable Investment Options in the same percentages as the Invested Purchase Payment to which it relates.

The Credit percentage may be determined by the amount of the Purchase Payment. The Credit percentage for your initial Purchase Payment is shown on the Contract Data pages. The Credit percentage on subsequent Purchase Payments will vary, but is guaranteed to be at least 3% of the Purchase Payment.

Each Credit is subject to its own vesting schedule which is shown on the Contract Data pages. If you make a withdrawal of all or part of a Purchase

Payment, the non-vested portion of the Credit attributable to that Purchase Payment will be recaptured in accordance with the vesting schedule. Withdrawals of Purchase Payments are taken on a first-in, first-out basis. The Credit recapture is in addition to any Withdrawal Charges that may be applicable.

If you exercise your Right to Cancel the Contract, the entire Credit will be recaptured.

CONTRACT VALUE

Your Contract Value is the total of all amounts credited to your Contract as of any Business Day as a result of your initial Invested Purchase Payment and the increases and decreases described below.

On the Contract Date, the Contract Value is equal to the initial Invested Purchase Payment and the Credit amount. After that, the Contract Value as of any Business Day is determined by starting with the Contract Value at the end of the previous day and adjusting it for items that increase it or decrease it.

Items that increase the Contract Value are: Invested Purchase Payments, Credit amounts and positive investment performance in a Subaccount.

Items that decrease the Contract Value are: withdrawals and the charges and Credit recaptures associated with them; negative investment performance in a Subaccount; Insurance Charge; Contract Maintenance Charge, if applicable; GMIB Charge, if applicable; Transfer Charge; and any Premium Tax Charge or other tax charge.

Investment results are credited daily and the Insurance Charge is deducted daily. The Contract Maintenance Charge is deducted annually as of the Contract Anniversary and upon a total withdrawal. The GMIB Charge is deducted annually as of the Contract Anniversary and pro-rata upon a total and certain partial withdrawals. Other charges are assessed only if the appropriate event occurs.

VARIABLE SEPARATE ACCOUNT

THE VARIABLE SEPARATE ACCOUNT: The Variable

Separate Account is designated on the Contract Data pages. It consists of assets we have set aside and have kept separate from the rest of our assets and those of our other separate accounts. The assets of the Variable Separate Account, equal to reserves and other liabilities of your Contract and those of other owners, will not be charged with liabilities arising out of any other business we may conduct.

The Variable Separate Account assets are divided into Subaccounts. The assets of the Subaccount are allocated to the Variable Investment Option(s) shown on the Contract Data pages. We may restructure, eliminate or combine Subaccounts or add to or eliminate Variable Investment Option(s) from those shown. You may be permitted to transfer your Contract Value or allocate Invested Purchase Payments to the additional Subaccount(s). However, the right to make such transfers or allocations will be limited by any terms and conditions we may impose.

Should the shares of any Variable Investment Option(s) become unavailable for investment by the Variable Separate Account, we deem further investment in the shares inappropriate, or if required for tax reasons, we may limit further purchase of such shares or substitute shares of another Variable Investment Option for shares already purchased.

VALUATION OF ASSETS: The value of the shares held by the Subaccounts in the Variable Investment Options will be based on the net asset value of the Investment Option on each Business Day.

INSURANCE CHARGE: Each Business Day, we deduct an Insurance Charge from the Subaccounts of the Variable Separate Account which is equivalent, on an annual basis, to the amount shown on the Contract Data pages. The amount of the Insurance Charge is based on whether you have elected the GMDB and on the GMDB Protected Value option that you elect, if any.

CONTRACT MAINTENANCE CHARGE

We deduct an annual Contract Maintenance Charge shown on the Contract Data pages. We determine your Contract Value as of your Contract Anniversary and make any deductions required on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. If a total withdrawal is made on other than a Contract Anniversary, we will determine your Contract Value and make a deduction for the Contract Maintenance Charge the same as we would if it were a Contract Anniversary.

TRANSFERS DURING THE ACCUMULATION PERIOD: A

transfer is subject to the following:

the maximum number of transfers which may be made, the maximum number of transfers which are not subject to a Transfer Charge and the minimum amount which may be transferred are shown on the Contract Data pages;

a Transfer Charge is deducted if a transfer exceeds the maximum number of free transfers. The Transfer Charge is shown on the Contract Data pages. The Transfer Charge is deducted from the amount which is transferred;

a transfer will be effected as of the end of the Business Day when we receive a request in Good Order;

we are not responsible for the consequences resulting from a transfer made in accordance with your instructions;

your right to make transfers is subject to modification if we determine, in our sole opinion, that the exercise of the right by one or more Owners is, or would be, to the disadvantage of other Owners or if required to do so by applicable laws or regulations. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of other Owners or to ensure compliance with such laws or regulations.

A modification could be applied to transfers to or from one or more of the Subaccounts and could include, but not be limited to:

the requirement of a minimum time period between each transfer;

not accepting a transfer request of an agent acting under a power of attorney on behalf of more than one Owner;

limiting the dollar amount that may be transferred among the Subaccounts by an Owner at any one time; or

restricting the number of transfers per year.

[No transfers are permitted after the Annuity Date.]

WITHDRAWALS

WITHDRAWALS: During the Accumulation Period, you may, upon a request in Good Order, make a total or partial withdrawal of the Contract Surrender Value. You may specify the Allocation Option(s) from which a withdrawal will be taken. If you do not so specify, we will take the withdrawal on a pro-rata basis from all Allocation Option(s) to which your Contract Value is allocated.

We will pay the amount of any withdrawal within seven (7) days of receipt of request in Good Order unless the "Suspension or Deferral of Payments Provision" is in effect.

Each partial withdrawal must be for an amount which is not less than the amount shown on the Contract Data pages. The minimum Contract Value which must remain in the Contract after a partial withdrawal in order to keep the Contract in force is shown on the Contract Data pages. If the amount of the withdrawal requested would reduce the Contract Value below this minimum, we will give you the maximum amount available that, with the Withdrawal Charge, would not reduce the Contract Value below such minimum. Special rules may apply for IRAs.

WITHDRAWAL CHARGE: A Withdrawal Charge may apply if you make a withdrawal during the Withdrawal Charge Period for a Purchase Payment. The amount of the Withdrawal Charge varies with the number of Contract Anniversaries that have elapsed since each Purchase Payment was made, and is a percentage, shown on the Contract Data pages, of the amount withdrawn that is subject to the charge. If a withdrawal is effective on the day before a Contract Anniversary, the Withdrawal Charge percentage used will be the one as of the following Contract Anniversary. If you request a partial withdrawal, we will deduct an amount from the Contract Value that is sufficient to pay the Withdrawal Charge, and recapture any Credit subject to recapture under the vesting schedule, and provide you the amount requested.

For purposes of determining the Withdrawal Charge, withdrawals of the Charge-Free Amount will be taken first from Purchase Payments, on a first-in, first-out basis. Withdrawals in excess of the Charge-Free Amount will come first from Purchase Payments, also on a first-in, first-out basis, and will be subject to Withdrawal Charges, if applicable, even if Earnings are available on that date. Once all Purchase Payments have been withdrawn, further

withdrawals will be taken from any remaining Earnings. Earnings are not subject to Withdrawal Charges.

We will waive all Withdrawal Charges upon receipt of due proof that the Owner or Joint Owner is Terminally Ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for at least three months from the Contract Date. This waiver is not available if the Contract has been assigned. In addition, any Credits subject to recapture under the vesting schedule will be recaptured.

Withdrawal Charges will never be greater than that permitted by any applicable law or regulation. Withdrawal Charges may be assessed upon settlement.

PROTECTED VALUE

The Protected Value is the amount which is:

applied to the guaranteed annuity purchase rates to produce the Guaranteed Minimum Income Benefit ("GMIB"); or

applied to provide a Guaranteed Minimum Death Benefit ("GMDB") for your beneficiaries.

If you elect the GMIB or GMDB features, you must elect, as applicable, a Protected Value option for the GMIB ("GMIB Protected Value option") and for the GMDB ("GMDB Protected Value option"). Certain Protected Value options may not be available. The Protected Value is calculated daily and, subject to the Protected Value option that you elect, if any, as shown on the Contract Data pages, and the restrictions described below, can be equal to (1) or (2) or to the greater of (1) and (2), where:

is the "Roll-Up." The Roll-Up is equal to the total Invested Purchase Payments made increased daily at an effective annual interest rate of 5% starting on the date that each Invested Purchase Payment is made, until the cap is reached ("Roll-Up Cap"), and is proportionally reduced by the effect of withdrawals. The Roll-Up Cap is equal to the sum of two times each Invested Purchase Payment and is proportionally reduced by the effect of withdrawals. Once the Roll-Up Cap is reached, the Roll-Up will be increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals; and

is the "Step-Up." Before the first Contract Anniversary, the Step-Up is the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals. The Step-Up on each Contract Anniversary will be reset to the greater of the previous Step-Up and the Contract Value as of such Contract Anniversary. Between Contract Anniversaries, the Step-Up will be increased by Invested Purchase Payments and proportionally reduced by the effect of withdrawals. If the calculation of the GMIB is to be done at a time when any Credit applied to a Purchase Payment is still within the vesting period for that Purchase Payment, as shown on the Contract Data pages, the Step-Up will first be adjusted to recapture the applicable percentage of the Credit. If the calculation of the GMDB is to be done at a time when any

Credit applied to a Purchase Payment has been applied either within one year prior to the date of death or after the date of death, the Step-Up will first be adjusted to recapture the portion of that Credit that is not vested. If the calculation of the GMDB is to be done at a time when any Credit applied to a Purchase Payment has been applied one year or more before the date of death, the Step-Up will not be adjusted to recapture that Credit.

After the Contract Anniversary coinciding with or next following the sole or older Owner's 80th birthday, we stop increasing the Protected Value, except by subsequent Invested Purchase Payments made on or after such Contract Anniversary. This means that, as applicable, we do not increase the Roll-Up by the effective annual interest rate, and we do not increase the Step-Up by any appreciation in the Contract Value. But when you make a withdrawal on or after such Contract Anniversary, we still reduce the Protected Value proportionally by the effect of that withdrawal.

Where the words "proportionally reduced by the effect of withdrawals" are used, the withdrawal reduces those values in the same proportion as it reduces the Contract Value. We calculate the proportion by dividing the Contract Value after the withdrawal (including Withdrawal Charges) by the Contract Value immediately prior to the withdrawal. The resulting percentage is multiplied by the applicable values (before the withdrawal) in determining the Protected Value.

GUARANTEED MINIMUM INCOME BENEFIT

The GMIB is a feature providing for the option to receive a guaranteed minimum income benefit with payments for life with a period certain. The GMIB is only available if you elect the GMDB. If available at that time, the GMIB feature must be elected when you purchase your Contract. Once elected, this election is not revocable until the end of the seventh Contract Year. Once the GMIB election is revoked, it cannot be reinstated. The amount of the GMIB Charge is based on the available GMIB Protected Value option that you elect. The calculation of the GMIB payout amount is described below. You may exercise the GMIB payout option after the Waiting Period. The Exercise Periods run for 30 days and begin on each Contract Anniversary after the Waiting Period ends.

GMIB Payout Amount: The GMIB Payout Amount is based on the age and sex of the Annuitant and Co-Annuitant, if applicable. After first deducting charges for any applicable taxes attributable to premiums, the GMIB payout amount will equal the greater of:

the GMIB Protected Value as of the date the exercise of the GMIB payout option is effective applied to the guaranteed annuity purchase rates and based on the period certain as described below; and

the Adjusted Contract Value as of the date the exercise of the GMIB payout option is effective applied to the current annuity purchase rates then in use and based on the period certain as described below.

Guaranteed Annuity Purchase Rates: The guaranteed annuity purchase rates are attached to this Contract and are based on 1. and 2., below:

the Guaranteed Interest Rate

The guaranteed interest rate used to calculate the guaranteed annuity purchase rates is based on the Contract Anniversary coinciding with or immediately preceding the date the exercise of the GMIB payout option is effective:

Contract Anniversary

Guaranteed Interest Rate

10-14

15 +

3.0%

3.5%

the Guaranteed Mortality Rate

The guaranteed mortality rate used to calculate the guaranteed annuity purchase rates is based on the Annuity 2000 valuation mortality table, with two-year age setbacks, ten-year generational setback and projected mortality improvements (modified Scale G), shown in the tables on page 20.

GMIB Annuity Payout Options:

There are two GMIB annuity payout options available:

GMIB Option 1: Single Life Payout Option: We will make monthly payments for as long as the Annuitant lives, with payments for a period certain. No payments are due after the death of the Annuitant or, if later, the end of the period certain.

GMIB Option 2: Joint Life Payout Option: In the case of an Annuitant and Co-Annuitant, we will make monthly payments for the joint lifetime of the Annuitant and Co-Annuitant, with payments for a period certain. Upon the death of the Annuitant or Co-Annuitant, payments will continue during the remaining lifetime of the survivor at 100% of the original monthly payment if the survivor is the Annuitant and, upon expiration of the period certain, will be reduced to 50% of the original monthly payment if the survivor is the Co-Annuitant. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the period certain.

There is no right of withdrawal under either payout option. Other payout frequencies may be available such as quarterly, semi-annually and annually.

The period certain for the GMIB is based on the Annuitant's age on the date the exercise of the GMIB payout option is effective, as follows:

Age	Period Certain
80 or less	
81	
82	
83	
84	
85-90	
10	

9 8 7 6 5 Exercise of the GMIB Payout Option: You may exercise the GMIB payout option by contacting us at the Annuity Service Center. We will

provide you with the necessary forms and inform you of any other information that we require for you to exercise this option. The exercise of the GMIB payout option will be effective when we receive all documentation and other information that we need at the Annuity Service Center during the Exercise Period. The Exercise Period for the GMIB payout option begins on any Contract Anniversary Date after the end of the applicable Waiting Period, shown below. Such Exercise Period ends 30 days after that Contract Anniversary Date, but no later than the Contract Anniversary following the Annuitant's age 90.

Waiting Period: The Waiting Period is based on the age of the sole or older of the Annuitant and Co-Annuitant at issue. The Waiting Period is as follows:

Age
At Issue
Contract Anniversary on which
Waiting Period Ends

0-45
46
47
48
49
50-80
15
14

GMIB Charge: To compensate us for assuming the risks associated with the GMIB, we charge an annual GMIB Charge. The fee is equal to a percentage of the average daily GMIB Protected Value and is deducted: 1) on each Contract Anniversary; 2) upon choice of an option under the Annuity and Settlement Options section of the contract; 3) upon revocation of the GMIB election; 4) upon a full withdrawal; and 5) upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then applicable GMIB Charge. The fee is pro-rated based on the portion of the Contract Year for which the GMIB was in effect. The amount of the fee is based on the GMIB Protected Value option that you elect. The GMIB Charge based on your election is shown on the Contract Data pages.

The fee is withdrawn from each investment option in the same proportion that the value of the Contract Value allocated to an investment option bears to the total Contract Value. Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the then applicable GMIB Charge, the GMIB Charge is deducted from the amount paid.

No GMIB Charge is charged after the Annuity Date, after revocation of the GMIB option, or after exercise of the GMIB payout option. Because we do not impose a new Waiting Period for each subsequent Purchase Payment, if you elect the GMIB, we reserve the right to limit subsequent Purchase Payments if we discover that by the timing of your Purchase Payments and withdrawals, your GMIB Protected Value is increasing in ways that are not intended. In determining whether to limit Purchase Payments, we will look at Purchase Payments which are disproportionately larger than the initial Purchase Payment and other actions that may artificially increase the GMIB Protected Value.

GUARANTEED MINIMUM DEATH BENEFIT

The GMDB is a feature providing for the option to receive an enhanced death benefit upon the death of the sole or last surviving Owner during the Accumulation Period. If available at that time, the GMDB feature must be elected when you purchase your Contract. The amount of the GMDB is based on the GMDB Protected Value option that you elect (see Protected Value section above). If the calculation of the death benefit is to be done at a time when any Credit applied to a Purchase Payment has been applied within one year of the date of death, the Contract Value will first be adjusted to

recapture the portion of that Credit that is not vested. If the calculation of the death benefit is to be done at a time when any Credit applied to a Purchase Payment has been applied one year or more from the date of death, the Contract Value will not be adjusted to recapture that Credit.

If you have elected the GMDB feature, and if a sole or last surviving Owner dies before the Annuity Date, the death benefit payable to your beneficiary will be as described below:

Upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a death benefit equal to the greater of:

the Contract Value, adjusted as described above, as of the date we receive due proof of death and any other documentation we need; and

the GMDB Protected Value as of the date we receive due proof of death and any other documentation we need.

If you do not elect the GMDB feature, upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a base death benefit equal to the greater of:

the Contract Value, adjusted as described above, as of the date we receive due proof of death and any other documentation we need; and

the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

If the ownership of the Contract changes as a result of an assignment, the value of the death benefit will be reset to the Contract Value as of the date of the assignment. Such value will be treated as a Purchase Payment made on that date for purposes of computing the death benefit.

The Beneficiary may, within 60 days of providing proof of death, elect to take the death benefit under one of the death benefit payout options listed below, provided that any payout option shall not include a period certain that exceeds the life expectancy of the Beneficiary. The Beneficiary will be the sole measuring life in determining the amount of any such payout option. If no payout option is selected within the 60 days, the death benefit will be payable as a lump sum.

If the primary Beneficiary of the Owner is the spouse of the Owner at the time of the Owner's death, the Contract will continue and the spouse will become the Owner. If the primary Beneficiary of the Joint Owner is the spouse of the Joint Owner at the time of the Joint Owner's death, the Contract will continue. In either case, the spouse may, within 60 calendar days of providing proof of death, elect to take the Adjusted Contract Value under any of the payout options available under this Contract. If the Contract continues, and the new Annuitant is older than the prior

Annuitant, the Annuity Date will be based on the age of the new Annuitant.

If the Owner and Joint Owner are not spouses at the time of the Owner or Joint Owner's death, the Contract will not continue, the amount payable will equal the Adjusted Contract Value, and the Beneficiary will be required to choose one of the death benefit payout options described below. In that event, the payout described in Choice 2 and the beginning of the distribution described in Choice 3 will be based on the date of death of the first to die of the Owner or Joint Owner.

The death benefit payout options are:

Choice 1 lump sum payment of the death benefit; or

Choice 2 the payment of the entire death benefit within 5 years of the date of death of the last to survive of the

Owner or Joint Owner; or

Choice 3 payment of the death benefit under an Annuity or Settlement Option over the lifetime of the

Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the last to survive of the Owner or Joint Owner.

If the Owner and Joint Owner are spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit not applied under Choice 3 within one year of the date of death of the survivor must be distributed within 5 years of the survivor's date of death. If the Owner and Joint Owner are not spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit, which is equal to the Adjusted Contract Value, not applied under Choice 3 within one year of the date of death of the first to die must be distributed within 5 years of the date of death of the first to die.

Once a death benefit becomes payable, the Payee's interest in any Annuity Benefit under the Contract will cease.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election, unless the Suspension or Deferral of Payments Provision is in effect.

DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD: If

the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant. If there is no surviving Co-Annuitant, and the Annuitant was not the

Owner, the Owner becomes the Annuitant. You have the right to name a new Annuitant within 60 days. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner, a new Annuitant may not be designated, and the Annuitant will be deemed to be the Owner for purposes of determining the death benefit.

DEATH OF ANNUITANT DURING THE ANNUITY PERIOD: If the

Annuitant dies on or after the Annuity Date, the Settlement Option then in effect will govern whether or not we will continue to make any payments. The death of a non-Annuitant Owner or Joint Owner has no effect on the payout during the Annuity Period.

PAYMENT OF DEATH BENEFIT: We will require due proof of death and any other documentation we request in Good Order before any death benefit is paid. All death benefits will be paid in accordance with applicable law or regulations governing death benefit payments.

SPECIAL TAX CONSIDERATIONS: There are special tax rules that apply to IRA and other qualified contracts during both the Accumulation Period and Annuity Period governing distributions upon the death of the Owner. These rules are contained in provisions in the attached endorsements and supersede any other distribution rules contained in the Contract.

The preceding provisions regarding the death of the Owner are intended to satisfy the distribution at death requirements of section 72(s) of the Internal Revenue Code of 1986, as amended. We reserve the right to amend this Contract by subsequent endorsement as necessary to comply with applicable tax requirements, if any, which are subject to change from time to time. Such additional endorsements, if necessary to comply with amended tax requirements, will be mailed to you and become effective within 30 days of mailing, unless you notify us in writing, within that time frame, that you reject the endorsement.

ANNUITY AND SETTLEMENT OPTIONS

GENERAL: On the Annuity Date, the Adjusted Contract Value will be applied under the Annuity or Settlement Option you have selected. If the payment under any option selected would be less than \$20 per month, we reserve the right to pay out the Adjusted Contract Value in a lump sum. We guarantee that the dollar amount of each payment, once determined, will not be affected by variations in mortality or expense experience.

SELECTION OF AN ANNUITY OR SETTLEMENT OPTION: You

may select an Annuity or Settlement Option by notifying us of the selected option in Good Order. If no Annuity or Settlement Option is selected, or if the chosen Option is not received in Good Order, Option 2, Life Income Annuity Option, will automatically be applied. You may, at any time prior to the Annuity Date, by a request in Good Order 30 days in advance, select and/or change the Annuity or Settlement Option.

ANNUITY AND SETTLEMENT OPTIONS: This Contract

provides for payments under one of the Annuity or Settlement Options described below. Any other Annuity or Settlement Option acceptable to us may be selected.

OPTION 1 - FIXED PERIOD ANNUITY OPTION. We will

make equal payments for a period you choose up to 25 years. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 1 shows the minimum amounts we will pay.

OPTION 2 - LIFE INCOME ANNUITY OPTION. We will

make payments for as long as the Annuitant lives, with payments certain for 120 months. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 2 shows the minimum amounts we will pay.

OPTION 3 - INTEREST PAYMENT SETTLEMENT OPTION. We will

credit interest on the Adjusted Contract Value at the rate of at least 3% until you request payment of all or part of the Adjusted Contract Value. At your choice, we will pay interest on the Adjusted Contract Value not yet withdrawn annually, semi-annually, quarterly or monthly. You may request full or partial payment of the Adjusted Contract Value provided, however, that if a partial payment is requested, the amount of any Adjusted Contract Value remaining after such requested amount is paid must be at least \$1,000. This option is not available for qualified contracts.

OTHER ANNUITY OR SETTLEMENT OPTIONS: We may offer

or consent to other settlement options, including life income annuity options with payments certain for a period of other than 120 months. Contact the representative who sold you the Contract or call the toll-free number listed on your quarterly statement for information.

ANNUITY: Unless you designate another Payee, you will be the Payee of the Annuity Payments. The Adjusted Contract Value will be applied to the applicable Annuity Table contained in this Contract based upon the Annuity Option you have selected. The amount of the first payment for each \$1,000 of Adjusted Contract Value is shown in the Annuity Tables. If when Annuity Payments begin we are using tables of annuity rates for these Contracts which result in larger Annuity Payments, we will use those tables instead. Annuity Payments will depend on the age and sex of the Annuitant, where permitted.

WITHDRAWAL CHARGES: If you choose Option 1 for a period of fewer than 5 years or Option 3, the Adjusted Contract Value will be subject to a Withdrawal Charge which will be applied in the same way as if you had made a full withdrawal on the Annuity Date. Any amount used to provide income under Option 1 for a period of 5 years or more or under Option 2 will be applied without charge. If you choose any other method of payment not described in this Contract, we will tell you if it is subject to a Withdrawal Charge.

BENEFICIARY

BENEFICIARY: The Beneficiary designation in effect on the Contract Date will remain in effect until changed. The Beneficiary is entitled to receive the benefits to be paid at the death of the last to die of the Owner or Joint Owner (or the first to die of the Owner or Joint Owner if the Owner and Joint Owner are not spouses at the time of the Owner's or Joint Owner's death) during the Accumulation Period. The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the

Owner. Other than primary Beneficiaries, Beneficiaries must be the same for both the Owner and Joint Owner.

When a Beneficiary is designated, any relationship shown is to the Owner unless otherwise specified.

To show priority among Beneficiaries, we will label the classes, so that the class with first priority is called the primary class, the class with next priority is called the secondary class, and so on. The following statements apply to Beneficiaries unless the Contract Data pages, Contract endorsement or any change request that we have processed specifies otherwise:

One who survives the last to die of the Owner and Joint Owner will have the right to be paid only if no one in a prior class survives the last to die of the Owner and Joint Owner.

One who has the right to be paid will be the only one paid if no one else in the same class survives the last to die of the Owner and Joint Owner.

Two or more in the same class who have the right to be paid will be paid in equal shares.

If no one survives the sole Owner, we will pay in one sum to the Owner's estate.

When there is insufficient evidence to determine the order of death then, unless state law prohibits, we will deem the Owner to be the last survivor and make payment to the Owner's Beneficiary.

Before we make a payment, we have the right to decide what proof we need of the identity, age or any other facts about any persons designated as Beneficiaries. If Beneficiaries are not designated by name and we make payment(s) based on that proof, we will not have to make the payment(s) again.

CHANGE OF BENEFICIARY: To initiate a change of Beneficiary, call the toll-free number listed on your statement or contact the representative who sold you the Contract. We may also ask you to send us the Contract. The change will take effect only when we process the request. Then, any previous Beneficiary's interest will end as of the date we receive the request in Good Order, even if the Owner or Joint Owner is not living when we process the request. We will not be liable for any payment made or action taken before we record the change.

SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS

FROM THE SEPARATE ACCOUNT

We reserve the right to suspend or postpone payments from the Separate Account for a withdrawal or transfer for any period when:

the New York Stock Exchange is closed (other than customary weekend and holiday closings);

trading on the New York Stock Exchange is restricted;

an emergency exists as a result of which disposal of shares of the Investment Options held in the Separate Account is not reasonably practicable or it is not reasonably practicable to determine the value of such shares; or

during any other period when the Securities and Exchange Commission, by order, so permits for the protection of Owners;

provided that applicable rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions described in (2) and (3) exist.

GENERAL PROVISIONS

THE CONTRACT: The entire Contract consists of this Contract, and any attached application, endorsements or riders. This Contract may be changed or altered only by our President or Secretary. Any change, modification or waiver must be made in writing. This Contract may not be modified by us without your consent except as may be required by applicable law, including changes necessary to comply with IRS requirements for annuity contracts, or as set forth in this Contract.

ASSIGNMENT OF A CONTRACT: A request in Good Order specifying the terms of an assignment of a Contract must be provided to the Annuity Service Center. We are under no obligation to verify the assignment's validity or sufficiency. We will not be liable for any payment made or action taken before we record the assignment. If any Owner is living on the Annuity Date and an assignment is in effect on that date, we have the right to pay the Contract Surrender Value in one lump sum to the assignee where notice in Good Order is received. Partial assignments, collateral or otherwise, are not allowed without our approval. We reserve the right to restrict or refuse any assignment.

An assignment which results in a change of ownership will affect the value of the death benefit. Please see the section of the Contract entitled, "Guaranteed Minimum Death Benefit," for more information.

We will not be responsible for the validity or tax consequences of any assignment. Any assignment made after the death benefit has become payable will be valid only with our consent.

If the Contract is assigned, your rights may only be exercised with the consent of the assignee of record.

NON-PARTICIPATING IN SURPLUS: This Contract
does not share in any distribution of our profits or surplus.

INCONTESTABILITY: We will not contest this Contract. We consider all statements made in the application for this Contract to be representations, not warranties.

MISSTATEMENT OF AGE OR SEX: We may require proof of age of the Annuitant before making any life contingent Annuity Payment provided for by this Contract. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the Contract Value would have provided at the true age or sex.

Once Annuity Payments have begun, any underpayments, with interest at 5%, will be made up in one sum with the next Annuity Payment, and overpayments, with interest at 5%, will be deducted from the future Annuity Payments until the total is repaid.

CONTRACT SETTLEMENT: This Contract must be returned to us upon any settlement.

REPORTS: We will send you a report four times each calendar year until the Annuity Date showing your Contract Value and other relevant information about your Contract. We will also furnish an annual report of the Separate Account. These reports will be sent to your last known address.

TAXES: Any taxes, including any Premium Taxes and any other type of tax (or component thereof) measured by or based upon any portion of the Purchase Payment we receive, paid to any governmental entity will be charged against the Contract Value, unless a deduction was made for this tax in calculating the Invested Purchase Payment amount. We will, in our sole discretion, determine when taxes have resulted from: the investment experience of the Separate Account; receipt by us of the Purchase Payment(s); or commencement of Annuity Payments. We may, at our discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. We reserve the right 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. We will deduct for any income taxes incurred by it as a result of the operation of the Separate Account whether or not there was a provision for taxes and whether or not it was sufficient. We will deduct any withholding taxes required by applicable law.

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.

PROTECTION OF PROCEEDS: No Beneficiary may commute, encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any Beneficiary or to any judicial process to levy upon or attach the same for payment thereof.

VALUES AND BENEFITS

Any cash values, paid up annuities and death benefits that may be available under this Contract are not less than the minimum benefits required by the law of any state in which this Contract is delivered.

ANNUITY SETTLEMENT TABLES

Tables 1 and 2 below are applied to the Adjusted Contract Value to compute the minimum amount of the annuity payment. Table 1 is used to compute the minimum annuity payment under Option 1 (Fixed Period Annuity Option). Table 2 is used to compute the minimum annuity payment under Option 2 (Life Income Annuity Option).

If the GMIB was elected, Table 2 or Table 3, as applicable, is applied to the GMIB Protected Value to compute the GMIB payout amount. Table 2 is used to compute the GMIB payout amount when annuitization occurs on or immediately after Contract Anniversaries 10 through 14, with 120 payments certain. Table 3 is used to compute the GMIB payout amount when annuitization occurs on or immediately after Contract Anniversaries 15 or later, with 120 payments certain. For annuitants of attained age 81 or more, the certain period is less than 10 years.

The rates in Tables 1, 2 and 3 are applied per \$1000 of Adjusted Contract Value or GMIB Protected Value, as applicable.

The annuity payments in Tables 2 and 3 are based on the Annuitant's Adjusted Age and sex. The Adjusted Age is the Annuitant's age last birthday prior to the date on which the first Annuity payment is due, adjusted as shown in the "Translation of Adjusted Age" Table.

When we computed the amounts shown in Tables 2 and 3, we adjusted the Annuity 2000 Mortality Table to an age last birthday basis, less two years, with projected mortality improvements (modified Scale G). We used an interest rate of 3% per year in preparing Table 2; we used an interest rate of 3 1/2% in preparing Table 3.

We will calculate annuities for other certain periods using the same interest and mortality assumptions as in Tables 2 and 3.

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY

CONTRACT. NON-PARTICIPATING. ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

Pruco Life Insurance Company

Phoenix, Arizona 85014

A Stock Company Subsidiary of

The Prudential Insurance Company of America

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE
ANNUITY CONTRACT**

Nonparticipating

ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

This is an annuity contract. Subject to the provisions of the Contract, and in consideration of any Purchase Payments you make and we accept, we will make Annuity Payments starting on the Annuity Date shown on the Contract Data pages.

Please read the Contract carefully; it is a legal contract between you and Pruco Life Insurance Company. Expense charges applicable to the Contract are shown on the Contract Data pages. If you have a question about the Contract, or a claim, see your representative or contact the Annuity Service Center.

Right to Cancel Contract

This Contract may be returned within [10] days after you receive it. It can be mailed or delivered to either us, at the Annuity Service Center, or the representative who sold it to you. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. The returned Contract will be canceled upon our receipt, and we will return your money in accordance with applicable law. Under certain circumstances, we have the right to allocate Purchase Payment(s) to the Money Market Subaccount until the expiration of the Right to Cancel period. If we so allocate Purchase Payment(s), we will refund the Purchase Payment(s), less any withdrawals, in the event of cancellation under the terms of this paragraph.

READ YOUR CONTRACT CAREFULLY

TABLE OF CONTENTS

CONTRACT DATA PAGES

DEFINITIONS

PURCHASE PAYMENTS

CONTRACT VALUE

VARIABLE SEPARATE ACCOUNT

DCA FIXED RATE INVESTMENT OPTION

FIXED RATE INVESTMENT OPTION

CONTRACT MAINTENANCE CHARGE

TRANSFERS

WITHDRAWALS

PROTECTED VALUE

GUARANTEED MINIMUM INCOME BENEFIT

GUARANTEED MINIMUM DEATH BENEFIT

ANNUITY AND SETTLEMENT OPTIONS

BENEFICIARY

SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS FROM THE SEPARATE ACCOUNT

GENERAL PROVISIONS

VALUES AND BENEFITS

ANNUITY SETTLEMENT TABLES

PURCHASE PAYMENTS:

Initial Purchase Payment:

Minimum Subsequent Purchase Payment: \$1,000. For IRA contracts, the Minimum Subsequent Purchase Payment is \$1,000. The Minimum Subsequent Purchase Payment for automatic purchase plans, if available, is \$100.

Annual Purchase Payment Limits: The total of all Purchase Payments made into this Contract in the first Contract Year may not exceed [\$20,000,000]. The total of all Purchase Payments made into this Contract in any Contract Year after the first Contract Year may not exceed [\$2,000,000]. Purchase Payments of greater value may be allowed with our prior approval.

Aggregate Purchase Payment Limit: The total of all Purchase Payments made into this Contract may not exceed [\$20,000,000]. Purchase Payments of greater value may be allowed with our prior approval.

BENEFICIARY:

As designated by Owner at Contract Date unless changed in accordance with the Contract provisions.

CONTRACT MAINTENANCE CHARGE:

If your Contract Value is less than \$50,000, we will charge a Contract Maintenance Charge of the lesser of \$30 or 2% of the Contract Value. This charge is deducted on the Contract Anniversary and when a surrender of the Contract occurs, if the Contract Value at the time is then less than \$50,000. The Contract Maintenance Charge will be deducted on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. During the Annuity Period, we reserve the right to assess an annual Contract Maintenance Charge of \$30. The decision to assess this charge may depend on the Annuity or Settlement Option selected. We reserve the right to increase the Contract Maintenance Charge, but it will not exceed \$60 per Contract Year, and to raise the Contract Value amount over which we will waive the Contract Maintenance Charge.

INSURANCE CHARGE:

This charge depends on whether you have elected the Guaranteed Minimum Death Benefit ("GMDB") feature and on the GMDB Protected Value option that you have elected. This charge is deducted daily from the assets in each of the Subaccounts. If you do not elect the GMDB feature, you do not elect a GMDB Protected Value option, and your death benefit is equal to the base death benefit as described in the GMDB section of the Contract.

☐ You have not elected the GMDB feature. Therefore, the daily rate is [0.00380909%], which is equivalent to an annual rate of [1.40%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the Roll-Up. Therefore, the daily rate is [0.00434896%], which is equivalent to an annual rate of [1.60%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the Step-Up. Therefore, the daily rate is [0.00434896%], which is equivalent to an annual rate of [1.60%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the greater of the Roll-Up and Step-Up. Therefore, the daily rate is [0.00461849%], which is equivalent to an annual rate of [1.70%].

GUARANTEED MINIMUM INCOME BENEFIT ("GMIB") CHARGE:

If you elect the GMIB, the charge depends on the GMIB Protected Value option that you have elected. The charge is calculated daily and deducted on each Contract Anniversary and pro-rata upon a full and certain partial withdrawals. The charge is deducted pro-rata from all Allocation Options to which your Contract Value is allocated.

☐ You have elected the GMIB and the GMIB Protected Value option of the Roll-Up. Therefore, the daily rate is [0.00068408%], which is equivalent to an annual rate of [0.25%].

☐ You have elected the GMIB and the GMIB Protected Value option of the Step-Up. Therefore, the daily rate is [0.00068408%], which is equivalent to an annual rate of [0.25%].

☐ You have elected the GMIB and the GMIB Protected Value option of the greater of the Roll-Up and Step-Up. Therefore, the daily rate is [0.00095723%], which is equivalent to an annual rate of [0.35%].]

☐ You have not elected the GMIB, and, therefore, there is no charge.

ALLOCATION OPTIONS:

VARIABLE INVESTMENT OPTIONS:

The following variable investment options are available through allocation to subaccounts of the Pruco Life Flexible Premium Variable Annuity Account. We reserve the right to limit the availability of the below options, if necessary, in order to comply with federal, state or local law.

- [The Prudential Series Fund
 - Davis Venture Value
 - Fidelity Large Cap Value
 - Prudential Large Cap Value Index
 - Wellington Growth and Income
 - MFS Capital Opportunities
 - Prudential Stock Index
 - Alliance Premier Growth
 - Jennison Growth
 - Marsico Large Cap Growth
 - Prudential Large Cap Growth Index
 - Fidelity Small/Mid Cap Value
 - Prudential Small Cap Value Index
 - Prudential Emerging Growth
 - Wellington Capital Appreciation
 - MFS Mid Cap Growth**
-

MFS New Discovery

Prudential Small Cap Growth Index

PIMCO Total Return

PIMCO High Yield

Strategic Partners Focused Growth Fund

Prudential Money Market

Alliance Technology

Conservative Lifestyle Portfolio

Moderate Lifestyle Portfolio

Moderately Aggressive Lifestyle Portfolio

Aggressive Lifestyle Portfolio

Jennison International

Prudential Global

Deutsche International Equity

Prudential International Index]

INTEREST RATE INVESTMENT OPTIONS:

The following interest rate investment options are currently available. We may add other options in the future.

[DCA FIXED RATE INVESTMENT OPTION

FIXED RATE INVESTMENT OPTION]

ALLOCATION GUIDELINES:

Currently, you may select any Allocation Option which is available at the time the Purchase Payment or transfer is made, with the exception of the DCA Fixed Rate Investment Option for which there may be certain limitations. An amount of at least \$5,000 must be allocated to the DCA Fixed Rate Investment Option, and at least 1% of the Invested Purchase Payment must be allocated to any other Allocation Option. Allocations made pursuant to automatic rebalancing or dollar cost-averaging (not part of a DCA Program) are not subject to these limitations. We reserve the right to limit the availability of the above Allocation Options, if necessary, in order to comply with federal, state or local law.

TRANSFERS:

Number of Transfers Permitted: Currently, there are no limits on the number

of transfers that can be made among Subaccounts. We reserve the right to change this, but the Owner will always be allowed at least 12 transfers among Subaccounts in a Contract Year.

Transfer Charge: The Transfer Charge for each transfer after the first 12 in a Contract Year is \$25. The charge is taken pro-rata from the Allocation Options from which the transfer is made. Transfers made due to automatic rebalancing or dollar cost-averaging (whether or not part of a DCA Program) will not be counted for purposes of the Transfer Charge. We reserve the right to increase this charge, but it will not exceed \$30.

Minimum Amount to be Transferred: Subject to the restrictions contained in the Contract on transfers, the minimum transfer amount is \$250 or your entire interest in any Allocation Option, if less. This requirement is waived if the transfer is pursuant to automatic rebalancing. The minimum periodic transfer amount for amounts transferred pursuant to the dollar cost averaging feature or from the DCA Fixed Rate Investment Option under a DCA Program is \$100.

WITHDRAWALS:

Withdrawal Charge: The Withdrawal Charge is a percentage of the amount withdrawn that is subject to a charge, and depends on the number of Contract Anniversaries that have elapsed since a Purchase Payment was made.

Number of Contract

Anniversaries Since Date

of Each Purchase

Payment

Withdrawal

Charge

[0

1

3 4 5 6 7 8 9 8%

8%

7%

6%

5%

4%

3%

2%

1%

0%]

Charge-Free Amount: A certain amount (the Charge-Free Amount) may be withdrawn without incurring a Withdrawal Charge. The Charge-Free Amount available in any current Contract Year is calculated as of the Contract Anniversary date and is equal to 10% of the sum of all Purchase Payments received in excess of all Purchase Payments withdrawn and is applied on a first-in, first-out basis.

Minimum Amount Which May Be Withdrawn: The minimum amount which may be withdrawn is [\$250]. The minimum amount which may be withdrawn under a systematic withdrawal plan is [\$100].

Minimum Contract Value Which Must Remain in the Contract After a Withdrawal: The minimum Contract Value which must remain in the Contract in order to keep the Contract in force after a withdrawal is \$2,000.

DCA FIXED RATE INVESTMENT OPTION:

Minimum Guaranteed Interest Rate: 3%

Initial Interest Segment Interest Rate: [7%]

FIXED RATE INVESTMENT OPTION:

Minimum Interest Crediting Rate: 3%

Initial Interest Segment Interest Rate: [5%]

ENDORSEMENTS:

[Individual Retirement Annuity Endorsement]

ANNUITY SERVICE CENTER:

[Annuity Service Center

P.O. Box 14215

New Brunswick, NJ 08906-4215]

DEFINITIONS

ACCUMULATION PERIOD: The period from, and including, the Contract Date to, but excluding, the Annuity Date.

ADJUSTED CONTRACT VALUE: The Contract Value as of the Annuity Date less any applicable Premium Tax Charge. The applicable

Annuity Table is applied to this amount to determine the initial Annuity Payment.

ALLOCATION OPTIONS: Those investment options available under the Contract as of any given time to which Contract Value may be allocated. Allocation Options as of the Contract Date are shown on the Contract Data pages.

ANNUITANT: The person named on the first page upon whose continuation of life any Annuity Payment involving life contingencies depends. If the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant, if the requirements for changing Annuity Date are met (see definition of Annuity Date). If there is no surviving or eligible Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You then have 60 days from the date we receive due proof of death of the Annuitant or Co-Annuitant to name a new Annuitant. If no new Annuitant is named during that 60 day period, the Owner will remain the Annuitant. You may not change an Annuitant or Co-Annuitant and may add or remove an Annuitant or Co-Annuitant only with our prior approval.

ANNUITY DATE: The date the first Annuity or Settlement Payment to the Payee is due. The Annuity Date is shown on the original Contract Data pages. You must have our permission to change the Annuity Date. If there is a new Annuitant due to the death of the Annuitant, and the new Annuitant is older than the prior Annuitant, the Annuity Date will be based on the age of the new Annuitant; however any such changed Annuity Date must be at least three years after the Contract Date, must be earlier than the date shown on the Contract Data pages, cannot be later than the Contract Anniversary next following the new Annuitant's 90th birthday and must be consistent with applicable law at the time.

ANNUITY OR SETTLEMENT PAYMENTS: The series

of payments made to you or any named payee after the Annuity Date as described under the Annuity or Settlement Option selected.

ANNUITY PERIOD: The period of time, beginning on the Annuity Date, during which Annuity or Settlement Payments are made.

ANNUITY SERVICE CENTER: The office indicated on the Contract Data pages to which notices, requests and Purchase Payments must be sent. All sums payable to us under the Contract must be sent to the Annuity Service Center. The Annuity Service Center address may be changed at any time. You will be notified in advance and in writing of any change in address.

BENEFICIARY: The person(s) or entity(ies) who has the right to receive the death benefit when the last survivor of the Owner or Joint Owner dies (or the first to die of the Owner or Joint Owner if the Owner and Joint Owner are not spouses at the time of the Owner's or Joint Owner's death). The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner.

BUSINESS DAY: Any day the New York Stock Exchange and the Company are open for business.

CHARGE-FREE AMOUNT: The Charge-Free Amount is a portion of the Contract Value that may be withdrawn without incurring a Withdrawal Charge.

CO-ANNUITANT: The person shown on the Contract Data pages who becomes the Annuitant upon the death of the Annuitant before the Annuity Date. No Co-Annuitant may be designated if the Owner is a non-natural person.

COMPANY: Pruco Life Insurance Company, an Arizona corporation.

CONTRACT ANNIVERSARY: The same day and month as the Contract Date in each later year.

CONTRACT DATE: The date shown on the Contract Data pages on which the first Contract Year begins.

CONTRACT SURRENDER VALUE: The Contract Value less any applicable Premium Tax Charge, Withdrawal Charge, GMIB Charge or Contract Maintenance Charge.

CONTRACT VALUE: The dollar value as of any Business Day prior to the Annuity Date of all amounts accumulated under this Contract.

CONTRACT YEAR: A year which starts on the Contract Date or on a Contract Anniversary.

DCA Fixed Rate Investment Option: A portion of the General Account into which you may allocate Invested Purchase Payments. It does not share in the investment experience of any Subaccount of the Variable Separate Account.

DCA Interest Segment: A DCA Interest Segment is a portion of the DCA Option that is created whenever you allocate all or part of an Invested Purchase Payment to the DCA Option.

DCA Program: A DCA Program permits you to allocate all or part of an Invested Purchase Payment to the DCA Option and automatically transfer amounts on a periodic basis from the DCA Option to selected Variable Investment Options for a given period of time.

EARNINGS: The excess of the Contract Value over the sum of all Purchase Payments made and not yet withdrawn.

ELIGIBLE HOSPITAL: An institution that meets either of the following requirements:

It is accredited as a hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organizations; or

It is legally operated, has 24-hour a day supervision by a staff of doctors, has 24-hour a day nursing service by registered graduate nurses, and either:

It mainly provides general inpatient medical care and treatment of sick and injured persons by the use of medical, diagnostic and major surgical facilities. All such facilities are located in it or are under its control; or

It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including x-ray and laboratory). All such facilities are located in it, are under its control, or are available to it under a written agreement with a hospital (as defined above) or with a specialized provider of these facilities.

An eligible hospital is not an institution, or part of one, that: (a) furnishes mainly homelike or custodial care, or training in the routines of daily living; or (b) is mainly a school.

ELIGIBLE NURSING HOME: An institution or special nursing unit of a hospital that meets at least one of the following requirements:

It is Medicare approved as a provider of skilled nursing care services;

It is licensed as a skilled nursing home or as an intermediate care facility by the state it is located in; or

It meets all the following requirements:

It is licensed as a nursing home by the state it is located in;

Its main function is to provide skilled, intermediate, or custodial nursing care;

It is engaged in providing continuous room and board accommodations to 3 or more persons;

It is under the supervision of a registered nurse (RN) or licensed practical nurse (LPN);

It maintains a daily medical record of each patient; and

It maintains control and records for all medications dispensed.

GOOD ORDER: An instruction received at the Annuity Service Center, utilizing such forms, signatures and datings as we require, that is sufficiently complete and clear that we do not need to exercise any discretion to follow such instructions. We will notify you if an instruction is not in Good Order.

INTEREST RATE INVESTMENT OPTION(S): Those interest rate option(s) available under the Contract as of any given time. Interest Rate Investment Option(s) as of the Contract Date are shown on the Contract Data pages.

INVESTED PURCHASE PAYMENTS: The balance of each Purchase Payment after we make any applicable deduction for: (1) Premium Tax Charge; and (2) charge for any other type of tax (or component thereof) measured by or based upon the amount of the Purchase Payment we receive.

JOINT OWNER: The spouse of the Owner, if named on the Contract Data pages as the Joint Owner, who shares ownership rights with the Owner as defined under this Contract. You may add, change or remove a Joint Owner, subject to our underwriting rules. The Contract may never have more than one Joint Owner. No Joint Owner is permitted for IRAs or other qualified contracts.

OWNER: The person or entity named on the Contract Data pages who has ownership rights as defined under the Contract provided that, if a Joint Owner is named, the Owner shares ownership rights with the Joint Owner. You may change the Owner subject to our underwriting rules. Any change of an Owner will be effective when we process the request.

PAYEE: The person who has a right to receive Annuity or Settlement Payments under the Annuity and Settlement Options provision of this Contract. The Payee can be designated as revocable or irrevocable at your discretion. If you do not designate a Payee at least 5 Business Days before the Annuity Date, the Owner will become the Payee.

PREMIUM TAX CHARGE: A charge which may be deducted from Purchase Payments or Contract Value for premium taxes owed by us to any governmental entity.

PURCHASE PAYMENT: A payment you make to this Contract.

SUBACCOUNT: Variable Separate Account assets are divided into Subaccounts. Assets of each Subaccount will be invested in shares of a Variable Investment Option.

TERMINALLY ILL: We consider someone terminally ill who has a life expectancy of six months or less. Proof of Terminal Illness must include a certification by a licensed physician.

VARIABLE INVESTMENT OPTION: Those investment options available under the Contract through the Subaccounts as of any given time. Variable Investment Options as of the Contract Date are shown on the Contract Data pages.

VARIABLE SEPARATE ACCOUNT: A segregated asset account maintained by us to support this and certain other contracts. The segregated asset account(s) available as of the Contract Date is shown on the Contract Data pages.

WE, OUR AND US: Pruco Life Insurance Company.

WITHDRAWAL CHARGES: A charge assessed on partial or full withdrawals or upon settlement (depending on the payout option chosen) during the Withdrawal Charge Period. The Withdrawal Charge equals a percentage, shown on the Contract Data pages, of the amount subject to the charge.

WITHDRAWAL CHARGE PERIOD: The number of Contract

Anniversaries since each Purchase Payment during which Withdrawal Charges are applied to withdrawals of amounts in the Contract. The Withdrawal Charge Period is shown on the Contract Data pages.

YOU AND YOUR: The Owner of the Contract if there is no Joint Owner; if there is a Joint Owner, the Owner and Joint Owner acting jointly. If we receive written authorization from both the Owner and Joint Owner in Good Order, then, upon our consent, we will allow either to represent the entire ownership interest in the Contract, until that authorization has been revoked by either party. This Contract will treat the Owner as having contributed 100% of the Purchase Payments. Therefore, we will treat the Owner as the taxpayer with respect to all distributions made under the Contract while he or she is the Owner, whether or not a Joint Owner is also named.

PURCHASE PAYMENTS

PURCHASE PAYMENTS: The initial Purchase Payment must be paid on the Contract Date. In general, subsequent Purchase Payments may be made at any time before the Annuity Date. However, no Purchase Payments may be made on or after the sole or older of the Owner's or Joint Owner's, or Annuitant's 80th birthday, and we reserve the right to decline any Purchase Payment. The Minimum Subsequent Purchase Payment, Annual Purchase Payment Limits and Aggregate Purchase Payment Limit are shown on the Contract Data pages.

ALLOCATION OF PURCHASE PAYMENTS: Invested Purchase Payments are allocated to one or more of the Allocation Options in accordance with your selection. The allocation of the initial Invested Purchase Payment is made in accordance with your selection made on the Contract Date. You may change the allocation of future Invested Purchase Payments at any time. If, after the Initial Invested Purchase Payment, we receive a Purchase Payment without allocation instructions, we will allocate the corresponding Invested Purchase Payment in the same proportion as the most recent Purchase Payment you made (unless that was a Purchase Payment you directed us to allocate on a one-time-only basis.) Assuming that all other requirements are received in Good Order, we reserve the right to allocate your initial Invested Purchase Payment to the Money Market Subaccount until we receive your allocation selection. In addition, the Company has reserved the right to allocate the initial Invested Purchase Payment to the Money Market Subaccount under the Right to Cancel Contract provision set forth on the face page of this Contract. All allocations of Invested Purchase Payments are subject to the Allocation Guidelines shown on the Contract Data pages.

Currently, you may select any Allocation Option which is available at the time the Purchase Payment or transfer is made, with the exception of the DCA Option for which there may be certain limitations. However, we reserve the right to limit this in the future. If the Purchase Payment and forms required to issue a Contract are in Good Order, the initial Invested Purchase Payment will be credited to your Contract within two (2) Business Days after receipt at the Annuity Service Center. Additional Invested Purchase Payments will be credited to your Contract as of the Business Day they are received.

CONTRACT VALUE

Your Contract Value is the total of all amounts credited to your Contract

as of any Business Day as a result of your initial Invested Purchase Payment and the increases and decreases described below.

On the Contract Date, the Contract Value is equal to the initial Invested Purchase Payment. After that, the Contract Value as of any Business Day is determined by starting with the Contract Value at the end of the previous day and adjusting it for items that increase it or decrease it.

Items that increase the Contract Value are: Invested Purchase Payments, positive investment performance in a Subaccount and interest credited to an Interest Rate Investment Option.

Items that decrease the Contract Value are: withdrawals and the charges associated with them; negative investment performance in a Subaccount; Insurance Charge; Contract Maintenance Charge, if applicable; GMIB Charge, if applicable; Transfer Charge; and any Premium Tax Charge or other tax charge.

Investment results and interest are credited daily and the Insurance Charge is deducted daily. The Contract Maintenance Charge is deducted annually as of the Contract Anniversary and upon a total withdrawal. The GMIB Charge is deducted annually as of the Contract Anniversary and pro-rata upon a total and certain partial withdrawals. Other charges are assessed only if the appropriate event occurs.

VARIABLE SEPARATE ACCOUNT

THE VARIABLE SEPARATE ACCOUNT: The Variable Separate Account is designated on the Contract Data pages. It consists of assets we have set aside and have kept separate from the rest of our assets and those of our other separate accounts. The assets of the Variable Separate Account, equal to reserves and other liabilities of your Contract and those of other owners, will not be charged with liabilities arising out of any other business we may conduct.

The Variable Separate Account assets are divided into Subaccounts. The assets of the Subaccount are allocated to the Variable Investment Option(s) shown on the Contract Data pages. We may restructure, eliminate or combine Subaccounts or add to or eliminate Variable Investment Option(s) from those shown. You may be permitted to transfer your Contract Value or allocate Invested Purchase Payments to the additional Subaccount(s). However, the right to make such transfers or allocations will be limited by any terms and conditions we may impose.

Should the shares of any Variable Investment Option(s) become unavailable for investment by the Variable Separate Account, we deem further investment in the shares inappropriate, or if required for tax reasons, we may limit further purchase of such shares or substitute shares of another Variable Investment Option for shares already purchased.

VALUATION OF ASSETS: The value of the shares held by the Subaccounts in the Variable Investment Options will be based on the net asset value of the Investment Option on each Business Day.

INSURANCE CHARGE: Each Business Day, we deduct an Insurance Charge from the Subaccounts of the Variable Separate Account which is equivalent, on an annual basis, to the amount shown on the Contract Data pages.

The amount of the Insurance Charge is based on whether you have elected the GMDB and on the GMDB Protected Value option that you elect, if any.

DCA FIXED RATE INVESTMENT OPTION

DCA PROGRAM: If a DCA Program is elected, you may allocate all or part of your Invested Purchase Payments to the DCA Fixed Rate Investment Option ("DCA Option"). The DCA Program provides for a systematic transfer of the funds allocated to the DCA option on a periodic basis from the DCA Option to selected Variable

Investment Options for a given number of payments. However, you may not transfer any Contract Value to the DCA Option from the other Allocation Options.

INTEREST TO BE CREDITED: A DCA Interest Segment is a portion of the DCA Option that is created when you allocate all or part of an Invested Purchase Payment to the DCA Option. We credit interest to the amount in each DCA Interest Segment daily at the daily equivalent of a specific rate declared for that DCA Interest Segment until the earliest of: 1) the date the amount in the DCA Interest Segment is transferred out of the DCA Interest Segment; 2) the date the amount in the DCA Interest Segment is withdrawn; 3) the date as of which any death benefit payable is determined, and 4) the Annuity Date. The initial Interest Segment Interest Rate applicable for Invested Purchase Payments allocated to the DCA Option on the Contract Date is shown on the Contract Data pages. Interest rates for future allocations to the DCA Option will be declared on or before the date when those allocations are made. The declared rates will never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data pages. The current effective interest rates can be found by contacting the representative who sold you this Contract or by calling the Annuity Service Center.

TRANSFERS: Invested Purchase Payments allocated to the DCA Option are transferred systematically on a periodic basis to the Variable Investment Options which you have specified. We will transfer the amount allocated in a series of equal payments on each transfer date such that the amount of each payment corresponds to the number of payments for the period selected for the transfers. The final transfer includes the interest credited during the period (but see below for the effect of withdrawals). The first periodic transfer from the DCA Option is made as of the date of the allocation of the applicable Invested Purchase Payment. Subsequent transfers are made on the periodic anniversary of the first transfer (for example, monthly or quarterly). The final transfer amount includes the interest credited during the elected period. Once the initial transfer has been processed, the transfer period may not be changed. The Variable Investment Options to which the transfers are being made may be changed. Transfers from the DCA Option do not count toward the maximum number of free transfers permissible under the Contract.

EFFECT OF WITHDRAWALS ON TRANSFERS: Withdrawals from the DCA Option are permitted. We will recalculate the periodic transfer amount to reflect the reduction in the DCA Option caused by the withdrawal. This recalculation may include some or all of the interest credited to the date of the next scheduled transfer. Any interest that is not included in the recalculated transfer amount

will be paid with the final transfer amount, unless there is another subsequent withdrawal. Deductions of the Contract Maintenance Charge, Insurance Charge and GMIB Charge are treated as withdrawals for this purpose. If a withdrawal reduces the periodic transfer amount to below \$100, the remaining balance in the DCA Option will be transferred to the Variable Investment Options that you had most recently selected for the DCA program on the next scheduled transfer date. If a withdrawal request does not specify the Allocation Options from which the withdrawal is to be made, we will take the withdrawal on a pro-rata basis from all Allocation Options to which your Contract Value is then allocated. Systematic withdrawals from the DCA Option are permitted.

DEFERRAL OF PAYMENTS OR TRANSFERS FROM THE GENERAL ACCOUNT: We reserve the right to defer payment for a withdrawal or transfer from the DCA Option for the period permitted by law, but for not more than six months after a request in Good Order is received by us at the Annuity Service Center.

FIXED RATE INVESTMENT OPTION

INTEREST RATE: The initial Interest Segment Interest Rate applicable to the Fixed Rate Investment Option on the Contract Date is shown on the Contract Data page. We will credit interest to amounts allocated to the Fixed Rate Investment Option at the daily equivalent of the rate shown for this Option. Interest rates for future allocations or transfers to this Option will be declared when those allocations or transfers are made. The declared rates will never be less than the Minimum Interest Crediting Rate shown on the Contract Data page.

INTEREST SEGMENT: An interest segment is created whenever you allocate or transfer an amount to the Fixed Rate Investment Option. We credit interest to the amount in each interest segment daily at a specific rate declared for that interest segment until the earliest of: the date it is withdrawn; the date it is transferred to another Allocation Option; the maturity date of the segment; and the date as of which a death benefit is determined.

TRANSFERS: At the maturity date of an interest segment, you have 30 days during which you may elect to transfer the amount in that interest segment into any of the Allocation Options available on that date, other than a DCA Option. Once you have made an election, and we have received it, it may not be reversed. Amounts that are transferred to another interest segment, if available at that time, during the 30 day period will receive the rate that is effective as of the maturity date for that interest segment. Amounts that you withdraw or transfer into another Allocation Option during the 30 day period will receive interest from the maturity date to the date of withdrawal or transfer at the rate that would have applied to those amounts had you taken no action within the 30 day period. If you do not make an election to transfer within 30 days following the maturity date of the segment, we will transfer the amount in the interest segment on the maturity date to an interest segment with the same duration to maturity as the maturing interest segment.

CONTRACT MAINTENANCE CHARGE

We deduct an annual Contract Maintenance Charge shown on the Contract Data page. We determine your Contract Value as of your Contract Anniversary and make any deductions required on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. If a total withdrawal is made on other than a Contract Anniversary, we will determine your Contract Value and make a deduction for the Contract Maintenance Charge the same as we would if it were a Contract Anniversary.

TRANSFERS

TRANSFERS DURING THE ACCUMULATION PERIOD: A transfer

is subject to the following:

the maximum number of transfers which may be made, the maximum number of transfers which are not subject to a Transfer Charge and the minimum amount which may be transferred are shown on the Contract Data pages;

a Transfer Charge is deducted if a transfer exceeds the maximum number of free transfers. The Transfer Charge is shown on the Contract Data pages. The Transfer Charge is deducted from the amount which is transferred;

a transfer will be effected as of the end of the Business Day when we receive a request in Good Order;

we are not responsible for the consequences resulting from a transfer made in accordance with your instructions;

your right to make transfers is subject to modification if we determine, in our sole opinion, that the exercise of the right by one or more Owners is, or would be, to the disadvantage of other Owners or if required to do so by applicable laws or regulations. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of other Owners or to ensure compliance with such laws or regulations. A modification could be applied to transfers to or from one or more of the Subaccounts and could include, but not be limited to:

the requirement of a minimum time period between each transfer;

not accepting a transfer request of an agent acting under a power of attorney on behalf of more than one Owner;

limiting the dollar amount that may be transferred among the Subaccounts by an Owner at any one time; or

restricting the number of transfers per year.

[No transfers are permitted after the Annuity Date.]

WITHDRAWALS

WITHDRAWALS: During the Accumulation Period, you may, upon a request in Good Order, make a total or partial withdrawal of the

Contract Surrender Value. You may specify the Allocation Option(s) from which a withdrawal will be taken. If you do not so specify, we will take the withdrawal on a pro-rata basis from all Allocation Option(s) to which your Contract Value is allocated.

We will pay the amount of any withdrawal within seven (7) days of receipt of request in Good Order unless the "Suspension or Deferral of Payments Provision" is in effect.

Each partial withdrawal must be for an amount which is not less than the amount shown on the Contract Data pages. The minimum Contract Value which must remain in the Contract after a partial withdrawal in order to keep the Contract inforce is shown on the Contract Data pages. If the amount of the withdrawal requested would reduce the Contract Value below this minimum, we will give you the maximum amount available that, with the Withdrawal Charge, would not reduce the Contract Value below such minimum. Special rules may apply for IRAs.

WITHDRAWAL CHARGE: A Withdrawal Charge may apply if you make a withdrawal during the Withdrawal Charge Period for a Purchase Payment. The amount of the Withdrawal Charge varies with the number of Contract Anniversaries that have elapsed since a Purchase Payment was made, and is a percentage, shown on the Contract Data pages, of the amount withdrawn that is subject to the charge. If a withdrawal is effective on the day before a Contract Anniversary, the Withdrawal Charge percentage used will be the one as of the following Contract Anniversary. If you request a partial withdrawal, we will deduct an amount from the Contract Value that is sufficient to pay the Withdrawal Charge and provide you the amount requested.

For purposes of determining the Withdrawal Charge, withdrawals of the Charge-Free Amount will be taken first from Purchase Payments, on a first-in, first-out basis. Withdrawals in excess of the Charge-Free Amount will come first from Purchase Payments, also on a first-in, first-out basis, and will be subject to Withdrawal Charges, if applicable, even if Earnings are available on that date. Once all Purchase Payments have been withdrawn, further withdrawals will be taken from any remaining Earnings. Earnings are not subject to Withdrawal Charges.

We will waive all Withdrawal Charges upon receipt of due proof that the Owner or Joint Owner is Terminally Ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for at least three months from the Contract Date. This waiver is not available if the Contract has been assigned.

Withdrawal Charges will never be greater than that permitted by any applicable law or regulation. Withdrawal Charges may be assessed upon settlement.

PROTECTED VALUE

The Protected Value is the amount which is:

applied to the guaranteed annuity purchase rates to produce the Guaranteed Minimum Income Benefit ("GMIB"); or

applied to provide a Guaranteed Minimum Death Benefit ("GMDB") for your beneficiaries.

If you elect the GMIB or GMDB features, you must elect, as applicable, a Protected Value option for the GMIB ("GMIB Protected Value option") and for the GMDB ("GMDB Protected Value option"). Certain Protected Value options may not be available. The Protected Value is calculated daily and, subject to the Protected Value option that you elect, if any, as shown on the Contract Data pages, and the restrictions described below, can be equal to (1) or (2) or to the greater of (1) and (2), where:

is the "Roll-Up". The Roll-Up is equal to the total Invested Purchase Payments made increased daily at an effective annual interest rate of 5% starting on the date that each Invested Purchase Payment is made, until the cap is reached ("Roll-Up Cap"), and is proportionally reduced by the effect of withdrawals. The Roll-Up Cap is equal to the sum of two times each Invested Purchase Payment and is proportionally reduced by the effect of withdrawals. Once the Roll-Up Cap is reached, the Roll-Up will be increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals; and

is the "Step-Up". Before the first Contract Anniversary, the Step-Up is the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals. The Step-Up on each Contract Anniversary will be reset to the greater of the previous Step-Up and the Contract Value as of such Contract Anniversary. Between Contract Anniversaries, the Step-Up will be increased by Invested Purchase Payments and proportionally reduced by the effect of withdrawals.

After the Contract Anniversary coinciding with or next following the sole or older Owner's 80th birthday, we stop increasing the Protected Value, except by subsequent Invested Purchase Payments made on or after such Contract Anniversary. This means that, as applicable, we do not increase the Roll-Up by the effective annual interest rate, and we do not increase the Step-Up by any appreciation in the Contract Value. But when you make a withdrawal on or after such Contract Anniversary, we still reduce the Protected Value proportionally by the effect of that withdrawal.

Where the words "proportionally reduced by the effect of withdrawals" are used, the withdrawal reduces those values in the same proportion as it reduces the Contract Value. We calculate the proportion by dividing the Contract Value after the withdrawal (including Withdrawal Charges) by the Contract Value immediately prior to the withdrawal. The resulting percentage is multiplied by the applicable values (before the withdrawal) in determining the Protected Value.

GUARANTEED MINIMUM INCOME BENEFIT

The GMIB is a feature providing for the option to receive a guaranteed minimum income benefit with payments for life with a period certain. The GMIB is available only if you elect the GMDB. If available at that time, the GMIB feature must be elected when you purchase your Contract. Once elected, this election is not revocable until the end of the seventh Contract Year. Once the GMIB election is revoked, it cannot be reinstated. The amount of the GMIB Charge is based on the available GMIB Protected Value

option that you elect. The calculation of the GMIB payout amount is described below. You may exercise the GMIB payout option after the Waiting Period. The Exercise Periods run for 30 days and begin on each Contract Anniversary after the Waiting Period ends.

GMIB Payout Amount: The GMIB Payout Amount is based on the age and sex of the Annuitant and Co-Annuitant, if applicable. After first deducting charges for any applicable taxes attributable to premiums, the GMIB payout amount will equal the greater of:

the GMIB Protected Value as of the date the exercise of the GMIB payout option is effective applied to the guaranteed annuity purchase rates and based on the period certain as described below; and

the Contract Value as of the date the exercise of the GMIB payout option is effective applied to the current annuity purchase rates then in use and based on the period certain as described below.

Guaranteed Annuity Purchase Rates: The guaranteed annuity purchase rates are attached to this Contract and are based on 1. and 2., below:

the Guaranteed Interest Rate

The guaranteed interest rate used to calculate the guaranteed annuity purchase rates is based on the Contract Anniversary coinciding with or immediately preceding the date the exercise of the GMIB payout option is effective:

Contract Anniversary

Guaranteed Interest Rate

10-14

15 +

3.0%

3.5%

the Guaranteed Mortality Rate

The guaranteed mortality rate used to calculate the guaranteed annuity purchase rates is based on the Annuity 2000 valuation mortality table, with

two-year age setbacks, ten-year generational setback and projected mortality improvements (modified Scale G), shown in the tables on page 20.

GMIB Annuity Payout Options:

There are two GMIB annuity payout options available:

GMIB Option 1: Single Life Payout Option: We will make monthly payments for as long as the Annuitant lives, with payments for a period certain. No payments are due after the death of the Annuitant or, if later, the end of the period certain.

GMIB Option 2: Joint Life Payout Option: In the case of an Annuitant and Co-Annuitant, we will make monthly payments for the joint lifetime of the Annuitant and Co-Annuitant, with payments for a period certain. Upon the death of the Annuitant or Co-Annuitant, payments will continue during the remaining lifetime of the survivor at 100% of the original monthly payment if the survivor is the Annuitant and, upon expiration of the period certain, will be reduced to 50% of the original monthly payment if the survivor is the Co-Annuitant. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the period certain.

There is no right of withdrawal under either payout option. Other payout frequencies may be available such as quarterly, semi-annually and annually.

The period certain for the GMIB is based on the Annuitant's age on the date the exercise of the GMIB payout option is effective, as follows:

Age

Period Certain

80 or less

81

82

83

84

85-90

9 8 7 6 5 Exercise of the GMIB Payout Option: You may exercise the GMIB payout option by contacting us at the Annuity Service Center. We will provide you with the necessary forms and inform you of any other information that we require for you to exercise this option. The exercise of the GMIB payout option will be effective when we receive all documentation and other information that we need at the Annuity Service Center during the Exercise Period. The Exercise Period for the GMIB payout option begins on any Contract Anniversary Date after the end of the applicable Waiting Period, shown below. Such Exercise Period ends 30 days after that Contract Anniversary Date, but no later than the Contract Anniversary following the Annuitant's age 90.

Waiting Period: The Waiting Period is based on the age of the sole or older of the Annuitant and Co-Annuitant at issue. The Waiting Period is as follows:

Age
At Issue
Contract Anniversary on which
Waiting Period Ends

0-45

47
48
49
50-80
15
14
13
12
11
10

GMIB Charge: To compensate us for assuming the risks associated with the GMIB, we charge an annual GMIB Charge. The fee is equal to a percentage of the average daily GMIB Protected Value and is deducted:
1) on each Contract Anniversary; 2) upon choice of an option under the Annuity and Settlement Options section of the contract; 3) upon revocation of the GMIB election; 4) upon a full withdrawal; and 5) upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then applicable GMIB Charge. The fee is pro-rated based on the portion of the Contract Year for which the GMIB was in effect. The amount of the fee is based on the GMIB Protected Value option that you elect. The GMIB Charge based on your election is shown on the Contract Data pages.

The fee is withdrawn from each investment option in the same proportion that the value of the Contract Value allocated to an investment option bears to the total Contract Value. Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the then applicable GMIB Charge, the GMIB Charge is deducted from the amount paid.

No GMIB Charge is charged after the Annuity Date, after revocation of the GMIB option, or after exercise of the GMIB payout option. Because we do not impose a new Waiting Period for each subsequent Purchase Payment, if you elect the GMIB, we reserve the right to limit

subsequent Purchase Payments if we discover that by the timing of your Purchase Payments and withdrawals, your GMIB Protected Value is increasing in ways that are not intended. In determining whether to limit Purchase Payments, we will look at Purchase Payments which are disproportionately larger than the initial Purchase Payment and other actions that may artificially increase the GMIB Protected Value.

GUARANTEED MINIMUM DEATH BENEFIT

The GMDB is a feature providing for the option to receive an enhanced death benefit upon the death of the sole or last surviving Owner during the Accumulation Period. If available at that time, the GMDB feature must be elected when you purchase your Contract. The amount of the GMDB is based on the GMDB Protected Value option that you elect (see Protected Value section).

If you have elected the GMDB feature, and if a sole or last surviving Owner dies before the Annuity Date, the death benefit payable to your beneficiary will be as described below:

Upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a death benefit equal to the greater of:

the Contract Value as of the date we receive due proof of death and any other documentation we need; and

the GMDB Protected Value as of the date we receive due proof of death and any other documentation we need.

If you do not elect the GMDB feature, upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a base death benefit equal to the greater of:

the Contract Value as of the date we receive due proof of death and any other documentation we need; and

the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

If the ownership of the Contract changes as a result of an assignment, the value of the death benefit will be reset to the Contract Value as of the date of the assignment. Such value will be treated as a Purchase Payment made on that date for purposes of computing the death benefit.

The Beneficiary may, within 60 days of providing proof of death, elect to take the death benefit under one of the death benefit payout options listed below, provided that any payout option shall not include a period certain that exceeds the life expectancy of the Beneficiary. The Beneficiary will be the sole measuring life in determining the amount of any such payout option. If no payout option is selected within the 60 days, the death benefit will be payable as a lump sum.

If the primary Beneficiary of the Owner is the spouse of the Owner at the time of the Owner's death, the Contract will continue and the spouse will become the Owner. If the primary Beneficiary of the Joint Owner is the spouse of the Joint Owner at the time of the Joint Owner's death, the Contract will continue. In either case, the spouse may, within 60 calendar days of providing proof of death, elect to take the Adjusted Contract Value under any of the payout options available under this Contract. If the Contract continues, and the new Annuitant is older than the prior Annuitant, the Annuity Date will be based on the age of the new Annuitant.

If the Owner and Joint Owner are not spouses at the time of the Owner or Joint Owner's death, the Contract will not continue, the amount payable will equal the Adjusted Contract Value, and the Beneficiary will be required to choose one of the death benefit payout options described below. In that event, the payout described in Choice 2 and the beginning of the distribution described in Choice 3 will be based on the date of death of the first to die of the Owner or Joint Owner.

The death benefit payout options are:

Choice 1 lump sum payment of the death benefit; or

Choice 2 the payment of the entire death benefit within 5 years of the date of death of the last to survive of the

Owner or Joint Owner; or

Choice 3 payment of the death benefit under an Annuity or Settlement Option over the lifetime of the

Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the last to survive of the Owner or Joint Owner.

If the Owner and Joint Owner are spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit not applied under Choice 3 within one year of the date of death of the survivor must be distributed within 5 years of the survivor's date of death. If the Owner and Joint Owner are not spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit, which is equal to the Adjusted Contract Value, not applied under Choice 3 within one year of the date of death of the first to die must be distributed within 5 years of the date of death of the first to die. Once a death benefit becomes payable, the Payee's interest in any Annuity Benefit under the Contract will cease.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election, unless the Suspension or Deferral of Payments

Provision is in effect.

DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD: If

the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant. If there is no surviving Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You have the right to name a new Annuitant within 60 days. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner, a new Annuitant may not be designated, and the Annuitant will be deemed to be the Owner for purposes of determining the death benefit.

DEATH OF ANNUITANT DURING THE ANNUITY PERIOD: If the

Annuitant dies on or after the Annuity Date, the Settlement Option then in effect will govern whether or not we will continue to make any payments. The death of a non-Annuitant Owner or Joint Owner has no effect on the payout during the Annuity Period.

PAYMENT OF DEATH BENEFIT: We will require due proof of death and any other documentation we request in Good Order before any death benefit is paid. All death benefits will be paid in accordance with applicable law or regulations governing death benefit payments.

SPECIAL TAX CONSIDERATIONS: There are special tax rules that apply to IRA and other qualified contracts during both the Accumulation Period and Annuity Period governing distributions upon the death of the Owner. These rules are contained in provisions in the attached endorsements and supersede any other distribution rules contained in the Contract.

The preceding provisions regarding the death of the Owner are intended to satisfy the distribution at death requirements of section 72(s) of the Internal Revenue Code of 1986, as amended. We reserve the right to amend this Contract by subsequent endorsement as necessary to comply with applicable tax requirements, if any, which are subject to change from time to time. Such additional endorsements, if necessary to comply with amended tax requirements, will be mailed to you and become effective within 30 days of mailing, unless you notify us in writing, within that time frame, that you reject the endorsement.

ANNUITY AND SETTLEMENT OPTIONS

GENERAL: On the Annuity Date, the Adjusted Contract Value will be applied under the Annuity or Settlement Option you have selected. If the payment under any option selected would be less than \$20 per month, we reserve the right to pay out the Adjusted Contract Value in a lump sum. We guarantee that the dollar amount of each payment, once determined, will not be affected by variations in mortality or expense experience.

SELECTION OF AN ANNUITY OR SETTLEMENT OPTION: You may

select an Annuity or Settlement Option by notifying us of the selected option in Good Order. If no Annuity or Settlement Option is selected, or if the chosen Option is not received in Good Order, Option 2, Life Income Annuity Option, will automatically be applied. You may, at any time prior to the Annuity Date, by a request in Good Order 30 days in advance, select and/or change the Annuity or Settlement Option.

ANNUITY AND SETTLEMENT OPTIONS: This Contract provides for payments under one of the Annuity or Settlement Options described below. Any other Annuity or Settlement Option acceptable to us may be selected.

OPTION 1 - FIXED PERIOD ANNUITY OPTION. We will make

equal payments for a period you choose up to 25 years. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 1 shows the minimum amounts we will pay.

OPTION 2 - LIFE INCOME ANNUITY OPTION. We will make

payments for as long as the Annuitant lives, with payments certain for 120 months. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 2 shows the minimum amounts we will pay.

OPTION 3 - INTEREST PAYMENT SETTLEMENT OPTION. We will

credit interest on the Adjusted Contract Value at the rate of at least 3% until you request payment of all or part of the Adjusted Contract Value. At your choice, we will pay interest on the Adjusted Contract Value not yet withdrawn annually, semi-annually, quarterly or monthly. You may request full or partial payment of the Adjusted Contract Value provided, however, that if a partial payment is requested, the amount of any Adjusted Contract Value remaining after such requested amount is paid must be at least \$1,000. This option is not available for qualified contracts.

OTHER ANNUITY OR SETTLEMENT OPTIONS: We may offer or

consent to other settlement options, including life income annuity options with payments certain for a period of other than 120 months. Contact the representative who sold you the Contract or call the toll-free number listed on your quarterly statement for information.

ANNUITY: Unless you designate another Payee, you will be the Payee of the Annuity Payments. The Adjusted Contract Value will be applied to the applicable Annuity Table contained in this Contract based upon the Annuity Option you have selected. The amount of the first payment for each \$1,000 of Adjusted Contract Value is shown in the Annuity Tables. If when Annuity Payments begin we are using tables of annuity rates for these Contracts which result in larger Annuity Payments, we will use those tables instead. Annuity Payments will depend on the age and sex of the Annuitant, where permitted.

WITHDRAWAL CHARGES: If you choose Option 1 for a period of fewer than 5 years or Option 3, the Adjusted Contract Value will be subject to a Withdrawal Charge which will be applied in the same way as if you had made a full withdrawal on the Annuity Date. Any amount used to provide income under Option 1 for a period of 5 years or more or under Option 2 will be applied without charge. If you choose any other method of payment not described in this Contract, we will tell you if it is subject to a Withdrawal Charge.

BENEFICIARY

BENEFICIARY: The Beneficiary designation in effect on the Contract Date will remain in effect until changed. The Beneficiary is entitled to receive the benefits to be paid at the death of the last to die of the Owner or Joint Owner (or the first to die of the Owner or Joint Owner if the Owner and Joint Owner are

not spouses at the time of the Owner's or Joint Owner's death) during the Accumulation Period. The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner. Other than primary Beneficiaries, Beneficiaries must be the same for both the Owner and Joint Owner.

When a Beneficiary is designated, any relationship shown is to the Owner unless otherwise specified.

To show priority among Beneficiaries, we will label the classes, so that the class with first priority is called the primary class, the class with next priority is called the secondary class, and so on. The following statements apply to Beneficiaries unless the Contract Data pages, Contract endorsement or any change request that we have processed specifies otherwise:

One who survives the last to die of the Owner and Joint Owner will have the right to be paid only if no one in a prior class survives the last to die of the Owner and Joint Owner.

One who has the right to be paid will be the only one paid if no one else in the same class survives the last to die of the Owner and Joint Owner.

Two or more in the same class who have the right to be paid will be paid in equal shares.

If no one survives the sole Owner, we will pay in one sum to the Owner's estate.

When there is insufficient evidence to determine the order of death then, unless state law prohibits, we will deem the Owner to be the last survivor and make payment to the Owner's Beneficiary.

Before we make a payment, we have the right to decide what proof we need of the identity, age or any other facts about any persons designated as Beneficiaries. If Beneficiaries are not designated by name and we make payment(s) based on that proof, we will not have to make the payment(s) again.

CHANGE OF BENEFICIARY: To initiate a change of Beneficiary, call the toll-free number listed on your statement or contact the representative who sold you the Contract. We may also ask you to send us the Contract. The change will take effect only when we process the request. Then, any previous Beneficiary's interest will end as of the date we receive the request in Good Order, even if the Owner or Joint Owner is not living when we process the request. We will not be liable for any payment made or action taken before we record the change.

SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS

FROM THE SEPARATE ACCOUNT

We reserve the right to suspend or postpone payments from the Separate Account for a withdrawal or transfer for any period when:
the New York Stock Exchange is closed (other than customary weekend and

holiday closings);

trading on the New York Stock Exchange is restricted;

an emergency exists as a result of which disposal of shares of the Investment Options held in the Separate Account is not reasonably practicable or it is not reasonably practicable to determine the value of such shares; or

during any other period when the Securities and Exchange Commission, by order, so permits for the protection of Owners;

provided that applicable rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions described in (2) and (3) exist.

GENERAL PROVISIONS

THE CONTRACT: The entire Contract consists of this Contract, and any attached application, endorsements or riders. This Contract may be changed or altered only by our President or Secretary. Any change, modification or waiver must be made in writing. This Contract may not be modified by us without your consent except as may be required by applicable law, including changes necessary to comply with IRS requirements for annuity contracts, or as set forth in this Contract.

ASSIGNMENT OF A CONTRACT: A request in Good Order specifying the terms of an assignment of a Contract must be provided to the Annuity Service Center. We are under no obligation to verify the assignment's validity or sufficiency. We will not be liable for any payment made or action taken before we record the assignment. If any Owner is living on the Annuity Date and an assignment is in effect on that date, we have the right to pay the Contract Surrender Value in one lump sum to the assignee where notice in Good Order is received. Partial assignments, collateral or otherwise, are not allowed without our approval. We reserve the right to restrict or refuse any assignment.

An assignment which results in a change of ownership will affect the value of the death benefit. Please see the section of the Contract entitled, "Guaranteed Minimum Death Benefit", for more information.

We will not be responsible for the validity or tax consequences of any assignment. Any assignment made after the death benefit has become payable will be valid only with our consent.

If the Contract is assigned, your rights may only be exercised with the consent of the assignee of record.

NON-PARTICIPATING IN SURPLUS: This Contract does not share in any distribution of our profits or surplus.

INCONTESTABILITY: We will not contest this Contract. We consider all statements made in the application for this Contract to be representations, not warranties.

MISSTATEMENT OF AGE OR SEX: We may require proof of age of the Annuitant before making any life contingent Annuity Payment provided for by this Contract. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the Contract Value would have provided at the true age or sex.

Once Annuity Payments have begun, any underpayments, with interest at 5%, will be made up in one sum with the next Annuity Payment, and overpayments, with interest at 5%, will be deducted from the future Annuity Payments until the total is repaid.

CONTRACT SETTLEMENT: This Contract must be returned to us upon any settlement.

REPORTS: We will send you a report four times each calendar year until the Annuity Date showing your Contract Value and other relevant information about your Contract. We will also furnish an annual report of the Separate Account. These reports will be sent to your last known address.

TAXES: Any taxes, including any Premium Taxes and any other type of tax (or component thereof) measured by or based upon any portion of the Purchase Payment we receive, paid to any governmental entity will be charged against the Contract Value, unless a deduction was made for this tax in calculating the Invested Purchase Payment amount. We will, in our sole discretion, determine when taxes have resulted from: the investment experience of the Separate Account; receipt by us of the Purchase Payment(s); or commencement of Annuity Payments. We may, at our discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. We reserve the right 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. We will deduct for any income taxes incurred by it as a result of the operation of the Separate Account whether or not there was a provision for taxes and whether or not it was sufficient. We will deduct any withholding taxes required by applicable law.

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.

PROTECTION OF PROCEEDS: No Beneficiary may commute, encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any Beneficiary or to any judicial process to levy upon or attach the same for payment thereof.

VALUES AND BENEFITS

Any cash values, paid up annuities and death benefits that may be available under this Contract are not less than the minimum benefits required by the law of any state in which this Contract is delivered.

ANNUITY SETTLEMENT TABLES

Tables 1 and 2 below are applied to the Adjusted Contract Value to compute the minimum amount of the annuity payment. Table 1 is used to compute the minimum annuity payment under Option 1 (Fixed Period Annuity Option). Table 2 is used to compute the minimum annuity payment under Option 2 (Life Income Annuity Option).

If the GMIB was elected, Table 2 or Table 3, as applicable, is applied to the GMIB Protected Value to compute the GMIB payout amount. Table 2 is used to compute the GMIB payout amount when annuitization occurs on or immediately after Contract Anniversaries 10 through 14, with 120 payments certain. Table 3 is used to compute the GMIB payout amount when annuitization occurs on or immediately after Contract Anniversaries 15 or later, with 120 payments certain. For annuitants of attained age 81 or more, the certain period is less than 10 years.

The rates in Tables 1, 2 and 3 are applied per \$1000 of Adjusted Contract Value or GMIB Protected Value, as applicable.

The annuity payments in Tables 2 and 3 are based on the Annuitant's Adjusted Age and sex. The Adjusted Age is the Annuitant's age last birthday prior to the date on which the first Annuity payment is due, adjusted as shown in the "Translation of Adjusted Age" Table.

When we computed the amounts shown in Tables 2 and 3, we adjusted the Annuity 2000 Mortality Table to an age last birthday basis, less two years, with projected mortality improvements (modified Scale G). We used an interest rate of 3% per year in preparing Table 2; we used an interest rate of 3 1/2% in preparing Table 3.

We will calculate annuities for other certain periods using the same interest and mortality assumptions as in Tables 2 and 3.

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY

CONTRACT. NON-PARTICIPATING. ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

[PRUDENTIAL FINANCIAL LOGO]

PRUCO LIFE INSURANCE COMPANY

Phoenix, Arizona 85014

a Prudential Financial company

ENDORSEMENT

This Endorsement is made a part of the Contract to which it is attached and is effective immediately. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The following hereby amends and supersedes the provisions of the Contract mentioned below.

We add the following new or revised definitions to the DEFINITIONS section of the Contract:

ADJUSTED CONTRACT VALUE: The Contract Value as of the Annuity Date, adjusted for any Market Value Adjustment, less any applicable Premium Tax Charge. The applicable Annuity Table is applied to this amount to determine the initial Annuity Payment.

CONTRACT SURRENDER VALUE: The Contract Value, adjusted for any Market Value Adjustment, less any applicable Premium Tax Charge, Withdrawal Charge, optional benefit charge or Contract Maintenance Charge.

GUARANTEED INTEREST RATE (GIR) PERIOD: The number of years for which a particular Guaranteed Interest Rate is applicable to an amount allocated or transferred to an MVA Option.

GUARANTEED INTEREST RATE (GIR): The interest rate applicable to an amount allocated or transferred to a Market Value Adjustment Option. The Guaranteed Interest Rate will never be less than [3%].

MARKET VALUE ADJUSTMENT OR MVA: The amount by which any portion of Contract Value in an MVA Option is adjusted if withdrawn, transferred or annuitized at any time other than the 30-day period immediately following the end of the Guaranteed Interest Rate Period. A Market Value Adjustment can be a positive or a negative adjustment. An MVA may be applied even if the Contract has been continued by a surviving spouse under the spousal continuance provision.

MARKET VALUE ADJUSTMENT (MVA) OPTION: An interest rate option that credits a declared interest rate for a stipulated period of time. Withdrawals or transfers may be subject to a Market Value Adjustment, which can be a positive or a negative adjustment. We may offer multiple MVA Options at any one time, each with a different interest rate and guarantee period. Amounts allocated or transferred to a Market Value Adjustment Option are held in the Separate Account identified on the Contract Data pages.

We add the following new section to the Contract:

MARKET VALUE ADJUSTMENT (MVA) OPTION

INTEREST SEGMENT: An interest segment is created whenever you allocate or transfer an amount to an MVA Option. You may have multiple interest segments associated with an MVA Option. We credit interest to the amount in each interest segment at the daily equivalent of the specific rate declared for that interest segment until the earliest of:

(1) the date the Contract is surrendered;

- (2) the date the amount is withdrawn;
- (3) the date the amount is transferred;
- (4) the maturity date of the interest segment;
- (5) the Annuity Date; and
- (6) the date as of which a death benefit is determined.

GUARANTEED INTEREST RATE (GIR) PERIOD: When you allocate or transfer an amount to an MVA Option, the option will have a GIR Period, which is the number of years for which the Guaranteed Interest Rate is applicable to that amount. The GIR Period will be a set number of years. We reserve the right to determine what MVA Options we will offer. You may not elect an MVA Option with a GIR Period that would mature after the Contract's Annuity Date.

Prior to the end of a GIR Period, we will notify you, at your last known address, of the available MVA Options and their corresponding GIR Periods offered by us at that time. You have 30 days immediately following the end of the current GIR Period to provide us a written request in Good Order to elect one of the following options:

- (1) elect that the amount in the interest segment be allocated to an MVA Option with the same or different GIR Period as your current GIR Period, provided that we are offering a GIR Period of that duration at that time.;
- (2) transfer the amount to another Allocation Option; or
- (3) withdraw the amount from the Contract.

You may elect different options for different portions of an interest segment, subject to the minimum amount restrictions applicable to withdrawals and transfers. Withdrawals from a maturing interest segment during this 30-day period will be subject to any applicable Withdrawal Charge but not the MVA. Transfers from a maturing interest segment during this 30-day period will not be subject to Transfer Charges or the MVA. If you elect to allocate the amount in a maturing interest segment to an MVA option with the same or different GIR period, the interest rate you receive will be the one available on the day we receive your election instructions.

If we do not receive a written request in Good Order during the 30-day period immediately following the end of a GIR Period, the amount in that interest segment will be transferred to the money market subaccount at the end of the 30-day period. Amounts that you withdraw or transfer during the 30-day period will receive interest until the date of withdrawal or transfer. The interest rate will be the current interest rate available for an MVA Option with the same GIR Period as the maturing interest segment, on that segment's maturity date. If we do not offer such a period, the interest rate will be the current rate associated with the MVA Option with the shortest GIR Period available at the time.

ALLOCATIONS AND TRANSFERS TO MVA OPTIONS: You may allocate up to 100% of your purchase payments to an MVA Option. You may transfer up to 100% of your Contract Value to an MVA Option, except that no transfers may be made from the DCA Option, and amounts held in the Fixed Rate Investment Option are subject to the restrictions on transfers set forth in the Contract. You may invest in one MVA Option or a combination of MVA Options

having different GIR Periods. The minimum allocation or transfer to any one MVA Option is \$1,000.

MARKET VALUE ADJUSTMENT (MVA): Amounts withdrawn from an MVA Option (including by transfer or annuitization), prior to the end of a GIR Period, may be subject to a Market Value Adjustment (MVA). The MVA is applied as a positive or negative adjustment to the applicable portion of the Contract Value by multiplying the withdrawal amount before deduction of any applicable Withdrawal Charge by the MVA factor.

The MVA factor is equal to:

[Equation]

where: i = is the Guaranteed Interest Rate currently credited to this interest segment at the time of the withdrawal, transfer, annuitization, or settlement;

j = is the current credited interest rate at the time of the withdrawal, transfer, annuitization, or settlement for an MVA Option having a GIR Period equal to the number of whole years remaining in this interest segment's GIR Period, plus one; and

n = is the number of months remaining in this interest segment's GIR Period (rounded up).

If we no longer offer a particular GIR Period, for the purpose of determining a rate for use in the MVA formula, we will use linear interpolation and the current rates of the GIR Periods closest in duration to those to be used in the formula. If we cannot interpolate, the current crediting rate for any GIR Period not being offered will be equal to:

- 1) the current Treasury spot rate for that GIR Period, plus
- 2) the current crediting rate for the next longer GIR Period then being offered, minus
- 3) the current Treasury spot rate for that next longer GIR Period.

The current rate (j) in the MVA formula is subject to the same Minimum Interest Crediting Rate as the GIR.

If the current rate (j) in the MVA formula is higher than the guaranteed rate (i) for an interest segment, the value of that segment will experience a negative MVA upon withdrawal, transfer, annuitization, or settlement. If the current rate (j) in the MVA formula is lower than the guaranteed rate (i) for an interest segment, the value of that segment may experience a positive MVA upon withdrawal, transfer, annuitization or settlement.

A Market Value Adjustment will not be applied to a withdrawal, transfer, annuitization, or settlement within 30 days immediately following the end of a GIR Period.

A Market Value Adjustment will not be applied to any cancellation of the Contract under the RIGHT TO CANCEL CONTRACT provision on the cover page of the Contract.

A Market Value Adjustment will not be applied when the death benefit is payable.

A Market Value Adjustment will not be applied for withdrawals after receipt of due proof that the Owner or Joint Owner is terminally ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for three months since the Contract Date.

WITHDRAWALS FROM MVA OPTIONS: A withdrawal from an interest segment associated with an MVA Option, within 30 days immediately following the end of its GIR Period, is not subject to the MVA. You may specify the interest segment or MVA Option from which you would like to make a withdrawal. If you specify an MVA Option, but not an interest segment, the withdrawal will be taken from the interest segment associated with that MVA Option that has the least time remaining until its maturity date. If you request a withdrawal from your contract, and do not provide specific instructions, we will take the withdrawal on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. In this situation, all funds in MVA Options will be summed and considered as one Allocation Option. The portion of the withdrawal associated with MVA Options will be taken from the interest segments with the least amount of time

remaining until the maturity date, regardless of the GIR period. A withdrawal from an MVA Option may be subject to an MVA, even if the withdrawal is not subject to a Withdrawal Charge because it is a Charge-Free Amount.

TRANSFERS FROM MVA OPTIONS:

A transfer from an interest segment associated with an MVA Option is subject to an MVA unless made during the 30 days immediately following the end of its GIR Period. You may specify the interest segment or MVA Option from which you would like to make a transfer. If you specify an MVA Option, but not an interest segment, the transfer will be taken from the interest segment associated with that MVA Option that has the least time remaining until its maturity date. Transfers from an interest segment within the 30 days immediately following the end of a GIR Period do not count toward the maximum number of transfers which may be made under the Contract. Transfers from an MVA Option at any other time count toward the maximum number of transfers which may be made under the Contract and may be subject to a Transfer Charge. Any Transfer Charge will be deducted from the unadjusted Contract Value before any adjustment for the MVA. If a transfer is being made from more than one interest segment or MVA Option, the applicable Transfer Charge will be proportionally deducted from the Contract Value associated with each MVA Option or interest segment. Any deduction for Transfer Charges will be made prior to the transfer. If a Transfer Charge is applicable, and the full amount in an interest segment or an MVA Option is being transferred, the Transfer Charge will be deducted first from the Contract Value, and the remaining amount will then be transferred. If a Transfer Charge is applicable, and the amount in an interest segment or MVA Option is insufficient to pay the Transfer Charge and provide the requested transfer amount, the Transfer Charge will be deducted first from the unadjusted Contract Value, and the remaining amount will then be transferred.

We reserve the right to defer payment for a withdrawal or transfer from an MVA Option for the period permitted by law, but for not more than six months after a request in Good Order is received by us at the Annuity Service Center.

Except as modified herein, all terms and conditions of the Contract remain unchanged.

Signed for Pruco Life Insurance Company

By: /s/ Clifford E. Kirsch

Secretary

[PRUDENTIAL LOGO] Pruco Life Insurance Company
2999 North 44th Street, Suite 250
Phoenix, Arizona 85014

a stock Prudential Financial company

This is an annuity contract. Subject to the provisions of the Contract, and in consideration of any Purchase Payments you make and we accept, we will make Annuity Payments starting on the Annuity Date shown on the Contract Data pages.

Please read the Contract carefully; it is a legal contract between you and Pruco Life Insurance Company. Expense charges applicable to the Contract are shown on the Contract Data pages. If you have a question about the Contract, or a claim, see your representative or contact the Annuity Service Center.

BENEFITS AND VALUES UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THEY ARE SUBJECT TO CHANGE BOTH UP AND DOWN AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. AMOUNTS DIRECTED INTO A MARKET VALUE ADJUSTMENT OPTION MAY BE ADJUSTED UPWARD OR DOWNWARD BY THE APPLICATION OF A MARKET VALUE ADJUSTMENT FORMULA. THE MARKET VALUE ADJUSTMENT APPLIES TO WITHDRAWALS AND AMOUNTS APPLIED TO PURCHASE AN ANNUITY. HOWEVER, SUCH PAYMENTS MADE BY US WITHIN THE 30 DAYS IMMEDIATELY FOLLOWING THE END OF A GUARANTEED INTEREST RATE PERIOD, PAYMENT OF THE CHARGE-FREE AMOUNT, AND A DEATH BENEFIT PAID DURING THE ACCUMULATION PHASE ARE NOT SUBJECT TO A MARKET VALUE ADJUSTMENT. SEE THE "MARKET VALUE ADJUSTMENT (MVA) OPTION" PROVISION FOR A DESCRIPTION OF THE FORMULA, AND THE VALUES AVAILABLE WITHOUT AN ADJUSTMENT.

RIGHT TO CANCEL CONTRACT

This Contract may be returned within 10 days (20 days in Idaho and North Dakota; 30 days in California if you are 60 years of age or older) after you receive it. It can be mailed or delivered to either the Annuity Service Center, or the representative who sold it to you. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. The returned Contract will be canceled upon our receipt, and we will return your money in accordance with applicable law. A Market Value Adjustment will not be applied to the amount paid during the Right to Cancel period. Under certain circumstances, we have the right to allocate Purchase Payment(s) to the Money Market Subaccount until the expiration of the Right to Cancel period. If we so allocate Purchase Payment(s), we will refund the Purchase Payments(s), less any withdrawals, in the event of cancellation under the terms of this paragraph.

READ YOUR CONTRACT CAREFULLY

Signed for Pruco Life Insurance Company, an Arizona Corporation.

/s/ Signature /s/ Signature
Secretary President

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT
NONPARTICIPATING

ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. MVA OPTIONS ARE SUBJECT TO MARKET VALUE ADJUSTMENTS.

TABLE OF CONTENTS

CONTRACT DATA PAGES	[3
DEFINITIONS	4
PURCHASE PAYMENTS	8
CONTRACT VALUE	8
CONTRACT MAINTENANCE CHARGE	9
VARIABLE SEPARATE ACCOUNT	9
FIXED RATE ACCOUNT	10
DOLLAR COST AVERAGING (DCA) FIXED RATE INVESTMENT OPTION	11
MARKET VALUE ADJUSTMENT (MVA) OPTION	12
TRANSFERS	14
WITHDRAWALS	15
[CREDIT ELECTION]	16
GUARANTEED MINIMUM DEATH BENEFIT	17
SPOUSAL CONTINUANCE	20
ANNUITY AND SETTLEMENT OPTIONS	21
BENEFICIARY	22
SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS	22
GENERAL PROVISIONS	23
VALUES AND BENEFITS	24
ANNUITY SETTLEMENT TABLES	24]

CONTRACT DATA

OWNER: [John Doe] SEX: [M] AGE AT ISSUE: [35]
JOINT OWNER: [Mary Doe] SEX: [F] AGE AT ISSUE: [35]
ANNUITANT: [John Doe] SEX: [M] AGE AT ISSUE: [35]
CO-ANNUITANT: [Mary Doe] SEX: [F] AGE AT ISSUE: [35]

CONTRACT NUMBER: [12345] CONTRACT DATE: [May 1, 2003]
PLAN TYPE: [Non-Qualified] ANNUITY DATE: [May 1, 2063]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: [\$10,000.00]

MINIMUM SUBSEQUENT PURCHASE PAYMENT: \$500. A lesser Minimum Subsequent Purchase Payment may apply to any available payroll deduction plan or other automatic purchase plan.

ANNUAL PURCHASE PAYMENT LIMITS: The total of all Purchase Payments made into this Contract in the first Contract Year may not exceed \$20,000,000. The total of all Purchase Payments made into this Contract in any Contract Year after the first Contract Year may not exceed \$2,000,000. Purchase Payments of greater value may be allowed with our prior approval.

AGGREGATE PURCHASE PAYMENT LIMIT: The total of all Purchase Payments made into this Contract may not exceed \$20,000,000. Purchase Payments of greater value may be allowed with our prior approval.

BENEFICIARY:

[As designated by Owner at Contract Date unless changed in accordance with the Contract provisions.]

INSURANCE CHARGE:

The Insurance Charge depends on whether you have elected the Guaranteed Minimum Death Benefit ("GMDB") feature and on the GMDB Protected Value option that you have elected. This charge is deducted daily from the assets in each of the Subaccounts. If you do not elect the GMDB feature, your death benefit is equal to the base death benefit as described in the Guaranteed Minimum Death Benefit section of the Contract.

☐ You have not elected the GMDB feature. The daily rate is [0.00448376%], which is equivalent to an annual rate of [1.65%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the GMDB Roll-Up. The daily rate is [0.00515678%], which is equivalent to an annual rate of [1.90%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the GMDB Step-Up. The daily rate is [0.00515678%], which is equivalent to an annual rate of [1.90%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the greater of the GMDB Roll-Up and the GMDB Step-Up. The daily rate is [0.00542552%], which is equivalent to an annual rate of [2.00%].

CONTRACT MAINTENANCE CHARGE

If your Contract Value is less than [\$100,000], we will charge a Contract Maintenance Charge of the lesser of [\$50] or 2% of the Contract Value. The charge is deducted on the Contract Anniversary and when a surrender of the Contract occurs, if the Contract Value at the time is then less than [\$100,000]. We reserve the right to raise the maximum Contract Maintenance Charge we may charge in a Contract Year, but it will not exceed \$60. We also reserve the right to raise the Contract Value amount over which we will waive the Contract Maintenance Charge.

VARIABLE SEPARATE ACCOUNT: [The Pruco Life Flexible Premium Variable Annuity Account]

INTEREST RATE INVESTMENT OPTIONS:

The following interest rate investment options are currently available. We may add other options in the future.

DOLLAR COST AVERAGING (DCA) FIXED RATE INVESTMENT OPTION:
MINIMUM GUARANTEED INTEREST RATE: [3%]

INITIAL INTEREST SEGMENT INTEREST RATE: [7% for the 6-month DCA Interest Segment]

FIXED RATE ACCOUNT:

MINIMUM GUARANTEED INTEREST RATE: [2% annually on all amounts allocated or transferred to a Fixed Rate Account interest segment prior to the tenth Contract Anniversary; 3% annually on all amounts allocated or transferred to a Fixed Rate Account interest segment on or after the tenth Contract Anniversary.]

INITIAL INTEREST SEGMENT INTEREST RATE: [5%] INITIAL BASE INTEREST CREDITING RATE: [4%] INITIAL ADDITIONAL INTEREST CREDITING RATE: [1%]

MARKET VALUE ADJUSTMENT (MVA) OPTION:
MINIMUM GUARANTEED INTEREST RATE: [3%]

INITIAL GUARANTEED MVA OPTION INTEREST RATE	INITIAL GUARANTEED PERIOD INTEREST RATE

☐ 1 Year	☐ 1 Year X%
☐ 2 Years	☐ 2 Years X%
☐ 3 Years	☐ 3 Years X%
☐ 4 Years	☐ 4 Years X%
☐ 5 Years	☐ 5 Years X%
☐ 6 Years	☐ 6 Years X%
☐ 7 Years	☐ 7 Years X%
☐ 8 Years	☐ 8 Years X%
☐ 9 Years	☐ 9 Years X%
☐ 10 Years	☐ 10 Years X%

ALLOCATION GUIDELINES:

Currently, you may select any Allocation Option which is available at the time the Purchase Payment or transfer is made. Allocations to the DCA Fixed Rate Investment Option may only be made from the Initial Purchase Payment and must be at least \$2,000. Allocations to any MVA Option must be at least \$1,000. Allocations to any other Allocation Option must be at least 1% of the Invested Purchase Payment. Allocations made pursuant to automatic rebalancing or dollar cost averaging (not part of the DCA Program) are not subject to these limitations. We reserve the right to limit the availability of the Allocation Options, if necessary, in order to comply with federal or state law.

WITHDRAWALS:

[WITHDRAWAL CHARGE: The Withdrawal Charge is a percentage of the amount withdrawn that is subject to a charge, and depends on the Contract Year in which the withdrawal is made.

Contract Year	Withdrawal Charge
1	7%
2	7%
3	7%
4 or later	0%]]

[CHARGE-FREE AMOUNT: A certain amount (the Charge-Free Amount) may be withdrawn during the Withdrawal Charge Period without incurring a Withdrawal Charge. The Withdrawal Charge Period is the maximum number of Contract Years during which a Withdrawal Charge will apply, as shown in the above table. Prior to the first Contract Anniversary, the Charge-Free Amount is equal to [10% of the initial Purchase Payment]. The Charge-Free Amount available in any subsequent Contract Year during the Withdrawal Charge Period is calculated as of the immediately preceding Contract Anniversary date, and is equal to [10% of the sum of gross Purchase Payments as of that Contract Anniversary date].]

MINIMUM AMOUNT WHICH MAY BE WITHDRAWN: The minimum amount which may be withdrawn is [\$250]. The minimum amount which may be withdrawn under a systematic withdrawal plan is [\$100].

MINIMUM CONTRACT VALUE WHICH MUST REMAIN IN THE CONTRACT AFTER A WITHDRAWAL: The minimum Contract Value which must remain in the Contract in order to keep the Contract in force after a withdrawal is [\$2,000].

CREDIT

If you elect to receive the Credit, we will add a Credit Amount to your Contract Value. The Credit Amount is equal to [X%] of the Contract Value on the applicable Credit Date.

If you elect to receive the Credit at your First Credit Date, we will make this same offer again prior to your Second Credit Date. IF YOU DO NOT ELECT TO RECEIVE THE CREDIT AT THE FIRST CREDIT DATE, WE WILL NOT MAKE THIS OFFER AGAIN, AND ANY SUBSEQUENT CREDIT OFFERS WILL NOT BE AVAILABLE TO YOU.

FIRST CREDIT DATE: [Third Contract Anniversary] SECOND CREDIT DATE: [Sixth Contract Anniversary]

CREDIT ELECTION WITHDRAWAL CHARGE: A percentage of the amount withdrawn after a Credit Date that is subject to a charge, and depends on the number of Contract years that have elapsed since the most recent Credit Date.

Contract Years Since Credit Date	Credit Election Withdrawal Charge
0	7%
1	7%
2	7%
3	0%]

The Credit is not available if the Annuitant or Co-Annuitant is age [81] or older on the Contract Date, or if your Contract has been continued under the "Spousal Continuation" provision.]

TRANSFERS:

NUMBER OF TRANSFERS PERMITTED: You will always be allowed at least 12 transfers among Allocation Options in a Contract Year. We may allow more transfers. If we do so, we will notify you in writing.

TRANSFER CHARGE: The Maximum Transfer Charge for each transfer after the first 12 in a Contract Year is \$30. Transfer Charges are taken pro-rata from the Allocation Options from which the transfer is made. Transfers made due to automatic rebalancing and dollar cost-averaging (whether or not part of a DCA Program) will not be counted for purposes of the Transfer Charge. Transfers from an MVA Option within 30 days after maturity of that MVA Option will not be subject to a Transfer Charge.

MINIMUM AMOUNT TO BE TRANSFERRED: Subject to the restrictions contained in the Contract on transfers, the minimum transfer amount is [\$250] or your entire interest in any Allocation Option, if less. This requirement is waived if the transfer is pursuant to automatic rebalancing. The minimum monthly transfer amount for amounts transferred pursuant to the dollar cost averaging feature or from the DCA Fixed Rate Investment Option under a DCA Program is [\$100].

ENDORSEMENTS:

[Individual Retirement Annuity Endorsement]

ANNUITY SERVICE CENTER:

[Annuity Service Center
P.O. Box 7960
Philadelphia, PA 19101
1-888-PRU-2888]

DEFINITIONS

ACCUMULATION PERIOD: The period from, and including, the Contract Date to, but excluding, the Annuity Date.

ADDITIONAL INTEREST CREDITING RATE: A rate of interest credited to any portion of the Initial Purchase Payment allocated to the Fixed Rate Account. The Additional Interest Crediting Rate will only be credited for one year from the date the allocation is made. The Additional Interest Crediting Rate will not apply to subsequent Purchase Payments or to amounts transferred to the Fixed Rate Account from any other Allocation Option.

ADJUSTED CONTRACT VALUE: The Contract Value as of the Annuity Date, adjusted for any Market Value Adjustment, less any applicable Premium Tax Charge [, Withdrawal Charge and Credit Election Withdrawal Charge]. The applicable Annuity Table is applied to this amount to determine the initial Annuity Payment.

ALLOCATION OPTIONS: Those investment options available under the Contract as of any given time to which Contract Value may be allocated.

ANNUITANT: The person named on the first page upon whose continuation of life any Annuity Payment involving life contingencies depends. You may only change the Annuitant with our prior approval. If the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant, if the requirements for changing the Annuity Date are met (see definition of Annuity Date). If there is no surviving or eligible Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You then have 60 days from the date we receive due proof of death of the Annuitant or Co-Annuitant to name a new Annuitant. If no new Annuitant is named during that 60-day period, the Owner will remain the Annuitant.

ANNUITY DATE: The date the first Annuity or Settlement Payment to the Payee is due. The Annuity Date is shown on the original Contract Data pages. You may change the Annuity Date only with our permission. After the first Contract Year, any such changed Annuity Date must be earlier than the date shown on the Contract Data pages, cannot precede the third Contract Anniversary, and must be consistent with applicable law at the time. If there is a new Annuitant due to the death of the Annuitant or the assignment of the Contract, and the new Annuitant is older than the prior Annuitant, the Annuity Date will be based on the age of the new Annuitant; however any such changed Annuity Date must be earlier than the date shown on the Contract Data pages, cannot be later than the Contract Anniversary next following the new Annuitant's 95th birthday and must be consistent with applicable law at the time. The maximum annuity age is 95.

ANNUITY OR SETTLEMENT PAYMENTS: The series of payments made to you or any named payee after the Annuity Date as described under the Annuity or Settlement Option selected.

ANNUITY PERIOD: The period of time, beginning on the Annuity Date, during which Annuity or Settlement Payments are made.

ANNUITY SERVICE CENTER: The office indicated on the Contract Data pages to which notices, requests and Purchase Payments must be sent. The Annuity Service Center address may be changed at any time. You will be notified in advance and in writing of any change in address.

BASE INTEREST CREDITING RATE: A rate of interest credited to amounts allocated or transferred to the Fixed Rate Account. The Base Interest Crediting Rate will be declared on or before the date on which allocations or transfers are made.

BENEFICIARY: The person(s) or entity(ies) who has the right to receive the death benefit upon the death of the first to die of the Owner or Joint Owner. The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner.

BUSINESS DAY: Any day the New York Stock Exchange and the Company are open for business.

[**CHARGE-FREE AMOUNT:** The Charge-Free Amount is a portion of the Contract Value that may be withdrawn without incurring a Withdrawal Change.]

CO-ANNUITANT: The person shown on the Contract Data pages who becomes the Annuitant upon the death of the Annuitant before the Annuity Date. No Co-Annuitant may be designated if the Owner is a non-natural person.

COMPANY: Pruco Life Insurance Company, an Arizona corporation.

CONTRACT ANNIVERSARY: The same day and month as the Contract Date in each later year.

CONTRACT DATE: The date shown on the Contract Data pages on which the first Contract Year begins.

CONTRACT SURRENDER VALUE: The Contract Value, adjusted for any Market Value Adjustment, less any applicable Premium Tax Charge, [Withdrawal Charge, Credit Election Withdrawal Charge,] Contract Maintenance Charge, or charge for any optional benefit added by endorsement.

CONTRACT VALUE: The dollar value as of any Business Day prior to the Annuity Date of all amounts accumulated under this Contract.

CONTRACT YEAR: A year which starts on the Contract Date or on a Contract Anniversary.

[CREDIT: An amount we add to your Contract Value if you elect to receive a Credit.]

[CREDIT ELECTION: Your election to have a Credit amount added to your Contract Value in accordance with the "Credit" provision of this Contract. At least 30 calendar days prior to the applicable Credit Date, we will notify you of your option to make a Credit Election. In order to have the Credit amount added to your Contract Value, we must receive your Credit Election in Good Order no later than the applicable Credit Date.]

DOLLAR COST AVERAGING (DCA) FIXED RATE INVESTMENT OPTION: A portion of the General Account into which you may allocate all or part of the Initial Purchase Payment. It does not share in the investment experience of any Subaccount of the Variable Separate Account.

DOLLAR COST AVERAGING (DCA) INTEREST SEGMENT: A DCA Interest Segment is a portion of the DCA Option that is created if you allocate all or part of the Initial Purchase Payment to the DCA Option.

DOLLAR COST AVERAGING (DCA) PROGRAM: A DCA Program permits you to allocate all or part of the Initial Purchase Payment to the DCA Option and automatically transfer amounts on a monthly basis from the DCA Option to selected Allocation Options for a given period of time.

DUE PROOF OF DEATH: An original certified copy of an official death certificate, an original certified copy of a decree of a court of competent jurisdiction as to the finding of death, and/or any other proof of death satisfactory to us.

EARNINGS: The excess of the Contract Value over the sum of all Purchase Payments made and not yet withdrawn.

ELIGIBLE HOSPITAL: An institution that meets either of the following requirements:

1. It is accredited as a hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organization; or
2. It is legally operated, has 24-hour a day supervision by a staff of doctors, has 24-hour a day nursing service by registered graduate nurses, and either:

(a) It mainly provides general inpatient medical care and treatment of sick and injured persons by use of medical, diagnostic and major surgical facilities. All such facilities are located in it or are under its control; or

(b) It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including x-ray and laboratory). All such facilities are located in it, are under its control, or are available to it under a written agreement with a hospital (as defined above) or with a specialized provider of these facilities.

An eligible hospital is not an institution, or part of one, that: (a) furnishes mainly homelike or custodial care, or training in the routines of daily living; or (b) is mainly a school.

ELIGIBLE NURSING HOME: An institution or special nursing unit of a hospital that meets at least one of the following requirements:

1. It is Medicare approved as a provider of skilled nursing care services;
2. It is licensed as a skilled nursing home or as an intermediate care facility by the state it is located in; or
3. It meets all of the following requirements:
 - (a) It is licensed as a nursing home by the state it is located in;
 - (b) Its main function is to provide skilled, intermediate, or custodial nursing care;
 - (c) It is engaged in providing continuous room and board accommodations to 3 or more persons;
 - (d) It is under the supervision of a registered nurse (RN) or licensed practical nurse (LPN);
 - (e) It maintains a daily medical record of each patient; and
 - (f) It maintains control and records for all medications dispensed.

FIXED RATE ACCOUNT: A portion of the General Account into which you may allocate Invested Purchase Payments or transfer Contract Value. It does not share in the investment experience of any Subaccount of the Variable Separate Account. The Fixed Rate Account is only available during the Accumulation Period.

GENERAL ACCOUNT: Our general investment account which contains all of our assets with the exception of the Variable Separate Account and other segregated asset accounts.

GOOD ORDER: Any instruction received at the Annuity Service Center, utilizing such forms, signatures and datings as we require, that is sufficiently complete and clear that we do not need to exercise any discretion to follow such instructions. We will notify you if an instruction is not in Good Order.

GUARANTEED INTEREST RATE (GIR): The interest rate applicable to an amount allocated or transferred to a Market Value Adjustment Option. The Guaranteed Interest Rate will never be less than the Minimum Guaranteed Interest Rate for an MVA Option, as shown on the Contract Data pages.

GUARANTEED INTEREST RATE (GIR) PERIOD: The number of years for which a particular Guaranteed Interest Rate is applicable to an amount allocated or transferred to an MVA Option.

INTEREST RATE INVESTMENT OPTIONS: Those interest rate option(s) available under the Contract as of any given time. Interest Rate Investment Option(s) as of the Contract Date are shown on the Contract Data pages.

INTEREST SEGMENT INTEREST RATE: The rate at which interest is credited to a One-Year Interest Segment under the Fixed Rate Account. It is equal to the sum of the Base Interest Crediting Rate and any applicable Additional Interest Crediting Rate.

INVESTED PURCHASE PAYMENTS: The balance of each Purchase Payment after we make any applicable deduction for: (1) Premium Tax Charge; and (2) charge for any other type of tax (or component thereof) measured by or based upon the amount of the Purchase Payment we receive.

JOINT OWNER: The person, if named on the Contract Data pages as the Joint Owner, who shares ownership rights with the Owner, as defined under this Contract, and has the right to receive a death benefit upon the death of the Owner. You may add, change, or remove a Joint Owner, subject to our rules. The Contract may never have more than one Joint Owner. No Joint Owner is allowed for IRAs or other tax-qualified contracts. Unmarried persons who wish to own the Contract jointly should consult with their tax advisor.

LICENSED PHYSICIAN: A person licensed in the United States to practice the healing arts acting within the scope of his or her license in treating an injury or illness. It does not include You, the Annuitant or an immediate family member.

MARKET VALUE ADJUSTMENT OR MVA: The amount by which any portion of Contract Value in an MVA Option is adjusted if withdrawn, transferred or annuitized at any time other than the 30-day period immediately following the end of the Guaranteed Interest Rate Period. A Market Value Adjustment can be a positive or a negative adjustment. An MVA may be applied even if the Contract has been continued by a surviving spouse under the "Spousal Continuance" provision.

MARKET VALUE ADJUSTMENT (MVA) OPTION: An interest rate option that credits a declared interest rate for a stipulated period of time. Withdrawals or transfers may be subject to a Market Value Adjustment, which can be a positive or a negative adjustment. We may offer multiple MVA Options at any one time, each with a different interest rate and guarantee period. Assets of MVA Options are held in a non-unitized Separate Account. They do not share in the investment experience of any Subaccount of the Variable Separate Account.

OWNER: The person or entity named on the Contract Data pages who has ownership rights as defined under the Contract provided that, if a Joint Owner is named, the Owner shares ownership rights with the Joint Owner, as defined under this Contract, and has the right to receive a death benefit upon the death of the Joint Owner. You may change the Owner subject to our rules. Any change of an Owner will be effective when we process the request.

PAYEE: The person who has a right to receive Annuity or Settlement Payments under the Annuity and Settlement Options provision of this Contract. The Payee can be designated as revocable or irrevocable at your discretion. If you do not designate a Payee at least 5 Business Days before the Annuity Date, the Owner will become the Payee.

PREMIUM TAX CHARGE: A charge which may be deducted from Purchase Payments or Contract Value for premium taxes owed by us to any governmental entity.

PURCHASE PAYMENT: A payment you make to this Contract.

SPOUSAL CONTINUANCE: A feature under the Contract that allows the surviving spouse of a deceased Owner to continue the Contract, in lieu of receiving a death benefit.

SUBACCOUNT: Variable Separate Account assets are divided in Subaccounts. Assets of each Subaccount will be invested in shares of Variable Investment Options.

TERMINALLY ILL: The Owner is Terminally Ill if a condition of the Owner occurs, beginning any time after the Contract Date, which a licensed physician certifies will reasonably be expected to result in the death of the Owner within 6 months or less.

VARIABLE INVESTMENT OPTION: Those investment options available under the Contract through the Subaccounts as of any given time.

VARIABLE SEPARATE ACCOUNT: A segregated asset account maintained by us to support this and certain other contracts. The segregated asset account(s) available as of the Contract Date is shown on the Contract Data pages.

WE, OUR AND US: Pruco Life Insurance Company.

[WITHDRAWAL CHARGES: A charge assessed on partial or full withdrawals or upon settlement (depending on the payout option chosen) during the Withdrawal Charge Period. The Withdrawal Charge equals a percentage, shown on the Contract Data pages, of the amount subject to the charge.]

[WITHDRAWAL CHARGE PERIOD: The number of Contract Years during which Withdrawal Charges are applied to withdrawals of amounts in the Contract. The Withdrawal Charge Period is shown on the Contract Data pages.]

YOU AND YOUR: The Owner of the Contract if there is no Joint Owner; if there is a Joint Owner, the Owner and Joint Owner acting jointly. If we receive written authorization from both the Owner and Joint Owner in Good Order, then, upon our consent, we will allow either to represent the entire ownership interest in the Contract, until that authorization has been revoked by either party. This Contract will treat the Owner as having contributed 100% of the Purchase Payments. Therefore, we will treat the Owner as the taxpayer with respect to all distributions made under the Contract while he or she is the Owner, whether or not a Joint Owner is also named.

PURCHASE PAYMENTS

PURCHASE PAYMENTS: The initial Purchase Payment must be paid on the Contract Date. In general, subsequent Purchase Payments may be made at any time before the Annuity Date. However, no Purchase Payments may be made on or after the sole or older of the Owner's or Joint Owner's, or Annuitant's 85th birthday, and we reserve the right to decline any Purchase Payment. The Minimum Subsequent Purchase Payment, Annual Purchase Payment Limits and Aggregate Purchase Payment Limit are shown on the Contract Data pages.

ALLOCATION OF PURCHASE PAYMENTS: Invested Purchase Payments are allocated to one or more of the Allocation Options in accordance with your selection. The allocation of the initial Invested Purchase Payment is made in accordance with your selection made on the Contract Date. You may change the allocation of future Invested Purchase Payments at any time. If, after the Initial Purchase Payment, we receive a Purchase Payment without allocations instructions, we will allocate the corresponding Invested Purchase Payment in the same proportion as the most recent Purchase Payment you made (unless that was a Purchase Payment you directed us to allocate on a one-time only basis.) If the only previous Purchase Payment made under the Contract was the Initial Purchase Payment and any part of it had been allocated to the DCA Option, then no part of the current Purchase Payment will be allocated to the DCA Option and the proportional allocation to the other Allocation Options will be adjusted to reflect this. Assuming that all other requirements are received in Good Order, we reserve the right to allocate your initial Invested Purchase Payment to the Money Market Subaccount until we receive your allocation selection. In addition, the Company has reserved the right to allocate the initial Invested Purchase Payment to the Money Market Subaccount under the Right to Cancel Contract provision shown on the cover page of this Contract. All allocations of Invested Purchase Payments are subject to the Allocation Guidelines shown on the Contract Data pages.

Currently, you may select as many of the available Allocation Options as you wish. However, we reserve the right to limit this in the future. If the Purchase Payment and forms required to issue a Contract are in Good Order, the initial Invested Purchase Payment will be credited to your Contract within two (2) Business Days after receipt at the Annuity Service Center. Additional Invested Purchase Payments will be credited to your Contract as of the Business Day they are received.

CONTRACT VALUE

Your Contract Value is the total of all amounts credited to your Contract as of any Business Day as a result of your initial Invested Purchase Payment and the increases and decreases described below.

On the Contract Date, the Contract Value is equal to the initial Invested Purchase Payment. After that, the Contract Value as of any Business Day is determined by starting with the Contract Value at the end of the previous day and adjusting it for items that increase it or decrease it.

Items that increase the Contract Value are: Invested Purchase Payments, interest credited under any Interest Rate Investment Option, [any Credits,] positive investment performance in a Subaccount, any positive Market Value Adjustment associated with a transfer or withdrawal, and any Spousal Continuation adjustment.

Items that decrease the Contract Value are: withdrawals [and the charges associated with them], negative investment performance in a Subaccount, any negative Market Value Adjustment associated with a transfer or withdrawal, the Insurance Charge, and any Contract Maintenance Charge, Transfer Charge, charge for any optional benefit added by endorsement, Premium Tax Charge or other tax charge.

Investment results and interest credited under any Interest Rate Investment Option are applied daily. The Insurance Charge is deducted daily. The Contract Maintenance Charge is deducted annually as of the Contract Anniversary and upon a total withdrawal. Other charges are assessed only if the appropriate event occurs.

CONTRACT MAINTENANCE CHARGE

We deduct an annual Contract Maintenance Charge shown on the Contract Data pages. We determine your Contract Value as of your Contract Anniversary and make any deductions required on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. If a total withdrawal is made on other than a Contract Anniversary, we will determine your Contract Value and make a deduction for the Contract Maintenance Charge the same as we would if it were a Contract Anniversary.

VARIABLE SEPARATE ACCOUNT

THE VARIABLE SEPARATE ACCOUNT: The Variable Separate Account is designated on the Contract Data pages. It consists of assets we have set aside and have kept separate from the rest of our assets and those of our other separate accounts. The assets of the Variable Separate Account, equal to reserves and other liabilities of your Contract and those of other owners, will not be charged with liabilities arising out of any other business we may conduct.

The Variable Separate Account assets are divided into Subaccounts. The assets of the Subaccount are allocated to Variable Investment Options. We may restructure, eliminate or combine Subaccounts or add to or eliminate Variable Investment Option(s). You may be permitted to transfer your Contract Value or allocate Invested Purchase Payments to the additional Subaccount(s). However, the right to make such transfers or allocations will be limited by any terms and conditions we may impose.

Should the shares of any Variable Investment Option(s) become unavailable for investment by the Variable Separate Account, we deem further investment in the shares inappropriate, or if required for tax reasons, we may limit further purchase of such shares or substitute shares of another Variable Investment Option for shares already purchased.

VALUATION OF ASSETS: The value of the shares held by the Subaccounts in the Variable Investment Options will be based on the net asset value of the Investment Option on each Business Day.

INSURANCE CHARGE: Each Business Day, we deduct an Insurance Charge from the Subaccounts of the Variable Separate Account. The amount of the Insurance Charge is based on whether you have elected the GMDB feature and, if so, on the GMDB Protected Value option that you elected.

FIXED RATE ACCOUNT

INTEREST RATES: The Initial Interest Segment Interest Rate applicable to the Fixed Rate Account on the Contract Date is shown on the Contract Data page. It is equal to the sum of the Initial Base Interest Crediting Rate and any applicable Initial Additional Interest Crediting Rate. The Initial Base Interest Crediting Rate and the Initial Additional Interest Crediting Rate are shown on the Contract Data page. We will credit interest to the portion of the initial Purchase Payment, if any, allocated to the Fixed Rate Account at the daily equivalent of these rates.

The Base Interest Crediting Rate is credited on allocations and transfers to the Fixed Rate Account. The rate will be declared when allocations or transfers are made. The declared Base Interest Crediting Rate will never be less than the Minimum Guaranteed Interest Rate for the Fixed Rate Account, as shown on the Contract Data pages.

The Additional Interest Crediting Rate is in addition to the Base Interest Crediting Rate we credit. The Additional Interest Crediting Rate is credited on any portion of the Initial Purchase Payment allocated to the Fixed Rate Account. This rate will only be credited for one year from the date such allocation is made. We reserve the right to limit the availability of the Additional Interest Crediting Rate. Transfers or allocations of subsequent Purchase Payments to the Fixed Rate Account are not eligible to receive the Additional Interest Crediting Rate.

ONE-YEAR INTEREST SEGMENT: A one-year interest segment is created whenever you allocate or transfer an amount to the Fixed Rate Account. We credit interest to the amount in each interest segment daily at a specific rate declared for that interest segment until the earliest of: 1) the date it is withdrawn; 2) the date it is transferred to another Allocation Option; 3) the maturity date of the one-year interest segment; 4) the date as of which a death benefit is determined; and 5) the Annuity Date.

TRANSFERS FROM FIXED RATE ACCOUNT: At the maturity date of a one-year interest segment, you have 30 days during which you may elect to transfer the amount in that interest segment into any other Allocation Option available on that date, other than a DCA Option. Once you have made an election, and we have received it, it may not be reversed.

Amounts that you withdraw or transfer into another Allocation Option during the 30-day period will receive interest from the maturity date to the date of withdrawal or transfer at the rate that would have applied to those amounts had you taken no action within the 30-day period. If you do not make an election to transfer within 30 days following the maturity date of the interest segment, we will transfer the amount in the interest segment on the maturity date to another one-year interest segment. Amounts that are transferred to another one-year interest segment during the 30-day period will receive the rate that is effective as of the maturity date for that interest segment.

You may only make transfers from a one-year interest segment within the 30-day period immediately following the maturity date of that interest segment. However, we reserve the right to permit transfers from a one-year interest segment prior to the maturity date of that interest segment.

TRANSFERS INTO FIXED RATE ACCOUNT: At our discretion you may make transfers from any other Allocation Option into the Fixed Rate Account. Each transfer will create a new one-year interest segment. We credit interest to the amount in each interest segment daily at a specific rate declared for that interest segment. Transfers into the Fixed Rate Account from any of the other Allocation Options will not be eligible for an Additional Interest Crediting Rate amount.

DOLLAR COST AVERAGING (DCA) FIXED RATE INVESTMENT OPTION

DCA PROGRAM: If a DCA Program is elected, you may allocate all or part of the Initial Purchase Payment to the DCA Fixed Rate Investment Option ("DCA Option"). The DCA Program provides for a systematic transfer of the funds allocated to the DCA Option on a monthly basis from the DCA Option to selected Allocation Options for a given number of payments. However, you may not transfer any funds from the DCA Option to an MVA Option, and you may not transfer any funds to the DCA Option from the other Allocation Options.

INTEREST TO BE CREDITED: A DCA Interest Segment is a portion of the DCA Option that is created when you allocate all or part of the Initial Purchase Payment to the DCA Option. We credit interest to the amount in any DCA Interest Segment daily at the daily equivalent of a specific rate declared for that DCA Interest Segment until the earliest of: 1) the date the amount in the DCA Interest Segment is transferred out of the DCA Interest Segment; 2) the date the amount in the DCA Interest Segment is withdrawn; 3) the date as of which any death benefit payable is determined, and 4) the Annuity Date. The Initial Interest Segment Interest Rate applicable for any portion of the Initial Purchase Payment allocated to the DCA Option on the Contract Date is shown on the Contract Data pages. The Initial Interest Segment Interest Rate for a DCA Interest Segment will never be less than the Minimum Guaranteed Interest Rate for the DCA Option, as shown on the Contract Data pages.

TRANSFERS: Invested Purchase Payments allocated to the DCA Option are transferred systematically on a monthly basis to the other Allocation Options that you have specified. We will transfer the amount allocated in a series of equal payments on each transfer date such that the amount of each payment corresponds to the number of payments for the period selected for the transfers. The final transfer includes the interest credited during the period (but see below for the effect of withdrawals). The first monthly transfer from the DCA Option is made as of the date of the allocation of the Initial Purchase Payment. Subsequent transfers are made monthly on the anniversary of the first transfer. The final transfer amount includes the interest credited during the elected period. Once the initial transfer has been processed, the transfer period may not be changed. The other Allocation Options to which the transfers are being made may be changed. Transfers from the DCA Option do not count toward the maximum number of free transfers permissible under the Contract.

EFFECT OF WITHDRAWALS ON TRANSFERS: Withdrawals from the DCA Option are permitted. We will recalculate the monthly transfer amount to reflect the reduction in the DCA Option caused by the withdrawal. This recalculation may include some or all of the interest credited to the date of the next scheduled transfer. Any interest that is not included in the recalculated transfer amount will be paid with the final transfer amount, unless there is another subsequent withdrawal. Deductions of the Contract Maintenance Charge, Insurance Charge, or charges for any optional benefits are treated as withdrawals for this purpose. If a withdrawal reduces the monthly transfer amount to below \$100, the remaining balance in the DCA Option will be transferred to the other Allocation Options that you had most recently selected for the DCA Program on the next scheduled transfer date. If a withdrawal request does not specify the Allocation Options from which the withdrawal is to be made, we will take the withdrawals on a pro-rata basis from all Allocation Options to which your Contract Value is then allocated. Systematic withdrawals from the DCA Option are permitted.

MARKET VALUE ADJUSTMENT (MVA) OPTION

INTEREST SEGMENT: An interest segment is created whenever you allocate or transfer an amount to an MVA Option. Amounts allocated or transferred to a Market Value Adjustment Option are held in the Separate Account identified on the Contract Data pages. You may have multiple interest segments associated with an MVA Option. We credit interest to the amount in each interest segment at the daily equivalent of the specific rate declared for that interest segment until the earliest of: 1) the date the Contract is surrendered; 2) the date the amount is withdrawn; 3) the date the amount is transferred; 4) the maturity date of the interest segment; 5) the Annuity Date; and 6) the date as of which a death benefit is determined.

GUARANTEED INTEREST RATE (GIR) PERIOD: When you allocate or transfer an amount to an MVA Option, the option will have a GIR Period, which is the number of years for which the Guaranteed Interest Rate is applicable to that amount. The Guaranteed Interest Rate will never be less than the Minimum Guaranteed Interest Rate for an MVA Option, as shown on the Contract Data pages. The GIR Period will be a set number of years. We reserve the right to determine what MVA Options we will offer. You may not elect an MVA Option with a GIR Period that would mature after the Contract's Annuity Date.

Prior to the end of a GIR Period, we will notify you, at your last known address, of the available MVA Options, and the corresponding GIR Periods and Guaranteed Interest Rates offered by us at that time. You have 30 days immediately following the end of the current GIR Period to provide us a written request in Good Order to elect one of the following options:

1. elect that the amount in the interest segment be allocated to an MVA Option with the same or different GIR Period as your current GIR Period, provided that we are offering a GIR Period of that duration at that time;
2. transfer the amount to another Allocation Option; or
3. withdraw the amount from the Contract.

You may elect different options for different portions of an interest segment, subject to the minimum amount restrictions applicable to withdrawals and transfers. Withdrawals from a maturing interest segment during this 30-day period will not be subject to the MVA [, but will be subject to any applicable Withdrawal Charges]. Transfers from a maturing interest segment during this 30-day period will not be subject to Transfer Charges or the MVA.

If we do not receive a written request in Good Order during the 30-day period immediately following the end of a GIR Period, the amount in that interest segment will be transferred to the Money Market Subaccount at the end of the 30-day period. Amounts that you withdraw or transfer during the 30-day period will receive interest until the date of withdrawal or transfer. The interest rate will be the current interest rate available for an MVA Option with the same GIR Period as the maturing interest segment. If we do not offer such a period, the interest rate will be the current rate associated with the MVA Option with the shortest GIR Period available at the time.

ALLOCATIONS AND TRANSFERS TO MVA OPTIONS: You may allocate up to 100% of your Invested Purchase Payments to an MVA Option. You may transfer up to 100% of your Contract Value to an MVA Option, except that no transfers may be made from the DCA Option, and amounts held in the Fixed Rate Account are subject to the restrictions on transfers set forth in the "Fixed Rate Account" provision. You may invest in one MVA Option or a combination of MVA Options having different GIR Periods. The minimum allocation or transfer to any one MVA Option is \$1,000.

MARKET VALUE ADJUSTMENT (MVA): Amounts withdrawn from an MVA Option (including by transfer or annuitization), prior to the end of a GIR Period, may be subject to a Market Value Adjustment (MVA). The MVA is applied as a positive or negative adjustment to the applicable portion of the Contract Value by multiplying the withdrawal amount [before deduction of any applicable Withdrawal Charge] by the MVA factor.

The MVA factor is equal to:

$$\frac{[1 + i]^{n/12}}{[1 + j + .0025]} - 1$$

where: i = is the Guaranteed Interest Rate currently credited to this interest segment at the time of the withdrawal, transfer, annuitization, or settlement;

j = is the current credited interest rate at the time of the withdrawal, transfer, annuitization, or settlement for an MVA Option having a GIR Period equal to one (1) plus the number of whole years remaining in this interest segment's GIR Period; and

n = is the number of months remaining in this interest segment's GIR Period (rounded up).

If we no longer offer a particular GIR Period, for the purpose of determining a rate for use in the MVA formula, we will use linear interpolation and the current rates of the GIR Periods closest in duration to those to be used in the formula. If we cannot interpolate, the current crediting rate for any GIR Period not being offered will be equal to:

- 1) the current Treasury spot rate for that GIR Period, plus
- 2) the current crediting rate for the next longer GIR Period then being offered, minus
- 3) the current Treasury spot rate for that next longer GIR Period.

If the current rate (j) in the MVA formula is higher than the guaranteed rate (i) for an interest segment, the value of that segment will experience a negative MVA upon withdrawal, transfer, annuitization, or settlement. If the current rate (j) in the MVA formula is lower than the guaranteed rate (i) for an interest segment, the value of that segment may experience a positive MVA upon withdrawal, transfer, annuitization or settlement.

A Market Value Adjustment will not be applied to a withdrawal, transfer, annuitization, or settlement within 30 days immediately following the end of a GIR Period.

A Market Value Adjustment will not be applied to any cancellation of the Contract under the "Right to Cancel Contract" provision on the cover page of the Contract.

A Market Value Adjustment will not be applied when the death benefit is payable.

If you request a withdrawal, we will not apply a Market Value Adjustment if we receive due proof that: (a) the Owner or Joint Owner is Terminally Ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for three months beginning after the Contract Date, and (b) such terminal illness or confinement continues on the date we receive the withdrawal request in Good Order.

WITHDRAWALS FROM MVA OPTIONS: A withdrawal from an interest segment associated with an MVA Option, within 30 days immediately following the end of its GIR Period, is not subject to the MVA. You may specify the interest segment or MVA Option from which you would like to make a withdrawal. If you specify an MVA Option, but not an interest segment, the withdrawal will be taken from the interest segment associated with that MVA Option that has the least time remaining until its maturity date. If you request a withdrawal from your Contract, and do not provide specific instructions, we will take the withdrawal on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. In this situation, all funds in MVA Options will be summed and considered as one Allocation Option. The portion of the withdrawal associated with MVA Options will be taken from the interest segments with the least amount of time remaining until the maturity date, regardless of the GIR period. [A withdrawal from an MVA Option may be subject to an MVA, even if the withdrawal is not subject to a Withdrawal Charge because it is a Charge-Free Amount.]

TRANSFERS FROM MVA OPTIONS: A transfer from an interest segment associated with an MVA Option is subject to an MVA unless made during the 30 days immediately following the end of its GIR Period. You may specify the interest segment or MVA Option from which you would like to make a transfer. If you specify an MVA Option, but not an interest segment, the transfer will be taken from the interest segment associated with that MVA Option that has the least time remaining until its maturity date. Transfers from an interest segment within the 30 days immediately following the end of a GIR Period do not count toward the maximum number of transfers which may be made under the Contract. Transfers from an MVA Option at any other time count toward the maximum number of transfers which may be made under the Contract and may be subject to a Transfer Charge. Any Transfer Charge will be deducted from the unadjusted Contract Value before any adjustment for the MVA. If a transfer is being made from more than one interest segment or MVA Option, the applicable Transfer Charge will be proportionally deducted from the Contract Value associated with each MVA Option or interest segment. Any deduction for Transfer Charges will be made prior to the transfer. If a Transfer Charge is applicable, and the full amount in an interest segment or an MVA Option is being transferred, the Transfer Charge will be deducted first from the Contract Value, and the remaining amount will then be transferred. If a Transfer Charge is applicable, and the amount in an interest segment or MVA Option is insufficient to pay the Transfer Charge and provide the requested transfer amount, the Transfer Charge will be deducted first from the unadjusted Contract Value, and the remaining amount will then be transferred.

TRANSFERS

TRANSFERS DURING THE ACCUMULATION PERIOD: A transfer is subject to the following:

1. the maximum number of transfers which may be made, the maximum number of transfers which are not subject to a Transfer Charge and the minimum amount which may be transferred are shown on the Contract Data pages;
2. a Transfer Charge is deducted if a transfer exceeds the maximum number of free transfers. The Transfer Charge is shown on the Contract Data pages. The Transfer Charge is deducted from the amount which is transferred;
3. a transfer will be effected as of the end of the Business Day when we receive a request in Good Order;
4. we are not responsible for the consequences resulting from a transfer made in accordance with your instructions;
5. your right to make transfers is subject to modification if we determine, in our sole opinion, that the exercise of the right by one or more Owners is, or would be, to the disadvantage of other Owners or if required to do so by applicable laws or regulations. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of other Owners or to ensure compliance with such laws or regulations. A modification could be applied to transfers to or from one or more of the Subaccounts and could include, but not limited to:
 - a. the requirement of a minimum time period between each transfer;
 - b. not accepting a transfer request of an agent acting under a power of attorney on behalf of more than one Owner;
 - c. limiting the dollar amount that may be transferred among the Subaccounts by an Owner at any one time; or
 - d. restricting the number of transfers per year.

No transfers are permitted after the Annuity Date.

WITHDRAWALS

WITHDRAWALS: During the Accumulation Period, you may, upon a request in Good Order, make a total or partial withdrawal of the Contract Surrender Value. An MVA will apply if the withdrawal is made from an MVA Option at any time other than within 30 days immediately following the end of a GIR Period. [Any applicable Withdrawal Charge will be applied after any MVA.] You may specify the Allocation Option(s) from which a withdrawal will be taken. If you do not specify, we will take the withdrawal on a pro-rata basis from all Allocation Option(s) to which your Contract Value is allocated.

We will pay the amount of any withdrawal within 7 days of receipt of request in Good Order unless the "Suspension or Deferral of Payments or Transfers" provision is in effect.

Each partial withdrawal must be for an amount which is not less than the amount shown on the Contract Data pages. The minimum Contract Value which must remain in the Contract after a partial withdrawal in order to keep the Contract in force is shown on the Contract Data pages. If the amount of the withdrawal requested would reduce the Contract Value below this minimum, we will give you the maximum amount available that, with [the Withdrawal Charge and] any applicable MVA, would not reduce the Contract Value below such minimum. Special rules may apply for IRAs.

[WITHDRAWAL CHARGE: A Withdrawal Charge may apply if you make a withdrawal during the Withdrawal Charge Period. The amount of the Withdrawal Charge is a percentage, shown on the Contract Data pages, of the amount withdrawn that is subject to the charge. If a withdrawal is effective on the day before a Contract Anniversary, the Withdrawal Charge percentage used will be the one as of the following Contract Anniversary. If you request a partial withdrawal, we will deduct an amount from the Contract Value that is sufficient to pay the Withdrawal Charge and any negative MVA, and provide you the amount requested.

In determining the Withdrawal Charge, withdrawals of the Charge-Free Amount will be taken first. Withdrawals in excess of the Charge-Free Amount may be subject to a Withdrawal Charge. Once all Purchase Payments have been withdrawn, further withdrawals will be taken from any Earnings. Earnings are not subject to Withdrawal Charges.

Even if a withdrawal is not subject to Withdrawal Charges because the amount withdrawn is not in excess of the Charge-Free Amount, it may be subject to an MVA if the withdrawal is made at any time other than within the 30-day period immediately following the end of a GIR Period.

When a withdrawal is taken from a tax-qualified Contract in order to satisfy a mandatory distribution requirement with respect to the Contract Value in this Contract, Withdrawal Charges will be waived on any amount that exceeds the Charge-Free Amount.

Withdrawal Charges will never be greater than that permitted by any applicable law or regulation. Depending on the Settlement Option selected, Withdrawal Charges may be assessed upon settlement.]

WAIVER OF [WITHDRAWAL CHARGES AND] MVA: If you request a withdrawal, we will waive [all Withdrawal Charges and] any MVA upon receipt of due proof that: (a) the Owner or Joint Owner is Terminally Ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for at least three months beginning after the Contract Date, and (b) such terminal illness or confinement continues on the date we receive the Owner's or Joint Owner's request for withdrawal in Good Order. This waiver is not available if the Contract has been assigned.

[CREDIT

At least 30 calendar days prior to your First Credit Date shown on the Contract Data pages, we will notify you of your option to have a Credit added to your Contract Value.

If you elect to receive a Credit, it will be allocated to the Allocation Options in the same proportion as the Contract Value on the applicable Credit Date. If we do not receive a Credit Election request in Good Order by your applicable Credit Date, no Credit will be added to your Contract Value. If you do elect to receive the Credit at your First Credit Date, we will make this same offer again, at least 30 calendar days prior to your Second Credit Date.

If you do not elect to receive the Credit at the First Credit Date, we will not make this offer again and any subsequent Credit offers will not be available to you.

If you elect to receive a Credit, a new Withdrawal Charge Period will begin. You will be subject to a Credit Election Withdrawal Charge (as shown on the Contract Data pages) on withdrawals you make which are subject to the charge. The Charge-Free Amount will apply to withdrawals made on or after the applicable Credit Date, and will be calculated as described in the Contract Data pages. Withdrawals which do not exceed the Charge-Free Amount will not be subject to a Credit Election Withdrawal Charge, but, if applicable, will be subject to an MVA. Credits and any applicable earnings resulting from the Credits will be considered Earnings and are not subject to a Credit Election Withdrawal Charge.]

GUARANTEED MINIMUM DEATH BENEFIT

The Guaranteed Minimum Death Benefit (GMDB) is a feature providing for the option to receive an enhanced death benefit upon the death of the sole Owner or the first to die of the Owner or Joint Owner during the Accumulation Period. The GMDB feature must be elected at the time you purchase your Contract. If you elect the GMDB feature, you must elect a GMDB Protected Value option. The GMDB Protected Value option can be equal to the GMDB Roll-Up, the GMDB Step-Up, or the greater of the GMDB Roll-Up and the GMDB Step-Up. The Contract Data pages indicate whether you have elected the GMDB feature and, if so, which GMDB Protected Value option you elected. The GMDB Protected Value is calculated daily.

GMDB ROLL-UP:

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80

ON THE CONTRACT DATE, the GMDB Roll-Up is equal to the Invested Purchase Payments made, increased daily at an effective annual interest rate of 5% starting on the date that each Invested Purchase Payment is made. The GMDB Roll-Up will be increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

We stop increasing the GMDB Protected Value by the effective annual interest rate on the later of: the Contract Anniversary coinciding with or next following the sole Owner's or older Owner's 80th birthday, or the 5th Contract Anniversary. However the GMDB Protected Value is still increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

The words "reduced by the effect of withdrawals" in the preceding two paragraphs mean that withdrawals from the Contract will first reduce the GMDB Protected Value on a dollar for dollar basis, by the same dollar amount of the withdrawal up to the first 5% of GMDB Protected Value calculated on the immediately preceding Contract Anniversary (in the first Contract Year, the Contract Date). Then we apply a proportional reduction to the GMDB Protected Value that equals the same percent that the withdrawal amount exceeding 5% of the GMDB Protected Value reduced the Contract Value.

To accomplish this, we will multiply the value of "A" by the value of "B" where:

$$A = \text{GMDB Protected Value minus } C$$

$$B = \text{Contract Value minus withdrawal amount} \div \text{Contract Value minus } C$$

$$C = 5\% \text{ of GMDB Protected Value}$$

* An amount up to 5% of the GMDB Protected Value withdrawn after the year in which the GMDB Roll-Up stops increasing, will reduce the GMDB Protected Value proportionally.

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS AGE 80 OR MORE ON THE CONTRACT DATE, the GMDB Roll-Up is equal to the Invested Purchase Payments made, increased daily at an effective annual interest rate of 3% starting on the date that each Invested Purchase Payment is made. The GMDB Roll-Up will be increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

We stop increasing the GMDB Protected Value by the effective annual interest rate on the 5th Contract Anniversary. However the GMDB Protected Value is still increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

The words "reduced by the effect of withdrawals" in the preceding two paragraphs mean that withdrawals from the Contract will first reduce the GMDB Protected Value on a dollar for dollar basis, by the same dollar amount of the withdrawal up to the first 3% of GMDB Protected Value calculated on the immediately preceding Contract Anniversary (in the first Contract Year, the Contract Date). Then we apply a proportional reduction to the GMDB Protected Value that equals the same percent that the withdrawal amount exceeding 3% of the GMDB Protected Value reduced the Contract Value.

To accomplish this, we will multiply the value of "A" by the value of "B" where:

$$A = \text{GMDB Protected Value minus C}$$

$$B = \text{Contract Value minus withdrawal amount Contract Value minus C}$$

$$C = 3\% \text{ of GMDB Protected Value}$$

* An amount up to 3% of the GMDB Protected Value withdrawn after the year in which the GMDB Roll-Up stops increasing will reduce the GMDB Protected Value proportionally.

GMDB STEP-UP:

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80 ON THE CONTRACT DATE, the GMDB Step-Up before the first Contract Anniversary is the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals. The GMDB Step-Up on each Contract Anniversary will be the greater of the previous GMDB Step-Up and the Contract Value as of such Contract Anniversary. Between Contract Anniversaries, the GMDB Step-Up will be increased by Invested Purchase Payments and reduced by the effect of withdrawals.

We stop increasing the GMDB Protected Value by any appreciation in the Contract Value on the later of: the Contract Anniversary coinciding with or next following the sole or older Owner's 80th birthday, or the 5th Contract Anniversary. However we still increase the GMDB Protected Value by subsequent Invested Purchase Payments and reduce it by the effect of withdrawals.

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS AGE 80 OR MORE ON THE CONTRACT DATE, the GMDB Step-Up before the third Contract Anniversary is the sum of Invested Purchase Payments, reduced by the effect of withdrawals. On the third Contract Anniversary the GMDB Step-Up will be adjusted to the greater of the then current GMDB Step-Up or the Contract Value as of that Contract Anniversary. Thereafter the GMDB Protected Value is only increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

Where the words "reduced by the effect of withdrawals" are used in connection with the GMDB Step-Up, withdrawals from the Contract will reduce the GMDB Protected Value in the same proportion as they reduce the Contract Value. We calculate the proportion by dividing the Contract Value after the withdrawal by the Contract Value immediately prior to the withdrawal. The resulting percentage is multiplied by the GMDB Protected Value (before the withdrawal) in determining the GMDB Protected Value.

DEATH OF FIRST TO DIE OF THE OWNER AND JOINT OWNER DURING THE ACCUMULATION PERIOD:

If you have elected the GMDB feature, and if the Owner or Joint Owner dies before Annuity Date, upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a death benefit equal to the greater of:

- (a) the Contract Value as of the date we receive due proof of death and any other documentation we need; and
- (b) the GMDB Protected Value as of the date we receive due proof of death and any other documentation we need.

If you do not elect the GMDB feature, and if the Owner or Joint Owner dies before Annuity Date, upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a base death benefit equal to the greater of:

- (a) the Contract Value as of the date we receive due proof of death and any other documentation we need; and
- (b) the sum of all Invested Purchase Payments, reduced by the effect of withdrawals.

If the ownership of the Contract changes as a result of an assignment, the value of the death benefit will be reset to the Contract Value as of the date of the assignment. Such value will be treated as a Purchase Payment made on that date for purposes of computing the death benefit.

The Beneficiary may, within 60 days of providing proof of death, elect to take the death benefit under one of the death benefit payout options listed below, provided that any payout option shall not include a period certain that exceeds the life expectancy of the Beneficiary. The Beneficiary will be the sole measuring life in determining the amount of any such payout option. If no payout option is selected within the 60 days, the death benefit will be payable as a lump sum.

Spousal Continuation is available if: (1) there is only one Owner of the Contract and there is only one Beneficiary who is the Owner's spouse, or (2) there are an Owner and Joint Owner of the Contract and each is the other's spouse and Beneficiary under the Contract, on the date we receive due proof of the Owner's or Joint Owner's death. (See the "Spousal Continuation" provision of the Contract.)

If: (1) the spouse is not the sole primary Beneficiary of the sole Owner, or (2) the Owner and Joint Owner are not each other's spouse at the time we receive due proof of the Owner's or Joint Owner's death, the Contract will not continue, and the Beneficiary will be required to choose one of the death benefit payout options described below.

The death benefit payout options are:

Choice 1 - lump sum payment of the death benefit; or

Choice 2 - the payment of the entire death benefit within a period of 5 years from the date of death of the first to die of the Owner or Joint Owner. We will impose an MVA on any withdrawal from an MVA Option made during the 5-year period unless taken within the 30-day period following the end of a GIR Period. The entire death benefit will include any increases or losses resulting from the performance of the Allocation Options during this period. During this period the Beneficiary may: reallocate the Contract Value among the Allocation Options; name a Beneficiary to receive any remaining death benefit in the event of the Beneficiary's death; and make withdrawals from the Contract Value[, in which case, any such withdrawals will not be subject to any Withdrawal Charges]. However, the Beneficiary may not make any Purchase Payments to the Contract. During this 5 year period, existing charges and costs will be deducted from the death benefit as though the Contract had continued; or

Choice 3 - payment of the death benefit under an Annuity or Settlement Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the first to die of the Owner or Joint Owner.

If the Owner and Joint Owner are spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit not applied under Choice 3 within one year of the date of death of the survivor must be distributed within 5 years of the survivor's date of death.

If the Owner and Joint Owner are not spouses at the death of the first to die of the Owner and Joint Owner:

- the payout described in Choice 2 and the beginning of the distribution described in Choice 3 will be based on the date of death of the first to die of the Owner or Joint Owner, and

- any portion of the death benefit not applied under Choice 3 within one year of the date of death of the first to die must be distributed within 5 years of the date of death of the first to die.

Once a death benefit becomes payable, the Payee's interest in any Annuity Benefit under the Contract will cease.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election, unless the "Suspension or Deferral of Payments" provision is in effect.

DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD: If the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant. If there is no surviving Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You have right to name a new Annuitant within 60 days. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner, a new Annuitant may not be designated, and the Annuitant will be the Owner for purposes of determining the death benefit.

DEATH OF ANNUITANT DURING THE ANNUITY PERIOD: If the Annuitant dies on or after the Annuity Date, the Settlement Option then in effect will govern whether or not we will continue to make any payments. The death of a non-Annuitant Owner or Joint Owner has no effect on the payout during the Annuity Period.

PAYMENT OF DEATH BENEFIT: We will require due proof of death and any other documentation we request in Good Order before any death benefit paid. All death benefits will be paid in accordance with applicable law or regulations governing death benefit payments.

TAX CONSIDERATIONS: There are tax rules that apply to IRA and other qualified contracts during both the Accumulation Period and Annuity Period governing distributions upon the death of the Owner. These rules are contained in provisions in the attached endorsements and supersede any other distribution rules contained in the Contract.

The preceding provisions regarding the death of the Owner are intended to satisfy the distribution at death requirements of section 72(s) of the Internal Revenue Code of 1986, as amended. We reserve the right to amend this Contract by subsequent endorsement as necessary to comply with applicable tax requirements, if any, which are subject to change from time to time. Such additional endorsements, if necessary to comply with amended tax requirements, will be mailed to you and become effective within 30 days of mailing, unless you notify us in writing, within that time frame, that you reject the endorsement.

If the Internal Revenue Service determines that the deductions for one or more benefits under this Contract, including, without limitation, the GMDB feature and any optional benefit added by endorsement, are taxable withdrawals, then the sole or surviving Owner may cancel the affected benefit(s) within 90 days after written notice from us.

SPOUSAL CONTINUANCE

This feature is available if, on the date we receive due proof of death in Good Order of: (1) the sole Owner, there is only one Beneficiary who is the Owner's spouse; or (2) the first to die of the Owner and Joint Owner, each is the other's spouse and primary Beneficiary under the Contract. In the case of (1) and (2) above, if the Annuitant is age 95 or less on the date we receive due proof of death, the surviving spouse will become the new sole Owner under the Contract. The surviving spouse can elect Spousal Continuation, but must do so no later than 60 days after furnishing due proof of death. If the surviving spouse does not elect Spousal Continuation within the 60-day period, the Contract will end and a lump sum death benefit will be paid.

[Under Spousal Continuation, we waive any potential Withdrawal Charges applicable to Purchase Payments made prior to or after activation of Spousal Continuation.]

Upon activation of Spousal Continuation, the Contract Value is adjusted to equal the amount of the death benefit to which the surviving spouse would have been entitled. The amount of the adjustment will be prorated among the Allocation Options to which your Contract Value is then allocated. The adjusted Contract Value will serve as the basis for calculating any death benefit payable upon the death of the surviving spouse.

IF YOU ELECTED THE BASE DEATH BENEFIT, then upon activation of Spousal Continuation, we will adjust the Contract Value to equal the greater of:

1. the Contract Value plus the amount of any applicable Earnings Appreciator Benefit, and
2. the sum of all Invested Purchase Payments (reduced by withdrawals) plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU ELECTED THE GMDB FEATURE, we will adjust the Contract Value to equal the greater of:

1. the Contract Value plus the amount of any applicable Earnings Appreciator Benefit, and
2. the GMDB Protected Value originally elected plus the amount of any applicable Earnings Appreciator Benefit.

After we have made the adjustment to Contract Value described in the preceding paragraphs, we will continue to compute any applicable GMDB Protected Value under the surviving spousal Owner's Contract in accordance with the "Guaranteed Minimum Death Benefit" provisions of the Contract. The attained age of the surviving spouse will be the basis used in determining the death benefit payable under the Contract.

DEATH OF THE SURVIVING SPOUSAL OWNER DURING THE ACCUMULATION PERIOD AFTER ACTIVATING SPOUSAL CONTINUANCE -- If a surviving spousal Owner dies after activating Spousal Continuation but before the Annuity Date, a death benefit will be payable, based on the applicable death benefit option elected under the Contract.

ANNUITY AND SETTLEMENT OPTIONS

GENERAL: On the Annuity Date, the Adjusted Contract Value will be applied under the Annuity or Settlement Option you have selected. If the payment under any option selected would be less than \$20 per month, we reserve the right to pay out the Adjusted Contract Value in a lump sum. We guarantee that the dollar amount of each payment, once determined, will not be affected by variations in mortality or expense experience.

SELECTION OF AN ANNUITY OR SETTLEMENT OPTION: You may select an Annuity or Settlement Option by notifying us of the selected option in Good Order. If no Annuity or Settlement Option is selected, or if the chosen Option is not received in Good Order, Option 2, Life Income Annuity Option, will automatically be applied. You may, at any time prior to the Annuity Date, by a request in Good Order 30 days in advance, select and/or change the Annuity or Settlement Option.

ANNUITY AND SETTLEMENT OPTIONS: This Contract provides for payments under one of the Annuity or Settlement Options described below. Any other Annuity or Settlement Option acceptable to us may be selected.

OPTION 1 - FIXED PERIOD ANNUITY OPTION. We will make equal payments for a period you choose up to 25 years. At your choice, we will make such payments annually, semi-annually, quarterly, or monthly. Table 1 shows the minimum amounts we will pay.

OPTION 2 - LIFE INCOME ANNUITY OPTION. We will make payments for as long as the Annuitant lives, with payments certain for 120 months. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 2 shows the minimum amounts we will pay.

OPTION 3 - INTEREST PAYMENT SETTLEMENT OPTION: We will credit interest on the Adjusted Contract Value at the rate of at least 1.5% until you request payment of all or part of the Adjusted Contract Value. At your choice, we will pay interest on the Adjusted Contract Value not yet withdrawn annually, semi-annually, quarterly or monthly. You may request full or partial payment of the Adjusted Contract Value provided, however, that if a partial payment is requested, the amount of any Adjusted Contract Value remaining after such requested amount is paid must be at least \$1,000. This option is not available for qualified contracts.

OTHER ANNUITY OR SETTLEMENT OPTIONS: We may offer or consent to other settlement options, including life income annuity options with payments certain for a period of other than 120 months. Contact the representative who sold you the Contract or call the toll-free number listed on your quarterly statement for information.

ANNUITY: Unless you designate another Payee, you will be the Payee of the Annuity Payments. The Adjusted Contract Value will be applied to the applicable Annuity Table contained in this Contract based upon the Annuity Option you have selected. The amount of the first payment for each \$1,000 of Adjusted Contract Value is shown in the Annuity Tables. If when Annuity Payments begin we are using tables of annuity rates for these Contracts which result in larger Annuity Payments, we will use those tables instead. Annuity Payments will depend on the age and sex of the Annuitant, where permitted

[WITHDRAWAL CHARGES AND] MVA: [Any amount used to provide income under Option 1 for a period of 10 years or more, or under Option 2, will be applied without a Withdrawal Charge. Any amount used to provide income under Option 1 for a period of less than 10 years, or under Option 3 may be subject to a Withdrawal Charge. If you choose any other method of payment not described in this Contract, we will tell you if it is subject to a Withdrawal Charge.] If you begin Annuity Payments or take a Settlement Option at a time other than within the 30-day period immediately following the end of a GIR Period, we will adjust your Contract Value by an MVA.

BENEFICIARY

BENEFICIARY: The Beneficiary designation in effect on the Contract Date will remain in effect until changed. The Beneficiary is entitled to receive the benefits to be paid at the death of the first to die of the Owner or Joint Owner during the Accumulation Period. The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner. Other than primary Beneficiaries, Beneficiaries must be the same for both the Owner and Joint Owner.

When a Beneficiary is designated, any relationship shown is to the Owner unless otherwise specified.

To show priority among Beneficiaries, we will label the classes, so that the class with first priority is called the primary class, the class with next priority is called the secondary class, and so on. The following statements apply to Beneficiaries unless the Contract Data pages, Contract endorsement or any change request that we have processed specifies otherwise:

One who survives the first to die of the Owner and Joint Owner will have the right to be paid only if no one in a prior class survives the first to die of the Owner and Joint Owner.

One who has the right to be paid will be the only one paid if no one else in the same class survives the first to die of the Owner and Joint Owner.

Two or more in the same class who have the right to be paid in equal shares.

If no one survives the sole Owner, we will pay in one sum to the Owner's estate.

Where there is insufficient evidence to determine the order of death then, unless state law prohibits, we will deem the Owner to be the last survivor and make payment to the Owner's Beneficiary.

Before we make a payment, we have the right to decide what proof we need of the identity, age or any other facts about any persons designated as Beneficiaries. If Beneficiaries are not designated by name and we make payment(s) based on that proof, we will not have to make the payment(s) again.

CHANGE OF BENEFICIARY: To initiate a change of Beneficiary, call the toll-free number listed on your statement or contact the representative who sold you Contract. We may also ask you to send us the Contract. The change will take effect only when we process the request. Then, any previous Beneficiary's interest will end as of the date we receive the request in Good Order, even if the Owner or Joint Owner is not living when we process the request. We will not be liable for any payment made or action taken before we record the change.

SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS

FROM THE VARIABLE INVESTMENT OPTIONS: We reserve the right to suspend or defer payments from the Variable Investment Options for a withdrawal or transfer for any period when:

1. the New York Stock Exchange is closed (other than customary weekend and holiday closings);
2. trading on the New York Stock Exchange is restricted;
3. an emergency exists as a result of which disposal of shares of the Variable Investment Options held in the Separate Account is not reasonably practicable or it is not reasonably practicable to determine the value of such shares; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of Owners;

provided that applicable rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions described in (2) and (3) exist.

FROM THE INTEREST RATE INVESTMENT OPTIONS: We reserve the right to suspend or defer payments from the Interest Rate Investment Options for a withdrawal or transfer for the period permitted by law, but for not more than six months after a request in Good Order is received at the Annuity Service Center.

GENERAL PROVISIONS

THE CONTRACT: The entire Contract consists of this Contract, and any attached endorsement or riders. This Contract may be changed or altered only by our President or Secretary. Any change, modification or waiver must be made in writing. This Contract may not be modified by us without your consent except as may be required by applicable law, including changes necessary to comply with IRS requirements for annuity contracts, or as set forth in this Contract.

ASSIGNMENT OF A CONTRACT: A request in Good Order specifying the terms of an assignment of a Contract must be provided to the Annuity Service Center. We are under no obligation to verify the assignment's validity or sufficiency. We will not be liable for any payment made or action taken before we record the assignment. If any Owner is living on the Annuity Date and an assignment is in effect on that date, we have the right to pay the Contract Surrender Value in one lump sum to the assignee where notice in Good Order is received. Partial assignments, collateral or otherwise, are not allowed without our approval. We reserve the right to restrict or refuse any assignment.

An assignment which results in a change of ownership will affect the value of the death benefit. Please see the "Guaranteed Minimum Death Benefits" provision for more information.

We will not be responsible for the validity or tax consequence of any assignment. Any assignment made after the death benefit has become payable will be valid only with our consent.

If the Contract is assigned, your rights may only be exercised with consent of the assignee of record.

NON-PARTICIPATING IN SURPLUS: This Contract does not share in any distribution of our profits or surplus.

INCONTESTABILITY: We will not contest this Contract. We will not contest any statement made in the application which is used as a basis for issuing this Contract. We consider all statements made in the application for this Contract to be representations, not warranties.

MISSTATEMENT OF AGE OR SEX: We may require proof of age of the Annuitant before making any life contingent Annuity Payment provided for by this Contract. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the Contract Value would have provided at the true age or sex.

Once Annuity Payments have begun, any underpayments, with interest at 5% will be made up in one sum with the next Annuity Payment, and overpayments, with interest at 5%, will be deducted from the future Annuity Payments until the total is repaid.

CONTRACT SETTLEMENT: This Contract must be returned to us upon any settlement.

REPORTS: We will send you a report four times each calendar year until the Annuity Date showing your Contract Value and other relevant information about your Contract. We will also furnish an annual report of the Separate Account. These reports will be sent to your last known address.

TAXES: Any taxes, including any Premium Taxes and any other type of tax (or component thereof) measured by or based upon any portion of the Purchase Payment we receive, paid to any governmental entity will be charged against the Contract Value, unless a deduction was made for this tax in calculating the Invested Purchase Payment amount. We will, in our sole discretion, determine when taxes have resulted from: the investment experience of the Separate Account; receipt by us of the Purchase Payment(s); or commencement of Annuity Payments. We may, at our discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. We reserve the right 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. We will deduct for any income taxes incurred by it as a result of the operation of the Separate Account whether or not there was a provision for taxes and whether or not it was sufficient. We will deduct any withholding taxes required by applicable law.

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.

PROTECTION OF PROCEEDS: No beneficiary may commute, encumber, alienate, or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any Beneficiary or to any judicial process to levy upon or attach the same for payments thereof.

VALUES AND BENEFITS

Any cash values, paid up annuities and death benefits that may be available under this Contract are not less than the minimum benefits required by the law of any state in which this Contract is delivered.

ANNUITY SETTLEMENT TABLES

Tables 1 and 2 below are applied to the Adjusted Contract Value to compute the minimum amount of the annuity payment. Table 1 is used to compute the minimum annuity payment under Option 1 (Fixed Period Annuity Option). Table 2 is used to compute the minimum annuity payment under Option 2 (Life Income Annuity Option). The rates in Table 1 and 2 are applied per \$1,000 of Adjusted Contract Value. We used an interest rate of 1.5% per year in preparing Table 1, and an interest rate of 3% per year in preparing Table 2. Table 2 assumes 120 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 last birthday prior to the date on which the first Annuity payment is due, adjusted as shown in the "Translation of Adjusted Age" Table. When we computed the amounts shown in Table 2, we adjusted the Annuity 2000 Mortality Table to an age last birthday basis, less two years, with projected mortality improvements (modified Scale G).

TABLE 1
Number of Monthly Number of Monthly Number of Monthly Number of Monthly
Years Payment Years Payment Years Payment Years Payment Years Payment

1	\$83.90	8	\$11.04	14	\$6.59	20	\$4.81
2	42.26	9	9.89	15	6.20	21	4.62
3	28.39	10	8.96	16	5.85	22	4.44
4	21.45	11	8.21	17	5.55	23	4.28
5	17.28	12	7.58	18	5.27	24	4.13
6	14.51	13	7.05	19	5.03	25	3.99
7	12.53						

In using Table 1, multiply the monthly payment by 2.996 for quarterly payments, 5.981 for semi-annual Payments, or 11.919 for annual payments

TABLE 2
Adjusted Age Male Female Age Male Female Age Male Female
Age Male Female Age Male Female Age Male Female

41	\$3.40	\$3.25	61	\$4.66	\$4.32	81	\$7.67	\$7.33
42	3.44	3.29	62	4.76	4.41	82	7.85	7.53
43	3.48	3.32	63	4.87	4.50	83	8.02	7.73
44	3.53	3.35	64	4.98	4.60	84	8.18	7.93
45	3.57	3.39	65	5.10	4.71	85	8.33	8.12
46	3.62	3.43	66	5.23	4.82	86	8.48	8.29
47	3.67	3.47	67	5.36	4.94	87	8.62	8.46
48	3.72	3.51	68	5.49	5.06	88	8.75	8.61
49	3.77	3.56	69	5.64	5.19	89	8.87	8.75
50	3.83	3.61	70	5.78	5.33	90	8.98	8.88
51	3.88	3.66	71	5.94	5.48	91	9.08	8.99
52	3.95	3.71	72	6.10	5.63	92	9.16	9.09
53	4.01	3.76	73	6.26	5.79	93	9.24	9.18
54	4.08	3.82	74	6.43	5.96	94	9.32	9.26
55	4.15	3.88	75	6.60	6.14	95	9.38	9.33
56	4.22	3.94	76	6.78	6.33			
57	4.30	4.01	77	6.95	6.52			
58	4.38	4.08	78	7.13	6.71			
59	4.47	4.16	79	7.31	6.92			
60	4.56	4.24	80	7.49	7.12			

Translation of Adjusted Age

Calendar Year in Which First Calendar Year in Which First
Payment Is Due Adjusted Age Payment Is Due Adjusted Age

Prior to 2010 Actual Age 2050 through 2059 Actual Age minus 5
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

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT. NON-PARTICIPATING. ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. MARKET VALUE ADJUSTMENT OPTIONS SUBJECT TO MARKET VALUE ADJUSTMENTS.

Douglas E. Scully
Vice President, Corporate Counsel

The Prudential Insurance Company of America
751 Broad Street
Newark, NJ 07102-3777
Tel 203 925-6960
douglas.scully@prudential.com

August 22, 2017

Pruco Life Insurance Company
213 Washington Street
Newark, NJ 07102

RE: Pruco Life Insurance Company (“Registrant”)
Registration Statement on Form S-3
File No. 333-

Dear Sir/Madam:

In my capacity as Vice President and Corporate Counsel of The Prudential Insurance Company of America, I have reviewed the establishment of the Pruco Life Modified Guaranteed Annuity Account (the “Account”) by the Board of Directors of Pruco Life Insurance Company (“Pruco Life”) as a non-unitized separate account for assets applicable to certain market value adjustment annuity contracts, pursuant to the provisions of Section 20-2601 et seq. of the Arizona Insurance Code. I was responsible for the oversight of the preparation and review of certain Registration Statements on Form S-3 filed by Pruco Life in 2017 with the U.S. Securities and Exchange Commission under the Securities Act of 1933 for the registration of certain market value adjustment annuity contracts issued with respect to the Account.

I am of the following opinion: (1) Pruco Life was duly organized under the laws of Arizona and is a validly existing corporation; (2) the Account has been duly created and is validly existing as a non-unitized separate account pursuant to the provisions of Arizona law, and (3) the market value adjustment annuity contracts are legal and binding obligations of Pruco Life in accordance with their terms. In arriving at the foregoing opinion, I have made such examination of law and examined such records and other documents as I judged to be necessary or appropriate.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Douglas E. Scully

Douglas E. Scully

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated March 23, 2017 relating to the financial statements, which appears in Pruco Life Insurance Company's Annual Report on Form 10-K for the year ended December 31, 2016. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
New York, NY
August 22, 2017

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 24th day of July, 2017.

/s/John Chieffo
John Chieffo

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 1st day of August, 2017.

/s/Lori D. Fouché

Lori D. Fouché

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 14th day of August, 2017.

/s/Christine Knight
Christine Knight

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 24th day of July, 2017.

/s/Richard F. Lambert

Richard F. Lambert

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 27th day of July, 2017.

/s/Kent D. Sluyter
Kent D. Sluyter

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 24th day of July, 2017.

/s/Kenneth Y. Tanji
Kenneth Y. Tanji

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 31st day of July, 2017.

/s/Arthur W. Wallace
Arthur W. Wallace

Douglas E. Scully
Vice President, Corporate Counsel

The Prudential Insurance Company of America
751 Broad Street
Newark, NJ 07102-3777
Tel 203 925-6960
douglas.scully@prudential.com

August 22, 2017

Office of Insurance Products
Division of Investment Management
U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

RE: Registrant: Pruco Life Insurance Company (“Registrant”)
Principal Underwriter: Prudential Annuities Distributors, Inc.
Registration Statement on Form S-3
File No. 333-

Dear Sir/Madam:

Acceleration of the above-referenced registration statement to September 8, 2017 is hereby requested pursuant to Rule 461 of Regulation C.

Please call me at (203) 925-6960 if you have any questions.

Very truly yours,

PRUCO LIFE INSURANCE COMPANY

/s/ Douglas E. Scully
Douglas E. Scully
Vice President

PRUDENTIAL ANNUITIES DISTRIBUTORS, INC.

/s/Michael A. Pignatella
Michael A. Pignatella
Vice President

Douglas E. Scully
Vice President, Corporate Counsel

The Prudential Insurance Company of America
751 Broad Street
Newark, NJ 07102-3777
Tel 203 925-6960
douglas.scully@prudential.com

August 22, 2017

Office of Insurance Products
Division of Investment Management
U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

**RE: Pruco Life Insurance Company (“Registrant”)
Registration Statement on Form S-3
File No. 333-**

Dear Sir/Madam:

Submitted for filing under the Securities Act of 1933 is the above-referenced registration statement on Form S-3. This filing is being submitted in light of the updating requirements imposed for Form S-3 under Rule 415.

It is our intention that this filing become effective on September 8, 2017, or as soon as practicable. We request accelerated effectiveness pursuant to Rule 461, and are enclosing acceleration requests herewith.

Please call me at (203) 925-6960 if you have any questions.

Very truly yours,

/s/ Douglas E. Scully

Douglas E. Scully