

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)

CT Corporation System  
3800 North Central Avenue, Suite 460  
Phoenix, Arizona 85012  
(602) 248-1145  
(Name, address, including zip code, and telephone number, including area code, of agent for service)

*COPIES TO:*  
ELIZABETH L. GIOIA  
VICE PRESIDENT  
PRUCO LIFE INSURANCE COMPANY  
ONE CORPORATE DRIVE  
SHELTON, CONNECTICUT 06484  
(203) 402-1624

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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 | <input type="checkbox"/>            | Accelerated filer         | <input type="checkbox"/> |
| Non-accelerated filer   | <input checked="" type="checkbox"/> | Smaller reporting company | <input type="checkbox"/> |
| Emerging growth company | <input type="checkbox"/>            |                           |                          |

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.   "

**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 acting pursuant to Section 8(a) may determine.**

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THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT SELL THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

**PRUCO LIFE INSURANCE COMPANY**  
A Prudential Financial Company  
751 Broad Street, Newark, NJ 07102-3777

**[Prudential Dynamic Income Wrap]  
Individual Contingent Deferred Annuity  
Prospectus Dated [ ]**

This prospectus describes the [Prudential Dynamic Income Wrap], an individual contingent deferred annuity ("Contract") offered by Pruco Life Insurance Company ("Pruco Life," "we," "our" or "us"). The Contract is offered to eligible investors who have engaged a registered investment adviser ("Financial Firm") to provide advice on the management of an investment account ("Account") held with an investment firm ("Financial Firm") approved by us.

The Contract is designed to provide a protected income amount, which fluctuates based on the Account's investment performance, until we are obligated to make guaranteed payments, if ever. You (or your Financial Professional, on your behalf) control the assets in your Account, not us. However, the Contract's benefits are subject to the Contract's rules regarding withdrawals, contributions, investments, and other matters relating to your Account. Violating these rules, or exceeding the limits established by these rules, may significantly reduce the value of your benefit, and may even cause your Contract to terminate.

This prospectus describes all material rights and obligations of the Contracts. Clients seeking information regarding their particular investment needs should contact a Financial Professional. The Contract is offered as an individual annuity contract and has features and benefits that may be appropriate for you based on your financial situation, your age and how you intend to use the Contract.

The Contract and certain features may not be available in all states. This prospectus does not constitute an offering in any jurisdiction in which such offering may not lawfully be made.

The principal underwriter for the Contract is Prudential Annuity Distributors, Inc. ("PAD"), who distributes the Contract through selling firms with whom [PAD] has entered into a selling agreement. The Contract and certain features may not be available through all selling firms. Financial Professionals may be compensated for the sale of the Contract. Please speak to your Financial Professional for further details.

The minimum initial value under the Contract is [\$50,000].

**PLEASE READ THIS PROSPECTUS**

This prospectus sets forth information about the Contract that you should know before purchasing. Please read this prospectus and keep it for future reference. Certain terms are capitalized in this prospectus. Those terms are defined either in the "Special Terms" section or in the context of the particular section.

**Contingent deferred annuity contracts are complex insurance vehicles. Refer to the "Summary Risk Factors" section of this prospectus for a summary of the Contract's risks, and "Risk Factors" for a full discussion of the Contract's risks.**

**You should work with your Financial Professional to decide whether the Contract is appropriate for you based on a thorough analysis of your particular needs, financial objectives, investment goals, time horizons and risk tolerance.**

**RIGHT TO CANCEL**

You may cancel this Contract within 30 days after you receive it (or such longer period, as required by state law. See Appendix [X] for details). The amount of the refund will equal any Contract Fees paid as of the date your Contract is cancelled.

**OTHER CONTRACTS**

We offer a variety of annuity contracts. They offer features and have fees and charges that are different from the Contract offered by this prospectus. Not every annuity contract we issue is offered through every selling firm. Upon request, your Financial Professional can show you information regarding other Pruco Life annuity contracts that your Financial Professional sells. You can also contact us to find out more about the availability of any of the Pruco Life annuity contracts.

**AVAILABLE INFORMATION**

Additional information about us and this offering is available in the registration statement and the exhibits thereto, as well as in documents incorporated by reference into this prospectus (which means they are legally part of this prospectus). You may review and obtain copies of these materials at no cost to you by contacting us. They may also be obtained through the Securities and Exchange Commission's Internet Website ([www.sec.gov](http://www.sec.gov)), which the SEC maintains for us and other registrants that file electronically with the SEC. Please see "How to Contact Us" later in this prospectus for our Service Office address.

In compliance with U.S. law, Pruco Life delivers this prospectus to current Contract Owners that reside outside of the United States. However, we may not market or offer the Contract to prospective purchasers who are outside of the United States.

THE CONTRACT IS NOT A DEPOSIT OR OBLIGATION OF, OR ISSUED, GUARANTEED OR ENDORSED BY, ANY BANK, AND IS NOT INSURED OR GUARANTEED BY THE U.S. GOVERNMENT, THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), THE FEDERAL RESERVE BOARD OR ANY OTHER AGENCY.

[PRINT CODE]

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR FURTHER INFORMATION CALL: 1-888-PRU-2888 OR GO TO OUR WEBSITE AT [WWW.PRUDENTIAL.COM/ANNUITIES](http://WWW.PRUDENTIAL.COM/ANNUITIES).

[PRINT CODE]

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## GLOSSARY OF TERMS

**Account:** Your investment account at your Financial Firm that holds the covered assets relating to your Contract. Depending on your Financial Firm, you may be able to designate only a portion of your investment account's overall assets (sometimes referred to as a "sleeve") for coverage under the Contract. We may also limit the portion of your investment account's overall assets that we will offer coverage for. If your Contract covers only a portion of your investment account's overall assets, then "Account" refers only to the covered portion of your investment account and the movement of assets to or from that portion of the Account will be treated as a contribution or Withdrawal.

**Account Owner(s):** The natural person(s) or entity who has all rights to the Account.

**Account Value:** The value of the assets in your Account as of the close of business on a Valuation Day. For the purposes of the Contract, once the Account Value has been determined on a Valuation Day, it does not change until the close of business on the next Valuation Day.

**Additional Account Value Contribution:** Amounts contributed to the Account by you, or on your behalf, after the Contract Date, as permitted under the Contract, and acknowledged by us.

**Advisory Fees:** The amount your Financial Firm deducts from your Account in consideration of the investment advisory services provided in relation to the Account.

**Annual Income Amount:** During the Income Stage, the annual amount determined for each Contract Year that can be withdrawn without being considered an Excess Withdrawal. During the Income Stage, the Annual Income Amount will vary and can be higher or lower in one Contract Year than in the prior Contract Year. During the Insured Income Stage, the Annual Income Amount is the annual amount distributed in the form of Insured Income Payments. The Annual Income Amount will not change during the Insured Income Stage.

**Annuitant(s):** The natural person(s) whose life expectancy(ies) is the basis for Insured Income Payments or Annuity Payments under the Contract. The Contract Owner is the Annuitant or, if more than one Contract Owner, the first named Contract Owner in the Contract Schedule will be the Annuitant and the other Contract Owner will be the Co-Annuitant. If the Contract Owner is an entity that we allow, the Annuitant and, if applicable, Contingent Annuitant, is a natural person who has a beneficial interest in the Account and entity and is named by the Contract Owner at issuance of the Contract. Annuitant, Co-Annuitant and Contingent Annuitant may be collectively referred to herein as the Annuitants.

**Annuitization (Annuitization option):** The Contract feature that allows you to convert your entire remaining Account Value into a guaranteed stream of Annuity Payments from us.

**Annuity Date:** The date on which the Account is permanently converted into payments from us, either in the form of Annuity Payments or in the form of Insured Income Payments.

**Annuity Payments:** Payments we make to the Annuitant(s), designated payee, or the Beneficiary(ies) on or after the Annuity Date based on the Account Value transferred to us and the Annuitization option selected by you.

**Beneficiary(ies):** The natural person(s) or entity named as beneficiary on or after the Annuity Date to receive any remaining period certain Annuity Payments, if applicable, at the death of the Annuitant(s).

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

**Company:** Pruco Life Insurance Company (also referred to as "Prudential," "we," "us" or "our").

**Contract:** The contingent deferred annuity contract described in this prospectus.

**Contract Date:** The Valuation Day on which this Contract becomes effective.

**Contract Date Anniversary:** Each annual anniversary of the Contract Date, or the next following Valuation Day if the annual anniversary does not fall on a Valuation Day.

**Contract Fee:** The amounts paid to maintain this Contract.

**Contract Owner(s):** The natural persons or entity to whom a Contract is issued (also referred to as "you" or "your," where applicable). All ownership rights with respect to any issued Contract belong to the Contract Owner(s), or as determined through the operation of applicable law.

**Contract Year:** The first Contract Year begins on the Contract Date and continues through and includes the day immediately preceding the first Contract Date Anniversary. Subsequent Contract Years begin on the Contract Date Anniversary and continue through and include the day immediately preceding the next Contract Date Anniversary. For a Qualified Account, once the Income Stage begins, the next Contract Year will begin on the first Valuation Day of the calendar year that immediately follows the Contract Year in which the Income Stage began. Each subsequent Contract Year will then correspond to the calendar year.

**Custodial IRA Account:** A custodial or trust account to hold retirement assets pursuant to the provisions of Section 408(a) of the Internal Revenue Code.

**Custodial Roth IRA Account:** A custodial or trust account to hold retirement assets pursuant to the provisions of Section 408A and 408(a) of the Internal Revenue Code.

**Due Proof of Death:** Due Proof of Death is satisfied when we receive, in Good Order, documentation acceptable to us and all representations required or mandated by applicable law or regulation in relation to the Contract.

**Eligible Account Assets:** Investments that we designate as eligible for coverage under this Contract. After the Contract is issued, we may designate additional investments as Eligible Account Assets. Once we designate an investment as an Eligible Account Asset, we, at any time in the future, may determine that such investment is no longer an Eligible Account Asset. Money market holdings are considered to be an Eligible Account Asset.

**Excess Withdrawal:** All or any portion of a withdrawal during the Income Stage that exceeds the remaining Annual Income Amount for that Contract Year and any Unused Annual Income Amount. Excess Withdrawals may significantly reduce the value of your Contract's future benefit and may cause the Contract to terminate.

**Financial Firm:** The financial institution holding your Account.

**Financial Professional:** The registered investment adviser who provides investment advisory services in relation to your Account. If your registered investment adviser is not a registered representative or licensed to sell insurance, your Financial Professional will include a person who fulfills those functions.

**Good Order:** Good Order is a state or condition acceptable to us, in our sole discretion, and determined to be reasonably necessary for the accurate execution of the intended transaction or direction, including: a) being received at our Service Office in a manner that is sufficiently complete and clear that we do not need to exercise any discretion; b) complies with all relevant laws and regulations; c) on specific forms, or by other means we then permit (such as via telephone or electronic transmission); and/or d) with any signatures and dates as we may require. We will notify the Financial Firm, or you when Good Order conditions have not been met.

**Income Base:** The benefit base that is used to determine the Annual Income Amount. The Income Base is not a cash value available for withdrawal or annuitization.

**Income Deferral Rate:** The annual percentage that is added as a daily amount to the Income Percentage on each Valuation Day during the Pre-Income Stage.

**Income Percentage:** The income rate applied to the Income Base to determine the Annual Income Amount.

**Income Stage:** The time period beginning on the Valuation Day next following the earlier of the first Income Withdrawal or notification by you, received by us in Good Order, to begin the Income Stage and ending on the Annuity Date or termination of the Contract. During the Income Stage, you may take Income Withdrawals from your Account. Income Withdrawals will not reduce your Contract's benefit. Withdrawals that exceed the Annual Income Amount and any Unused Annual Income Amount (i.e., taking Excess Withdrawals) may significantly reduce the value of your Contract's future benefit and may cause the Contract to terminate.

**Income Withdrawal:** A withdrawal during the Income Stage that does not exceed the remaining Annual Income Amount for that Contract Year or any Unused Annual Income Amount. Income Withdrawals will not reduce your Contract's future Annual Income Amount.

**Initial Account Value Contribution:** The Account Value on the Contract Date.

**Initial Income Percentage:** A percentage assigned to the Initial Account Value Contribution on the Contract Date. Also, a percentage assigned to each Additional Account Value Contribution after the Contract Date. The applicable percentage is based on the attained age of the Annuitant, or the younger of the Annuitants, as applicable, on the Contract Date or on the Valuation Day of the Additional Account Value Contribution.

**Insured Income Payment:** Payments we make to the Annuitant(s) on or after the Annuity Date based on the Annual Income Amount as of the Annuity Date. Insured Income Payments are a fixed amount payable each year until the death of the Annuitant, or last surviving Annuitant, during the Insured Income Stage.

**Insured Income Stage:** The period of time between the Annuity Date and the date on which our Insured Income Payment obligation under the Contract ends. During the Insured Income Stage, we make Insured Income Payments. The annual amount of Insured Income Payments will equal your Annual Income Amount as of the Annuity Date, adjusted for Additional Account Value Contributions on the Annuity Date, and for Excess Withdrawals that occurred in the same Contract Year as the Annuity Date.

**Minimum Account Value:** The minimum account balance your Financial Firm requires to maintain your Account. There may be an additional minimum value for certain investments, and/or you may be charged a higher fee if your account value is less than an amount they establish. You should understand any minimums related to your Account and its investments, as loss of access to Eligible Account Assets or higher fees can negatively impact your benefits under the Contract.

**Non-Income Withdrawal:** Any amount taken from the Account prior to the start of the Income Stage and indicated as such by you or your Financial Firm. Once you take a withdrawal that you have not designated as a Non-Income Withdrawal, the Income Stage will begin.

**Non-Qualified Account:** Any Account that is not a Qualified Account.

**Performance Adjustment:** Amounts applied to your Income Base and Unused Annual Income Amount. Performance Adjustment is applied to the Income Base on each Valuation Day during the Income Stage and is equal to the net percentage change in Account Value since the previous

Valuation Day due to investment performance (including interest and dividends and deductions for Contract Fees or Advisory Fees). Increases in Account Value from Additional Account Value Contributions, and decreases in Account Value from withdrawals, are excluded from Performance Adjustments. A Performance Adjustment is applied to the Unused Annual Income Amount on each Contract Date Anniversary during the Income Stage and is equal to the net percentage change in Account Value since the last Contract Date Anniversary due to investment performance and deductions for Contract Fees or Advisory Fees. Additional Account Value Contributions and Excess Withdrawals may further impact your Income Base.

**Pre-Income Stage:** The initial stage of the Contract that begins on the Contract Date and ends on the earliest of: a) when you enter the Income Stage, b) when you enter the Insured Income Stage, c) when you elect the Annuitization option, or d) when your Contract is terminated.

**Qualified Account:** An Account maintained pursuant to an eligible retirement plan as defined in Code Section 402(c)(8)(B), including a Custodial IRA Account as defined by Code Section 408(a) and a Custodial Roth IRA Account as defined by Code Section 408A, but not including a custodial account described in Code Section 403(b)(7).

**Required Minimum Distribution:** The annual distribution that must be taken from an IRA, other than a Roth IRA, or a qualified plan during the life of the Annuitant. The Required Minimum Distribution will be computed based on Internal Revenue Code requirements (including Internal Revenue Service guidance).

**Service Office / Service Office Address:** Certain requests must be sent directly to us at the location shown under "Other Information – How to Contact Us." The Service Office Address may be changed at any time. We will notify you in advance of any change in address.

**Unused Annual Income Amount:** Any portion of the Annual Income Amount not withdrawn in a Contract Year during the Income Stage will be carried over, immediately subject to the Performance Adjustment, to allow for Income Withdrawals above the Annual Income Amount in future Contract Years until the Annuity Date. Your Unused Annual Income Amount is subject to a Performance Adjustment on each Contract Date Anniversary during the Income Stage.

**Valuation Day:** Every day the New York Stock Exchange is open for regular trading or any other day that the Securities and Exchange Commission requires mutual funds, exchange traded funds or unit investment trusts registered under the Investment Company Act of 1940 to be valued.

**Withdrawal (withdrawal / withdrawn):** During the Pre-Income Stage, withdrawals include any amounts deducted from the Account, *including* amounts deducted to pay Contract Fees or Advisory Fees. During the Income Stage, withdrawals include any amounts deducted from the Account *other than* amounts deducted to pay Contracts Fees or Advisory Fees.

## SUMMARY OF THE CONTRACT

### SUMMARY RISK FACTORS

- Contingent deferred annuity contracts are complex insurance vehicles. You should speak with a Financial Professional about the Contract's features, benefits, risks and fees, and whether the Contract is appropriate for you based upon your financial situation and objectives.
- This Contract is an income protection benefit. The Contract has no surrender value, cash value, or death benefit and does not guarantee a specific level of income until the Insured Income Phase. If you purchase the Contract in connection with a Qualified Account, the Contract provides no additional tax deferral benefits beyond those already provided under the Internal Revenue Code for Qualified Accounts. There is no tax deferral if you purchase the Contract in connection with a Non-qualified Account.
- All Annuity Payments and Insured Income Payments under this Contract are subject to our creditworthiness and claims-paying ability.
- Your Account assets are subject to investment risk. The Contract does not protect your Account assets from negative investment performance or any investment risks that could result in loss. You could lose your principal investment in your Account.
- This Contract may not be appropriate for you if you expect to take frequent or large Non-Income Withdrawals from your Account during the Pre-Income Stage. Non-Income Withdrawals may significantly reduce the value of your future benefit.
- This Contract may not be appropriate for you if you expect to take Excess Withdrawals from your Account during the Income Stage. Excess Withdrawals may significantly reduce the value of your future benefit and could cause your Contract to terminate; upon termination, the Annual Income Amount would no longer be available nor would there be an Account Value relative to this Contract.
- This Contract may not be appropriate for you if you intend to use your Account Value for a financial need other than retirement income.
- You should carefully consider when to begin taking Income Withdrawals. The longer you wait before starting the Income Stage, the less time you have to benefit from the Contract because as time passes, your life expectancy is reduced. However, the longer you wait to start the Income Stage, the more you will benefit from the Contract's income deferral feature. If you never begin the Income Stage, Contract Fees will not be refunded, so you will have paid Contract Fees without having realized the financial benefit of the Contract.
- Your Income Base (and, therefore, your Annual Income Amount) and Account Value remain subject to investment risk until we are obligated to make Insured Income Payments or Annuity Payments.
- The amount available to you as an Income Withdrawal may be less than the amount your Financial Professional would advise you to take from your Account if you did not own the Contract.
- Your Account Value may deplete more quickly because of Contract Fees and potentially higher Income Withdrawals than your Financial Professional would otherwise recommend.
- The events that trigger Insured Income Payments from us may never occur. You could also die before you begin receiving Insured Income Payments, or if you elect the joint income option, you and your spouse could both die before receiving Insured Income Payments. If you never receive Insured Income Payments from us, you will have paid Contract Fees without having realized the financial benefit of the Contract.
- If your Account Value drops below your Financial Firm's Minimum Account Value, you may need to change Financial Firms or transfer all assets to us to maintain any benefits under the Contract. As this Contract is intended for decumulation of assets, it is important to understand what the Minimum Account Value is at your Financial Firm and the impact that can have on the Contract before purchasing this Contract.
- You may lose access to all or some Eligible Account Assets if your Financial Firm restricts access to investments based on your Account Value. You should understand your Financial Firm's minimum investment requirements before purchasing this Contract.
- Your Firm may charge additional fees for lower Account Values, which can negatively impact the Performance Adjustment. As this Contract is intended for decumulation of assets, it is important to understand your Financial Firm's requirements and restrictions before purchasing this Contract.
- You may not always be permitted to make Additional Account Value Contributions under the Contract. You will begin paying Contract Fees immediately rather than the date you begin taking Income Withdrawals or receiving Insured Income Payments or

**Annuity Payments under the Contract.** You could be paying Contract Fees for many years before receiving Insured Income Payments or Annuity Payments.

- We reserve the right to increase your annual fee percentage, subject to the maximum fee percentage. You may reject an increase; however, your Income Percentage will be subject to a one time and permanent reduction. This reduction could reduce your Annual Income Amount.
- We may terminate the contract under certain circumstances, such as upon: (i) failure to pay Contract Fees when due; (ii) failure to satisfy our investment restrictions (which may change at any time) or provide or give us access (in a manner we require) to the information or data necessary to monitor your Account at all times; (iii) your Account Value and Income Base being reduced to \$0; (iv) full liquidation of your Account unless certain conditions are satisfied; (v) failure to maintain the Account with a Financial Firm with whom we have an agreement to service the Contract; (vi) failure to provide timely information about the Account necessary to satisfy our obligations under the Contract; (vii) if you add funds to your Account that are not acknowledged by us as an Additional Account Value Contribution and fail to remove upon notification; or (viii) failure to elect to begin the Insured Income Stage or the Annuitization option after the occurrence of certain events. If your Contract is terminated for any reason, you will have no interest remaining in the Contract.
- We may change Eligible Account Assets at any time. It is possible that your Financial Firm may not offer any Eligible Account Assets. If this happens, you may need to change your Financial Firm, or elect to enter the Insured Income Stage or exercise the Annuitization option, or your Contract will terminate.
- This Contract is not available in all states. Please see Appendix [X] for a list of states in which this Contract is currently available and any variations applicable in those states.

## PURPOSE OF THE CONTRACT

The Contract is an individual contingent deferred annuity. The Contract is designed to offer longevity protection on the assets in your Account. The Contract's Income Base fluctuates (up or down) based on your Account's investment performance (net of fees, meaning fees decrease investment performance) until we are obligated to make Insured Income Payments, or you elect to begin receiving Annuity Payments. Until then, you bear the risk that your Account's investment performance will not be sufficient to maintain or increase your Annual Income Amount.

You can use the Contract for retirement or other long-term financial planning purposes. You (or your Financial Professional, on your behalf) control the assets in your Account, not us. However, the Contract's benefits are subject to the Account being administered pursuant to the Contract's rules regarding withdrawals, contributions, investment allocations, and other matters relating to your Account. Violating these rules, or exceeding the limits established by these rules, may significantly reduce the benefits of this annuity, and may even cause your Contract to terminate.

The Contract may be more appropriate for an investor who is seeking to reduce:

- longevity risk: this solution reduces the risk of living longer than your retirement savings can support, as well as the opportunity to increase the Annual Income Amount through positive investment performance in exchange for accepting the risk of decreases in the Annual Income Amount when investment performance declines.
- sequence of return risk: because the Income Base is not reduced by Income Withdrawals, this solution mitigates the risk that withdrawals, combined with lower returns in the early years of retirement, will limit your portfolio's ability to recover and provide income throughout retirement.
- withdrawal risk: the risk of taking too much income which may deplete your savings too early or taking too little income which limits your ability to fulfill your desired retirement lifestyle, is mitigated by having an Annual Income Amount determined based on your age and your unique investment performance.

Your Financial Professional can help you decide whether this Contract is right for you. The Contract has no cash value, surrender value, or death benefit. If you purchase the Contract in connection with a Qualified Account, the Contract provides no additional tax deferral benefits beyond those already provided under the Internal Revenue Code for Qualified Accounts. There is no tax deferral if you purchase the Contract in connection with a Non-Qualified Account.

## OVERVIEW OF THE CONTRACT'S PRIMARY FEATURES

**Income Withdrawals and Insured Income Payments.** Subject to the Contract's terms, after the Pre-Income Stage, the Contract provides for (i) periodic withdrawals from your Account ("Income Withdrawals") during the Income Stage, and/or (ii) income payments for life from us ("Insured Income Payments") during the Insured Income Stage. The annual amount of Income Withdrawals and/or Insured Income Payments to which you may be entitled under the Contract will depend on your "Annual Income Amount," which fluctuates based upon Account investment performance.

- **Income Withdrawals.** You decide when to begin taking Income Withdrawals (*i.e.* you decide when to begin the Income Stage). Once you begin taking Income Withdrawals, you may take withdrawals up to the Annual Income Amount (and any "Unused Annual Income Amount") each Contract Year during the Income Stage. All such withdrawals will be deemed Income Withdrawals. In any Contract Year that you do not take your full Annual Income Amount, your remaining Annual Income Amount will be available for withdrawal in subsequent Contract Years during the Income Stage as Unused Annual Income Amount (subject to positive or negative Performance Adjustments). Each

Income Withdrawal first reduces your remaining Annual Income Amount for that Contract Year, and then Unused Annual Income Amount, if any, on a dollar-for-dollar basis. If you make an Additional Account Value Contribution during the Income Stage, your remaining Annual Income Amount will be immediately increased, making an additional amount of Income Withdrawals available for that Contract Year.

***Once your remaining Annual Income Amount for a Contract Year (and Unused Annual Income Amount) equals \$0, any additional amount withdrawn during that Contract Year will be deemed an "Excess Withdrawal." An Excess Withdrawal will reduce your future Annual Income Amount, perhaps significantly, and if an Excess Withdrawal reduces your Account Value to \$0, your Contract will terminate.***

- **Insured Income Payments.** Provided that certain requirements are satisfied, you may request that Insured Income Payments commence if (a) your Account Value is reduced to \$0, provided that it was not reduced to \$0 as a result of an Excess Withdrawal, or below the Minimum Account Value; or (b) you terminate your Account with the Financial Firm, or the Financial Firm no longer has an agreement with us to service this Contract.

Once the Insured Income Stage commences, we will make Insured Income Payments until the death of the Annuitant (for a single income Contract) or surviving Annuitant (for a joint income Contract), at which point we will have satisfied our obligations under the Contract, and it will terminate. In the Contract Year in which the Insured Income Stage begins, the only Insured Income Payment due, if any, equals the Annual Income Amount not yet Withdrawn in that Contract Year plus any Unused Annual Income Amount. In subsequent Contract Years, the Insured Income Payment equals the Annual Income Amount as of the date of the event, adjusted for any Additional Account Value Contributions on the Annuity Date or Excess Withdrawals that occurred in the same Contract Year as the event.

**Annual Income Amount.** As noted above, your Income Withdrawals and Insured Income Payments are based on your Annual Income Amount. Your Annual Income Amount is calculated at the beginning of the Income Stage and then each Contract Date Anniversary during the Income Stage. The Annual Income Amount is calculated by multiplying your Contract's current Income Base by your Contract's current Income Percentage.

- **Income Base**

- Your Income Base on the Contract Date will equal your Initial Account Value Contribution. Your Income Base is then subject to change (positive or negative) during the Pre-Income Stage and Income Stage. An increase (or decrease) to your Income Base during these Contract stages will generally increase (or decrease) your future Annual Income Amount.
- On each Valuation Day during the Pre-Income Stage, your Income Base will equal your Account Value. Positive investment performance (including interest and dividends) and Additional Account Value Contributions will increase your Account Value and your Income Base. Negative investment performance and withdrawals (including deductions to pay Contract Fees or Advisory Fees) will decrease your Account Value and your Income Base.
- At the beginning of the Income Stage, your Income Base will equal your Income Base at the time we receive your request, in Good Order, to begin the Income Stage or your Income Base immediately before you took your first Income Withdrawal. During the Income Stage:
  - Your Income Base remains subject to investment risk based on the performance of your Account (net of fees). On each Valuation Day during the Income Stage, your Income Base will be subject to a Performance Adjustment, which may be positive or negative.
  - Your Income Base will increase for each Additional Account Value Contribution on a dollar-for-dollar basis.
  - Your Income Base will not change due to an Income Withdrawal.
  - ***Your Income Base will decrease if you take an Excess Withdrawal. An Excess Withdrawal reduces the Income Base by the ratio of the Excess Withdrawal amount to the Account Value immediately before the Excess Withdrawal.***

- **Income Percentage**

- Your Income Percentage on the Contract Date will equal the Initial Income Percentage applicable to your Initial Account Value Contribution as shown in your Contract.
- Each day during the Pre-Income Stage, we will increase your Income Percentage based on the Income Deferral Rate. The Income Deferral Rate is expressed as an annualized percentage and is applied daily. The applicable Income Deferral Rate depends on your Income Deferral Rate on your Contract schedule and the attained age of the Annuitant (or the younger of the Annuitants) on the Contract Date and each Contract Date Anniversary. The Income Deferral Rate does not accrue after the Pre-Income Stage ends.
- If you make an Additional Account Value Contribution during the Pre-Income Stage or the Income Stage, we will recalculate your Income Percentage to reflect a new, weighted Income Percentage. The weighted Income Percentage will be based on your current Income Percentage and the Initial Income Percentage applicable to your Additional Account Value Contribution. In general, if the Initial Income Percentage applicable to the Additional Account Value Contribution is higher than your current Income Percentage, your new Income Percentage will be higher than your current Income Percentage. If the Initial Income

Percentage applicable to the Additional Account Value Contribution is lower than your current Income Percentage, your new Income Percentage will be lower than your current Income Percentage. Your Income Base and Annual Income Amount will increase as a result of any Additional Account Value Contribution.

See "Annual Income Amount, Income Percentage, and Income Base" for additional information about how the Contract's benefit is calculated, including examples.

#### COMPARISON OF PRE-INCOME STAGE, INCOME STAGE, AND INSURED INCOME STAGE

The protected income that this Contract provides based on the Annual Income Amount has three stages: the Pre-Income Stage, Income Stage and Insured Income Stage. The table below compares the key features of each Stage.

|                                                            | CONTRACT STAGE                                                                                                                                          |                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                            | Pre-Income Stage                                                                                                                                        | Income Stage                                                                                                                                                                                                                           | Insured Income Stage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>When Does the Contract Stage Begin?</b>                 | On the Contract Date. All Contracts begin in the Pre-Income Stage.                                                                                      | The earlier of your first Income Withdrawal or notification to us, in Good Order, to begin the Income Stage. If you never take your first Income Withdrawal or notify us to begin the Income Stage, the Income Stage will never occur. | When one of the following events occurs and you elect to begin the Insured Income Stage:<br>(a) your Account Value is reduced to \$0, provided that it was not reduced to \$0 as result of an Excess Withdrawal, or below the Minimum Account Value; or<br>(b) you terminate your Account with your Financial Firm, or your Financial Firm no longer has an agreement with us to service this Contract, and you transfer your Account Value to us.<br>If neither of these events happens, the Insured Income Stage will never occur. |
| <b>When Does the Contract Stage End?</b>                   | When you enter the Income Stage or Insured Income Stage or elect the Annuitization option, or when your Contract is terminated, whichever occurs first. | When you enter the Insured Income Stage or elect the Annuitization option, or when your Contract is terminated, whichever occurs first.                                                                                                | Upon the death of the Annuitant (for a single income Contract) or surviving Annuitant (for a joint income Contract).                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Is the Annual Income Amount Withdrawn/Paid?</b>         | No                                                                                                                                                      | Yes, in the form of Income Withdrawals from your Account.                                                                                                                                                                              | Yes, in the form of Insured Income Payments from us.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Is the Annual Income Amount Subject to Change?</b>      | Yes, due to changes in the Income Base (positive or negative) and/or Income Percentage.                                                                 | Yes, due to changes in the Income Base (positive or negative) and/or Income Percentage.<br>The Annual Income Amount will be calculated at the beginning of the Income Stage and on each Contract Date Anniversary.                     | No. The Annual Income Amount will not change.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Does Investment Performance Impact the Income Base?</b> | Yes (positive or negative); the Income Base is equal to the Account Value during this stage.                                                            | Yes (positive or negative); the Income Base will vary with investment performance of the Account (net of fees).                                                                                                                        | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                                                                       | CONTRACT STAGE                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                      |                                                                                           |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|                                                                                       | Pre-Income Stage                                                                                                                                                                                                                                                             | Income Stage                                                                                                                                                                                                                                                                                                                                                         | Insured Income Stage                                                                      |
| <b>How Do Withdrawals Impact Income Base?</b>                                         | All withdrawals decrease the Income Base on dollar-for-dollar basis (including withdrawals due to Contract Fees or Advisory Fees). We refer to these as "Non-Income Withdrawals."<br>Your first Income Withdrawal will be deemed to have been taken during the Income Stage. | Income Withdrawals do not impact the Income Base.<br><b><i>Excess Withdrawals decrease the Income Base on a proportional basis.</i></b>                                                                                                                                                                                                                              | Not Applicable                                                                            |
| <b>Are Deductions for Advisory Fees or Contract Fees Considered Withdrawals?</b>      | Yes. (See "How Do Withdrawals Impact Income Base?" above)                                                                                                                                                                                                                    | No. Such deductions from your Account will not reduce your remaining Annual Income Amount or Unused Annual Income Amount and will not be Excess Withdrawals.<br>However, each such deduction will reduce the Performance Adjustment applied to your Income Base on the next Valuation Day and the Unused Annual Income Amount on the next Contract Date Anniversary. | Not Applicable                                                                            |
| <b>Does the Income Deferral Rate Accrue to the Income Percentage?</b>                 | Yes. The Income Deferral Rate is applied daily.                                                                                                                                                                                                                              | No                                                                                                                                                                                                                                                                                                                                                                   | No                                                                                        |
| <b>How Do Additional Account Value Contributions Impact the Annual Income Amount?</b> | Additional Account Value Contributions will increase your future Annual Income Amount.                                                                                                                                                                                       | Additional Account Value Contributions will increase your Annual Income Amount.                                                                                                                                                                                                                                                                                      | Not Applicable; no amounts may be added to this Contract during the Insured Income Stage. |
| <b>Do Unused Annual Income Amounts Carry Over to Future Contract Years?</b>           | Not Applicable                                                                                                                                                                                                                                                               | Yes, immediately subject to the Performance Adjustment. Unused Annual Income Amounts remain subject to positive or negative adjustments for investment performance (net of fees) on each Contract Date Anniversary.                                                                                                                                                  | Not Applicable                                                                            |
| <b>Will Required Minimum Distributions be treated as Excess Withdrawals?</b>          | Not Applicable; Treated as Non-Income withdrawals, if requested                                                                                                                                                                                                              | No, subject to limitations                                                                                                                                                                                                                                                                                                                                           | Not Applicable                                                                            |
| <b>May I Elect the Annuitization Option?</b>                                          | Yes, provided that you have an Account Value greater than \$0, and your initial Annuity Payment will be at least \$100.                                                                                                                                                      | Yes, provided that you have an Account Value greater than \$0, and your initial Annuity Payment will be at least \$100                                                                                                                                                                                                                                               | No                                                                                        |
| <b>Do Investment Restrictions Apply?</b>                                              | Yes                                                                                                                                                                                                                                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                  | Not Applicable                                                                            |
| <b>Do Contract Fees Apply?</b>                                                        | Yes                                                                                                                                                                                                                                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                  | No                                                                                        |

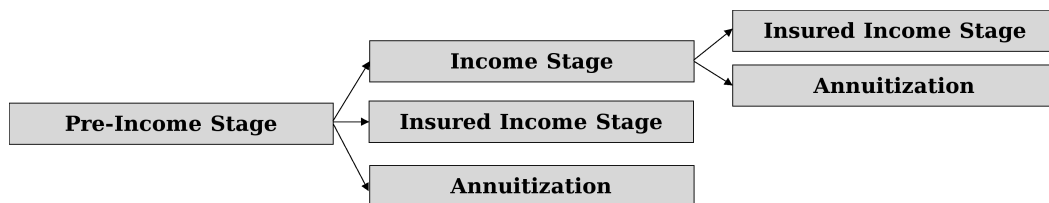
See "The Contract Stages" for additional information about each Contract stage.

**Annuitization.** At any time on or after the 1<sup>st</sup> Contract Date Anniversary, provided that you have not elected to begin Insured Income Payments and certain other requirements are satisfied, the Contract allows you to annuitize the assets in your Account, immediately converting your Account Value into a guaranteed stream of income ("Annuity Payments"). We refer to this as the "Annuitization option."

You must transfer your entire Account Value to us upon electing this option. The amount and duration of your Annuity Payments will depend on the amount of assets annuitized, the age and sex of the Annuitant(s), and the annuitization option you select. After our payment obligations have been satisfied, the Contract will terminate. See "Annuitization Option" for additional information.

## POSSIBLE PROGRESSION OF CONTRACT STAGES AND THE ANNUITIZATION OPTION

The following flow chart illustrates the possible progression of Contract stages and the Annuitization option:



During the Pre-Income Stage and Income Stage, your Account is subject to the Contract's rules and restrictions. Once you enter the Insured Income Stage or elect the Annuitization option, there is no Account to which the Contract relates. As such, once you enter the Insured Income Stage or elect the Annuitization option, the Contract does not impose any rules or restrictions on any assets you continue to maintain with your Financial Firm. The management of those assets will not impact our payment obligations.

## INVESTMENT RESTRICTIONS

During the Pre-Income Stage and the Income Stage, this Contract will have Eligible Account Assets that 100% of your Account Value must be allocated to at all times. Eligible Account Assets will generally be any investments your Financial Firm makes available within the Account, other than non-traditional investments, such as private securities, investments that are not priced daily, and investments that are not registered with the Securities and Exchange Commission.

See "Investment Restrictions" later in this prospectus for additional information regarding the investment restrictions.

## CONTRACT FEES

Contract Fees must be paid during the Pre-Income Stage and Income Stage. **We may terminate the Contract if you fail to pay Contract Fees when due.**

The maximum annual Contract Fee percentage is [X.X]% as a percentage of Account Value. We will assess and charge the Contract Fee quarterly. We may offer additional billing frequencies in the future. Once the Contract Fee is determined for each billing period, we will provide you notice of the amount that must be paid and the due date for payment. The notice will also be provided to your Financial Firm. You and your Financial Firm should decide how to remit payment to us.

We reserve the right to change your annual Contract Fee percentage, subject to the maximum annual Contract Fee percentage. You will have an opportunity to refuse any increase. If you refuse an increase, your annual Contract Fee percentage will not change. **However, your Income Percentage will be subject to a one time and permanent reduction of 5% (e.g., if your Income Percentage was 5% your new income percentage would be 4.75%). This reduction will reduce your Annual Income Amount.**

See "Contract Fees" later in this prospectus for additional information.

## TERMINATION

You may terminate this Contract at any time. Upon written notification, we reserve the right to terminate this Contract upon any of the following events (See "Termination of the Contract" for additional information):

- Upon the death of a Contract Owner or Annuitant as specified in this prospectus;
- Upon a change in Account Owner as specified in this prospectus;
- During the Pre-Income Stage or Income Stage, if your Account Value and Income Base equals \$0;
- During the Pre-Income Stage or Income Stage, upon violation of the Contract's investment restrictions;
- During the Pre-Income Stage or Income Stage, upon failure to provide timely information about the Account necessary to satisfy our obligations under the Contract;
- Upon a failure to pay Contract Fees; or
- Upon full liquidation of the Account, unless you re-established the Account Value within an Account at a Financial Firm where this Contract is available, or you elect to enter the Annuitization option.

**If your Contract is terminated for any reason, no interest will remain in the Contract.**

## RATE SHEET PROSPECTUS SUPPLEMENT FOR DECLARED RATES AND CONTRACT FEES

We disclose the Initial Income Percentages applicable to Initial Account Value Contributions for new Contracts and any Additional Account Value Contributions for Contracts already in effect, as well as the Income Deferral Rates for new Contracts and Contract Fees, in a Rate Sheet Prospectus Supplement to this prospectus. You should review the Rate Sheet Prospectus Supplement then in effect before you purchase the Contract or make an Additional Account Value Contribution. The current Rate Sheet Prospectus Supplement accompanies this prospectus. You can view the current Rate Sheet Prospectus Supplement with the prospectus on our website at [www.prudential.com/investor/prospectuses](http://www.prudential.com/investor/prospectuses). See "Rate Sheet Prospectus Supplement for Declared Rates" for additional information.

## RISK FACTORS

Contingent deferred annuity contracts are complex insurance vehicles. You should review and understand the following risk factors, and you should speak with a Financial Professional about the Contract's features, benefits, risks and fees, before purchasing the Contract in order to determine whether the Contract is suited to your financial situation and objectives.

### BENEFIT RISKS

***You should only purchase the Contract for its income protection benefit.***

Income protection is the only benefit provided by the Contract. Unlike some other annuity contracts, the Contract has no surrender value, cash value, or death benefit. In addition, the Contract does not provide tax deferral benefits. If you purchase the Contract in connection with a Qualified Account, the Contract provides no additional tax deferral benefits beyond those already provided under the Internal Revenue Code for Qualified Accounts. There is no tax deferral if you purchase the Contract in connection with a Non-Qualified Account.

***You may never receive Insured Income Payments because your Account's investment performance may be sufficient to support your withdrawal needs.***

The Contract is primarily designed to provide income to you if your Account Value is reduced to \$0, provided that it was not reduced to \$0 as result of an Excess Withdrawal, or below the Minimum Account Value. However, your Account's investment performance may prove to be sufficient for your assets to last your lifetime. If your Account Value is never reduced to \$0 or below the Minimum Account Value, our payment obligations under the Contract will never be triggered, unless you affirmatively elect to begin Insured Income Payments or Annuity Payments (which, in either case, will require you to transfer your entire Account Value to us). If our payment obligations under the Contract are never triggered, we will not make any payments under the Contract, even though you have paid Contract Fees over the life of the contract.

***The events that trigger Insured Income Payments may never occur, or you could die before we are obligated to make Insured Income Payments.***

You have the right to begin Insured Income Payments at the time you choose provided that you satisfy certain requirements. However, if you never exercise those rights, or if the events that otherwise trigger Insured Income Payments from us never occur (e.g., your Account Value is reduced to \$0, provided that it was not reduced to \$0 as result of an Excess Withdrawal, or below the Minimum Account Value), we will never make Insured Income Payments to you under the Contract. In addition, you could die (or, in the case of a joint income Contract, you and your spouse could die) before we are obligated to make Insured Income Payments under the Contract.

If our payment obligations under the Contract are never triggered, we will not make any payments under the Contract, even though you have paid fees over the life of the contract. If you (and your spouse under a joint income Contract) die before we are obligated to make Insured Income Payments, neither you nor your estate will receive any payments from our assets. There is only one circumstance where we will make payments after your death (or your and your spouse's death under a joint income Contract): if you elected the Annuitization option with a period certain payout prior to death, we would continue to make payments until the end of the period certain.

### INSURANCE COMPANY RISK

***All Insured Income Payments, Annuity Payments under this Contract are subject to our creditworthiness and claims-paying ability.***

The Contract is not a separate account product. This means that the assets supporting our payment obligations are not held in one of our segregated accounts for the exclusive benefit of policyholders. Rather, any payments made by us (i.e., Insured Income Payments, Annuity Payments) come from our General Account, which is not insulated from the claims of other policyholders and our creditors. Thus, your receipt of any payments from us is subject to our financial strength and claims-paying ability. If we experience financial distress, we may not be able to make payments to you. You may obtain information on our financial condition by reviewing our financial statements and other financial information, which appear in our reports that we file with the SEC. See "The Insurance Company."

### RISK OF LOSS

***Your Account assets are subject to the risk of loss.***

The Contract does not protect your Account assets from negative investment performance or any investment risks that could result in loss. This Contract does not protect you from losing your principal investment in your Account.

### RISKS RELATED TO ELIGIBLE ACCOUNT ASSETS

***Your Account may perform better if you weren't subject to the Contract's investment restrictions.***

During the Pre-Income Stage and the Income Stage, this Contract will have Eligible Account Assets that 100% of your Account Value must be allocated to at all times. Not all investments available through your Financial Professional and/or Financial Firm may be designated as Eligible Account Assets. Our investment restrictions may cause your Account to be managed in a different fashion than you may otherwise prefer. If your Account was not subject to these investment restrictions, your Account may experience different performance. You should consult your Financial Professional to assist you in determining whether the Eligible Account Assets are suited for your financial needs and risk tolerance.

**We reserve the right to change the Contract's Eligible Account Assets at any time. Reallocating Account Value to comply with new Eligible Account Assets may have costs and tax consequences.**

If we require your Account Value to be reallocated as a result of a change in Eligible Account Assets, we will provide you with notice and the date by which the reallocation must occur. If Account Value remains allocated to investments that are not Eligible Account Assets on the date communicated, your Contract will be terminated. Complying with new investment requirements could involve transaction expenses (e.g., brokerage commissions), payment of higher fees or expenses on your new investments relative to your old investments, and also may have adverse tax implications.

**Your Financial Firm may no longer offer Eligible Account Assets.**

If your Financial Firm no longer offers access to Eligible Account Assets, for any reason, while your Contract is in the Pre-Income Stage or the Income Stage, your options will include (a) moving your Account to an approved Financial Firm offering Eligible Account Assets, and remaining in the Pre-Income Stage or Income Stage; (b) electing to enter the Insured Income Stage to begin receiving Insured Income Payments; or (iii) exercising the Annuitization option to begin receiving Annuity Payments.

If you do not exercise one of the options above within [30] days of our notice to you, your Contract will be terminated.

## **IMPACT OF WITHDRAWALS**

**This Contract may not be appropriate for you if you may need to take frequent or large Non-Income Withdrawals during the Pre-Income Stage or Excess Withdrawals during the Income Stage. Such withdrawals reduce your Income Base and may significantly reduce the Annual Income Amount and could cause your Contract to terminate.**

During the Pre-Income Stage, *all* withdrawals from your Account (i.e., "Non-Income Withdrawals") reduce your Account Value, and thus your Income Base, including withdrawals to pay Contracts Fees or Advisory Fees or to satisfy Required Minimum Distributions. Non-Income Withdrawals will reduce your Income Base on a dollar-for-dollar basis. If your Account is fully liquidated for any reason, your Contract will terminate unless certain conditions are satisfied. Your first Income Withdrawal will be deemed to have been taken during the Income Stage.

During the Income Stage, *Excess Withdrawals* will reduce your Income Base. An Excess Withdrawal will proportionally reduce your Income Base by the ratio of the Excess Withdrawal amount to the Account Value immediately prior to the Excess Withdrawal. The reduction to your Income Base may be greater than the Excess Withdrawal amount. If your Account Value is reduced to \$0 as a result of an Excess Withdrawal, your Contract will terminate.

Due to the long-term nature of the Contract, there is a risk that you may encounter a financial situation where you need to make a Non-Income Withdrawal during the Pre-Income Stage or an Excess Withdrawal during the Income Stage. Even if investment performance and/or Additional Account Value Contributions increase your Income Base, your Income Base would never be as high as it could have been had you not previously taken a withdrawal that reduced your Income Base.

**If you wish to exercise the Annuitization option, you should consider whether to withdraw Unused Annual Income Amount.**

To exercise the Annuitization option, you must transfer your entire Account Value to us. The amount of your Annuity Payments will depend on the amount of assets annuitized. If you have any remaining Annual Income Amount or Unused Annual Income Amount when you elect the Annuitization option, you may withdraw it from your Account Value before transferring your Account Value to us. However, your Annuity Payments will be lower because you will be annuitizing fewer assets.

**You should carefully consider when to begin the Income Stage.**

The date you begin the Income Stage may impact the amounts you receive under the Contract. On one hand, the longer you wait to begin the Income Stage, the less time you have to benefit from the Contract because as time passes, your life expectancy is reduced. On the other hand, the longer you wait to take the begin the Income Stage, the more you will benefit from the Contract's income deferral feature.

## **PERFORMANCE RISK**

**Your Income Base is subject to investment risk based on the performance of your Account (net of fees, meaning fees will reduce your performance) until we are obligated to make Insured Income Payments or Annuity Payments.**

Your Income Base remains subject to investment risk during both the Pre-Income Stage and the Income Stage. During the Pre-Income Stage, your Income Base is equal to your Account Value. As a result, negative investment performance and withdrawals (including deductions to pay Contract Fees or Advisory Fees) will decrease your Account Value and your Income Base. This will also decrease your future Annual Income Amount.

During the Income Stage, on each Valuation Day, your Income Base will be subject to a Performance Adjustment, which may be negative due to negative investment performance and/or deductions for Contract Fees or Advisory Fees. **You should also understand that if your Income Base is greater than your Account Value, the net performance adjustment will have a greater impact (positive or negative) on your Income Base compared to the change in your Account Value in terms of dollar amount, even though they changed by the same percentage.**

**Dividends, capital gains distributions and interest paid will be part your Performance Adjustment if they are reinvested in your Account.**

Dividends and capital gains generated by your Account investments that are distributed to you (i.e., not automatically reinvested) do not impact your Performance Adjustment or your Account Value. Therefore, your Performance Adjustment will be less than it would have been if dividends and capital gains were not distributed to you.

***Your Unused Annual Income Amount carries forward to future Contract Years during the Income Stage but is subject to investment risk based on the performance of your Account (net of fees).***

You are not required to take annual Income Withdrawals during the Income Stage. In any Contract Year that you do not take your full Annual Income Amount, your remaining Annual Income Amount will be available for withdrawal in subsequent Contract Years during the Income Stage as Unused Annual Income Amount. However, Unused Annual Income Amounts are subject to Performance Adjustments. A Performance Adjustment will apply to any Unused Annual Income Amount on each Contract Date Anniversary during the Income Stage. The Performance Adjustment will equal the net percentage change in Account Value since the last Contract Date Anniversary due to investment performance and deductions for Contract Fees or Advisory Fees. Therefore, a Performance Adjustment may be positive due to positive investment performance or negative due to negative investment performance and/or deductions for Contract Fees or Advisory Fees. A negative Performance Adjustment will reduce your Unused Annual Income Amount for the following Contract Year and a Positive Performance Adjustment will increase your Unused Annual Income Amount for the following Contract Year.

## **RISKS RELATED TO ADDITIONAL ACCOUNT VALUE CONTRIBUTIONS**

***Additional Account Value Contributions may impact your Income Percentage.***

If you make an Additional Account Value Contribution, it will be assigned its own Initial Income Percentage; however, your Income Deferral Rate will be the same as for your Initial Account Value Contribution. The Initial Income Percentage applicable to your Additional Account Value Contribution may not be based on the Initial Income Percentage schedule in effect at the time you purchased this Contract. The Initial Income Percentage applicable to your Additional Account Value Contribution will be the Initial Income Percentage we are declaring for new sales of the Contract (if we are still selling the Contract) or Additional Account Value Contributions (if we are no longer selling the Contract) based on the age of the Annuitant, or the younger of the Annuitants, on the date of the contribution. We guarantee that the Initial Income Percentage applicable to Additional Account Value Contributions will never be lower than [1]%.

When an Additional Account Value Contribution is made, your Income Percentage will be recalculated to be a weighted average of your current Income Percentage and the Initial Income Percentage applicable to your Additional Account Value Contribution. The formula for calculating the weighted Income Percentage is included in this prospectus. See "Annual Income Amount, Income Percentage, and Income Base – Income Percentage." While any Additional Account Value Contribution will increase your Income Base and Annual Income Amount, if the Initial Income Percentage applicable to the Additional Account Value Contribution is higher than your current Income Percentage, your new Income Percentage will be higher than your current Income Percentage and, if the Initial Income Percentage applicable to the Additional Account Value Contribution is lower than your current Income Percentage, your new Income Percentage will be lower than your current Income Percentage.

***You should not purchase the Contract if you expect to depend on future Additional Account Value Contributions to increase your benefit. We may decide to stop accepting any Additional Account Value Contributions at any time, in addition to any restrictions in place at the time you purchase your Contract (such as maximum age restrictions).***

While we cannot prevent you from adding funds to your Account (i.e., making contributions to your Account), if you wish to maintain this Contract, the addition of funds to your Account is subject to our restrictions. All contributions into your Account during the Pre-Income Stage and Income Stage are subject to our review and approval for purposes of the Contract. There is no guarantee that you will always be permitted to make Additional Account Value Contributions.

You cannot make an Additional Account Value Contribution if the Owner or oldest Owner has reached the maximum issue age for purchasing the Contract. In addition, we reserve the right to further limit, restrict, suspend, or reject any contribution as an Additional Account Value Contribution at any time, but would do so only on a non-discriminatory basis. If we further exercise this right, you may not be able to increase Annual Income Amount to the level you originally intended.

If a contribution to the Account is not accepted by us as an Additional Account Value Contribution, we will provide written notification that the contribution has been rejected. The notification will provide a date by which the relevant funds must be removed from the Account. Failure to remove the funds from the Account by that date will result in the termination of the Contract.

## **IMPACT OF CONTRACT FEES**

***You will begin paying Contract Fees immediately rather than the date you begin receiving Income Withdrawals or Insured Income Payments under the Contract.***

You should remember that you begin paying Contract Fees on the Contract Date; therefore, you could be paying Contract Fees for many years before receiving payments from us, if ever.

If you pay Contract Fees from your Account, the Contract Fees will reduce your Account Value. If you did not have to pay Contract Fees, or if you paid them from a source other than your Account, your Account Value would be higher, and your investment return (and Performance Adjustment) could be higher.

***Contract Fees are wholly separate from and in addition to your Advisory Fees. During the Pre-Income Stage, withdrawals to pay Contract Fees or Advisory Fees will reduce your Account Value and thus your Income Base. During the Income Stage, withdrawals to pay Contract Fees or Advisory Fees will reduce the performance factor that gets applied to your Income Base.***

Your obligation to pay Advisory Fees, if any, is solely a matter between you and your Financial Firm and/or Financial Professional. You should understand that any Advisory Fees owed to your Financial Firm and/or Financial Professional are in addition to the Contract Fees owed to us under this Contract.

In addition, you should understand that during the Pre-Income Stage, *all* withdrawals from your Account reduce your Income Base and, therefore, the Annual Income Amount. This includes withdrawals to pay Contract Fees or Advisory Fees. You could consider paying Contract Fees and Advisory Fees from a source other than the Account during the Pre-Income Stage, if permitted by your Financial Firm and applicable law.

During the Income Stage, deductions to pay Contract Fees or Advisory Fees are not considered withdrawals for purposes of the Contract. Such deductions will not reduce your remaining Annual Income Amount (or Unused Annual Income Amount) and will not be Excess Withdrawals. However, each such deduction will reduce the Performance Adjustment to your Income Base on the next Valuation Day and to your Unused Annual Income Amount on the next Contract Date Anniversary. Please note that if you pay Advisory Fees from your Account to pay your Financial Firm and/or Financial Professional to manage any other amounts or other services, the impact on the net performance adjustment will be greater.

***We reserve the right to increase your annual Contract Fee percentage, subject to the maximum fee percentage. You may reject an increase; however, refusing the increase will reduce your Income Percentage used to calculate your Annual Income Amount by 5%.***

At any time on or after the [3rd] Contract Date Anniversary, we may increase your annual Contract Fee percentage for future Contract Years, subject to the maximum annual Contract Fee. We will notify you in writing at least 60 days in advance of any such increase. You will be given an opportunity to "opt-out" of an increase to your annual Contract Fee percentage. If you opt-out of an increase, your annual Contract Fee percentage will not change, but on the next Contract Date Anniversary, your Income Percentage will be subject to a one time and permanent reduction of 5%.

## **RISK OF INVOLUNTARY TERMINATION**

***The Contract may be involuntarily terminated under certain circumstances.***

The Contract may be involuntarily terminated under certain circumstances, such as upon: (i) failure to pay Contract Fees when due; (ii) failure to satisfy our investment restrictions (which may change at any time) or provide or give us access to the information or data necessary to monitor your Account at all times; (iii) your Account Value and Income Base being reduced to \$0 before we are obligated to make Insured Income Payments or Annuity Payments; (iv) full liquidation of your Account unless certain conditions are satisfied; (v) failure to maintain the Account with a Financial Firm with whom we have an agreement to service the Contract; or (vi) failure to provide timely information about the Account necessary to satisfy our obligations under the Contract; (vii) if you add funds to your Account that are not acknowledged by us as an Additional Account Value Contribution and fail to remove upon notification; or (viii) failure to move your Account to an approved Financial Firm or to elect the Insured Income Stage or Annuitization option after a Financial Firm change. If your Contract is terminated for any reason, you will have no interest remaining in the Contract. You will receive written notice of the Contract's termination.

## **RISK RELATED TO FINANCIAL FIRM CHANGE**

***If we remove your Financial Firm from our list of approved Financial Firms or if you change your Financial Firm (collectively, a "Financial Firm Change"), you may need to take certain actions in order to maintain your Contract or the Contract will terminate.***

If a Financial Firm Change occurs while your Contract is in the Pre-Income Stage or the Income Stage, your options will include (a) moving your Account to an approved Financial Firm and remaining in the Pre-Income Stage or Income Stage; (b) electing to enter the Insured Income Stage to begin receiving Insured Income Payments; or (iii) exercising the Annuitization option to begin receiving Annuity Payments.

In the event that we remove your Financial Firm from our list of approved Financial Firms or if your Financial Firm withdraws from servicing your Contract, and you do not exercise one of the options above within [30] days of our notice to you, your Contract will be terminated.

In the event that you voluntarily change your Financial Firm, you will have [30] days after the closure of your Account to exercise one of the options above. In addition, we must receive notice of your election, in Good Order, at least [3] days before your Account Value is transferred to a new Financial Firm (if changing Financial Firms) or us (if electing to enter the Insured Income Stage or Annuitization).

## **REGULATORY RISKS**

***You should be aware of the various regulatory protections that do and do not apply to the Contract.***

The offer and sale of your Contract has been registered in accordance with the Securities Act of 1933. We are not an investment adviser and do not provide investment advice to you in connection with the Contract or your Account. We also are not an investment company and therefore we are not registered under the Investment Company Act of 1940, as amended, and the protections provided by the Investment Company Act of 1940 are not applicable to this Contract. Your Contract will be governed by and construed in accordance with the laws of the state in which it was issued, and your obligations, rights and remedies will be determined in accordance with such laws.

## THE INSURANCE COMPANY

### PRUCO LIFE INSURANCE COMPANY

Pruco Life Insurance Company ("Pruco Life") is a wholly owned subsidiary of The Prudential Insurance Company of America ("Prudential Insurance"), which in turn is a direct wholly owned subsidiary of Prudential Financial, Inc. ("Prudential Financial"). Pruco Life is a stock life insurance company organized in 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 sells such products primarily through affiliated and unaffiliated selling firms.

No company other than Pruco Life has any legal responsibility to pay amounts that it owes under its annuity contracts. You would rely solely on the claims-paying ability of Pruco Life to make all Insured Income Payments, Annuity Payments. Prudential Financial, however, exercises significant influence over the operations and capital structure of Pruco Life.

Pursuant to the delivery obligations under Section 5 of the Securities Act of 1933 ("Securities Act") and Rule 159 thereunder, Pruco Life delivers this prospectus to current Owners that reside outside of the United States. In addition, we may not market or offer benefits, features or enhancements to prospective or current Owners while outside of the United States.

### GENERAL ACCOUNT

Our payment obligations under the Contract are supported by our General Account and are subject to our claims paying ability. The General Account is not segregated for the exclusive benefit of any particular contract or obligation. General Account assets are also available to our general creditors and for conducting routine business activities, such as the payment of salaries, rent and other ordinary business expenses. The General Account is subject to regulation and supervision by the Arizona Department of Insurance and to the insurance laws and regulations of all jurisdictions where we are authorized to do business.

### INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

Pruco Life Insurance Company incorporates by reference into the prospectus its latest annual report on Form 10-K as of [December 31, ] filed pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 ("Exchange Act") since the end of the fiscal year covered by its latest annual report. In addition, all documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act also are incorporated into the prospectus by reference. We 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 Pruco Life Insurance Company, 751 Broad Street, Newark, NJ 07102-3777 or by calling 1-888-PRU-2888. We file periodic reports as required under the Exchange Act. 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 [www.sec.gov](http://www.sec.gov)). Our internet address is [www.prudential.com](http://www.prudential.com).

### MATERIAL CHANGES

As of the date of this prospectus, there have been no material changes in our affairs which have occurred since the end of the latest fiscal year for which certified financial statements were included in the latest annual report to security holders and which have not been described in a report on Form 10-Q or Form 8-K filed under the Exchange Act.

## THE CONTRACT STAGES

### PRE-INCOME STAGE

**Beginning and End.** The Pre-Income Stage is the initial stage of the Contract. It begins on the Contract Date and ends when you enter the Income Stage or Insured Income Stage or elect the Annuitization option, or when your Contract is terminated, whichever occurs first.

**Description of Contract Stage.** The Pre-Income Stage provides for increases to your Income Percentage through the Income Deferral Rate feature. Non-Income Withdrawals are also permitted during this stage, if needed. This stage does not provide for Income Withdrawals or Insured Income Payments, however, the amount of Income Withdrawals and Insured Income Payments to which you may be entitled in the future are affected by the Pre-Income Stage due to potential changes in your Income Base and Income Percentage.

- On the Contract Date, your Income Base will equal your Initial Account Value Contribution. On each Valuation Day thereafter during the Pre-Income Stage, your Income Base will equal your Account Value. As such, any increase or decrease to your Account Value during the Pre-Income Stage will increase or decrease your Income Base on a dollar-for-dollar basis. Your Account Value and Income Base may increase as a result of positive investment performance or Additional Account Value Contributions. Your Account Value and Income Base may decrease as a result of negative investment performance or any Non-Income Withdrawals. See "Annual Income Amount, Income Percentage, and Income Base – Income Base – Changes to Income Base During Pre-Income Stage" for additional information.
- On the Contract Date, your Income Percentage will equal the Initial Income Percentage applicable to your Initial Account Value Contribution as shown in your Contract. After the Contract Date, your Income Percentage will increase based on the Income Deferral Rate each Valuation Day during the Pre-Income Stage. In addition, if you make an Additional Account Value Contribution, we will recalculate your Income Percentage to reflect a new, weighted Income Percentage. The weighted Income Percentage will be based on your current Income Percentage and the Initial Income Percentage applicable to your Additional Account Value Contribution. In general, if the Initial Income Percentage applicable to the Additional Account Value Contribution is higher than your current Income Percentage, your new Income Percentage will be higher than your current Income Percentage. If the Initial Income Percentage applicable to the Additional Account Value Contribution is lower than your current Income Percentage, your new Income Percentage will be lower than your current Income Percentage. Your Income Base and Annual Income Amount will increase as a result of any Additional Account Value Contribution. See "Annual Income Amount, Income Percentage, and Income Base – Income Percentage – Changes to Income Percentage During Pre-Income Stage" for additional information.

During the Pre-Income Stage, you may request a quote from us reflecting what your Annual Income Amount could be if you decided to begin the Income Stage. The quoted Annual Income Amount will be based on the prior Valuation Day.

**Treatment of Withdrawals.** Any withdrawal from your Account during the Pre-Income Stage (except a withdrawal to pay Contract Fees or Advisory Fees or to satisfy Required Minimum Distributions) will be deemed to be an "Income Withdrawal" unless you instruct us otherwise.

- If you do not specifically designate a withdrawal as a Non-Income Withdrawal, it will be deemed your first Income Withdrawal (and the Pre-Income Stage will end). Your first Income Withdrawal will be treated as having been taken during the Income Stage, rather than the Pre-Income Stage. See "Income Stage" below. ***If your first Income Withdrawal exceeds the Annual Income Amount calculated on the Valuation Day you take your first Income Withdrawal, a portion of your first Income Withdrawal will be an "Excess Withdrawal."***
- An unlimited number of Non-Income Withdrawals may be taken during the Pre-Income Stage. ***However, Non-Income Withdrawals reduce your Account Value, and thus your Income Base. Non-Income Withdrawals will reduce your Income Base on a dollar-for-dollar basis.***
- In order to designate a withdrawal during the Pre-Income Stage as a Non-Income Withdrawal, we must receive your designation request in Good Order before the withdrawal is taken.

**Contract Fees.** You must pay Contract Fees during the Pre-Income Stage to maintain the Contract. We may terminate the Contract if Contract Fees are not paid in full when due. See "Contract Fees" later in this prospectus for additional information.

**Investment Restrictions.** During the Pre-Income Stage and the Income Stage, this Contract will have Eligible Account Assets that 100% of your Account Value must be allocated to at all times. We may terminate the Contract if your Account fails to satisfy these investment restrictions. See "Investment Restrictions" later in this prospectus for additional information.

**Restrictions on Additional Account Value Contributions.** For the addition of new funds to your Account to be considered Additional Account Value Contributions, they must be acknowledged by us as such. There is no guarantee that you will always be permitted to make Additional Account Value Contributions. If we do not allow you to make Additional Account Value Contributions, you may not be able to increase the Contract's Annual Income Amount to the level you originally intended. If we reject the addition of new funds to your Account as an Additional Account Value Contribution, we will provide notification that the contribution has been rejected. The notification will provide a date by which the relevant funds must be removed from the Account. Failure to remove the funds from the Account by that date will result in the termination of the Contract. See "Purchasing the Contract and Making Account Value Contributions – Restrictions on Additional Account Value Contributions" later in this prospectus for additional information.

## INCOME STAGE

**Beginning and End.** The Income Stage begins on the Valuation Day following the earlier of your first Income Withdrawal (although your first Income Withdrawal will be treated as having been taken during the Income Stage) or upon our receipt of notification to begin the Income Stage in Good Order. If you never take an Income Withdrawal, or notify us to begin the Income Stage, your Contract will never enter the Income Stage. The Income Stage ends when you enter the Insured Income Stage or elect the Annuitization option, or when your Contract is terminated, whichever occurs first.

**Description of Contract Stage.** During the Income Stage, you may take Income Withdrawals from your Account. Income Withdrawals will not reduce your Income Base. Your ability to take Income Withdrawals is not unlimited, however. Exceeding the Annual Income Amount for the Contract Year may significantly reduce the value of your future Annual Income Amount and may cause the Contract to terminate.

Any withdrawal from your Account during the Income Stage will be deemed to be either an "Income Withdrawal" or an "Excess Withdrawal" (or a combination of both).

- **Income Withdrawals.** Each Contract Year during the Income Stage, you may take withdrawals from your Account up to your Annual Income Amount (and any Unused Annual Income Amount). All such withdrawals will be deemed Income Withdrawals. Please note:
  - You are not required to take annual Income Withdrawals during the Income Stage. Nor are you required to take your full amount of available Income Withdrawals each Contract Year during the Income Stage. ***If you do not take your full amount of Income Withdrawals each Contract Year, and do not use your Unused Annual Income Amount in future Contract Years, it may be less likely that your Account Value will be reduced to \$0 or below the Minimum Account Value while this Contract is in force and, thus, you may never receive Insured Income Payments from us.***
  - Each Income Withdrawal reduces your remaining Annual Income Amount for that Contract Year (and, if the withdrawal exceeds the Annual Income Amount, Unused Annual Income Amount, if any) on a dollar-for-dollar basis. For example, if your remaining Annual Income Amount is \$1,000 and your Unused Annual Income Amount is \$0 immediately before a withdrawal, and you take a withdrawal of \$250, the entire withdrawal will be an Income Withdrawal. Your remaining Annual Income Amount will be \$750, and your Unused Annual Income Amount will be \$0 immediately after the Income Withdrawal.
  - Income Withdrawals will be taken first from the current Contract Year's remaining Annual Income Amount and then from any Unused Annual Income Amount unless you request otherwise.
  - If you make an Additional Account Value Contribution during the Income Stage, your remaining Annual Income Amount will be immediately increased, making an additional amount of Income Withdrawal available for that Contract Year. See "Annual Income Amount, Income Percentage, and Income Base – Annual Income Amount – Immediate Adjustment to Remaining Annual Income Amount for Additional Account Value Contribution" for additional information.
  - In any Contract Year during the Income Stage that you do not take your full Annual Income Amount, your remaining Annual Income Amount will be available in subsequent Contract Years during the Income Stage as Unused Annual Income Amount. However, your Unused Annual Income Amount is subject to a Performance Adjustment on each Contract Date Anniversary during the Income Stage. As a result, a Performance Adjustment could be positive as a result of positive investment performance. Conversely, a Performance Adjustment could be negative as a result of negative investment performance and/or deductions for Contract Fees or Advisory Fees. See "Annual Income Amount, Income Percentage, and Income Base – Annual Income Amount – Unused Annual Income Amount" for additional information.
- **Excess Withdrawals.** Once your remaining Annual Income Amount (and Unused Annual Income Amount) for a Contract Year equals \$0, any additional amounts withdrawn during that Contract Year will be deemed to be Excess Withdrawals. For example, if your remaining Annual Income Amount is \$750 and your Unused Annual Income Amount is \$0 immediately before a withdrawal, and you withdraw \$1,000, the following will apply: (i) \$750 of the withdrawal will be an Income Withdrawal; (ii) your remaining Annual Income Amount and Unused Annual Income Amount will be reduced to \$0; and (iii) the remaining \$250 withdrawn will be an Excess Withdrawal. If you later withdraw \$500 during the same Contract Year, the entire withdrawal will be an Excess Withdrawal.

***An Excess Withdrawal may significantly reduce the value of your benefit and could cause your Contract to terminate. If your Account Value is reduced to \$0 as a result of an Excess Withdrawal, your Contract will be terminated. We will notify you of any withdrawal from your Account that we consider to be an Excess Withdrawal. If you believe there has been an error, you should contact us immediately.***

Withdrawals to pay Contract Fees or Advisory Fees will not reduce your remaining Annual Income Amount or Unused Annual Income Amount for that Contract Year. They will, however, negatively impact the Performance Adjustments applicable to your Income Base (which will lessen the Annual Income Amount calculated for the following Contract Year) and to any Unused Annual Income Amount. See "Additional Information About Withdrawals – Special Rules for Required Minimum Distributions."

**Calculation of Annual Income Amount.** Your Annual Income Amount is subject to change during the Income Stage. The Annual Income Amount is calculated at the beginning of the Income Stage and on the first Valuation Day of each Contract Year (i.e., each Contract Date Anniversary) during the Income Stage. The Annual Income Amount is calculated by multiplying the Income Percentage by the Income Base. Accordingly, an increase (or decrease) to your Income Base during a Contract Year will increase (or decrease) your Annual Income Amount for the next Contract Year.

- Your Income Base is subject to investment risk based on the performance of your Account (net of fees). On each Valuation Day during the Income Stage, your Income Base will be subject to a Performance Adjustment, which could be positive as a result of positive investment performance, or conversely, negative as a result of negative investment performance and/or deductions for Contract Fees or Advisory Fees. ***Your Income Base may decrease as a result of negative investment performance, even if you have not taken an Excess Withdrawal. Your Income Base (and future Annual Income Amount) would be higher if Contract Fees and Advisory Fees were not deducted from your Account.***
- ***Income Withdrawals will not reduce your Income Base. However, an Excess Withdrawal will proportionally reduce your Income Base by the ratio of the excess amount to the Account Value immediately prior to the Excess Withdrawal. The reduction to your Income Base may be greater than the Excess Withdrawal amount.***
- Your Income Base will increase for each Additional Account Value Contribution on a dollar-for-dollar basis.
- Your Income Percentage will not change unless you make an Additional Account Value Contribution, in which case your Income Percentage will be recalculated to reflect a weighted Income Percentage in the same manner as during the Pre-Income Stage.

See "Annual Income Amount, Income Percentage, and Income Base" for additional information.

**Contract Fees.** You must pay Contract Fees during the Income Stage to maintain the Contract. We may terminate the Contract if Contract Fees are not paid in full when due. See "Contract Fees" later in this prospectus for additional information.

**Investment Restrictions.** During the Pre-Income Stage and the Income Stage, this Contract will have Eligible Account Assets that 100% of your Account Value must be allocated to at all times. We may terminate the Contract if your Account fails to satisfy these investment restrictions. See "Investment Restrictions" later in this prospectus for additional information.

**Restrictions on Additional Account Value Contributions.** For the addition of new funds to your Account to be considered Additional Account Value Contributions, they must be acknowledged by us as such. There is no guarantee that you will always be permitted to make Additional Account Value Contributions. If we do not allow you to make Additional Account Value Contributions, you may not be able to increase the Annual Income Amount to the level you originally intended. If we reject the addition of new funds to your Account as an Additional Account Value Contribution, we will provide notification that the contribution has been rejected. The notification will provide a date by which the relevant funds must be removed from the Account. Failure to remove the funds from the Account by that date will result in the termination of the Contract. See "Purchasing the Contract and Making Account Value Contributions – Restrictions on Additional Account Value Contributions" later in this prospectus for additional information.

## INSURED INCOME STAGE

**Beginning and End.** The Insured Income Stage will begin if one of the qualifying events identified below occurs, or you elect to begin the Insured Income Stage and transfer any remaining Account Value to us, if applicable. We must receive your election at our Service Office in Good Order. Once we receive your election, it is irrevocable. The date on which the Insured Income Stage begins is the "Annuity Date". After our Insured Income Payment obligations have been satisfied, the Contract will terminate.

**Qualifying Events and Description of Contract Stage.** The Insured Income Stage may begin upon the earlier of (a) or (b) below (each a "qualifying event"):

- (a) **Your Account Value is reduced to \$0, provided that it was not reduced to \$0 as a result of an Excess Withdrawal, or below the Minimum Account Value**
- or
- (b) **Provided that the qualifying event in (a) has not yet occurred, you terminate your Account with your Financial Firm, or your Financial Firm no longer has an agreement with us to service this Contract.**

If a qualifying event occurs and you elect to begin the Insured Income Stage:

- Your Account Value, if any, as of the date of the qualifying event must be transferred directly to us.
- We will make Insured Income Payments until the death of the Annuitant for a single income Contract or until the death of both Annuitants for a joint income Contract. The total Insured Income Payments for each Contract Year will equal the Annual Income Amount as of the Annuity Date, adjusted for any Additional Contributions or Excess Withdrawals that occurred in the same Contract Year as the qualifying event. You may request that we make Insured Income Payments at the frequency you select beginning on the next Valuation Day following the qualifying event. If the Annuitant dies (or the Annuitants die) before we make the first Insured Income Payment, no Insured Income Payments will be due.
- If your Contract is in the Income Stage immediately prior to the qualifying event, please note:
  - If you have any remaining Annual Income Amount or Unused Annual Income Amount for the current Contract Year, you may withdraw it from your Account before transferring your Account Value to us (provided that you have sufficient Account Value to withdraw the remaining amounts). If you withdraw the entire remaining Annual Income Amount and Unused Annual Income Amount, you will not receive Insured Income Payments until the next Contract Year. If you withdraw only a portion or none, your Insured Income Payments for the rest of the current Contract Year will equal the remaining Annual Income Amount and Unused Annual Income Amount that was not withdrawn. In any case, your total Insured Income Payments for each future Contract Year

will equal your Annual Income Amount as of the Annuity Date, adjusted for any Additional Account Value Contributions and Excess withdrawals that occurred in the same Contract Year as the qualifying event.

- In the event that you must transfer remaining Account Value to us to begin the Insured Income Stage, your Insured Income Payments may be impacted if there has been a change in your Account Value as of the date you close your Account at your Financial Firm and the date we receive your Account Value. If the Account Value is higher, we will treat the increase as an Additional Account Value Contribution. If the Account Value is lower, we will treat the decrease as a withdrawal in accordance with the conditions of the Pre-Income Stage or Income Stage, as applicable to your Contract immediately prior to the qualifying event.

If the total amount due each Contract Year is less than \$100, we may limit the frequency of your Insured Income Payments. Insured Income Payments will be made no less frequently than annually. You will be notified of the payment options available to you.

If necessary, and if you transfer any amount of Account Value to us to begin the Insured Income Stage, we will increase the dollar amount of your annual Insured Income Payments so that they are no less than those provided by the application of an equivalent amount to the purchase of a single premium immediate annuity contract offered by us on the Annuity Date to the same Annuitant or Annuitants class for the same payment option.

#### **Additional Information.**

- ***If your Account Value is reduced to \$0 as a result of an Excess Withdrawal, your Contract will be terminated. You will not receive Insured Income Payments.***
- ***See “Additional Information Related to Your Financial Firm and Financial Professional” for information about your options in the event of a Financial Firm Change.***
- You cannot elect the Annuitization option after you elect to begin receiving Insured Income Payments.
- Your Annual Income Amount will not change during the Insured Income Stage.
- You cannot change your Insured Income Payment frequency after the Annuity Date.
- You are not subject to Contract Fees during the Insured Income Stage.
- After the Annuity Date, there is no longer an Account in which this Contract is in relation to.

#### **ANNUITIZATION OPTION**

At any time on or after the 1<sup>st</sup> Contract Date Anniversary, you may convert your entire remaining Account Value into a guaranteed stream of Annuity Payments from us. You cannot elect the Annuitization option if you have already elected to begin Insured Income Payments. We must receive your election at our Service Office in Good Order. Once we receive your election, it is irrevocable. The date on which you elect the Annuitization option is also referred to as the “Annuity Date”.

If you elect the Annuitization option, your entire Account Value as of the Annuity Date must be transferred to us. After our Annuity Payment obligations have been satisfied, the Contract will terminate. The amount and duration of your Annuity Payments will depend on the amount of assets annuitized, the age and sex of the Annuitant(s), and the annuity option you select.

Please note:

- ***You cannot elect the Annuitization option if you have already elected to begin Insured Income Payments. If the initial Annuity Payment would be less than \$100, we will not allow you to elect the Annuitization option (except as otherwise specified by applicable law).***
- You are not required to elect the Annuitization option under any circumstances. There is no latest Annuity Date under the Contract, and no date as of which the Annuitization option is automatically exercised.
- If you have remaining Annual Income Amount or Unused Annual Income Amount when you elect the Annuitization option, you may withdraw it from your Account Value before transferring your Account Value to us. However, your Annuity Payments will be lower because you will be annuitizing fewer assets.
- If you select an annuity option with a lifetime payout and no period certain, we will increase the dollar amount of your annual Annuity Payments as necessary so that they are no less than the annual Insured Income Payments you would have received during the Insured Income Stage, based on your Annual Income Amount as of the Annuity Date, adjusted for any Additional Account Value Contributions or Excess Withdrawals that occurred the same year as the Annuity Date. For this purpose, if there has been a change in your Account Value as of the date you close your Account at your Financial Firm and the date we receive your Account Value, the following applies: (i) if the Account Value is higher, we will treat the increase as an Additional Account Value Contribution, and (ii) if the Account Value is lower, we will treat the decrease as a withdrawal in accordance with the conditions of the Pre-Income Stage or Income Stage, as applicable to your Contract immediately prior to the Annuity Date.
- You are not subject to Contract Fees after you elect the Annuitization option.
- After the Annuity Date, there is no longer an Account in which this Contract is in relation to.

See “Annuitization Option” later in this prospectus for additional information.

## ANNUAL INCOME AMOUNT, INCOME BASE, AND INCOME PERCENTAGE

### ANNUAL INCOME AMOUNT

Subject to its terms, the Contract provides for the distribution of an annual amount we call the "Annual Income Amount" from your Account during the Income Stage (Income Withdrawals) and from us over the lifetime of the Annuitant or over the joint lifetimes of the Annuitants during the Insured Income Stage (Insured Income Payments). Because Income Withdrawals and Insured Income Payments will be based on the Annual Income Amount, it is important for you to understand when and how your Annual Income Amount is calculated. It is also important for you to understand which actions and events will cause your Annual Income Amount to increase and decrease.

#### When the Annual Income Amount is Calculated.

- **Pre-Income Stage.** You may request a quote from us reflecting what your Annual Income Amount could be if you decided to begin the Income Stage. The quoted Annual Income Amount will be based on the prior Valuation Day.
- **Income Stage.** Your Annual Income Amount will be calculated at the beginning of this stage and, thereafter, your Annual Income Amount will be recalculated on the first Valuation Day of each Contract Year (*i.e.*, each Contract Date Anniversary) during the Income Stage.
- **Insured Income Stage.** During the Insured Income Stage, your Annual Income Amount will equal your Annual Income Amount as of the Annuity Date, adjusted for any Additional Account Value Contributions and Excess Withdrawals that occurred in the same Contract Year as the qualifying event. If you were in the Pre-Income Stage on that date, your Annual Income Amount will be calculated for the first time on that date. Your Annual Income Amount will not change for the duration of the Insured Income Stage.
- **Annuitization Option.** You do not have an Annual Income Amount after you elect the Annuitization option. See "Annuitization Option" later in this prospectus for an explanation of how Annuity Payments are calculated.

**How the Annual Income Amount is Calculated.** On each date of calculation as described in the previous section, your Annual Income Amount is calculated by multiplying your Income Base by your Income Percentage as of that Valuation Day. For example, at a time that we calculate the Annual Income Amount, if the Income Base equals \$100,000 and the Income Percentage equals 4%, the Annual Income Amount will equal \$4,000 (*i.e.*,  $\$100,000 \times 0.040 = \$4,000$ ).

During the Pre-Income Stage, you will have an Income Percentage and an Income Base, which is subject to potential positive and negative adjustments. Likewise, during the Income Stage, you will have an Income Percentage and an Income Base that is subject to potential positive and negative adjustments. Therefore, your future Annual Income Amount will be affected by changes in your Income Base, as well as changes to the Income Percentage due to Deferral Rates and Additional Account Value Contributions during those Contract stages. See "Income Base" and "Income Percentage" later in this section for information about how your Income Base and Income Percentage may increase or decrease.

#### Immediate Adjustment to Remaining Annual Income Amount for an Additional Account Value Contribution During the Income Stage.

If you make an Additional Account Value Contribution during the Income Stage, your remaining Annual Income Amount will be immediately increased, making an additional amount of Income Withdrawals available for that Contract Year. When an Additional Account Value Contribution is acknowledged by us, your Income Percentage will be recalculated to be a weighted average of your current Income Percentage and the Initial Income Percentage applicable to your Additional Account Value Contribution and the remaining Annual Income Amount for the Contract Year will be increased by an amount equal to the new weighted Income Percentage applied against the Additional Account Value Contribution. See "Examples of Calculations – Examples of Impact of Additional Account Value Contributions on the Income Base, Income Percentage and Annual Income Amount" for an example.

**Unused Annual Income Amount.** Any portion of the Annual Income Amount not withdrawn in a Contract Year during the Income Stage will be carried over to allow for Income Withdrawals above the Annual Income Amount in future Contract Years during the Income Stage. We refer to this as "Unused Annual Income Amount."

However, your Unused Annual Income Amount is subject to investment risk based on the performance of your Account (net of fees). A Performance Adjustment will apply to any Unused Annual Income Amount on each Contract Date Anniversary during the Income Stage and could be positive as a result of positive investment performance, or conversely, negative as a result of negative investment performance and/or deductions for Contract Fees or Advisory Fees.

For example, assume that at the end of a Contract Year during the Income Stage you had \$1,000 in remaining Annual Income Amount for the current Contract Year and \$1,000 in Unused Annual Income Amount from prior Contract Years. Also assume that your Income Base had decreased by 10% since the previous Contract Date Anniversary, excluding the impact of any Additional Account Value Contributions. Based on these assumptions, on the Contract Date Anniversary, your Unused Annual Income Amount would be reduced by 10% (same as the net percentage change to your Income Base) from \$2,000 to \$1,800. Conversely, had your Income Base increased by 10%, your Unused Annual Income Amount would be increased from \$2,000 to \$2,200.

### INCOME BASE

The Income Base is the amount to which we apply the Income Percentage to determine the Annual Income Amount in the Pre-Income and Income Stages. Your Income Base may increase or decrease during the Pre-Income Stage and Income Stage. You will not have an Income Base after

electing the Annuitization option because your Annuity Payments will not be based on an Annual Income Amount, nor will you continue to have an Income Base in the Insured Income Payment Stage because your Insured Income Payments are calculated on the Annuity Date and will not change for the remainder of the Insured Income Stage.

**Initial Income Base.** On the Contract Date, your Income Base will equal your Initial Account Value Contribution.

**Changes to Income Base During the Pre-Income Stage.** During the Pre-Income Stage, on each Valuation Day after the Contract Date, your Income Base will equal your Account Value. Because your Income Base is directly tied to your Account Value during the Pre-Income Stage, your Income Base will be increased on a dollar-for-dollar basis by positive investment performance and Additional Account Value Contributions and will be decreased on a dollar-for-dollar basis by negative investment performance and withdrawals from your Account, as explained further below.

- **Investment Performance.** Investment performance may increase or decrease your Account Value and Income Base. Your Account Value may be invested in assets that are subject to market risk and/or other investment risks, which means that your Account Value may fluctuate up or down based on market conditions and other factors. Your Income Base is subject to the same level of investment risk because your Income Base will always equal your Account Value during the Pre-Income Stage.
- **Additional Account Value Contributions.** If you make an Additional Account Value Contribution, your Income Base is increased by the dollar amount of the Additional Account Value Contribution (as of the Valuation Day we approve it). For example, if an Additional Account Value Contribution increases your Account Value by \$5,000, your Income Base will likewise increase by \$5,000.
- **Withdrawals.** If you take *any* withdrawal from your Account during the Pre-Income Stage (other than a withdrawal your Financial Institution designates as a fee payment), you must affirmatively designate it as a Non-Income Withdrawal or else it will be treated as an Income Withdrawal and the Pre-Income Stage will end.
  - A Non-Income Withdrawal will decrease your Income Base by the dollar amount of the Non-Income Withdrawal. For example, if you withdraw \$1,000 from your Account for any reason during the Pre-Income Stage and designate the deduction as a Non-Income Withdrawal, your Income Base will likewise decrease by \$1,000.
  - Your first Income Withdrawal will be treated as having been taken during the Income Stage, as discussed further below. ***If your first Income Withdrawal exceeds the Annual Income Amount calculated on the Valuation Day you take your first Income Withdrawal, a portion of your first Income Withdrawal will be an Excess Withdrawal.***

**Changes to Income Base During the Income Stage.** On the first Valuation Day during the Income Stage, your Income Base will be equal to the Income Base from the Pre-Income Stage immediately before going into the Income Stage or, if the Income Stage started as a result of you taking your first Income Withdrawal, it will be equal to the Income Base immediately before the withdrawal. Your Income Base may increase or decrease during the Income Stage as described below. Please note it is unlikely that your Account Value will equal your Income Base during the Income Stage because (i) Income Withdrawals reduce your Account Value but not your Income Base (whereas, during the Pre-Income Stage, all withdrawals reduce your Account Value and Income Base) and (ii) Excess Withdrawals reduce your Income Base on a proportionate basis, not a dollar-for-dollar basis.

- **Investment Performance.** Your Income Base remains subject to investment risk based on the performance of your Account (net of fees) during the Income Stage. On each Valuation Day during the Income Stage, your Income Base will be subject to a Performance Adjustment. A Performance Adjustment could be positive as a result of positive investment performance, or conversely, a negative as a result of negative investment performance and/or deductions for Contract Fees or Advisory Fees.

For example, assume at the close of a Valuation Day during the Income Stage, your Account Value is \$90,000 and your Income Base is \$100,000. If your Account Value appreciated in value by 1% to \$90,900 by the close of the next Valuation Day solely due to investment performance, your Income Base would likewise increase by 1% from \$100,000 to \$101,000. Conversely, if your Account Value depreciated in value by 1% from \$90,000 to \$89,100, your Income Base would likewise decrease by 1% from \$100,000 to \$99,000. Note that, in this example, the Account Value increased or decreased by \$900, whereas the Income Base increased or decreased by \$1,000, even though each increased or decreased by 1%.

- **You should understand that your Income Base remains subject to investment risk during the Income Stage and that your Income Base would be higher if Contract Fees and Advisory Fees were not deducted from your Account. Additional Account Value Contributions.** If you make an Additional Account Value Contribution, your Income Base is increased by the dollar amount of the Additional Account Value Contribution, same as in the Pre-Income Stage.
- **Withdrawals.** During the Income Stage, other than withdrawals to pay Contract Fees or Advisory Fees, any withdrawal from your Account will be deemed to be either an Income Withdrawal or an Excess Withdrawal (or a combination of both).
  - Each Contract Year during the Income Stage, you may take withdrawals from your Account up to your Annual Income Amount (and any Unused Annual Income Amount). All such withdrawals will be deemed Income Withdrawals. Once your remaining Annual Income Amount (and Unused Annual Income Amount) for a Contract Year equals \$0, any additional amounts withdrawn during that Contract Year will be deemed to be Excess Withdrawals.

- Income Withdrawals do not reduce your Income Base. For example, if your Account Value equals \$80,000 and your Income Base equals \$100,000 immediately before an Income Withdrawal of \$1,000, your Account Value will equal \$79,000 and your Income Base will equal \$100,000 immediately after the Income Withdrawal.
- An Excess Withdrawal proportionally reduces your Income Base by the ratio of the Excess Withdrawal amount to the Account Value immediately prior to the Excess Withdrawal. For example, if your Account Value equals \$80,000 and your Income Base equals \$100,000 immediately before an Excess Withdrawal of \$1,000, your Account Value will equal \$79,000 and your Income Base will equal \$98,750 immediately after the Excess Withdrawal. Please note that, because the Excess Withdrawal reduced the Account Value by 1.25% (i.e.,  $(\$1,000 / \$80,000) \times 100\%$ ), the Income Base was likewise reduced by 1.25%. However, because the Income Base was greater than the Account Value, the Account Value decreased by \$1,000 while the Income Base decreased by \$1,250.

***An Excess Withdrawal may significantly reduce the value of your Annual Income Amount and could cause your Contract to terminate. The reduction to your Income Base may be greater than the Excess Withdrawal amount. If your Account Value is reduced to \$0, as a result of an Excess Withdrawal, your Contract will be terminated. We will notify you of any withdrawal from your Account that we consider to be an Excess Withdrawal. If you believe there has been an error, you should contact us immediately.***

- Deductions from your Account to pay Contract Fees or Advisory Fees are not considered withdrawals for purposes of the Contract. Such deductions will not reduce your remaining Annual Income Amount (or Unused Annual Income Amount) and will not be Excess Withdrawals. However, each such deduction will reduce the Performance Adjustment to your Income Base on the next Valuation Day and to your Unused Annual Income Amount on the next Contract Date Anniversary. Withdrawals to satisfy Required Minimum Distributions will be treated as Income Withdrawals, subject to limitations. See "Additional Information About Withdrawals – Special Rules for Required Minimum Distributions."

## INCOME PERCENTAGE

The Income Percentage is the rate we apply to the Income Base to determine the Annual Income Amount. Your Income Percentage will change during the Pre-Income Stage and can also change during the Income Stage as described below. Neither your Income Percentage (nor Annual Income Amount) will change during the Insured Income Stage. You will not have an Income Percentage after electing the Annuitization option because your Annuity Payments will not be based on an Annual Income Amount.

**Initial Income Percentage.** On the Contract Date, your Income Percentage will equal the Initial Income Percentage applicable to your Initial Account Value Contribution. The Initial Income Percentage applicable to your Initial Account Value Contribution is based on the age of the Annuitant, or the younger of the Annuitants, on the Contract Date. The Initial Income Percentage schedule applicable to your Initial Account Value Contribution will be shown in your Contract. You should refer to the current Rate Sheet Prospectus Supplement for the Initial Income Percentages that we are currently offering.

**Changes to Income Percentage.** After the Contract Date, your Income Percentage will not change except as follows:

- Daily Increase During Pre-Income Stage for Income Deferral Rate.** Your Income Percentage will increase each day during the Pre-Income Stage. The Income Deferral Rate is expressed as an annualized percentage and is applied daily to your Income Percentage. The applicable Income Deferral Rate is determined by the attained age of the Annuitant, or the younger of the Annuitants, on the Contract Date and each Contract Date Anniversary thereafter as shown in the Income Deferral Rate schedule set forth in your Contract (i.e., the Income Deferral Rate will change as the Annuitant(s) ages.) See "Examples of Calculations – Example of Income Deferral Rate Addition to Income Percentage During Pre-Income Stage" for an example. The Income Deferral Rate does not accrue after the Pre-Income Stage ends.
- Recalculation Due to Additional Account Value Contribution.** Your Income Percentage will be recalculated as a new, weighted Income Percentage if you make an Additional Account Value Contribution during the Pre-Income Stage or the Income Stage. If you make an Additional Account Value Contribution, it will be assigned an Initial Income Percentage. The Initial Income Percentage applicable to your Additional Account Value Contribution will be the Initial Income Percentage we are declaring for new sales of the Contract (if we are still selling the Contract) or Additional Account Value Contributions (if we are no longer selling the Contract) based on the age of the Annuitant, or the younger of the Annuitants, on the date of the contribution. You should refer to the current Rate Sheet Prospectus Supplement for the Initial Income Percentages that we are currently offering. In no event will the Initial Income Percentage applicable to your Additional Account Value Contribution be lower than 1.00%.

When an Additional Account Value Contribution is made, your Income Percentage will be recalculated to be a weighted average of your current Income Percentage and the Initial Income Percentage applicable to your Additional Account Value Contribution. The formula for calculating the new weighted Income Percentage is:

$((A \times B) + (C \times D)) / (A + C)$ , where:

A = The Income Base immediately before an Additional Account Value Contribution is effective.

B = The Income Percentage immediately before the Additional Account Value Contribution is effective.

C = The amount of the Additional Account Value Contribution.

D = The Initial Income Percentage applicable to the Additional Account Value Contribution.

See “Examples of Calculations – Examples of Impact of Additional Account Value Contributions on the Income Base, Income Percentage and Annual Income Amount” for an example.

***In general, if the Initial Income Percentage applicable to the Additional Account Value Contribution is higher than your current Income Percentage, your new Income Percentage will be higher than your current Income Percentage. If the Initial Income Percentage applicable to the Additional Account Value Contribution is lower than your current Income Percentage, your new Income Percentage will be lower than your current Income Percentage. Your Income Base and Annual Income Amount will increase as a result of any Additional Account Value Contribution.***

- **One-Time, Permanent Reduction Due to Opt-Out of Contract Fee Percentage Increase.** If you opt-out of an increase to your Contract Fee percentage, your Income Percentage will be subject to a one time and permanent reduction of 5% on the next Contract Date Anniversary. For example, assume your Contract Date Anniversary is January 2, you reject a Contract Fee percentage increase on December 15, and your current Income Percentage is 4%. Based on these assumptions, on the next January 2, your Income Percentage will be reduced from 4% to 3.80%. See “Contract Fees – Increase to Annual Contract Fee Percentage and Impact of Opt-Out.”
- **Other Changes to Income Percentage.** Please note the Income Percentage could change if there is a change to the Annuitant(s) under the Contract, as discussed under “Contract Designations” later in this prospectus.

## RATE SHEET PROSPECTUS SUPPLEMENT FOR DECLARED RATES AND CONTRACT FEES

We disclose the Initial Income Percentages applicable to Initial Account Value Contributions for new Contracts and any Additional Account Value Contributions for Contracts already in effect, as well as the Income Deferral Rates for new Contracts and Contract Fees, in a Rate Sheet Prospectus Supplement. The Rate Sheet Prospectus Supplement in effect is attached to the prospectus you receive at the time you purchase your Contract.

***Please note, for new Contracts, in order to receive the applicable Initial Income Percentages and Income Deferral Rates stated in a Rate Sheet Prospectus Supplement, your Contract application must be signed and received by us in Good Order within the stated time period during which such rates will apply.***

***We may change the Initial Income Percentages and Income Deferral Rates periodically and will issue a new Rate Sheet Prospectus Supplement each time we do so. Each Rate Sheet Prospectus Supplement we issue will supersede all previous Rate Sheet Prospectus Supplements and the Initial Income Percentages and Income Deferral Rates therein. While the Contract is in effect, any Additional Account Value Contributions you make after the Contract is issued will be subject to the Initial Income Percentages in effect on the Valuation Day we acknowledge the Additional Account Value Contribution. You can view the current Rate Sheet Prospectus Supplement with the prospectus on our website at [www.prudential.com/investor/prospectuses](http://www.prudential.com/investor/prospectuses).***

See "Appendix [ ]" for historical rates.

## EXAMPLES OF CALCULATIONS

The values shown in this section (and the other examples in this prospectus) are purely hypothetical and are intended to help you understand the operation of the Contract.

### Example of Income Deferral Rate Addition to Income Percentage During Pre-Income Stage

This example is intended to illustrate the daily accrual of the Income Deferral Rate to the Income Percentage during the Pre-Income Stage. Assume the following:

- The Contract Date is June 15, the Owner is the sole Annuitant and age 65.
- The Initial Income Percentage and Income Deferral Rate then in effect for a sole Annuitant age 65 are 4.00%, and 0.20%, respectively.
- The Income Deferral Rate then in effect for a sole Annuitant age 66 is 0.25%.
- The Account Value and Income Base on the Contract Date is \$100,000.
- On December 15 of the first Contract Year, the Account Value has grown to \$106,000 from positive investment performance. No Income Withdrawals have been requested so the Income Base is also \$106,000.
- A quote of the Annual Income Amount is requested as of December 16.

The quoted Annual Income Amount on December 16 (based on values from December 15) would be \$4,346.87 determined by multiplying the Income Percentage of 4.10% by \$106,000. The Income Percentage of 4.10% = 4.00% + [0.20% x (184 days / 365 days)]. The daily amount of the Income Deferral Rate will change to 0.25% on the next Contract Date Anniversary on which the Owner's attained age enters the next rate level unless the Pre-Income Stage has ended.

### Example of Decrease to Income Base for Non-Income Withdrawal During Pre-Income Stage

This example is intended to illustrate the dollar-for-dollar reduction to the Income Base due to a Non-Income Withdrawal during the Pre-Income Stage. Assume the following:

- The Contract Date is November 1st.
- On October 3rd of the following calendar year, the Account Value is \$120,000, and, since Income Withdrawals have not yet begun, the Income Base is the same as Account Value, so it is also \$120,000.
- Also, on that same October 3rd, a \$15,000 Non-Income Withdrawal is taken.

Non-Income Withdrawals reduce the Account Value by the amount of the withdrawal, so the Account Value after the Non-Income Withdrawal is \$105,000 (\$120,000 – \$15,000). After the withdrawal, the Income Base will be equal to the Account Value, \$105,000.

### Examples of Income Withdrawal and Excess Withdrawal During the Income Stage

Continuing the previous example, now assume the following for the next two examples:

- A new Contract Year begins on November 1st.
- On October 24th of the following calendar year, a \$2,500 withdrawal is taken.
- On October 29th of the same year, a \$5,000 withdrawal is taken.

#### *Example of Dollar-for-Dollar Reduction to Remaining Annual Income Amount for Income Withdrawal*

On October 24th, the remaining Annual Income Amount is \$6,000 and Unused Annual Income Amount is \$0. As such, the entire \$2,500 withdrawal is deemed to be an Income Withdrawal. When \$2,500 is withdrawn on this date, the remaining Annual Income Amount for that Contract Year (up to and including October 31st) is \$3,500. This is the result of a dollar-for-dollar reduction of the remaining Annual Income Amount by withdrawals that do not exceed the remaining Annual Income Amount plus any Unused Annual Income Amount (\$6,000 less \$2,500 = \$3,500).

#### *Example of Proportionate Reduction to Income Base for Excess Withdrawal*

Continuing the previous example, when a withdrawal of \$5,000 is taken on October 29th, the Account Value immediately prior to this withdrawal is \$103,500 and the Income Base is \$130,000. The first \$3,500 of this withdrawal is deemed to be an Income Withdrawal and reduces the remaining Annual Income Amount for that Contract Year to \$0. The remaining withdrawal amount of \$1,500 is an Excess Withdrawal and proportionally reduces the Income Base by the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal. This reduction in Income Base will impact the Annual Income Amount in future Contract Years. (Note that if there are other future withdrawals in that Contract Year, each would result in another proportional reduction to the Income Base).

Here is the calculation:

|                                                               |              |
|---------------------------------------------------------------|--------------|
| Account Value before Income Withdrawal                        | \$103,500.00 |
| Income Base before Income Withdrawal                          | \$130,000.00 |
| Less amount of Annual Income Amount remaining                 | \$3,500.00   |
| Account Value immediately before Excess Withdrawal of \$1,500 | \$100,000.00 |
| Excess Withdrawal amount                                      | \$1,500.00   |
| Proportional Reduction to Income Base                         | 1.50%        |
| Income Base after Excess Withdrawal                           | \$128,050.00 |

#### Examples of Impact of Additional Account Value Contributions on the Income Base, Income Percentage and Annual Income Amount

Provided below are examples of the impact of Additional Account Value Contributions. Assume the following:

- The Contract Date is September 9<sup>th</sup>.
- On March 9<sup>th</sup> of the following calendar year, the Income Percentage is 5.00%, the Income Base is \$100,000, and an Additional Account Value Contribution of \$25,000 is made.
- The Initial Income Percentage attributable to the Additional Account Value Contribution based on the attained age of the sole Annuitant is 4.00%.

##### Example of Income Base Increase due to Additional Account Value Contribution

The Additional Account Value Contribution of \$25,000 is applied as of March 9<sup>th</sup> and increases the Income Base to \$125,000 as of March 9<sup>th</sup> (\$100,000 + \$25,000 = \$125,000).

##### Example of Change to the Income Percentage due to Additional Account Value Contribution

Continuing the previous example, as noted above, the Income Percentage prior to the Additional Account Value Contribution is 5.00%, which includes the accumulated amount of the Income Deferral Rate, and the Initial Income Percentage attributable to the Additional Account Value Contribution is 4.00%. The new Income Percentage after the additional Purchase Payment is 4.80%. This is the result of taking the weighted average of the two Income Percentages:  $((5\% * \$100,000) + (4\% * \$25,000)) / \$125,000 = 4.8\%$ .

Here is the calculation:

|                                                                                 |              |
|---------------------------------------------------------------------------------|--------------|
| Income Base before Additional Account Value Contribution                        | \$100,000.00 |
| Income Percentage before Additional Account Value Contribution                  | 5.00%        |
| Additional Account Value Contribution                                           | \$25,000.00  |
| Initial Income Percentage attributable to Additional Account Value Contribution | 4.00%        |
| New Income Base                                                                 | \$125,000.00 |
| New Income Percentage                                                           | 4.80%        |

##### Example of Increase to Annual Income Amount for Next Contract Year due to Additional Account Value Contribution

Continuing the previous example, the Annual Income Amount calculated at the beginning of the Contract Year was \$5,000 (5% of \$100,000 = \$5,000). Following the application of the Additional Account Value Contribution, the new Income Base is \$125,000 and the new Income Percentage is 4.8%. Assuming no changes to the Income Base or Income Percentage, the Annual Income Amount calculated on the next Contract Date Anniversary will be \$6,000. This is the result of applying the new Income Percentage to the new Income Base  $(4.8\% * \$125,000 = \$6,000)$ .

#### Examples of Changes to the Income Base due to Performance Adjustment

During the Income Stage, the Income Base is subject to a Performance Adjustment on each Valuation Day during the Income Stage. The Performance Adjustment to the Income Base can be positive or negative based on investment performance and deductions for Contract Fees or Advisory Fees. The following examples show changes to the Income Base due to daily net Account performance and then how the Income Base on the Contract Date Anniversary determines that Contract Year's Annual Income Amount.

##### Example of Change to Income Base after Income Withdrawals Have Started

On the Contract Date Anniversary, the Account Value is \$100,000.00, the Income Base is \$125,000.00, and the Income Percentage is 4.80%. This results in an Annual Income Amount for the Contract Year of \$6,000.00. On the Valuation Day after the Contract Date Anniversary, no withdrawals are taken, no Additional Account Value Contributions are made, and the Account Value has increased to \$102,500. This 2.5% increase to the Account Value causes the Income Base to increase to \$128,125.00 and the Annual Income Amount remains \$6,000.00 for the current Contract Year. On the following Valuation Day, no withdrawals are taken, no Additional Account Value Contributions are made, and the Account Value has

decreased to \$101,475.00. This 1.0% decrease to Account Value causes the Income Base to decrease to \$126,843.75 and the Annual Income Amount remains \$6,000.00 for the current Contract Year.

|                           | Account Value | Income Base  | Annual Income Amount |
|---------------------------|---------------|--------------|----------------------|
| Contract Date Anniversary | \$100,000.00  | \$125,000.00 | \$6,000.00           |
| Next Valuation Day        | \$102,500.00  | \$128,125.00 | \$6,000.00           |
| Next Valuation Day        | \$101,475.00  | \$126,843.75 | \$6,000.00           |

The following examples demonstrate the impact of an increase to the Income Base, and a corresponding increase to the Annual Income Amount and a decrease to the Income Base and a corresponding decrease to the Annual Income Amount. For simplicity, these examples reflect a full year of hypothetical change in Account Value due to investment performance.

*Assumed Increase to Income Base and Annual Income Amount from Positive Investment Performance*

The Income Base on the prior Contract Date Anniversary was \$125,000.00 and the Income Percentage is 4.80%. This resulted in the Annual Income Amount for the prior Contract Year of \$6,000.00. As of current Contract Date Anniversary, the Income Base has increased and is now \$130,000.00 resulting in an Annual Income Amount of \$6,240.00 for the current Contract Year.

|                                                  |              |
|--------------------------------------------------|--------------|
| Income Percentage                                | 4.80%        |
| Income Base on prior Contract Date Anniversary   | \$125,000.00 |
| Annual Income Amount for prior Contract Year     | \$6,000.00   |
| Income Base on current Contract Date Anniversary | \$130,000.00 |
| Annual Income Amount for current Contract Year   | \$6,240.00   |

*Assumed Decrease to Income Base and Annual Income Amount from Negative Investment Performance*

The Income Base on the prior Contract Date Anniversary was \$130,000.00 and the Income Percentage is 4.80%. This resulted in the Annual Income Amount for the prior Contract Year of \$6,240.00. As of current Contract Date Anniversary, the Income Base has decreased and is now \$125,000.00 resulting in an Annual Income Amount of \$6,000.00 for the current Contract Year.

|                                                  |              |
|--------------------------------------------------|--------------|
| Income Percentage                                | 4.80%        |
| Income Base on prior Contract Date Anniversary   | \$130,000.00 |
| Annual Income Amount for prior Contract Year     | \$6,240.00   |
| Income Base on current Contract Date Anniversary | \$125,000.00 |
| Annual Income Amount for current Contract Year   | \$6,000.00   |

**Example of Impact of Additional Account Value Contribution on Remaining Annual Income Amount**

Continue from prior example (assume no other transactions other than indicated below):

|                                                         |           |
|---------------------------------------------------------|-----------|
| Income Percentage                                       | 4.80%     |
| Income Base on prior Contract Date Anniversary          | \$125,000 |
| Annual Income Amount on Prior Contract Date Anniversary | \$6,000   |
| Unused Annual Income Amount                             | \$0       |

**5 Months After Prior Contract Date Anniversary:**

|                                                                      |           |                         |
|----------------------------------------------------------------------|-----------|-------------------------|
| Net Performance from Prior Contract Date Anniversary to Current date | -4.00%    |                         |
| Income Base Immediately Before Income Withdrawal                     | \$120,000 | (\$125,000 x (1-4.00%)) |
| Income Withdrawal Amount                                             | \$5,000   |                         |
| Remaining Annual Income Amount After Income Withdrawal               | \$1,000   | (\$6,000-\$5,000)       |

**4 Months Later:**

|                                                                            |           |                                                                    |
|----------------------------------------------------------------------------|-----------|--------------------------------------------------------------------|
| Net Performance from Prior Income Withdrawal Date to Current Date          | 5.00%     |                                                                    |
| Income Base Immediately Before Additional Account Value Contribution       | \$126,000 | $(\$120,000 \times (1 + 5.00\%))$                                  |
| Income Percentage Immediately Before Additional Account Value Contribution | 4.80%     |                                                                    |
| Additional Account Value Contribution                                      | \$50,000  |                                                                    |
| Income Rate for Additional Value Contribution                              | 4.00%     |                                                                    |
| Income Base After Additional Account Value Contribution                    | \$176,000 | $(\$126,000 + \$50,000)$                                           |
| Weighted Income Percentage                                                 | 4.57%     | $((\$126,000 \times 4.80\% + \$50,000 \times 4.00\%) / \$176,000)$ |
| Increase in Annual Income Amount                                           | \$2,285   | $(\$50,000 \times 4.57\%)$                                         |
| Remaining Annual Income Amount After Additional Account Value Contribution | \$3,285   | $(\$1,000 + \$2,285)$                                              |

**Example of Impact of Performance Adjustment on Unused Annual Income Amount**

Any Unused Annual Income Amount is subject to a Performance Adjustment on each Contract Date Anniversary during the Income Stage. The Performance Adjustment can be positive or negative based on investment performance and deductions for Contract Fees or Advisory Fees.

Continue from prior example (assume no other transactions other than indicated below):

**At Contract Date Anniversary:**

|                                                                                |           |                                                             |
|--------------------------------------------------------------------------------|-----------|-------------------------------------------------------------|
| Remaining Annual Income Amount                                                 | \$3,285   |                                                             |
| Net Performance from the Additional Account Value Contribution to current date | -10.00%   |                                                             |
| Annual Net Performance from Prior Contract Anniversary Date to Current Date    | -9.28%    | $(1 - 4.00\%) \times (1 + 5.00\%) \times (1 - 10.00\%) - 1$ |
| Unused Annual Income Amount                                                    | \$2,980   | $(\$3,285 \times (1 - 9.28\%))$                             |
| Income Base                                                                    | \$158,400 | $(\$176,000 \times (1 - 10.00\%))$                          |
| Income Percentage                                                              | 4.57%     |                                                             |
| Annual Income Amount                                                           | \$7,239   | $(\$158,400 \times 4.57\%)$                                 |

## CONTRACT FEES

Contract Fees are the fees we charge for the benefits provided under the Contract. You must pay Contract Fees during the Pre-Income Stage and Income Stage in order to maintain the Contract. Contract Fees no longer apply after the earlier of (a) the Annuity Date or (b) the termination of the Contract. ***If you fail to pay your Contract Fees when due, we reserve the right to terminate the Contract.***

### ANNUAL CONTRACT FEE PERCENTAGE

The maximum annual Contract Fee percentage for your Contract is [XX]%, as a percentage of Account Value.

The annual Contract Fee percentage applicable to your Contract may be lower than the maximum annual Contract Fee percentage. At any time on or after the [3<sup>rd</sup>] Contract Date Anniversary, we may increase your annual Contract Fee percentage for future Contract Years, subject to the maximum annual Contract Fee percentage and your opt-out right. See "Increase to Annual Contract Fee Percentage and Impact of Opt-Out" below. Annual Contract Fee percentages among Contract Owners may vary based on certain factors, including date of issuance, declared rates, Financial Firm, and exercise of opt-out rights.

### ASSESSMENT AND PAYMENT OF CONTRACT FEES

We will assess and charge the Contract Fee quarterly. We may offer additional billing frequencies in the future. On each date that we calculate your Contract Fees, they will be calculated based on your Account Value on that Valuation Day (after any adjustments for withdrawals or Additional Account Value Contributions on that Valuation Day). For example, if the Current Contract Fee is [XX%] and is charged quarterly, the Contract Fee would equal [XX%] of the Account Value on the day that the Contract Fee is calculated.

Once the fee is determined for each billing period during the Pre-Income Stage and Income Stage, we will provide notice of the amount that must be paid and the due date for payment. The notice will be provided to your Financial Firm. You and your Financial Firm should decide how your Financial Firm will remit payment to us. You may pay Contract Fees from your Account, or any other option made available by either your Financial Firm or us (e.g., check, electronic transfer from a bank account). The payment methods available may differ for Non-qualified and Qualified Accounts. However, if you pay Contract Fees with funds outside of your Qualified Account, the amount may be considered a deemed contribution to your Qualified Account. There may be other tax implications associated with certain payment options. You should discuss with your financial professional. You may change your method of payment at any time. If you need to remit Contract Fees to us directly, rather than through your Financial Firm, please contact our Service Office immediately.

All Contract Fees must be paid in U.S. dollars.

### FAILURE TO PAY CONTRACT FEES WHEN DUE

If your Contract Fees are not paid when due, we may terminate the Contract upon written notice. The written notice will indicate the date of termination. If Contract Fees are not paid in full by the termination date, the Contract will be terminated with no interest remaining in the Contract.

### INCREASE TO ANNUAL CONTRACT FEE PERCENTAGE AND IMPACT OF OPT-OUT

At any time on or after the [3<sup>rd</sup>] Contract Date Anniversary, we may increase your annual Contract Fee percentage for future Contract Years, subject to the maximum annual Contract Fee percentage. We will notify you in writing at least 60 days in advance of any such increase.

You will be given an opportunity to "opt-out" of an increase to your annual Contract Fee percentage. If you opt-out of an increase, your annual Contract Fee percentage will not change, but on the next Contract Date Anniversary, your Income Percentage will be subject to a one time and permanent reduction of 5%. For example, assume your Contract Date Anniversary is January 1, you reject a Contract Fee percentage increase on December 15, and your current Income Percentage is 4%. Based on these assumptions, on the next January 1, your Income Percentage will be reduced from 4% to 3.8%.

If you wish to opt-out of the charge increase, you must notify us within the period stated in our notice to you; otherwise, the charge increase will become effective. When we receive your opt-out request, we will send you a form communicating the estimated impact on your Annual Income Amount as a result of the one time and permanent reduction of 5% to your Income Percentage. If you still wish us to process your opt-out request, you must sign and return the form to us at our Service Office in Good Order.

### PRO-RATED CONTRACT FEE UPON TERMINATION

In the event this Contract terminates during the Pre-Income Stage or Income Stage for any reason other than death, the final Contract Fee will be prorated for the number of days that have elapsed in the current billing period. If your Contract Fee was already paid for the billing period, the difference between the pro-rated Contract Fee and the amount you paid for the most recent billing period will be refunded to you. If any further amounts are due to us, we will notify you.

### PREMIUM TAXES

Some states and municipalities charge premium taxes or similar taxes on annuities that we are required to pay. Premium tax rates and rules vary by state and may change. We reserve the right to deduct any premium taxes arising under the Contract from Annuity Payments or Insured Income Payments. The deduction would be designed to approximate the taxes that we are required to pay. Premium tax rates currently range from 0% to 3.5%.

**ADVISORY FEES**

Your obligation to pay Advisory Fees, if any, is solely a matter between you and your Financial Firm and/or Financial Professional. You should understand that any Advisory Fees owed to your Financial Firm and/or Financial Professional are in addition to the Contract Fees owed to us under this Contract.

## INVESTMENT RESTRICTIONS

During the Pre-Income Stage and the Income Stage, 100% of your Account Value must be allocated to Eligible Account Assets at all times. You may add or remove Eligible Account Assets from your Account or change the allocation of your Account Value among Eligible Account Assets, at any time during the Pre-Income Stage or the Income Stage without restriction under the Contract. Money market holdings are considered to be an Eligible Account Asset.

Eligible Account Assets are any investments as follows:

- Any assets or programs available on the Dimensional Fund Advisors UMA Center.

The private letter rulings discussed in the “Tax Considerations” section are based on full allocation to the Eligible Account Assets. If your Account Value is invested entirely or partly in a single company, you may not be entitled to rely on the private letter rulings and there could be negative tax consequences.

If your Account Value is allocated to any ineligible assets at any time during the Pre-Income Stage or the Income Stage, your Account will be in violation of the Contract’s investment restrictions. We will notify you of any such violation, and you will be required to re-allocate your Account Value to comply with the investment restrictions. If you do not re-allocate your Account Value to comply with the investment restrictions by the date specified in the notice, we will terminate your Contract.

At any time, we may add or remove investments from the list of ineligible assets based on multiple factors and on a non-discriminatory basis. Factors include:

- Material change(s) in investment strategy since an investment was designated an Eligible Account Asset such that we can no longer effectively manage our obligations under this contract
- Conformation with applicable tax and securities laws
- Non-diversified exposure to a particular industry
- Concentrated risk exposure to a particular economic factor

If we add or remove an ineligible asset, we will notify you of the change and if reallocation of your Account Value is required. Upon receiving such notice, if action is required by you, you must take action by the date specified in the notice or your Contract will be terminated. Complying with the new investment restrictions could impact the performance of your Account, could result in higher investment expenses, and could have adverse tax implications.

If a Financial Firm ceases to offer Eligible Account Assets to your Account, we will remove that Financial Firm from our list of approved Financial Firms. If we remove your Financial Firm from our list of approved Financial Firms, you may need to take action in order to maintain the Contract. See “Requirement to Maintain Your Account with an Approved Financial Firm” for additional information.

**You should consult with your Financial Professional to assist you in determining whether the investment restrictions are suited for your financial needs and risk tolerance.**

## ADDITIONAL INFORMATION ABOUT WITHDRAWALS

### DEDUCTIONS FROM ACCOUNT DEEMED TO BE WITHDRAWALS

During the Pre-Income Stage, we consider the deduction of **any** amounts from your Account to be a withdrawal, *including* deductions to pay Contract Fees, Advisory Fees, and Required Minimum Distributions and deductions for any other purpose. If you (or your Financial Firm) do not specifically designate any such withdrawal as a Non-Income Withdrawal, it will be deemed your first Income Withdrawal (and the Pre-Income Stage will end). Your first Income Withdrawal will be treated as having been taken during the Income Stage, rather than the Pre-Income Stage. You may take an unlimited number of Non-Income Withdrawals during the Pre-Income Stage; however, Non-Income Withdrawals reduce your Account Value, and thus, your Income Base.

During the Income Stage, for purposes of the Contract, amounts deducted from the Account to pay Contract Fees or Advisory Fees are *not* considered withdrawals (i.e., they do not count against your remaining Annual Income Amount or Unused Annual Income Amount and will never be considered Excess Withdrawals). Required Minimum Distributions are considered withdrawals but are subject to special rules regarding their treatment under the Contract, as described below. All other deductions from the Account are considered to be withdrawals and will therefore be either Income Withdrawals or Excess Withdrawals depending on your remaining Annual Income Amount and Unused Annual Income Amount at the time of withdrawal.

***While deductions to pay Contract Fees or Advisory Fees are not considered withdrawals during the Income Stage, each such deduction will reduce your Account Value and will be reflected in the Performance Adjustment to your Income Base on the next Valuation Day. The Performance Adjustment is equal to the net percentage change in Account Value since the previous Valuation Day due to investment performance and deductions for Contract Fees or Advisory Fees. As a result, your Income Base (and future Annual Income Amount) would be higher if Contract Fees and Advisory Fees were not deducted from your Account.***

When determining the amount deducted from your Account, we will include the amount of any charges deducted from the Account as part of the withdrawal, including any taxes withheld.

During the Insured Income Stage or upon exercising the Annuitization option, withdrawals are irrelevant because there is no longer an Account related to the Contract.

### SPECIAL WITHDRAWAL RULES FOR REQUIRED MINIMUM DISTRIBUTIONS

For purposes of this Contract, Required Minimum Distributions are determined by us based on the value of the Account (including this Contract), and do not include the value of any other annuities, savings or investments subject to the beneficiary rules.

There are no special rules for Required Minimum Distributions during the Pre-Income Stage. During the Pre-Income Stage, a Required Minimum Distribution may be designated as a Non-Income Withdrawal. If a Required Minimum Distribution is designated as a Non-Income Withdrawal, the Required Minimum Distribution will reduce your Income Base on a dollar-for-dollar basis, same as any other withdrawal during the Pre-Income Stage. If a Required Minimum Distribution is designated as your first Income Withdrawal, it will be deemed to have been taken during the Income Stage (as discussed further below).

There are special rules for Required Minimum Distributions during the Income Stage. During the Income Stage, Required Minimum Distributions will not be treated as Excess Withdrawals, subject to the following:

- If, in any Contract Year, your Required Minimum Distribution amount is less than the Annual Income Amount plus Unused Annual Income Amount, there is no special treatment for Required Minimum Distributions under these circumstances. In other words, any withdrawals (including your Required Minimum Distribution) that exceed the Annual Income Amount plus Unused Annual Income Amount will be treated as Excess Withdrawals.
- In any Contract Year that your Required Minimum Distribution amount is greater than the Annual Income Amount plus Unused Annual Income Amount, withdrawals up to your Required Minimum Distribution amount will be deemed Income Withdrawals. Any amounts withdrawn in excess of your Required Minimum Distribution amount (excluding any Contract Fees and Advisory Fees) will be treated as Excess Withdrawals.

In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right to treat any amount that would have been considered as a Required Minimum Distribution, if not for the suspension, as eligible for treatment as described in this section.

## ANNUITIZATION OPTION

### THE ANNUITIZATION OPTION

At any time on or after the 1<sup>st</sup> Contract Date Anniversary, subject to requirements described below, you may elect the Annuitization option. Upon electing the Annuitization option, the Account Value you transfer to us will be converted into a guaranteed stream of Annuity Payments from us. The Contract's guarantees related to the Annual Income Amount will no longer be available.

***You cannot elect the Annuitization option if you have already elected to begin Insured Income Payments. If you wish to receive Insured Income Payments based on your Annual Income Amount, rather than receive Annuity Payments based on your Account Value applied to an available annuity option, you can elect to begin the Insured Income Stage by meeting certain requirements. See "Contract Stages – Insured Income Stage."***

***If the initial Annuity Payment would be less than \$100, we will not allow you to elect the Annuitization option (except as otherwise specified by applicable law).***

We must receive your election request at our Service Office in Good Order. The date as of which we process your election request is the Annuity Date. The amount and duration of your Annuity Payments will depend on the amount of assets annuitized, the age and sex of the Annuitant(s), and the annuity option selected. Once we receive your election to commence Annuity Payments, we will only make Annuity Payments under the specific annuity option elected. The annuity option cannot be changed.

If you exercise the Annuitization option, you must transfer your remaining Account Value as of the Annuity Date to us. The Account Value transferred to us is paid in consideration for your Annuity Payment stream. You will no longer have an Account Value or ownership rights over those assets, including the ability to take withdrawals in addition to the Annuity Payments.

In the event that you exercise the Annuitization option during the Income Stage and you have remaining Annual Income Amount or Unused Annual Income Amount as of the Annuity Date, you may withdraw some or all of it from your Account Value before transferring your Account Value to us. However, withdrawing remaining Annual Income Amount or Unused Annual Income Amount in that circumstance will cause your Annuity Payments to be lower because you will be annuitizing fewer assets.

If you select an annuity option with a lifetime payout and no period certain, your annual Annuity Payments will not be less than the annual Insured Income Payments you would have received in the Insured Income Stage, based on your Annual Income Amount as of the Annuity Date, adjusted for Additional Account Value Contributions and Excess Withdrawals that occurred in the same Contract Year as the Annuity Date. For this purpose, if there has been a change in your Account Value as of the date you close your Account at your Financial Firm and the date we receive your Account Value, the following applies: (i) if the Account Value is higher, we will treat the increase as an Additional Account Value Contribution, and (ii) if the Account Value is lower, we will treat the decrease as a withdrawal in accordance with the conditions of the Pre-Income Stage or Income Stage, as applicable to your Contract immediately prior to the Annuity Date.

After our payment obligations have been satisfied, the Contract will terminate. We reserve the right to limit your period certain election or commute any remaining benefit payable at your death to comply with applicable law.

If needed, we will require proof in Good Order of an Annuitant's age before commencing Annuity Payments. Likewise, we may require proof in Good Order that an Annuitant is still alive, as a condition of our making additional Annuity Payments while the Annuitant lives. We will seek to recover any life income Annuity Payments that we made after the death of the Annuitant.

You are not required to elect the Annuitization option under any circumstances. There is no latest Annuity Date under the Contract, and no date as of which the Annuitization option is automatically exercised.

### ANNUITY OPTIONS

We currently make annuity options available that provide fixed Annuity Payments only. Fixed Annuity Payments provide the same amount with each payment. You may choose one of the annuity options described below, and the frequency of annuity payments, upon electing the Annuitization option.

- **Option 1** - Life Income Annuity Option with a Period Certain: Under this option, periodic Annuity Payments are payable for the period certain, subject to our then current rules, and thereafter until the death of the Annuitant. Should the Owner or Annuitant die before the end of the period certain, the remaining period certain payments are paid to any surviving Owner, or if there is no surviving Owner, the named Beneficiary, or your estate if no Beneficiary is named, until the end of the period certain.
- **Option 2** - Joint Life Annuity Option. Under the joint lives option, Annuity Payments are payable during the joint lifetime of two Annuitants, ceasing with the last payment prior to the death of the second Annuitant. No minimum number of payments is guaranteed under this option. It is possible that only one payment will be payable if the death of all the Annuitants occurs before the date the second payment was due, and no other payments or death benefits would be payable.

Under either annuity option, Annuity Payments may be payable monthly, quarterly, semi-annually or annually, as you choose, subject to our then current rules. We may limit the length of any annuity option including, any Period Certain, to conform to applicable tax rules.

At the Annuity Date, we may make available other annuity options not described above.

## PURCHASING THE CONTRACT AND MAKING ACCOUNT VALUE CONTRIBUTIONS

### CONTRACT APPLICATION

To purchase the Contract, you must complete an application form. Application forms are available through Financial Professionals. Your application form is subject to our approval. We may refuse to issue a Contract for any reason in our sole discretion.

### AGE REQUIREMENTS

The Annuitant or the younger of the Annuitants, as applicable, must be at least age [50] and the oldest of the Annuitants must be no older than age [85] as of the Contract Date. If a Co-Annuitant or Contingent Annuitant is added after the Contract Date, the younger and oldest of the Annuitants must satisfy these age requirements as of the Contract Date. See "Contract Designations" for additional information about naming Annuitants.

### MINIMUM INITIAL ACCOUNT VALUE CONTRIBUTION

The minimum Initial Account Value Contribution (*i.e.*, the amount that must be in your Account on the Contract Date) is [\$50,000]. Your Financial Firm may require a higher amount to establish an Account.

### RIGHT TO CANCEL

You may cancel this Contract for a refund of Contract Fees paid to us by notification to us in Good Order or by returning the Contract to our Service Office or to the representative who sold it to you within 30 days after you receive it. The Contract can be mailed or delivered either to us, at our Service Office, or to the representative who sold it to you. Return of this Contract by mail is effective upon being postmarked, properly addressed and postage prepaid.

The amount of the refund will equal any Contract Fees paid as of the Valuation Day we receive the returned Contract at our Service Office or the cancellation request in Good Order.

Your Right to Cancel is specific to this contract; if you exercise this right, it will not cancel your Account and your Account Value may continue to be subject to market performance of the allocated investments.

### RESTRICTIONS ON ADDITIONAL ACCOUNT VALUE CONTRIBUTIONS

While we cannot prevent you from adding funds to your Account (*i.e.*, making contributions to your Account), if you wish to maintain this Contract, the addition of funds to your Account is subject to the Contract's restrictions as described in this section.

All contributions into your Account during the Pre-Income Stage and Income Stage are subject to our review and approval for purposes of the Contract. If we approve a contribution to your Account, it will be acknowledged by us as an "Additional Account Value Contribution" under the Contract.

We will reject any Additional Account Value Contribution if the Owner or oldest Owner has reached the maximum issue age for purchasing the Contract.

We reserve the right to further limit, restrict, suspend or reject any contribution as an Additional Account Value Contribution at any time, but would do so only on a non-discriminatory basis. Circumstances where we may limit, restrict, suspend or reject an additional contribution include, but are not limited to the following:

- if we are not then offering the Contract for new issues;
- if we are offering a modified version of the Contract for new issues;
- if we determine that, as a result of the timing and amounts of your additional contributions and withdrawals, the Annual Income Amount is being increased in an unintended fashion;
- if your Initial Account Value Contribution and previous Additional Account Value Contributions, and premiums under other annuity contracts that we or our affiliates issued, equals or exceeds \$1,000,000;
- if the Additional Account Value Contribution is not allocated to Eligible Account Assets; or
- the oldest of the Annuitants is [85], or older.

***If we exercise our right to limit, restrict, suspend or reject any contribution as an Additional Account Value Contribution, you may no longer be able to increase the Annual Income Amount to the level you originally intended through Additional Account Value Contributions. This could also impact your ability to make annual contributions for Qualified Accounts.***

***If a contribution to the Account is not accepted by us as an Additional Account Value Contribution and needs to be removed from the Account in order to maintain the Contract, we will provide notification with a date by which the funds must be removed from the Account. Failure to remove the funds from the Account by that date will result in the termination of the Contract.***

After Insured Income Payments or Annuity Payments commence, no Additional Account Value Contributions can be made as there is no longer an Account in which this Contract is in relation to.

## CONTRACT DESIGNATIONS

### SINGLE INCOME VERSUS JOINT INCOME BASIS

When you purchase the Contract, you may designate whether your Contract will be on a single income or joint income basis. If your Contract is on a single income basis, there will be a single Annuitant. If your Contract is on a joint income basis, there will be two Annuitants who must be each other's spouse (*i.e.*, the Annuitant and the Co-Annuitant or, if an entity is the owner, the Annuitant and the Contingent Annuitant, hereinafter collectively referred to as "Annuitants"). The Annuitant(s) is the measuring life for Insured Income Payments (during the Insured Income Stage) or Annuity Payments (upon electing the Annuitization option). This designation will also impact:

- Who may be named as a joint Contract Owner, who must be an Account Owner, who may be designated as Annuitant(s), and when the Contract terminates due to death. See "Requirements for Contracts on a Single Income Basis" and "Requirements for Contracts on Joint Income Basis" below.
- The Initial Income Percentages applicable to your Contract, which vary on a single and joint income basis.

You may add or remove the Co-Annuitant or Contingent Annuitant designation at any time during the Pre-Income Stage, subject to the requirements described in this section. Your designation is irrevocable once the Pre-Income Stage ends.

### REQUIREMENTS FOR CONTRACTS ON A SINGLE INCOME BASIS

For Contracts on a single income basis (*i.e.*, Contracts with a single Annuitant):

If one Contract Owner is named:

- the Contract Owner and the Annuitant must be the same
- the Contract Owner must be an Account Owner
- upon Due Proof of Death of the Contract Owner, this Contract will terminate unless the Contract is still in the Pre-Income Stage and the surviving spouse of the Contract Owner becomes the Owner of the Account and both the Contract Owner and Annuitant of this Contract, in which case the Contract would continue and
  - the Annual Income Amount will be based on the applicable Joint Income Option Percentage(s)
  - No additional Contract Owners or Annuitants may be named, and this Contract will terminate upon the death of the new Contract Owner

If two Contract Owners are named:

- they must be spouses and the first named Contract Owner, as shown on the Contract Schedule, must be an Account Owner and will be the Annuitant
- no additional Contract Owners or Annuitants may be named
- while both Contract Owners are alive, the Contract ownership rights will be vested equally in both Contract Owners
- if the Contract Owner, who is also the Annuitant, dies first, this Contract will terminate upon Due Proof of Death, unless the Contract is still in the Pre-Income Stage and the surviving spouse of the Contract Owner becomes the Owner of the Account and both the Contract Owner and Annuitant of this Contract.
- if the Contract Owner who is not the Annuitant dies first, and is still the spouse of the surviving Contract Owner at the time of death, the Contract will continue unless we are otherwise instructed

If the Contract Owner is an entity that we permit:

- the Annuitant must be named and have a beneficial interest in the entity
- the entity must be the Account Owner
- upon receipt of Due Proof of Death of the death of the Annuitant, the Contract will terminate

### REQUIREMENTS FOR CONTRACTS ON A JOINT INCOME BASIS

For Contracts on a joint income basis (*i.e.*, Contracts with two Annuitants):

If one Contract Owner is named:

- the Contract Owner will be the Annuitant and must be an Account Owner
- a Co-Annuitant must be designated and be the spouse of the Annuitant
- if the Co-Annuitant survives the Contract Owner, then, upon the receipt of Due Proof of Death of the Contract Owner, the Co-Annuitant will become the Contract Owner and Annuitant, subject to tax rules, as long as
  - the Co-Annuitant is or becomes the Account Owner, and
  - is the spouse of the deceased Contract Owner/Annuitant at the time of death;

otherwise, this Contract will terminate.

If two Contract Owners are named:

- the first named Contract Owner will be the Annuitant and the other Contract Owner will be the Co-Annuitant
- at least one of the Contract Owners must also be an Account Owner
- the Contract Owners must be spouses, and each must have the option of continuing the Account upon the first Contract Owner's death
- upon the receipt of Due Proof of Death of the Contract Owner to die, the Contract will continue if the Contract Owners were spouses at the time of death and the surviving spouse is or becomes the Account Owner

If the Contract Owner is an entity that we permit:

- the Annuitant must be named and have a beneficial interest in the entity
- a Contingent Annuitant must also be named and must be the spouse of the Annuitant
- the entity must be the Account Owner
- upon receipt of Due Proof of Death of the death of the Annuitant, the Contingent Annuitant will become the Annuitant (if the Contingent Annuitant remained the spouse of the deceased Annuitant at the time of death), subject to tax rules; otherwise, this Contract will terminate
- upon receipt of Due Proof of Death of the death of the Contingent Annuitant, this Contract will continue unless instructed otherwise

If the Contract is continued as a result of death, and the decedent was the named Annuitant, the Annual Income Amount will continue to be based on the applicable Joint Income Option Percentage(s); no additional Contract Owners or Annuitants may be named and this Contract will terminate upon the death of the last surviving Contract Owner (or last surviving Annuitant if the Contract Owner is an entity).

#### **CHANGE IN CO-ANNUITANT OR CONTINGENT ANNUITANT**

A Co-Annuitant or Contingent Annuitant may be added, changed, or removed during the Pre-Income Stage, subject to the requirements set forth in the previous section. A Co-Annuitant/Contingent Annuitant cannot be added, changed, or removed after the Pre-Income Stage except as described below. If a Co-Annuitant/Contingent Annuitant has been added, changed, or removed, we recalculate your Income Percentage based on the age of the remaining Annuitant (if the Co-Annuitant or Contingent Annuitant has been removed) or younger of the Annuitants (if the Co-Annuitant or Contingent Annuitant has been added or changed) on the Contract Date.

The Annuitant cannot be changed except in the event of death, as described above, or divorce as described below.

#### **CHANGE IN CONTRACT OWNER**

The Contract Owner(s) cannot be changed after we issue the Contract except in the case of divorce or a change in which the beneficial owner of the Contract does not also change. See "Effect of Divorce" below.

#### **EFFECT OF DIVORCE**

Upon receipt of notice of the divorce, and any other documentation we require, in Good Order at our Service Office:

##### **When no Co-Annuitant or Contingent Annuitant has been named**

- If the divorce occurs during the Pre-Income Stage and results in the removal of the Annuitant from the Contract (as Annuitant and/or Contract Owner) or as an Account Owner, and the former spouse is named as an Account Owner (or, if the Account is owned by an entity, has a beneficial interest in the entity), the Contract Owner and/or the Annuitant, the Contract will continue, unless we are instructed otherwise. If this Contract is continued, the Annual Income Amount will be determined using the applicable rates based on the younger of the new Annuitant and the Annuitant on the Contract Date and this Contract will terminate upon the death of the new Contract Owner (or new Annuitant if the Contract is owned by an entity). A Co-Annuitant or Contingent Annuitant may not be named.
- If divorce occurs after the Pre-Income Stage, and results in the removal of the Annuitant from this Contract (as Annuitant and/or Contract Owner) or as an Account Owner, the Contract will terminate.

##### **When a Co-Annuitant or Contingent Annuitant has been named at the time of the divorce**

If the divorce results in the removal of one of the Annuitants from the Contract and the remaining Annuitant is named as an Account Owner, the Contract Owner and/or Annuitant, the Contract will continue, unless we are instructed otherwise.

- If the divorce results in the removal of the Annuitant during the Pre-Income Stage: The Annual Income Amount will continue to be based on the applicable Joint Income Option Percentage(s) and no additional Contract Owners or Annuitants may be named; this Contract will terminate upon the death of the last surviving Contract Owner (or Annuitant if entity owned).
- If the divorce results in the removal of the Co-Annuitant or Contingent Annuitant during the Pre-Income Stage: The Annual Income Amount will be determined using the rates applicable to the Annuitant.
- If divorce results in the removal of one of the Annuitants after the Pre-Income Stage, the divorce will not result in a new Annual Income Amount and the Contract will terminate upon the death of the resulting Annuitant. A new Co-Annuitant or Contingent Annuitant may not be named.

#### **CHANGE IN ACCOUNT OWNER**

During the Pre-Income Stage and the Income Stage, if the Account Owner is changed, the Contract will continue provided that the Account Owner is an existing Annuitant under the Contract. Since there is no Account to which this Contract is in relation to in the Income Stage or after the Annuitization option has been elected, there are no longer account owner restrictions under the Contract.

***If the Account Owner changes to someone other than one of the Annuitants during the Pre-Income Stage or the Income Stage, we reserve the right to terminate the Contract.***

#### **BENEFICIARY**

If you exercise the Annuitization option and elect a Period Certain annuity option, you must name a Beneficiary. The Beneficiary is entitled to receive any remaining Period Certain Annuity Payments, if applicable, at the death of the Annuitant(s). The Beneficiary may be changed at any time prior to the death of the Annuitant(s) unless you previously identified the current Beneficiary's designation as irrevocable.

## ADDITIONAL INFORMATION RELATED TO YOUR FINANCIAL FIRM AND FINANCIAL PROFESSIONAL

### REQUIREMENT TO MAINTAIN YOUR ACCOUNT WITH AN APPROVED FINANCIAL FIRM

During the Pre-Income Stage and Income Stage, your Account must be maintained with a Financial Firm that we have approved in connection with this Contract. We may add or remove a Financial Firm from our list of approved Financial Firms at any time. In addition, if your Financial Firm decides to no longer service the Contract, it will be removed from our list of approved Financial Firms. A current list of approved Financial Firms is available at [www.\[.\].com](http://www.[.].com).

### FINANCIAL PROFESSIONAL PERMISSION TO FORWARD TRANSACTION INSTRUCTIONS

If your Financial Professional (i.e., your registered investment advisor and a representative of a selling firm) has this authority, we deem that all such transactions that are directed by your Financial Professional, as applicable, with respect to your Contract have been authorized by you. You will receive a confirmation of any financial transaction involving your Contract as required by applicable law. You must contact us immediately if and when you revoke such authority. We will not be responsible for acting on instructions from your Financial Professional until we receive notification of the revocation of such person's authority. We may also suspend, cancel or limit these authorizations at any time. In the Contract Application, you may grant or deny the representative who sold you the Contract the ability to Perform Contract Maintenance on your behalf by submitting instructions to us. In separate new business forms completed by your Financial Firm and you, you will authorize your Financial Firm to Perform Contract Maintenance on your behalf by submitting instructions to us. If you authorize more than one person (e.g., the representative of the selling firm and your registered investment advisor) to Perform Contract Maintenance for the Contract, we will follow all instructions from all such authorized persons in the order received. You understand that neither us or our affiliates have a duty to reconcile or research any differing or conflicting instructions.

### OPTIONS UPON FINANCIAL FIRM CHANGES

If we remove your Financial Firm from our list of approved Financial Firms or if your Financial Firm withdraws from servicing your Contract, you need to take certain actions in order to maintain your Contract or the Contract will terminate (collectively "Involuntary Financial Firm Change"). If you change your Financial Firm, this is considered a "Voluntary Financial Firm Change."

For Involuntary Financial Firm Changes, we will send you a written notice of your options:

- (a) You may keep your Contract in force and remain in the Pre-Income Stage or Income Stage by transferring the Account to an approved Financial Firm within [30] days. If Contract Fees were due during that [30]-day period, they will be due immediately upon opening your Account at your new Financial Firm. Your Income Base and Annual Income Amount could be impacted if there has been a change in your Account Value as of the date you close your Account at your prior Financial Firm and the date you open your Account at your new Financial Firm as follows:
  - If the Account Value at the new Financial Firm is higher, we will treat the increase as an Additional Account Value Contribution.
  - If the Account Value at the new Financial Firm is lower, we will treat the decrease as a withdrawal.
- (b) You may keep your Contract in force by electing to enter the Insured Income Stage, as described under "The Contract Stages – Insured Income Stage."
- (c) You may keep your Contract in force by exercising the Annuitization option, if eligible, as described under "Annuitization Option."

If you do not exercise one of the options above, your Contract will be terminated. ***We will not make any future payments to you, including if your Account Value were to drop to \$0 or below the Minimum Account Value. We will provide you with written notice of termination.***

If your contact is in the Insured Income Stage, there will be no impact on your Contract or our payment obligations.

For Voluntary Financial Firm Changes:

In general, you have the right to move your Account to another approved Financial Firm at any time, although doing so may have consequences under the Contract. We must receive your election of one of the below options, in Good Order, at least [3] days before your Account Value is transferred to us or a new Financial Firm:

- (a) To keep your contract in force and remain in the Pre-Income Stage or Income Stage with a new approved Financial Firm, you must complete the transfer of your Account within [30] days. If Contract Fees were due during that [30]-day period, they will be due immediately upon opening your Account at your new Financial Firm. Your Income Base and Annual Income Amount could be impacted if there has been a change in your Account Value as of the date you close your Account at your prior Financial Firm and the date you open your Account at your new Financial Firm as follows:
  - If the Account Value at the new Financial Firm is higher, we will treat the increase as an Additional Account Value Contribution
  - If the Account Value at the new Financial Firm is lower, we will treat the decrease as a withdrawal
- (b) If you leave your Financial Firm but your new firm is not an approved Financial Firm, you may keep your Contract in force by electing to enter the Insured Income Stage, as described under "The Contract Stages – Insured Income Stage."

- (c) If you leave your Financial Firm but your new firm is not an approved Financial Firm, you may keep your Contract in force by exercising the Annuitization option, if eligible, as described under "Annuitization Option."

If you do not exercise one of the options above, your Contract will be terminated. ***We will not make any future payments to you, including if your Account Value were to drop to \$0 or below the Minimum Account Value. We will provide you with written notice of termination.***

If an Involuntary or Voluntary Financial Firm change occurs after the Annuity Date, there will be no impact on your Contract or our payment obligations.

#### **CHANGE IN FINANCIAL PROFESSIONAL**

You may change your Financial Professional at any time without impact to your Contract if the new Financial Professional is appointed with us to service this Contract and the change does not also involve a change in your Financial Firm. If your change in Financial Professional also involves a change in your Financial Firm, you must satisfy the applicable requirements discussed under "Options Upon Financial Firm Changes" above in order to maintain your Contract.

## TERMINATION OF THE CONTRACT

You may terminate this Contract at any time prior to the Annuity Date. Termination will occur upon our receipt of your notification of termination in Good Order.

We reserve the right to terminate the Contract, on a non-discriminatory basis, upon any of the following events:

- (1) On the death of a Contract Owner unless this Contract is continued as described in the "Contract Designations" section;
- (2) On the death of the Annuitant if Income Withdrawals have not begun and a surviving spouse does not remain or become an owner of the Account and/or continue this Contract as described in the "Contract Designations" section;
- (3) On the date of death of the Annuitant (or the last surviving of the Annuitant(s)), if Income Withdrawals or Insured Income Payments have begun;
- (4) If the Contract is owned by a non-natural person and the Annuitant is changed, section 72(s) of the Code treats the change as the death of the Annuitant unless there is a Contingent Annuitant and the change results in the Contingent Annuitant becoming the Annuitant as described in the "Contract Designations" section;
- (5) If the Account Owner changes to someone other than one of the Annuitants during the Pre-Income Stage or the Income Stage;
- (6) If the Annuitization option has been elected and we have satisfied our Annuity Payment obligations;
- (7) As of any date during the Income Stage that the Account Value is reduced to \$0 as a result of an Excess Withdrawal;
- (8) As of any date during the Pre-Income Stage or Income Stage that the Account Value is reduced below the Minimum Account Value, and you have elected not to enter the Insured Income Stage, as described under "The Contract Stages – Insured Income Stage" section
- (9) Upon violation of the Contract's investment restrictions during the Pre-Income Stage or Income Stage, as described under "Investment Restrictions";
- (10) Upon failure to provide timely information about the Account necessary to fulfill our obligations under the Contract during the Pre-Income Stage or Income Stage;
- (11) Upon failure to pay Contract Fees in full when due, as described under "Contract Fees – Failure to Pay Contract Fees When Due"; or
- (12) Upon full liquidation of the Account during the Pre-Income Stage or Income Stage, unless either (a) you elect to begin the Insured Income Stage as described under "Contract Stages – Insured Income Stage"; (b) you elect the Annuitization option, as described under "Annuitization option"; or (c) the liquidated Account Value is re-established within an Account at a Financial Firm approved by us as described under "Additional Information Related to Your Financial Firm and Financial Professional – Change in Financial Firm."

If this Contract is terminated for any reason, you will lose any future ability to take Income Withdrawals or potentially receive Insured Income Payments, Annuity Payments. Your previously paid Contract Fees will not be refunded if the Contract is terminated after the right to cancel period (except as described under "Contract Fees – Pro-Rated Contract Fee Upon Termination"). You will receive written notification of the termination and no interest will remain in the Contract. Termination of the Contract is irrevocable.

You will not be allowed to re-purchase the Contract for 90 days after termination. If we are still selling the Contract and you repurchase the Contract, the Contract will be subject to the terms, conditions, and rates that we are offering at that time.

## TAX CONSIDERATIONS

The tax considerations associated with the Contract vary depending on whether the Contract is (i) owned by an individual or non-natural person, or (ii) associated with a Custodial IRA Account or Custodial Roth IRA Account. 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, local, foreign or other federal tax laws). It is based on current law and interpretations which may change. The information provided is not intended as tax advice. The federal income tax treatment of the Contract is unclear in certain circumstances, and you should always consult a qualified tax advisor regarding the application of law to your circumstances. In addition, unless specifically mentioned below, the following discussion is limited to the federal income tax treatment of your Contract and does not address the federal tax treatment of your Account or investments within your Account. You should consult a qualified tax advisor regarding the tax implications of your Account, including the effect, if any, of the Contract on the tax treatment of your Account.

### NON-QUALIFIED ANNUITIES

**In general, as used in this prospectus, a Non-qualified contract is owned by an individual or by a non-natural person for the benefit of an individual and is not associated with a Custodial IRA Account or Custodial Roth IRA Account.**

#### Annuity Qualification

The Contract is a contingent deferred annuity contract. Prudential and a prospective purchaser received favorable private letter rulings (PLR202250011 and 202250013, hereinafter referred to as "CDA PLRs") from the IRS with respect to a Non-qualified version of this Contract. The PLR issued to Prudential provides that

- The Contract is a Non-qualified annuity contract in accordance with Section 72 of the Code;
- The sum of all charges (Contract Fees) paid under the Contract plus any proceeds paid to the Company upon liquidation of the Account in consideration for Annuity Payments or Insured Income Payments will be the "investment in the contract" for purposes of Section 72 of the Code (referred to as "cost basis" herein);
- Any amount in the Account will not cause the Contract to have "cash value" or "cash surrender value" for purposes of Section 72 of the Code; and
- The Insured Income Payments and Annuity Payments are taxable using a pro rata rule pursuant to Section 72(b) of the Code.

In addition, the PLR issued to a prospective purchaser provides that:

- Dividends received from assets in a taxable investment or brokerage account (a "Non-Qualified Account" under this Contract) will not fail to be treated as "qualified dividend income" merely because of the individual's ownership the Contract;
- Ownership of the Contract will not be treated as a straddle (offsetting positions with respect to personal property) under Section 1092; and
- The Contract will not constitute insurance or other compensation to the individual owner for any prior deductible losses in the investment or brokerage account for purposes of Section 165 and the "investment in the contract" portion of the payments made under the Contract ("Insured Income Payments" or "Annuity Payments" under this Contract) will not be includible in the individual owner's gross income by virtue of the "tax benefit rule."

To date, relatively few contingent deferred annuity contracts have been offered to the public. Although the Internal Revenue Service (IRS) has issued private letter rulings concerning products similar to this Contract, these rulings are not binding on the IRS with respect to this Contract. Only the CDA PLRs are binding with respect to this Contract. Please note that the IRS has the authority to revoke a PLR it has issued and impose different rules on a prospective, or less commonly, a retroactive basis.

You should consult a tax professional before you purchase a Contract.

*Diversification and Investor Control for Fluctuating Insured Income Payments or Annuity Payments.* In order to qualify for the tax rules applicable to Contracts described below, the investment assets in the accounts underlying a Non-qualified contract that provides for Insured Income Payments or Annuity Payments that fluctuate with the value of those account assets must be diversified according to certain rules under the 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 U.S. 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 Contract 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 account 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 the Contract will not be treated as an annuity contract for tax purposes if persons with ownership rights have excessive control over the investments underlying the Contract. 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 Contract 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.

The foregoing requirements will apply to your Contract only if it is a Non-qualified contract and you elect to receive Insured Income Payments or Annuity Payments that reflect the investment return and market value of assets that We hold in an account underlying the Contract.

**Required Distributions Upon Your Death for a Non-qualified Contract.** Upon your death, certain distributions must be made under the Contract. The required distributions depend on whether you die before or on or after the Annuity Date. If you die on or after the Annuity Date, the remaining portion of the interest in the Contract (if any) 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, if the Contract is payable to your surviving spouse, the Contract may be continued with your spouse as the Owner. For Non-qualified contracts owned by a non-natural person, the required distribution rules generally apply upon the death or change 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-annuitant to die. For grantor trusts, the death of the grantor is generally treated as the death of the Owner. Special and complex rules apply to trust owned annuities. Please consult an independent tax advisor with any questions.

**Changes to Your Contract.** We reserve the right to make any changes we deem necessary to assure that your Contract qualifies as an annuity 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.

#### **Taxes Payable by You**

Given the design of this Contract, you can only receive payments from this Contract that are considered annuity payments for tax purposes (i.e. Insured Income Payments and Annuity Payments). Accordingly, as a general rule, you should not pay any tax until you receive money under the Contract.

If you purchase the Contract in connection with a Qualified Account (i.e. Custodial IRAs), the Contract provides no additional tax deferral benefits beyond those already provided under the Internal Revenue Code for Qualified Accounts. Please refer to the CUSTODIAL IRAs section below and consult your personal tax advisor for more information on taxes payable by you under a Custodial IRA.

There is no tax deferral if you purchase the Contract in connection with a Non-qualified Account (i.e. taxable investment or brokerage account). As such, payments made in connection with a Non-qualified Account follow the tax rules typically associated with that account. Please refer to the information provided on the CDA PLRs in the Annuity Qualification section above and consult your personal tax advisor for more information on taxes payable by you under a Non-qualified Account.

#### **Taxes on Insured Income Payments and Annuity Payments**

If you select an Insured Income Payment or Annuity Payment option as described earlier in this prospectus, a portion of each such payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income. Generally, the nontaxable portion is determined by multiplying the payment you receive by a fraction, the numerator of which is your cost basis (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 cost basis has been recovered tax-free, the full amount of the payments will be taxable. If Insured Income Payments or Annuity Payments stop due to the death of the Annuitant before the full amount of your cost basis has been recovered, a tax deduction may be allowed for the unrecovered amount. Under the Tax Cuts and Jobs Act of 2017, this deduction is suspended until after 2025.

#### **Medicare Tax on Net Investment Income**

The Code includes a Medicare tax on investment income. This tax assesses a 3.8% surtax on the lesser of (1) net investment income or (2) the excess of "modified adjusted gross income" over a threshold amount. The "threshold amount" is \$250,000 for married taxpayers filing jointly or qualifying widow(er) with dependent child, \$125,000 for married taxpayers filing separately, \$200,000 for all others, and approximately \$15,200 for estates and trusts. The taxable portion of the Insured Income Payments, the Annuity Payments, and any payments after your death will be considered investment income for purposes of this surtax.

#### **10% Additional Tax for Early Withdrawal from a Non-qualified Contract**

Generally, the 10% additional tax will not apply to Insured Income Payments or Annuity Payments under the Contract regardless of your age. However, in limited circumstances, you may owe a 10% additional tax on the taxable portion of distributions from your Non-qualified contract before you attain age 59½. The additional tax may apply if you elect an Annuity Payment option, if made available, that does not provide for level, fixed Annuity Payments. Non-natural Owners should consult a tax advisor about whether the 10% additional tax applies.

#### **Special Rules in Relation to Tax-free Exchanges Under Section 1035**

Special rules apply to exchanges of annuity contracts under Section 1035 of the Code. However, you cannot exchange your Non-qualified contract or purchase your Contract in an exchange for another annuity or life insurance contract.

#### **Taxes Payable by Beneficiaries for a Non-qualified Contract**

The Contract does not provide a cash value or death benefit.

If an Owner dies before the Annuity Date, the Owner's spouse may continue the Contract and receive Insured Income Payments or Annuity Payments provided under the Contract if the spouse is the Owner's "designated beneficiary" within the meaning of federal tax law. The value of the

inherited Contract, as determined under federal law, also may be included in the Owner's estate for federal estate tax purposes. Generally, the same income tax rules described above would also apply to amounts received by your Beneficiary. For example, distributions are subject to ordinary income tax to the extent the distribution exceeds the cost basis in the Contract.

After the Annuity Date, if a period certain remains under the Annuity Payment option and the Annuitant dies before the end of that period, any remaining payments made to the Beneficiary will be fully excluded from income until the remaining cost basis is recovered and all Annuity Payments thereafter are fully includible in income. This rule does not apply if the Annuity Payment option was for a period certain only with no life contingency; in that case, all the Annuity Payments will be taxed on a pro rata basis even after the Owner's death, until all cost basis is fully recovered. If we allow the Beneficiary to commute the remaining payments in a lump sum, the amount received over the remaining cost basis will be includible in income.

**Considerations for Contingent Annuitants:** We may allow the naming of a contingent Annuitant when a Non-qualified contract is held by a Custodial IRA Account as defined by Section 408(a) of the Code or a Custodial Roth IRA Account as defined by Section 408A of the Code. In such a situation, tax deferral should be provided by the Custodial IRA Account or Custodial Roth IRA Account. We may also allow the naming of a contingent annuitant when a Non-qualified contract is held by an entity owner when such Contracts do not qualify for tax deferral under the current tax law. This does not supersede any benefit language which may restrict the use of the contingent annuitant.

### **Reporting and Withholding on Distributions**

Amounts distributed from a Contract 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 Insured Income Payment or Annuity Payment, we apply default withholding under the applicable tax rules unless you designate a different withholding status. In the case of all other distributions, we will withhold at a rate of 10% unless you elect otherwise. 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. If you are a U.S. person (which includes a resident alien), and you request a payment be delivered outside the United States or do not provide a U.S. taxpayer identification number (TIN), or we are notified that your TIN is incorrect, we are required to withhold income tax.

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 Contract.

Regardless of the amount withheld by us, you are liable for payment of income taxes (including any estimated taxes that may be due) 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 (other than Custodial IRAs)**

Where a Non-qualified contract is held by a non-natural person (e.g., a trust, corporation, partnership), other than as an agent or nominee for a natural person (or in other limited circumstances), increases in the "net surrender value" of the Contract over its cost basis will be subject to tax annually. The IRS may substitute "fair market value" for "net surrender value" when applying this rule.

Where a Contract is issued to a trust, and such trust is characterized as a grantor trust under the Code, such Contract is generally not considered to be held by a non-natural person and will be subject to the tax reporting and withholding requirements generally applicable to a Non-qualified contract held by a natural person, provided that all grantors of the trust are natural persons. At this time, we will not issue a Contract to grantor trusts with more than two grantors.

Trusts are required to complete and submit a Certificate of Entity form, and we will tax report based on the information provided on this form.

### **CUSTODIAL IRAs**

A Non-qualified contract may be purchased by a Custodial IRA Account or a Custodial Roth IRA Account (collectively, "Custodial IRAs"), which can hold other permissible assets. The terms and administration of the trust or custodial account in accordance with the laws and regulations for, IRAs or Roth IRAs, as applicable, are the responsibility of the applicable trustee or custodian (collectively, "custodian"). If your relationship with the custodian terminates, the custodian may transfer your Contract to you and Insured Income Payments or Annuity Payments may commence at such time. In that case, we will add an endorsement to the Contract to ensure that it satisfies the applicable tax rules for individual retirement annuity contracts under Section 408(b) of the Code (as a traditional IRA or Roth IRA, depending on which type of Custodial IRA you owned). Your Contract would continue as a Qualified Annuity.

You should be aware that IRAs generally provide income tax deferral regardless of whether they invest in annuity contracts or are issued as annuity contracts. This means that when a Custodial IRA invests in a Contract, it generally does not result in any additional tax benefits (such as income tax deferral and income tax free transfers).

The custodian of your Custodial IRA will provide you with an "IRA Disclosure Statement" or "Roth IRA Disclosure Statement" (as applicable), which contains information about eligibility, contribution limits, tax particulars, and other IRA information. In addition to this information, the IRS requires that you have a "Free Look" after making an initial contribution to the IRA. During this time, you can cancel the Contract by notifying us in writing and we will refund your Contract Fees.

**Required Minimum Distributions During Your Life for a Qualified Contract**

If you hold the Contract under a Custodial IRA, Required Minimum Distribution rules must be satisfied. This means that generally payments must start from the Custodial IRA by April 1 of the year after the year you reach the applicable age ("Required Beginning Date") and must be made for each year thereafter. Roth IRAs are not subject to these rules during the Owner's lifetime.

| If you were born...                 | Your "applicable age" is... |
|-------------------------------------|-----------------------------|
| Before July 1, 1949                 | 70½                         |
| After June 30, 1949 and before 1951 | 72                          |
| After 1950 and before 1960          | 73                          |
| After 1959                          | 75                          |

The amount of the payment must at least equal the minimum required under the IRS rules. You should consult your tax advisor or the custodian of your Custodial IRA for more information on how the Required Minimum Distribution rules apply to your Custodial IRA, including how those rules apply when your Custodial IRA holds a Contract. Please contact your custodian within a reasonable time before the IRS deadline so that a timely distribution is made.

Generally, the "actuarial present value" of your Contract must be reflected in the value of your Custodial IRA when determining your Required Minimum Distributions. We will calculate the actuarial present value. If Insured Income Payments or Annuity Payments commence from your Contract while the Contract is still held by the Custodial IRA, you should consult your custodian or tax advisor regarding whether those payments will satisfy your Required Minimum Distribution obligation each year. When Insured Income Payments or Annuity Payments commence from your Contract, your custodian may distribute the Contract to you as an individual retirement annuity under Section 408(b) of the Code, at which point we will add an endorsement to the Contract to ensure that it complies with the applicable tax rules for such individual retirement annuities. Thereafter, the Insured Income Payments or Annuity Payments should satisfy your Required Minimum Distribution obligation each year.

Please note that there is a 25% excise tax (a 50% excise tax applied prior to the 2023 taxable year) on the amount of any required minimum distribution not made in a timely manner. The excise tax on failure is further reduced from 25% to 10% if corrected in a timely manner and certain other conditions are met in accordance with SECURE 2.0.

**10% Additional Tax for Early Withdrawal from a Qualified Contract**

You may owe a 10% additional tax on the taxable portion of distributions from your Custodial IRA. Please contact the custodian for more information. The additional tax also may apply to distributions that are made to you from your Contract if the Contract is transferred to you from your Custodial IRA (which generally may occur only in connection with the commencement of Annuity Payments or Insured Income Payments as discussed above). In such case, the additional tax should not apply to Insured Income Payments regardless of your age, and it should not apply to Annuity Payments regardless of your age unless you elect an Annuity Payment option that does not provide for level, fixed Annuity Payments.

**Required Minimum Distributions Upon Your Death for a Qualified Contract**

If you hold the Contract under a Custodial IRA, different Required Minimum Distribution rules must be satisfied after your death. You should consult your tax advisor or the custodian of your Custodial IRA for more information on how the Required Minimum Distribution rules apply to your Custodial IRA after your death, including how those rules apply when your Custodial IRA holds a Contract.

Generally, this Contract does not provide a cash value or death benefit. However, if you die prior to your Annuity Date (or Required Beginning Date), your spouse may continue your Custodial IRA or Custodial Roth IRA as their own, in which case the Contract also would continue as an asset of the Custodial IRA.

If the Contract is transferred to you from your Custodial IRA upon the commencement of Insured Income Payments or Annuity Payments as discussed above, after your death any remaining interest in the Contract must be distributed in accordance with federal income tax requirements as described below.

- If you have a designated beneficiary, any remaining interest must be distributed within 10 years after your death, unless the designated beneficiary is an "eligible designated beneficiary" ("EDB"), or some other exception applies. A designated beneficiary is any individual designated as a beneficiary by the employee or IRA owner. An EDB is any designated beneficiary who is (1) your surviving spouse, (2) your minor child, (3) disabled, (4) chronically ill, or (5) an individual not more than 10 years younger than you. An individual's status as an EDB is determined on the date of your death.

This 10-year post-death distribution period applies regardless of whether you die before your required beginning date, or you die on or after that date (including after Insured Income Payments or Annuity Payments have begun). However, if the Beneficiary is an EDB and the EDB dies before the entire interest is distributed under this 10-year rule, the remaining interest must be distributed within 10 years after the EDB's death (i.e., a new 10-year distribution period begins).

If your Insured Income Payments or Annuity Payments continue after your death, such as in the form of a joint and survivor annuity or an annuity with a guaranteed period of more than 10 years, any distributions after your death that are scheduled to be made beyond the applicable

distribution period imposed under the new law might need to be commuted at the end of that period (or otherwise modified after your death if permitted under federal tax law and by Prudential) in order to comply with the post-death distribution requirements.

If your Beneficiary is not an individual, such as a charity, your estate, or a trust, any remaining interest in your Annuity Payments after your death generally must be distributed at least as rapidly as under the method of distribution being used on the date of your death. However, if your Beneficiary is a trust and all the beneficiaries of the trust are individuals, the law can apply pursuant to special rules that treat the beneficiaries of the trust as designated beneficiaries. You may wish to consult a professional tax advisor about the federal income tax consequences of your Beneficiary designations.

- *Spousal continuation.* If your Beneficiary is your spouse, your surviving spouse can continue the Insured Income Payments or Annuity Payments.

The post-death distribution requirements are complex and unclear in numerous respects. In addition, the manner in which these requirements will apply will depend on your particular facts and circumstances. You may wish to consult a professional tax advisor for tax advice as to your particular situation.

#### **Taxation of Distributions**

Amounts that you receive from your Custodial IRA or directly from your Contract, including amounts that are required to be distributed under the Required Minimum Distribution rules, generally are subject to tax. A portion of such distributions may be excludable from your gross income if you made after-tax contributions to your Custodial IRA. We expect that Contract Fees that are taken from your Custodial IRA (whether Roth or non-Roth) and paid directly to Prudential as consideration for a Contract that is held as an investment within your Custodial IRA will not be treated as distributions from your Custodial IRA for tax purposes, but the IRS has not specifically addressed this question with respect to this Contract or any similar contingent deferred annuity product. You may wish to consult a professional tax advisor for tax advice as to your particular situation regarding any type of payment, distribution, or transfer involving your Custodial IRA.

#### **Reporting and Withholding on Distributions**

We will not report or withhold on payments made from a Non-qualified contract held by a Custodial IRA Account or Custodial Roth IRA Account.

For all other IRA or Roth IRA distributions, unless you elect otherwise, we will withhold federal income tax from the taxable portion of such distribution at an appropriate percentage and tax report as required under applicable tax law. The rate of withholding on Insured Income Payments and 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, for any Insured Income Payments or Annuity Payments not subject to mandatory withholding, you will have taxes automatically withheld under the applicable default withholding rules.

If no U.S. TIN is provided, no election out of withholding will be allowed, and we will automatically withhold using the default withholding rules. 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. If you are a U.S. person (which includes a resident alien), and you request a payment be delivered outside the U.S., we are required to withhold income tax. There may be additional state income tax withholding requirements.

#### **ADDITIONAL CONSIDERATIONS**

##### **Reporting and Withholding for Escheated Amounts**

Revenue Rulings 2018-17 and 2020-24 provide that an amount transferred from an IRA or 401(a) qualified retirement plan to a state's unclaimed property fund is subject to federal income tax withholding at the time of transfer. The amount transferred is also subject to federal tax reporting. Consistent with these Rulings, we will withhold federal and state income taxes and report to the applicable Owner or Beneficiary as required by law when amounts are transferred to a state's unclaimed property fund.

##### **Civil Unions and Domestic Partnerships**

U.S. Treasury Department regulations provide that for federal tax purposes, the term "spouse" does not include individuals (whether of the opposite sex or the same sex) who have entered into a registered domestic partnership, civil union, or other similar formal relationship that is not denominated as a marriage under the laws of the state where the relationship was entered into, regardless of domicile. As a result, if a Beneficiary of a deceased Owner and the Owner were parties to such a relationship, the Beneficiary will be required by federal tax law to take distributions from the Contract in the manner applicable to non-spouse Beneficiaries and will not be able to continue the Contract. Please consult with your tax or legal adviser.

## OTHER INFORMATION

### RESERVED RIGHTS

In addition to rights specifically reserved elsewhere in this prospectus, we reserve the right to perform any or all of the following: (a) make changes required by any change in the federal securities laws, including the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any changes to the Securities and Exchange Commission's interpretation thereof; (b) make changes that are necessary to maintain the tax status of your Contract or any charge or distribution from your Contract under the Internal Revenue Code; and (c) make any changes required by federal or state laws with respect to annuity contracts. We reserve the right to modify the Contract without receiving your prior consent, except as may be required by any applicable law, if we are required to make changes necessary to comply with state regulatory requirements, Internal Revenue Service ("IRS") requirements or other federal requirements.

### MATERIAL STATE VARIATIONS

Material state variations for the Contract are listed in "Appendix [ ] – Special Contract Provisions for Contracts Issued in Certain States."

### STATEMENTS AND REPORTS

We or your Financial Professional will provide quarterly statements related to your Contract.

We send any statements and reports required by applicable law or regulation to you at your last known address of record. You should therefore give us or your Financial Professional prompt notice of any address change. We reserve the right, to the extent permitted by law and subject to your prior consent, to provide any prospectus, prospectus supplements, confirmations, statements and reports required by applicable law or regulation to you through our Internet Website at [www.prudential.com](http://www.prudential.com) or any other electronic means. We generally send a confirmation statement to you each time a financial transaction is made affecting the Contract. You should review the information in these statements carefully. You may request additional reports or copies of reports previously sent. We reserve the right to charge up to \$50 for each such additional or previously sent report.

### ASSIGNMENT

You may not assign the Contract or any rights under the Contract.

### DEFERRAL OF TRANSACTIONS

We may defer any payment from us for a period not to exceed the lesser of 6 months or the period permitted by applicable law. Where required, we will make written request to, and obtain prior written approval from, the state insurance commissioner. If we elect to postpone payments for 30 days or more, we will pay interest as required by applicable law.

### ELECTIONS, DESIGNATIONS, CHANGES, REQUESTS AND NOTICES

All elections, designations, changes and requests that we require must be received by us in Good Order and are effective only after they have been acknowledged by us, subject to any transactions made by us before receipt of such notices. In lieu of a written communication, we may agree in advance to communication regarding a specific matter by telephone or by some other form of electronic transmission in a manner we accept. All notices must include the Contract Owner's(s') name and Contract Number. We will not be responsible for any actions taken before we receive a valid change request. Correspondence from us relating to your Contract will be sent to your last known address.

Any notice we are required to provide to you, in accordance with the terms of the Contract, will be in writing unless we mutually agree to the use of another medium or format.

### EVIDENCE OF SURVIVAL OR MARITAL STATUS

Before we make an Insured Income Payment or Annuity Payment, we have the right to require proof of continued life or marital status and any other documentation we need to make such payment. We can require this proof for any person whose life or death determines whether or to whom we must make the Insured Income Payment or Annuity Payment.

We may withhold an Insured Income Payment or Annuity Payment until we receive such evidence or evidence satisfactory to us of the relevant life. We credit interest on such withheld payments at the rate required by law. Should we subsequently determine withheld payments are payable, we will pay the withheld payments and any applicable interest credited in a lump sum.

### FACILITY OF PAYMENT

We reserve the right, in settlement of full liability, to make payment to a guardian, relative, or other person deemed eligible by us if a person(s) to whom we are making Income or Annuity Payments is deemed to be legally incompetent, as permitted by law.

### MISSTATEMENT OF AGE OR SEX

If there has been a misstatement of the age and/or sex of any person upon whose life any amounts we are obligated to determine in order to make any payment, including Insured Income Payments or Annuity Payments, we will adjust such amounts to conform to that for the correct age and/or sex. As to Annuity Payments and Insured Income Payments: (a) any underpayments by us will be remedied on the next payment following the correction with interest at a rate not less than that required by applicable law but not exceeding 6%; and (b) any overpayments by us will be charged against future amounts payable by us under your Contract. If there has been a misstatement of the age and/or sex of a person(s) upon whose life

the Insured Income Payments or Annuity Payments under the Contract are based, we will make adjustments to any availability and any benefits payable under the Contract to conform to the facts.

#### RECOVERY OF EXCESS PAYMENTS

We may recover from you or your estate any Insured Income Payments or Annuity Payments made after the death of the Annuitant or the last of the Annuitants that would have otherwise resulted in the termination of the Contract.

#### TAX REPORTING AND WITHHOLDING

We will comply with all applicable federal and state tax reporting and withholding laws and regulations with respect to amounts payable under the Contract.

#### SERVICE PROVIDERS

We conduct the bulk of our 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, 2023, non-affiliated entities that could be deemed service providers to Pruco Life and/or an affiliated insurer within the Pruco Life business unit consisted of those set forth in the table below.

| Name of Service Provider                       | Services Provided                                                     | Address                                                     |
|------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------|
| Broadridge Investor Communication              | Proxy services and regulatory mailings                                | 51 Mercedes Way, Edgewood, NY 11717                         |
| EDM Americas                                   | Records management and administration of annuity contracts            | 301 Fayetteville Street, Suite 1500, Raleigh, NC 27601      |
| EXL Service Holdings, Inc                      | Administration of annuity contracts                                   | 350 Park Avenue, 10th Floor, New York, NY 10022             |
| Guidehouse                                     | Claim related services                                                | 150 North Riverside Plaza, Suite 2100, Chicago, IL 60606    |
| National Financial Services                    | Clearing firm for Broker Dealers                                      | 82 Devonshire Street Boston, MA 02109                       |
| Open Text, Inc                                 | Fax Services                                                          | 100 Tri-State International Parkway, Lincolnshire, IL 60069 |
| PERSHING LLC                                   | Clearing firm for Broker Dealers                                      | One Pershing Plaza, Jersey City, NJ 07399                   |
| The Depository Trust Clearinghouse Corporation | Clearing and settlement services for Distributors and Carriers.       | 55 Water Street, 26th Floor, New York, NY 10041             |
| Thomson Reuters                                | Tax reporting services                                                | 3 Times Square New York, NY 10036                           |
| Universal Wilde                                | Composition, printing, and mailing of contracts and benefit documents | 26 Dartmouth Street, Westwood, MA 02090                     |
| Venio Systems LLC                              | Claim related services                                                | 4031 University Drive, Suite 100, Fairfax, VA 22030         |

#### INDEMNIFICATION

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

#### HOW TO CONTACT US

Please communicate with us using the telephone number and addresses below for the purposes described. Failure to send mail to the proper address may result in a delay in our receiving and processing your request.

##### Prudential's Customer Service Team

Call our Customer Service Team at 1-888-PRU-2888 during normal business hours.

##### Internet

Access information about your Contract through our website: [www.prudential.com](http://www.prudential.com)

##### Correspondence Sent by Regular Mail

Prudential Annuities Service Center  
P.O. Box 7960  
Philadelphia, PA 19176

##### Correspondence Sent by Overnight\*, Certified or Registered Mail

Prudential Annuities Service Center  
1600 Malone Street  
Millville, NJ 08332

\*Please note that overnight correspondence sent through the United States Postal Service may be delivered to the P.O. Box listed above, which could delay receipt of your correspondence at our Service Center. Overnight mail sent through other methods (e.g. Federal Express, United Parcel Service) will be delivered to the address listed below.

Correspondence sent by regular mail to our Service Center should be sent to the address shown above. Your correspondence will be picked up at this address and then delivered to our Service Center. Your correspondence is not considered received by us until it is received at our Service Center. Where this prospectus refers to the day when we receive a request, election, notice, transfer or any other transaction request from you, we mean the day on which that item (or the last requirement needed for us to process that item) arrives in complete and proper form at our Service Center or via the appropriate telephone or fax number if the item is a type we accept by those means. There are two main exceptions: if the item arrives at our Service Center (1) on a day that is not a business day, or (2) after the close of a business day, then, in each case, we are deemed to have received that item on the next business day.

You can obtain Contract information through your Financial Professional, by calling our automated response system, and at [www.prudential.com](http://www.prudential.com), our Internet Website. Our Customer Service representatives are also available during business hours to provide you with information about your Contract. You can request certain transactions through our telephone voice response system, our Internet Website or through a customer service representative. You can provide authorization for a third party, including your attorney-in-fact acting pursuant to a power of attorney or your Financial Professional, to access your Contract information and perform certain transactions on your Contract. You will need to complete a form provided by us which identifies those transactions that you wish to authorize via telephonic and electronic means and whether you wish to authorize a third party to perform any such transactions. Please note that unless you tell us otherwise in the Contract application, we deem that all transactions that are directed by your Financial Professional with respect to your Contract have been authorized by you. You and your Financial Firm will also authorize us to accept instructions to Perform Contract Maintenance. We require that you or your representative provide proper identification before performing transactions over the telephone or through our Internet Website. This may include a Personal Identification Number (PIN) that will be provided to you upon issue of your Contract or you may establish or change your PIN by calling our automated response system, [www.prudential.com](http://www.prudential.com), our Internet Website. Any third party that you authorize to perform financial transactions on your Contract will be assigned a PIN for your Contract.

Transactions requested via telephone are recorded. To the extent permitted by law, we will not be responsible for any claims, loss, liability or expense in connection with a transaction requested by telephone or other electronic means if we acted on such transaction instructions after following reasonable procedures to identify those persons authorized to perform transactions on your Contract using verification methods which may include a request for your Social Security number, PIN or other form of electronic identification. We may be liable for losses due to unauthorized or fraudulent instructions if we did not follow such procedures.

Pruco Life does not guarantee access to telephonic, facsimile, Internet or any other electronic information or that we will be able to accept transaction instructions via such means at all times. Regular and/or express mail will be the only means by which we will accept transaction instructions when telephonic, facsimile, Internet or any other electronic means are unavailable or delayed. Pruco Life reserves the right to limit, restrict or terminate telephonic, facsimile, Internet or any other electronic transaction privileges at any time.

PRUDENTIAL, PRUDENTIAL FINANCIAL, PRUCO LIFE AND THE ROCK LOGO ARE SERVICEMARKS OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA AND ITS AFFILIATES. OTHER PROPRIETARY PRUDENTIAL MARKS MAY BE DESIGNATED AS SUCH THROUGH USE OF THE <sup>SM</sup> OR <sup>®</sup> SYMBOLS.

**APPENDIX [ ] – SPECIAL CONTRACT PROVISIONS FOR CONTRACTS ISSUED IN CERTAIN STATES**

Certain features of your Contract may be different than the features described earlier in this prospectus, if your Contract is issued in certain states described below. Further variations may arise in connection with additional state reviews.

**State Specific Changes Needing mention in the Prospectus**

| Jurisdiction           | Special Provisions                                                                                                              |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| California and Indiana | If your Financial Firm is no longer approved by us, you may be entitled to receive a refund of a portion of your Contract Fees. |
|                        |                                                                                                                                 |
|                        |                                                                                                                                 |
|                        |                                                                                                                                 |

## **APPENDIX [ ] – HISTORICAL INITIAL INCOME PERCENTAGES AND INCOME DEFERRAL RATES**

As of the date of this prospectus, there are no previously offered Initial Income Percentages or Income Deferral Rates that are no longer offered.

## **Dealer Prospectus Delivery Obligations**

**All dealers that effect transactions in these securities are required to deliver a prospectus.**

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## PART II

### ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

Registrant anticipates that it will incur the following approximate expenses in connection with the issuance and distribution of the securities to be registered:

|                               |             |
|-------------------------------|-------------|
| Accountant's Fees & Expenses: | \$20,000.00 |
| Legal Fees & Expenses:        | \$20,000.00 |
| Printing Fees & Expenses:     | \$ 6,000.00 |
| Registration Fee:             | \$ 0.00     |

### 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. and Pruco Life Insurance Company](#). (Note 2)

(2) Plan of acquisition, reorganization, arrangement, liquidation or succession. N/A

(4)(a) [Contract \(P-CDA-IND\)\(11-21\)](#) (Note 1)

(b) [Cumulative Income Minimum Rider \(P-RID-CIE\)\(11-21\)](#) (Note 1)

(c) [Endorsement \(P-CDA-ENT\)\(11/21\)](#) (Note 1)

(d) [Application \(P-CDA-APP\)\(11/21\)](#) (Note 1)

(5) Opinion of Counsel as to legality of the securities being registered. (To be filed by amendment)

(8) Opinion re: tax matters. None

(15) Letter re unaudited interim financial information. None.

(23) Written consent of Independent Registered Public Accounting Firm. (To be filed by amendment)

(24) [Power of Attorney for Dylan J. Tyson, Markus Coombs, Elizabeth K. Dietrich, Alan M. Finkelstein, Scott E. Gaul, Bradley O. Harris, and Salene Hitchcock-Gear](#) (Note 1)

(96) Technical report summary. N/A

(107) [Filing Fees](#) (Note 1)

(Note 1) Filed herewith.

(Note 2) Incorporated by reference to Form S-3/A, Registration No. 333-220118, filed September 29, 2017 on behalf of the Pruco Life Insurance Company.

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## ITEM 17. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) (§230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i), (ii), and (iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) that are incorporated by reference in the registration statement, or, is contained in a form of prospectus filed pursuant to §230.424(b) of this chapter that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment to this 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.

(3) 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.

(4) Not applicable.

(5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, 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. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(6) 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.

(b) 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.

(c - h) Not applicable.

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## 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 9th day of December 2024.

### PRUCO LIFE INSURANCE COMPANY (Registrant)

By: Dylan J. Tyson\*  
Dylan J. Tyson  
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             |
|--------------------------------------------------------|--------------------------------------------------------------------------------|------------------|
| <u>Dylan J. Tyson*</u><br>Dylan J. Tyson               | Director, President and Chief Executive Officer                                | December 9, 2024 |
| <u>Elizabeth K. Dietrich*</u><br>Elizabeth K. Dietrich | Chief Financial Officer, Chief Accounting Officer, Vice President and Director | December 9, 2024 |
| <u>Markus Coombs*</u><br>Markus Coombs                 | Director and Vice President                                                    | December 9, 2024 |
| <u>Alan M. Finkelstein*</u><br>Alan M. Finkelstein     | Director and Treasurer                                                         | December 9, 2024 |
| <u>Scott E. Gaul*</u><br>Scott E. Gaul                 | Director and Vice President                                                    | December 9, 2024 |
| <u>Bradley O. Harris*</u><br>Bradley O. Harris         | Director                                                                       | December 9, 2024 |
| <u>Salene Hitchcock-Gear*</u><br>Salene Hitchcock-Gear | Director                                                                       | December 9, 2024 |

By: /s/Elizabeth L. Gioia  
Elizabeth L. Gioia

Attorney-in-Fact

\*Executed by Elizabeth L. Gioia on behalf of those indicated pursuant to Power of Attorney.

## EXHIBIT INDEX

- (4)(a) [Contract \(P-CDA\\_IND\)\(11\\_21\)](#)
  - (b) [Cumulative Income Minimum Rider \(P-RID-CIF\)\(11-21\)](#)
  - (c) [Endorsement \(P-CDA-ENT\)\(11/21\)](#)
  - (d) [Application \(P-CDA-APP \(11/21\)](#)
  - (24) [Power of Attorney for Dylan J. Tyson, Markus Coombs, Elizabeth K. Dietrich, Alan M. Finkelstein, Scott E. Gaul, Bradley O. Harris, and Salene Hitchcock-Gear](#)
  - (107) [Filing Fees](#)
-

**Calculation of Filing Fee Tables  
Form S-3**

(Form Type)

**Pruco Life Insurance Company**

(Exact Name of Registrant as Specified in its Charter)

**Table 1: Newly Registered and Carry Forward Securities**

|                                    | Security Type | Security Class Title                  | Fee Calculation Or Carry Forward Rule | Amount Registered | Proposed Maximum Offering Price Per Unit | Maximum Aggregate Offering Price           | Fee Rate | Amount of Registration Fee                 | Carry Forward Form Type | Carry Forward File Number | Carry Forward Initial Effective Date | Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward |
|------------------------------------|---------------|---------------------------------------|---------------------------------------|-------------------|------------------------------------------|--------------------------------------------|----------|--------------------------------------------|-------------------------|---------------------------|--------------------------------------|---------------------------------------------------------------------------------------|
| <b>Newly Registered Securities</b> |               |                                       |                                       |                   |                                          |                                            |          |                                            |                         |                           |                                      |                                                                                       |
| Fees to be Paid                    | Other         | Contingent Deferred Annuity Contracts | Rule 457(o)                           | (1)               | (1)                                      | To be completed by Pre-effective Amendment | \$153.10 | To be completed by Pre-effective Amendment | N/A                     | N/A                       | N/A                                  | N/A                                                                                   |
| Fees Previously Paid               | N/A           | N/A                                   | Rule 457(o)                           | N/A               | N/A                                      | N/A                                        | N/A      | N/A                                        | N/A                     | N/A                       | N/A                                  | N/A                                                                                   |
| Total Offering Amounts             |               |                                       |                                       |                   |                                          | \$ _____                                   |          | \$ _____                                   |                         |                           |                                      |                                                                                       |
| Total Fees Previously Paid         |               |                                       |                                       |                   |                                          |                                            |          | \$0.00                                     |                         |                           |                                      |                                                                                       |
| Total Fee Offsets                  |               |                                       |                                       |                   |                                          |                                            |          | \$92.70                                    |                         |                           |                                      |                                                                                       |
| Net Fee Due                        |               |                                       |                                       |                   |                                          |                                            |          | \$ _____                                   |                         |                           |                                      |                                                                                       |
|                                    |               |                                       |                                       |                   |                                          |                                            |          |                                            |                         |                           |                                      |                                                                                       |
|                                    |               |                                       |                                       |                   |                                          |                                            |          |                                            |                         |                           |                                      |                                                                                       |
|                                    |               |                                       |                                       |                   |                                          |                                            |          |                                            |                         |                           |                                      |                                                                                       |
|                                    |               |                                       |                                       |                   |                                          |                                            |          |                                            |                         |                           |                                      |                                                                                       |

(1) The Amount Registered and the Proposed Maximum Offering Price Per Unit are not applicable because the securities are not issued in predetermined amounts or units.

**Table 2: Fee Offset Claims and Sources**

|                    | Registrant Or Filer Name     | Form Or Filing Type | File Number    | Initial Filing Date | Filing Date | Fee Offset Claimed | Security Type Associated with Fee Offset Claimed | Security Title Associated with Fee Offset Claimed | Unsold Securities Associated with Fee Offset Claimed | Unsold Aggregate Offering Amount Associated with Fee Offset Claimed | Fee Paid with Fee Offset Source |
|--------------------|------------------------------|---------------------|----------------|---------------------|-------------|--------------------|--------------------------------------------------|---------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------|---------------------------------|
| Rule 457(p)        |                              |                     |                |                     |             |                    |                                                  |                                                   |                                                      |                                                                     |                                 |
| Fee Offset Claims  | Pruco Life Insurance Company | S-3                 |                | 01/31/2022          |             | \$92.70            | Other                                            | Contingent Deferred Annuity Contracts             | N/A                                                  | N/A                                                                 |                                 |
| Fee Offset Sources | Pruco Life Insurance Company | S-3                 | 333-263242 (2) |                     | 03/02/2022  |                    |                                                  |                                                   |                                                      |                                                                     | \$92.70 (2)                     |

(2) The registration fee of \$92.70 was originally paid in connection with Registration Statement 333-262437 filed on January 31, 2022 (Accession No. 0000777917-22-000006) which was later withdrawn on March 1, 2022 (Accession No. 0000777917-22-000011). This registration fee was then applied as a fee offset in Registration Statement 333-263242 filed on March 2, 2022 (Accession No. 0000777917-22-000013) which was subsequently withdrawn on September 1, 2023 (Accession No. 0000777917-23-000062).

Pruco Life Insurance Company

Principal Office:  
[One Corporate Drive  
Shelton, CT 06484]

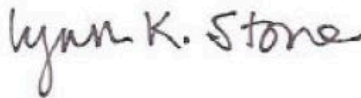
Service Office Address:  
[P.O. Box 7960  
Philadelphia, PA 19176  
Toll Free: 1-888-PRU-2888  
Website: [www.prudential.com](http://www.prudential.com)]

Please read this annuity contract ("Contract") carefully; it is a legal contract between you and Pruco Life Insurance Company ("Prudential"). This Contract is issued to the Contract Owner(s) named in the Contract Schedule when all requirements are received in Good Order. Subject to the terms and conditions of this Contract, Pruco Life Insurance Company will pay the benefits described in this Contract. This Contract takes effect on the Contract Date shown in the Contract Schedule.

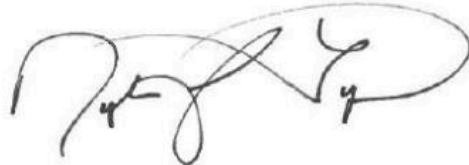
**RIGHT TO CANCEL:** On written request, we will provide, within a reasonable time, reasonable factual information regarding the benefits and provisions of the Contract to you. If for any reason you are not satisfied with the Contract, you may cancel this Contract for a refund by notification to us in Good Order or by returning the Contract to our Service Office or to the representative who sold it to you within but no later than 30 days after you receive it (or such longer period as required by law). The Contract can be mailed or delivered either to us, at our Service Office, or to the representative who sold it to you. Return of this Contract by mail is effective upon being postmarked, properly addressed and postage prepaid.

The amount of the refund will equal any Contract Fees paid as of the Valuation Day we receive the returned Contract at our Service Office or the cancellation request in Good Order.

Signed for Pruco Life Insurance Company:



[  
Secretary



[  
President

INDIVIDUAL CONTINGENT DEFERRED ANNUITY. NONPARTICIPATING.  
THIS CONTRACT HAS NO CASH VALUE, NO DEATH BENEFIT AND NO SURRENDER VALUE.

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## CONTRACT SCHEDULE

ACCOUNT REFERENCE NUMBER: [1234567-0005]

CONTRACT NUMBER: [1234-456-789]

CONTRACT DATE: [July 1, 2021]

CONTRACT OWNER(S):

[John Doe

SEX: Male

DATE OF BIRTH: January 1, 1948

Mary Doe

SEX: Female

DATE OF BIRTH: January 15, 1948]

ANNUITANT:

[John Doe

SEX: Male

DATE OF BIRTH: January 1, 1948

CO-ANNUITANT:

Mary Doe

SEX: Female

DATE OF BIRTH: January 15, 1948]

INITIAL ACCOUNT VALUE CONTRIBUTION: [\$25,000.00]

MAXIMUM ACCOUNT VALUE CONTRIBUTION LIMIT: [\$5,000,000]. Higher Account Value Contributions are subject to our approval.

MINIMUM ANNUITY PAYMENT: [\$100]

MINIMUM ACCOUNT VALUE: [\$0.00]

MINIMUM INCOME PAYMENT: [\$100]

CONTRACT FEE: [1.00]% annualized as a percentage of the Account Value. [A Contract Fee is calculated [quarterly] in the amount of [0.25]% of the Account Value on the Contract date and then each successive three month anniversary of the Contract Date.]

MAXIMUM CONTRACT FEE: [1.50]% annualized as a percentage of the Account Value.

EARLIEST CONTRACT FEE CHANGE DATE: [The Valuation Day coinciding with or next following the [3rd] anniversary of the Contract Date]

INITIAL INCOME PERCENTAGE:

| Age on Contract Date | Single Income Option Percentages | Joint Income Option Percentages |
|----------------------|----------------------------------|---------------------------------|
| [45-49               | 2.85%                            | 2.50%                           |
| 50-54                | 3.00%                            | 2.65%                           |
| 55-59                | 3.30%                            | 2.95%                           |
| 60-64                | 3.65%                            | 3.30%                           |
| 65-69                | 4.10%                            | 3.75%                           |
| 70-74                | 4.65%                            | 4.30%                           |
| 75-79                | 5.30%                            | 4.95%                           |
| 80-84                | 6.10%                            | 5.75%                           |
| 85+                  | 6.10                             | 5.75]                           |

MINIMUM INITIAL INCOME PERCENTAGE FOR ADDITIONAL ACCOUNT VALUE CONTRIBUTIONS: [1%]



**CONTRACT SCHEDULE (continued)**

**INCOME DEFERRAL RATE:**

| Age on Contract Date Anniversary | Income Deferral Rate Percentage |
|----------------------------------|---------------------------------|
| 45-49                            | 0.05%                           |
| 50-54                            | 0.10%                           |
| 55-59                            | 0.10%                           |
| 60-64                            | 0.15%                           |
| 65-69                            | 0.20%                           |
| 70-74                            | 0.25%                           |
| 75-79                            | 0.35%                           |
| 80-84                            | 0.40%                           |
| 85+                              | 0.40%]                          |

**ANNUITY TABLES FOR ANNUITY PAYMENTS**

The rates in Tables 1 and 2 below are applied upon the Annuitization to compute the minimum amount of the Annuity Payment for the payout options described below. Table 1 is used to compute the minimum Annuity Payment under Option 1 (Payments for Life with a Fixed Period Certain of 120 Months). Table 2 is used to compute the minimum initial Annuity Payment under Option 2 (Joint and Last Survivor).

**BASIS OF COMPUTATION FOR ANNUITY OPTIONS:** We use an annualized interest rate of [0.25]%. The adjusted age is the Annuitant's age as of the Annuitant's last birthday prior to the date on which the first payment is due, adjusted as shown in the "Translation of Adjusted Age" table below. The actuarial basis of the Annuity Options is the Annuity 2000 valuation mortality table, with four-year age setback and projected mortality improvement factors (modified Scale G) projected from the age at annuitization to the age at which the probability of survival is needed in the calculation of the Annuity Payment.

**AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000 APPLIED**

| [ANNUITY OPTION 1 Table – Payments for Life with 120 Months Period Certain |      |        |              |      |        |              |      |        |
|----------------------------------------------------------------------------|------|--------|--------------|------|--------|--------------|------|--------|
| Adjusted Age                                                               | Male | Female | Adjusted Age | Male | Female | Adjusted Age | Male | Female |
| 41                                                                         | 1.76 | 1.62   | 61           | 2.90 | 2.60   | 81           | 5.83 | 5.39   |
| 42                                                                         | 1.79 | 1.65   | 62           | 2.99 | 2.68   | 82           | 6.03 | 5.61   |
| 43                                                                         | 1.83 | 1.68   | 63           | 3.09 | 2.76   | 83           | 6.22 | 5.83   |
| 44                                                                         | 1.87 | 1.72   | 64           | 3.19 | 2.85   | 84           | 6.41 | 6.05   |
| 45                                                                         | 1.91 | 1.75   | 65           | 3.30 | 2.94   | 85           | 6.60 | 6.27   |
| 46                                                                         | 1.96 | 1.79   | 66           | 3.41 | 3.04   | 86           | 6.78 | 6.48   |
| 47                                                                         | 2.00 | 1.83   | 67           | 3.53 | 3.15   | 87           | 6.96 | 6.69   |
| 48                                                                         | 2.05 | 1.87   | 68           | 3.65 | 3.26   | 88           | 7.12 | 6.89   |
| 49                                                                         | 2.10 | 1.91   | 69           | 3.78 | 3.37   | 89           | 7.28 | 7.08   |
| 50                                                                         | 2.15 | 1.95   | 70           | 3.92 | 3.50   | 90           | 7.43 | 7.25   |
| 51                                                                         | 2.20 | 2.00   | 71           | 4.07 | 3.63   | 91           | 7.56 | 7.41   |
| 52                                                                         | 2.26 | 2.05   | 72           | 4.22 | 3.77   | 92           | 7.69 | 7.56   |
| 53                                                                         | 2.32 | 2.10   | 73           | 4.38 | 3.91   | 93           | 7.80 | 7.69   |
| 54                                                                         | 2.38 | 2.15   | 74           | 4.54 | 4.07   | 94           | 7.91 | 7.81   |
| 55                                                                         | 2.44 | 2.20   | 75           | 4.71 | 4.23   | 95           | 8.00 | 7.92]  |
| 56                                                                         | 2.51 | 2.26   | 76           | 4.89 | 4.40   |              |      |        |
| 57                                                                         | 2.58 | 2.32   | 77           | 5.07 | 4.59   |              |      |        |
| 58                                                                         | 2.65 | 2.39   | 78           | 5.25 | 4.78   |              |      |        |
| 59                                                                         | 2.73 | 2.45   | 79           | 5.44 | 4.97   |              |      |        |
| 60                                                                         | 2.81 | 2.53   | 80           | 5.64 | 5.18   |              |      |        |



CONTRACT SCHEDULE (continued)

| [ANNUITY OPTION 2 Table - Joint and Last Survivor |                     |      |      |      |      |      |      |      |      |      |        |
|---------------------------------------------------|---------------------|------|------|------|------|------|------|------|------|------|--------|
| Male Adjusted Age                                 | Female Adjusted Age |      |      |      |      |      |      |      |      |      |        |
|                                                   | 45                  | 50   | 55   | 60   | 65   | 70   | 75   | 80   | 85   | 90   | 95     |
| 45                                                | [1.59               | 1.68 | 1.75 | 1.80 | 1.84 | 1.87 | 1.89 | 1.90 | 1.91 | 1.91 | 1.91   |
| 50                                                | 1.64                | 1.76 | 1.86 | 1.95 | 2.02 | 2.07 | 2.11 | 2.13 | 2.14 | 2.15 | 2.15   |
| 55                                                | 1.68                | 1.82 | 1.96 | 2.09 | 2.21 | 2.30 | 2.36 | 2.40 | 2.43 | 2.44 | 2.45   |
| 60                                                | 1.71                | 1.87 | 2.05 | 2.22 | 2.39 | 2.54 | 2.65 | 2.73 | 2.78 | 2.81 | 2.82   |
| 65                                                | 1.73                | 1.90 | 2.11 | 2.33 | 2.56 | 2.79 | 2.98 | 3.13 | 3.23 | 3.29 | 3.32   |
| 70                                                | 1.74                | 1.92 | 2.15 | 2.41 | 2.70 | 3.02 | 3.32 | 3.58 | 3.78 | 3.90 | 3.97   |
| 75                                                | 1.74                | 1.94 | 2.17 | 2.46 | 2.81 | 3.21 | 3.64 | 4.06 | 4.42 | 4.68 | 4.84   |
| 80                                                | 1.75                | 1.95 | 2.19 | 2.50 | 2.88 | 3.35 | 3.91 | 4.52 | 5.12 | 5.60 | 5.94   |
| 85                                                | 1.75                | 1.95 | 2.20 | 2.51 | 2.92 | 3.44 | 4.10 | 4.91 | 5.79 | 6.62 | 7.26   |
| 90                                                | 1.75                | 1.95 | 2.20 | 2.53 | 2.94 | 3.49 | 4.23 | 5.19 | 6.36 | 7.62 | 8.73   |
| 95                                                | 1.75                | 1.95 | 2.21 | 2.53 | 2.96 | 3.52 | 4.30 | 5.37 | 6.78 | 8.47 | 10.15] |

| Translation of Adjusted Age                 |                    |                                             |                     |
|---------------------------------------------|--------------------|---------------------------------------------|---------------------|
| Calendar Year in Which First Payment Is Due | Adjusted Age       | Calendar Year in Which First Payment Is Due | Adjusted Age        |
| 2020 through 2029                           | Actual Age minus 1 | 2070 through 2079                           | Actual Age minus 6  |
| 2030 through 2039                           | Actual Age minus 2 | 2080 through 2089                           | Actual Age minus 7  |
| 2040 through 2049                           | Actual Age minus 3 | 2090 through 2099                           | Actual Age minus 8  |
| 2050 through 2059                           | Actual Age minus 4 | 2100 through 2109                           | Actual Age minus 9] |
| 2060 through 2069                           | Actual Age minus 5 |                                             |                     |



## DEFINITIONS

**Account:** Your account, or portion thereof, at your Financial Firm for which the coverage under this Contract is in relation to and is shown as 'Account Reference Number' in the Contract Schedule.

**Account Owner(s):** The natural person(s) or entity who has all rights to the Account.

**Account Value:** The value of the assets in your Account as of the close of business on a Valuation Day. For the purposes of this Contract, once the Account Value has been determined on a Valuation Day, it does not change until the close of business on the next Valuation Day.

**Additional Account Value Contribution:** Amounts contributed to the Account by you, or on your behalf, after the Initial Account Value Contribution shown in the Contract Schedule, as permitted under this Contract, and acknowledged by us.

**Advisory Fees:** The amount your Financial Firm deducts from your Account periodically for the investment advisory services provided in relation to the Account.

**Annuitant(s):** The natural person(s) named in the Contract Schedule whose life expectancy(ies) is the basis for Insured Income Payments and Annuity Payments under this Contract. Unless we are instructed otherwise, the Contract Owner is the Annuitant or, if more than one Contract Owner, the first named Contract Owner as shown in the Contract Schedule will be the Annuitant and the other Contract Owner will be the Co-Annuitant. The Annuitant and Co-Annuitant are collectively referred to herein as the Annuitants. The ages of the Annuitant(s) are the basis for determining the Annual Income Amount, Income Payment amount and Annuity Payment amount.

If the Contract Owner is an entity that we allow, the Annuitant(s) is a natural person who has a beneficial interest in the Account and the Entity and is named by the Contract Owner at issuance of the Contract.

**Annuity Date:** The date on which the Account is permanently converted into Annuity Payments or Insured Income Payments. Annuity Payments cannot begin earlier than the first anniversary of the Contract Date except as described in the Annuitization section of this Contract.

**Annuity Payments:** Payments we make to the Annuitant(s), designated payee, or the Beneficiary(ies) on or after the Annuity Date as described in the Annuitization section of this Contract.

**Beneficiary(ies):** The natural person(s) or entity named as beneficiary on or after the Annuity Date. The Beneficiary is entitled to receive any remaining Period Certain Annuity Payments, if applicable, at the death of the Annuitant(s). Prior to the Annuity Date, this Contract has no value payable upon the death of a Contract Owner or Annuitant(s).

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

**Company:** Pruco Life Insurance Company (also referred to as "Prudential", "we", "us" or "our").

**Contract Date:** This is the Valuation Day we receive all information we need in Good Order to issue the Contract and this Contract becomes effective. The Contract Date is shown in the Contract Schedule.

**Contract Fee:** The amounts paid to the Company by you, or the Financial Firm on your behalf, to maintain this Contract.

**Contract Owner(s):** The natural persons or entity to whom a Contract is issued (also referred to as "you" or "your," where applicable). All ownership rights with respect to any issued Contract belong to the Contract Owner(s), or as determined through the operation of applicable law. The Contract Owner(s) is named in the Contract Schedule.



**Contract Year:** The first Contract Year begins on the Contract Date and continues through and includes the day immediately preceding the first anniversary of the Contract Date. Subsequent Contract Years begin on the anniversary of the Contract Date and continue through and include the day immediately preceding the next anniversary of the Contract Date. For tax qualified contracts, when the Income Stage begins, the next Contract Year begins on the first Valuation Day of the calendar year. Each subsequent Contract Year will then correspond with the calendar year.

**Contingent Deferred Annuity:** This Contract is an annuity contract that establishes Pruco's obligation to make periodic payments for the annuitant's lifetime, or other stated period, at the time Eligible Account Assets, which are not owned or held by Pruco, are depleted to the Minimum Account Value due to contractually permitted withdrawals, market performance, fees and/or other charges.

**Custodial IRA Account:** A custodial or trust account which holds IRA or Roth IRA retirement assets pursuant to the provisions of Sections 408(a) and 408A of the Internal Revenue Code.

**Due Proof of Death:** Due Proof of Death is satisfied when we receive all of the following in Good Order: a death certificate or legal documentation and all representations required or mandated by applicable law or regulation in relation to a continuation of the Contract, Insured Income Payments or Annuity Payments after death.

**Eligible Account Assets:** An investment that we designate as eligible for coverage under this Contract. After the Contract is issued, we may designate additional investments as Eligible Account Assets. Once we designate an investment as an Eligible Account Asset, we, at any time in the future, may determine that such investment is no longer an Eligible Account Asset.

**Excess Withdrawal:** All or any portion of an Income Withdrawal that exceeds the Annual Income Amount for that particular Contract Year and any Unused Annual Income Amount. If the Required Minimum Distribution amount in any Contract Year is greater than the Annual Income Amount plus any Unused Annual Income Amount, then only the amount of Income Withdrawals you make that exceed the Required Minimum Distribution amount calculated by us, if any, will be treated as Excess Withdrawal.

**Financial Firm:** The entity you choose to hold your Account and approved by us.

**Good Order:** Good Order is a state or condition determined to be reasonably necessary for the accurate execution of the intended transaction or direction, including: a) being received at our Service Office in a manner that is sufficiently complete and clear that we do not need to exercise any discretion; b) complies with all relevant laws and regulations; c) on specific forms, or by other means we then permit (such as via telephone or electronic transmission); and/or d) with any signatures and dates as we may require. We will notify the Financial Firm or you when Good Order conditions have not been met.

**Income Withdrawal:** Any Withdrawal taken from the Account that is not designated by you as a Non-Income Withdrawal. Once you have taken your first Income Withdrawal from the Account, or notified us in Good Order to begin the Income Stage, all further Withdrawals will be deemed to be Income Withdrawals.

**Initial Account Value Contribution:** The initial amount contributed to the Account by you, or on your behalf, shown in the Contract Schedule and acknowledged by us.

**Insured Income Payment:** Payments we make after the Annuity Date as described in the 'Insured Income Stage and Portability Options' section of this Contract.

**Maximum Contract Limits:** The amount that the Initial Account Value Contribution, plus all Additional Account Value Contributions, may not exceed. The Maximum Contract Limit is shown in the Contract Schedule. For any intended Additional Account Value Contribution that would result in an amount exceeding the Maximum Contract Limit, only the portion that would not exceed the Maximum Contract Limit will be treated as an Additional Account Value Contribution under this Contract.

**Minimum Account Value:** The minimum balance the Financial Firm requires to maintain your Account with the Financial Firm.



**Non-Income Withdrawal:** Any amount taken from the Account prior to the Income Stage, or notification to us in Good Order to begin the Income Stage, and designated as such by you. Once you take a Withdrawal that you have not designated as a Non-Income Withdrawal, all future Withdrawals will be deemed Income Withdrawals.

**Qualified Account:** An Account maintained pursuant to an eligible retirement plan as defined in Code Section 402(c)(8)(B), other than a custodial account described in Code Section 403(b)(7).

**Service Office/ Service Office Address:** Certain requests must be sent directly to us at the location shown on the cover page of the Contract in Good Order regarding this Contract or Contract Fees, if applicable. We refer to this as our "Service Office." The Service Office Address may be changed at any time. We will notify you and the Firm in advance of any change in address.

**Valuation Day:** Every day the New York Stock Exchange is open for regular trading or any other day that the Securities and Exchange Commission requires mutual funds, exchange traded funds or unit investment trusts registered under the Investment Company Act of 1940 to be valued.

we, us, our: Pruco Life Insurance Company

Withdrawal/Withdrawn: Any amount taken from the Account.

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

#### GENERAL FEATURES

This Contract provides the following options, when all specified conditions are met:

**Insured Income Payments:** Distribution of an Annual Income Amount over the lifetime of the Annuitant or over the joint lifetimes of the Annuitants when one of the following events occurs and you exercise your option to receive, or continue receiving, the Annual Income Amount under this Contract: a) your Account Value is reduced to zero as long as the Income Withdrawals in that Contract Year are less than or equal to the Annual Income Amount plus any Unused Annual Income Amount or reduced to below the Minimum Account Value b) you terminate your Account with the Financial Firm or c) after notification to you, the Financial Firm is no longer approved to hold your Account. You must meet the eligibility requirements within this Contract to receive Insured Income Payments (see the "Insured Income Payment Stage" section of this Contract for more information regarding this feature). Once Insured Income Payments have begun no further Income Withdrawals may be taken.

**Annuity Payments:** The option to convert your Account Value into a stream of Annuity Payments guaranteed for life with a period certain or for joint lives with no period certain, depending on the option you choose. If you elect this feature, your Account Value will be transferred to us from your Account. See the "Annuitization" section of this Contract for more information regarding this feature.

#### CONTRACT DESIGNATIONS

For Income Withdrawals to begin on a single income basis:

- If one Contract Owner is named, the Contract Owner and the Annuitant must be the same. The Contract Owner must be an Account Owner. Upon Due Proof of Death of the Contract Owner, this Contract will terminate.
- If two Contract Owners are named, they must be spouses and the Annuitant must be one of the Contract Owners and the Account Owner. No additional Contract Owners may be named. While both Contract Owners are alive, the Contract ownership rights will be vested equally in both Contract Owners. If the Contract Owner who is also the Annuitant dies first, this Contract will terminate upon Due Proof of Death. Unless otherwise instructed, if the Contract Owner who is not the Annuitant dies first, and is still the spouse of the surviving Contract Owner at the time of death, this Contract will continue.



- If the Contract Owner is an entity that we permit, the Annuitant must be named and have a beneficial interest in the entity. The entity must be the Account Owner. Upon receipt of Due Proof of Death of the death of the Annuitant, this Contract will terminate.

For Income Withdrawals to begin on a joint income basis:

- If one Contract Owner is named, the Contract Owner will be the Annuitant, unless the Contract Owner is an entity, in which case an Annuitant must be named and have a beneficial interest in the entity. The Contract Owner must be an Account Owner. A Co-Annuitant must be designated and be the spouse of the Annuitant. If the Co-Annuitant survives the Contract Owner (or the Annuitant if the Contract is owned by an entity), then, upon the receipt of Due Proof of Death of the Contract Owner (or the Annuitant if the Contract is owned by an entity), the Co-Annuitant will become the Contract Owner and Annuitant (if the contract is owned by an entity, the Co Annuitant would become the Annuitant but not the Contract Owner). The Co-Annuitant must be or become the Account Owner (if the Contract Owner is an entity, the entity must remain the Account Owner) and be the spouse of the deceased Contract Owner and/or Annuitant at the time of death, subject to the Tax Provisions section of this Contract; otherwise this Contract will terminate.
- If two Contract Owners are named, the first named Contract Owner as shown in the Contract Schedule will be the Annuitant and the other Contract Owner will be the Co-Annuitant, unless we are instructed otherwise. At least one of the Contract Owners must also be an Account Owner. The Contract Owners must be spouses and each must have the option of continuing the Account upon the first Contract Owner's death. Upon the receipt of Due Proof of Death of a Contract Owner, this Contract will continue if the Contract Owners were spouses at the time of death and the surviving spouse is or becomes the Account Owner. The Account and the Annual Income Amount will continue to be based on the applicable Joint Income Option Percentage(s); no additional Contract Owners or Annuitants may be named and this Contract will terminate upon the death of the last surviving Contract Owner.

A Co-Annuitant may be named or changed at any time prior to the start of Income Withdrawals, subject to our acceptance. The Annuitant cannot be changed except in the event of divorce as described in the circumstances below. Upon receipt of notice of the divorce, and any other documentation we require, in Good Order at our Service Office:

- When no Co-Annuitant is named at the time of the divorce: If the divorce occurs prior to the Income Stage and results in the removal of the Annuitant from this Contract (as Annuitant and/or Contract Owner) or as an Account Owner and the former spouse is named as an Account Owner, the Contract Owner and the Annuitant, the Contract will continue, unless we are instructed otherwise. If this Contract is continued, the Annual Income Amount will be determined using the applicable Joint Income Option Percentage(s) and Income Deferral Rate based on the younger of the new Annuitant and the Annuitant on the Contract Date. A new Co-Annuitant may not be named if divorce occurs during the Income Stage, and results in the removal of the Annuitant from this Contract (as Annuitant and/or Contract Owner) or as an Account Owner this Contract will terminate.
- When a Co-Annuitant is named: If the divorce results in the removal of one of the Annuitants from this Contract (as Annuitant and/or Contract Owner) or as an Account Owner and the remaining Annuitant is named as an Account Owner, the Contract Owner and Annuitant, the Contract will continue, unless we are instructed otherwise. If this occurs prior to the Income Stage, the Annual Income Amount will be determined using the applicable Joint Income Option Percentage(s) and Income Deferral Rate under this Contract as of the divorce. If divorce occurs in the Income Stage, the divorce will not result in a new Annual Income Amount and we will only make Insured Income Payments as described below in the Insured Income Payments section until the death of the resulting Annuitant. A new Co-Annuitant may not be named.

#### PRE-INCOME STAGE

Pre-Income Stage: The period of time before the Income Stage.

Income Base: On each Valuation Day during the Pre-Income Stage, the Income Base will equal the Account Value. Withdrawals of any type, including any Required Minimum Distribution, Advisory Fees and Contract Fees



paid from the Account, will reduce the Account Value and, as a result, will reduce the Income Base. The Income Base during the Pre-Income Stage is only used to quote the Annual Income Amount for the Income Stage and does not reflect any cash value in this Contract.

**Income Percentage:** The Income Percentage is the rate we apply to the Income Base to determine the Annual Income Amount. The Initial Income Percentages are shown in the Contract Schedule.

The Initial Income Percentage applicable to your Initial Account Value Contribution is based on the age of the Annuitant, or the younger of the Annuitants, on the Contract Date. During the Pre-Income Stage, the Income Percentage will equal the Initial Income Percentage applicable to the Initial Account Value Contribution unless/until one of the following occurs as discussed further below:

- The Income Percentage is increased by the Income Deferral Rate; or
- You make an Additional Account Value Contribution.

You may change the Co-Annuitant in the Pre-Income Stage, subject to the requirements set forth in the Contract Designations sections of this Contract. If the Co-Annuitant has been added, changed, or removed, we recalculate the Annual Income Amount using the applicable Income Percentage(s) and Income Deferral Rate as described herein based on the age of the named Annuitant or younger of the Annuitants on the Contract Date and in the Additional Account Value Contributions section below based on the age of the named Annuitant or younger of the Annuitants as of the effective date of each such addition, change, or removal.

**Income Deferral Rate:** The Income Deferral Rate, expressed in the Contract Schedule as an annualized percentage, is applied on each Valuation Day to the Income Percentage during the Pre-Income Stage. The Income Deferral Rate is based on the attained age of the Annuitant, or the younger of the Annuitants, on the Contract Date and each Contract Date anniversary thereafter and is shown in the Contract Schedule.

**Impact of Additional Account Value Contribution(s):** You may make Additional Account Value Contributions, subject to the "Additional Account Value Contribution(s) Limitation" section. For each Additional Account Value Contribution, the Income Base is increased by the dollar amount of the Additional Account Value Contribution on the Valuation Day on which the Additional Account Value Contribution is acknowledged by the Company.

When Additional Account Value Contributions are applied to the Account, the Income Percentage will be recalculated. The recalculated Income Percentage is determined by using a weighted average. The components of the weighted average are:

- A) The Income Base immediately before an Additional Account Value Contribution is effective.
- B) The Income Percentage (including any accrued Income Deferral Rate) immediately before the Additional Account Value Contribution is effective.
- C) The amount of the Additional Account Value Contribution.
- D) The then current Initial income percentage declared for new sales of the Contract or, if no longer offering for new sales, the current declared income percentage for Additional Account Value Contributions, based on the attained age of the Annuitant or younger of the Annuitants. The income percentage used will not be less than the Minimum Income Percentage shown in the Contract Schedule.

The formula for the new weighted Income Percentage =  $((A \times B) + (C \times D)) / (A + C)$

This new weighted Income Percentage accumulates according to the applicable Income Deferral Rate shown in the Contract Schedule.

**Annual Income Amount:** An amount that, if Income Withdrawals were to begin on the Valuation Day quoted, could be Withdrawn from the Account during a Contract Year without being considered an Excess Withdrawal. We will quote this amount upon request. The quoted Annual Income Amount is determined by multiplying the Income Base as of the prior Valuation Day by the Income Percentage, including any accrued Income Deferral Rate on the date of the quote.



## INCOME STAGE

**Income Stage:** The time period beginning on the Valuation Day next following the earlier of the first Income Withdrawal or notification by you, received by us in Good Order, to begin the Income Stage and ending on the Annuity Date or termination of the Contract. You may not change the Annuitants during the Income Stage.

**Annual Income Amount:** The amount that can be Withdrawn from your Account during a Contract Year, excluding any Unused Annual Income Amount, without being considered an Excess Withdrawal.

The Annual Income Amount is calculated on the Valuation Day the Contract goes into the Income Stage and on the first Valuation Day of each Contract Year thereafter by multiplying the Income Percentage by the Income Base as of that Valuation Day (prior to the Income Base being adjusted for any Additional Account Value Contributions or Excess Withdrawals on that date). Fees do not reduce the Annual Income Amount available for withdrawal for the Contract Year in which the fee is deducted from the Account.

You may make Additional Account Value Contributions, subject to the "Additional Account Value Contribution(s) Limitation" section. For each Additional Account Value Contribution, the Income Base is increased by the dollar amount of the Additional Account Value Contribution on the Valuation Day on which the Additional Account Value Contribution is acknowledged by the Company.

When Additional Account Value Contributions are applied to the Account, the Income Percentage will be recalculated to determine a weighted Income Percentage. The recalculated Income Percentage is determined by using a weighted average. The components of the weighted average are:

- A) The Income Base immediately before an Additional Account Value Contribution is effective.
- B) The Income Percentage immediately before the Additional Account Value Contribution is effective.
- C) The amount of the Additional Account Value Contribution.
- D) The then current initial income percentage declared for new sales of this Contract or, if no longer offering new sales, the current declared income percentage for Additional Account Value Contributions, based on the attained age of the Annuitant or younger of the Annuitants. The income percentage used will not be less than the Minimum Income Percentage shown in the Contract Schedule.

The formula for the new weighted Income Percentage =  $((A \times B) + (C \times D)) / (A + C)$

The remaining Annual Income Amount for the Contract Year in which the additional Account Value Contribution is made is also increased by an amount equal to the new weighted Income Percentage applied to the Additional Account Value Contribution.

The Annual Income Amount is also adjusted if you opt out of a Contract Fee increase, as described under "CONTRACT FEES."

**Income Base:** During the Income Stage, the Income Base is used to calculate the Annual Income Amount only and does not reflect any available cash value in this Contract. The Income Base will change as follows:

- On each Valuation Day, the Income Base will change by the same percentage as the change in your Account Value from the preceding Valuation Day, excluding the changes due to Additional Account Value Contributions and Withdrawals on the current Valuation Day, referred to as the net performance adjustment. Any fees that reduce your Account Value will impact the net performance adjustment.
- Excess Withdrawals proportionally reduce the Income Base by the ratio of the Excess Withdrawal amount to the Account Value immediately prior to the Excess Withdrawal. Any fees or charges related to the Withdrawal deducted from the Account are included in the total amount of the Excess Withdrawal by which the Income Base will be reduced.



- Additional Account Value Contributions may be made, subject to the "Additional Account Value Contributions Limitation" section. For each Additional Account Value Contribution, the Income Base is increased by the dollar amount of the Additional Account Value Contribution.

**Income Percentage:** The rate applied to the Income Base to determine the Annual Income Amount. The Income Percentage in the Income Stage is equal to the Income Percentage at the end of the Pre-Income Stage unless you made Additional Account Value Contributions as described herein. The Income Deferral Rate no longer accrues in the Income Stage.

**Impact of Income Withdrawals on the Income Base and Annual Income Amount:** Income Withdrawals less than or equal to the Annual Income Amount and any Unused Annual Income Amount do not reduce the Income Base. Income Withdrawals reduce the Annual Income Amount or Unused Annual Income Amount by the amount of the Income Withdrawal.

**Unused Annual Income Amount:** Any portion of the Annual Income Amount not withdrawn in a Contract Year will be carried over to allow for Income Withdrawals above the Annual Income Amount in future Contract Years until the Annuity Date. Any Unused Annual Income Amount for a Contract Year will fluctuate in value based on the change in Income Base from the prior Contract anniversary excluding any increase to the Income Base from Additional Account Value Contributions. Fees do not reduce the Unused Annual Income Amount available for Withdrawal for the Contract Year in which the fee is deducted from the Account.

In any Contract Year where Unused Annual Income Amount is available, Income Withdrawals will be taken first from the current Contract Year's Annual Income Amount and then from any Unused Annual Income Amount unless you request otherwise.

#### INSURED INCOME STAGE AND PORTABILITY OPTIONS

**Insured Income Stage:** The time period beginning on the Annuity Date and ending upon termination of the Contract. Once the Insured Income Stage begins there is no longer an Account Value.

The Insured Income Stage will begin when one of the following events occurs:

- a) your Account Value is reduced to zero, assuming no Excess Withdrawals have been taken during that Contract Year, or reduced to below the Minimum Account Value. You can elect to continue receiving your Annual Income Amount and we subsequently will make Insured Income Payments until the death of the Annuitant or, if a Co-Annuitant is named on this Contract at the time this event occurs, until the deaths of both Annuitants. In the Contract Year in which this event occurs, the only Insured Income Payment due, if any, equals the Annual Income Amount not yet Withdrawn in that Contract Year plus any Unused Annual Income Amount. If the event occurred as a result of the Account Value being reduced to the Minimum Account Value, any remaining Account Value, less any Annual Income Amount not yet Withdrawn in that Contract year, plus any Unused Annual Income Amount must be received by us to commence Insured Income Payments.

In subsequent Contract Years, the Insured Income Payment equals the Annual Income Amount as of the date of the event, adjusted for any Additional Account Value Contributions and/or Excess Withdrawals that occurring in the Contract year in which the event occurred. Unless you instruct otherwise, Insured Income Payments will be paid to you in equal monthly payments beginning on the 1st day of the month on or immediately following the date that your Insured Income Payments are set to begin.

- b) you terminate your Account with the Financial Firm or the Financial Firm no longer has an agreement with us to service this Contract (and you do not move your Account to a Financial Firm that has an agreement with us to service this Contract) and you exercise your option to receive, or continue receiving, the Annual Income Amount as of the date the event occurs, by transferring any remaining Account Value to us. You may exercise this option while this Contract is in effect, prior to the event described in (a) above. You may request that we make Insured Income Payments each year equal to the Annual Income Amount on the date of the event, adjusted for any Additional Account Value Contributions and/or Excess Withdrawals that



occurred in the Contract Year in which the event occurred, excluding any Unused Annual Income Amount. Insured Income Payments will be paid to you, at the frequency you select beginning on the next Valuation Day. We will continue to make such payments until the later of the death of the Annuitant or, if a Co-Annuitant is named on this Contract at the time this event occurs, deaths of both Annuitants. In the Contract Year in which the event occurs, the only payment due equals the Annual Income Amount not yet Withdrawn in that Contract Year, if any, and any Unused Annual Income Amount, if any.

The amount of the Insured Income Payments will not change after payments have begun. Any Unused Annual Income Amount can no longer be carried over to the next Contract Year and will not be applied in determining the amount of the Insured Income Payment.

We must receive your request at our Service Office in Good Order. Once we receive your election to commence Insured Income Payments, the election is irrevocable.

If the total Insured Income Payment due each Contract Year is less than the Minimum Income Payment amount shown in the Contract Schedule, we may change the frequency of Insured Income Payment, however, Insured Income Payments will still be made at least annually.

Insured Income Payments available on the Annuity Date will not be less than those provided by the application of an equivalent amount to the purchase of a single premium immediate annuity contract offered by us on the Annuity Date to the same Annuitant or Annuitants class for the same life only payment option, if available.

We may offer other Insured Income Payment options. Any such additional options will be offered to all contract purchasers in the same class of annuitants, in a non-discriminatory manner. You will be notified of any such options available to you.

#### ANNUITIZATION

On or after the earliest Annuity Date, and if Insured Income Payments have not become payable, you may elect to apply your entire remaining Account Value, less any remaining Annual Income Amount for that Contract Year and Unused Annual Income Amount you choose to withdraw, to an Annuity Payment Option described below.

Annuity Payment Options: The basis of computation for each Annuity Payment Option is shown in the Contract Schedule.

Option 1: Fixed Payments for Single Life with a Fixed Period Certain: We will pay equal periodic payments for the longer of the Annuitant's remaining lifetime or a fixed period of time (the "Period Certain"). If the Annuitant dies after all Annuity Payments have been made for the Period Certain, Annuity Payments shall end with the last scheduled Annuity Payment due before the Annuitant's death. If the Annuitant dies before all Annuity Payments have been made for the Period Certain, Annuity Payments will continue for the remainder of the Period Certain term to the Beneficiary(ies) designated by the Contract Owner.

Option 2: Joint Lives and Last Survivor: We will pay equal periodic payments for the joint remaining lifetimes of the Annuitants. Annuity Payments end with the last scheduled Annuity Payment due before the last surviving Annuitant's death. A Beneficiary may not be named under this option.

We must receive your request at our Service Office in Good Order. Once we receive your election to commence Annuity Payments, we will only make Annuity Payments under the specific Annuity Payout Option elected, and the Annuity Payment option cannot be changed. We may limit the length of any Annuity Payout Option including, any period certain, to conform to applicable tax rules.

Annuity Payments available on the Annuity Date will not be less than those provided by the application of an equivalent amount to the purchase of a single premium immediate annuity contract offered by us on the Annuity Date to the same Annuitant or Annuitants class for the same payment option.

We may offer other Annuity Payout Options. Any such additional options will be offered to all contract purchasers in the same class of Annuitants, in a non-discriminatory manner. You will be notified of any such options available to you.



## CONTRACT FEES

The Contract Fee for this Contract is equal to a percentage of the Account Value, as shown in the Contract Schedule and any rider or endorsements elected with the Contract. We will notify you and/or the Firm of the fee amount and due date. This fee must be remitted to us by you or the Firm on your behalf by the due date. The Financial Firm may withdraw the Contract Fee from the Account, or the fee may be collected through some other option made available by either the Financial Firm or Us.

We may change the Contract Fee for this Contract at any time on or after the Earliest Contract Fee Change Date. Any increased Contract Fee will not exceed the Maximum Contract Fee for the Contract. The Earliest Contract Fee Change Date and the Maximum Contract Fee for the Contract are shown in the Contract Schedule.

You will be notified in writing at least 60 days in advance of an increase in the Contract Fee for the Contract. You will have the option of refusing the Contract Fee increase. If you refuse the Contract Fee increase, the Contract Fee will continue at the present rate while this Contract is in effect. However, your Income Percentage will be subject to a one time and permanent reduction of 5% of the Income Percentage on the next anniversary of the Contract Date.

If you wish to opt out of the Contract Fee increase, we must receive your direction at our Service Office in Good order; otherwise the Contract Fee increase will become effective. You may request the estimated dollar amount of the 5% Income Percentage reduction prior to opting out. If you opt out during the Income Stage, you will receive confirmation of the new Annual Income Amount.

The Contract Fee ceases upon the earlier of (i) the termination of the Contract or (ii) the Annuity Date. In the event this Contract terminates for any reason other than death, a final pro-rated Contract Fee is due to us upon termination.

## GENERAL PROVISIONS

**Additional Account Value Contribution(s) Limitation:** Amounts contributed to the Account by you, or on your behalf are subject to review by us on a non-discriminatory basis before being considered Additional Account Value Contributions under this Contract. Circumstances where amounts contributed to your Account may not be considered Additional Account Value Contributions include, but are not limited to, the following:

- if we determine that, as a result of the timing and amounts of your Additional Account Value Contributions and Withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of Additional Account Value Contribution(s); or
- Additional Account Value Contributions made on or after the Annuity Date to the Account; or
- the oldest Owner(s) reaches age [85]; or
- if we are not then offering this Contract for new issues; or
- if we are offering a modified version of this Contract for new issues.

**Assignment:** You may not assign the Contract or any rights under the Contract.

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

**Currency:** All Contract Fees and other monies payable to us must be in the lawful currency of the United States of America.

**Deferral of Transactions:** We may defer any Income Payment or Annuity Payment for a period not to exceed the lesser of 6 months or the period permitted by applicable law. Where required, we will make written request to, and obtain prior written approval from, the state insurance commissioner. If we elect to postpone payments for 30 days or more, we will pay interest as required by applicable law.



**Elections, Designations, Changes and Requests:** All elections, designations, changes and requests that we require must be received by us in Good Order and are effective only after they have been acknowledged by us, subject to any transactions made by us before receipt of such notices.

**Eligible Account Assets:** This Contract will have Eligible Account Assets that your Account must be allocated to at all times prior to the Annuity Date. We may terminate this Contract on a non-discriminatory basis if you or your Financial Firm invests any portion of your Account outside of the Eligible Account Assets or if any Eligible Account Asset becomes a non Eligible Account Asset.

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

**Evidence of Survival or Marital Status:** Before we make an Income Payment or Annuity Payment, we have the right to require proof of continued life or marital status and any other documentation we need to make such payment. We can require this proof for any person whose life or death determines whether or to whom we must make the Income payment or Annuity Payment.

**Financial Firm:** We rely on the Financial Firm to maintain your Account, and to do so in accordance with Eligible Account Assets.

We also rely on the Financial Firm to provide us with information about your Account that we need to administer your Contract. We may terminate this Contract as of the date the Financial Firm fails to provide timely and accurate information about your Account or properly assess and forward the Contract Fee in accordance with the agreement between the Financial Firm and Us.

If you transfer your Account to a Financial Firm with which we have an agreement to service this Contract, you may request to continue this Contract in relation to the Account at the new Financial Firm. We must receive your request in Good Order on or before the date you close your Account at your Financial Firm.

**Facility of Payment:** We reserve the right, in settlement of full liability, to make Insured Income Payments or Annuity Payments to a guardian, relative, or other person deemed eligible by us if a person(s) to whom we are making Income, Insured Income or Annuity Payments is deemed to be legally incompetent, as permitted by law.

**Incontestability:** We will not contest this Contract. All statements in the Contract Owner's application are representations, not warranties.

**Misstatement of Age or Sex:** If there has been a misstatement of the age and/or sex of any person upon whose life any amounts we are obligated to determine in order to make any payment, including Insured Income Payments or Annuity Payments, we will adjust such amounts to conform to that for the correct age and/or sex. As to Annuity Payments and Insured Income Payments: (a) any underpayments by us will be remedied on the next payment following the correction with interest at a rate not less than that required by applicable law but not exceeding 6%; and (b) any overpayments by us will be charged against future amounts payable by us under your Contract. If there has been a misstatement of the age and/or sex of a person(s) upon whose life the Insured Income Payments or Annuity Payments under this Contract are based, we will make adjustments to any availability and any benefits payable under this Contract to conform to the facts.

**Non-Participation:** This Contract does not share in our profits or surplus earnings. No dividends are payable.

**Premium Tax:** Premium tax rates and rules vary by state and may change. We reserve the right to deduct any such tax from Annuity Payments or Insured Income Payments.

**Recovery of Excess Payments:** We may recover from you or your estate any Insured Income Payments or Annuity Payments made after the death of the Annuitant or the last of the Annuitants that would have otherwise resulted in the termination of this Contract.

**Reports to you:** Each contract year after the first, you will receive a report at least once annually.



**Reserved Rights:** In addition to rights specifically reserved elsewhere in this Contract, we reserve the right to perform any or all of the following: (a) make changes required by any change in the federal securities laws, including the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any changes to the Securities and Exchange Commission's interpretation thereof; (b) make changes that are necessary to maintain the tax status of your Contract, any rider, amendment or endorsement attached hereto or any charge or distribution from your Contract under the Internal Revenue Code; and (c) make any changes required by federal or state laws with respect to annuity contracts. We reserve the right to modify this Contract without receiving your prior consent, except as may be required by any applicable law, if we are required to make changes necessary to comply with state regulatory requirements, Internal Revenue Service ("IRS") requirements or other federal requirements.

**Required Minimum Distributions:** Applicable to IRAs and other qualified contracts, unless designated as a Non-Income Withdrawal, a Required Minimum Distribution is considered an Income Withdrawal under this Contract. The following rules apply to determine if any portion of a Required Minimum Distribution amount will be treated as an Excess Withdrawal.

For purposes of these provisions, Required Minimum Distributions are determined based on the value of the Account (including this Contract), and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules.

In general, Income Withdrawals made from the Account to meet the Required Minimum Distribution provisions of the Code will not be treated as an Excess Withdrawal.

If, in any Contract Year, your Required Minimum Distribution amount is less than the Annual Income Amount plus Unused Annual Income Amount, any Income Withdrawals in excess of the Annual Income Amount plus Unused Annual Income Amount will be treated as an Excess Withdrawal.

In any Contract Year that the Required Minimum Distribution equal to an amount we would calculate for this Contract is greater than the Annual Income Amount plus Unused Annual Income Amount, only the amount of Income Withdrawals you make that exceed the Required Minimum Distribution amount calculated by us will be treated as an Excess Withdrawal.

In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution, if not for the suspension, as eligible for treatment under this provision.

**Tax Reporting and Withholding:** We will comply with all applicable federal and state tax reporting and withholding laws and regulations with respect to Insured Income Payments and Annuity Payments payable under this Contract. We will not provide tax reporting or withholding with respect to custodial held Contracts.

**Written Notice:** All elections, designations, changes and written notices, including proof of death and any required forms, must be sent to us in a form or format satisfactory to us. In lieu of a written communication, we may agree in advance to communication regarding a specific matter by telephone or by some other form of electronic transmission in a manner we accept. All notices must include the Contract Owner's(s') name and Contract Number. We will not be responsible for any actions taken before we receive a valid change request. Correspondence from us relating to your Contract will be sent to your last known address.

Any notice we are required to provide to you, in accordance with the terms of this Contract, will be in writing unless we mutually agree to the use of another medium or format, e.g., electronic, etc.

#### TAX PROVISIONS

**Income Tax Qualification:** The Contract is intended to qualify for tax treatment as an annuity contract under Section 72 of the Code. The Contract provisions will be interpreted to preserve the intended tax treatment. This "Tax Provisions" section contains references to terms which, if not defined in the "Definitions" section or elsewhere in this Contract, have the meaning provided in the applicable section of the Code. Such references are subject to change from time to time, in accordance with changes in the Code, and will be administered to comply with such change.



We reserve the right to amend the Contract as needed to maintain its tax status under the Code. We will send you copies of any amendment. Please contact the Financial Firm that manages your Account if you have questions regarding the tax status of your Account.

**Accounts other than Qualified Accounts:** With respect to an Account other than a Qualified Account, the Contract provisions regarding distributions after death, if any, are intended to comply with Section 72(s) of the Code. To ensure compliance, however, all distributions from a Contract that is not held in connection with a Qualified Account will be made in accordance with the following requirements, unless the terms of the Contract otherwise require amounts to be paid sooner:

1. If any Contract Owner of this Contract dies on or after the annuity starting date (within the meaning of Code Section 72) and before the entire interest in this Contract has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of death.
  - a. If any Contract Owner of this Contract dies before the annuity starting date (within the meaning of Code Section 72), the Contract will terminate, except if the designated beneficiary (within the meaning of Code Section 72) of the Contract is the Owner's spouse, this paragraph 1(a) shall be applied by treating such spouse as the holder of the Contract.
2. If the Contract Owner of the Contract is not an individual, the Annuitant shall be treated as the Contract Owner. In addition, a change of the Annuitant will be treated as the death of a Contract Owner. For these purposes, the Annuitant is the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

**Qualified Accounts:** If the Account is a Qualified Account, only the Qualified Account may be named as Contract Owner and Beneficiary. For a Qualified Account, the Annuitant will be the individual for whose benefit the Account is maintained under the plan or arrangement.

#### TERMINATION OF CONTRACT

You may terminate this Contract at any time prior to the Annuity Date. Termination will occur upon receipt of your notification of termination in Good Order. We reserve the right to terminate this Contract on a non-discriminatory basis upon the first of the following events to occur:

1. on the death of a Contract Owner unless this Contract is continued as described in the "Contract Designations" section; or
2. on the date of death of the Annuitant if Income Withdrawals have not begun and a surviving spouse does not remain or become an owner of the Account and/or continue this Contract as described in the "Contract Designations" section; or
3. on the date of death of the Annuitant, or on the date of death of the last surviving Annuitant if a Co-Annuitant is named, if Income Withdrawals or Insured Income Payments have begun; or
4. if the Contract is owned by a non-natural person and the Annuitant is changed, section 72(s) of the Code treats the change as the death of the Annuitant unless there is a Co-Annuitant and the change results in the Co-Annuitant becoming the Annuitant as described in the "Contract Designations" section; or
5. if the Account Owner changes to someone other than one of the Annuitants; or
6. if the Annuitant(s) dies prior to the end of the Period Certain term under Option 1 as described in the "Annuitization" section, then this Contract will terminate upon the final Period Certain Annuity Payment; or



7. upon the date of death of the Annuitant or last surviving Annuitant if Annuity Payments are being made under Option 2 in the "Annuitization" section; or
8. as of the date both the Account Value and the Income Base is \$0; or
9. upon violation of the Contract provisions, including (a) a violation of the Eligible Account Assets and b) failure to provide timely information about the Account necessary to properly administer this Contract; or
10. the date the Contract Fee is due and Contract Fees are outstanding; or
11. upon liquidation of the Account, unless the Account Value is re-established within an Account at a Financial Firm where this Contract is available or your Account Value has been transferred to us to begin Annuity Payments or Insured Income Payments.

If this Contract is terminated, you will receive written notification of the termination. Termination of the Contract is irrevocable.



INDIVIDUAL CONTINGENT DEFERRED ANNUITY. NONPARTICIPATING.  
THIS CONTRACT HAS NO CASH VALUE, NO DEATH BENEFIT AND NO SURRENDER VALUE.





PRUCO LIFE INSURANCE COMPANY, PHOENIX, ARIZONA

CUMULATIVE INCOME MINIMUM RIDER

CONTRACT NUMBER: [001-00001]

EFFECTIVE DATE: [Contract Issue Date]

This Rider is made part of your Contract. For purposes of this Rider, certain provisions of your Contract are amended as described below. If the terms of your Contract and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Contract provisions based on this Rider's terms will revert to the provisions in the Contract, except as may be provided below.

This Rider will terminate upon assignment or a change in ownership of your Contract unless the new assignee or Owner meets the qualifications specified in the Contract Designations and the Termination provisions in the Contract. This Rider may not be re-elected after it terminates. The benefit provided is a one time payment amount subject to the terms in this Rider. This Rider should be read in conjunction with any other Rider or Endorsement made a part of your Contract.

Charge for this Rider: [0.05%] annualized as a percentage of the Account Value. This charge is subject to the 'Contract Fees' provisions within your Contract.

Definitions:

**Additional Account Value Contribution:** Amounts contributed to the Account by you, or on your behalf, after the Initial Account Value Contribution shown on the Contract Schedule, as permitted under this Contract, and acknowledged by us.

**Additional Account Value Contribution(s) Limitation:** Amounts contributed to the Account by you, or on your behalf are subject to review by us on a non-discriminatory basis before being considered Additional Account Value Contributions under your Contract. Circumstances where amounts contributed to your Account may not be considered Additional Account Value Contributions include, but are not limited to, the following:

- if we determine that, as a result of the timing and amounts of your Additional Account Value Contributions and Withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of Additional Account Value Contribution(s); or
- Additional Account Value Contributions are made on or after the Annuity Date to the Account; or
- the oldest Owner(s) reaches age [70]; or
- if we are not then offering this Contract for new issues; or
- if we are offering a modified version of this Contract for new issues.

**Initial Account Value Contribution:** The amount listed on your Contract Schedule contributed to the Account by you, or on your behalf, as permitted under your Contract and permitted by us.

CUMULATIVE INCOME MINIMUM CALCULATION

You may be eligible for a one-time Cumulative Income Minimum payment when the youngest of the Annuitants reaches the age of 95. To determine whether an amount is payable, we review the following:

- A. The Initial Account Value Contribution as shown on the Contract Schedule, adjusted for Additional Account Value Contributions and Withdrawals as follows:
  - 1) plus the total amount of Additional Account Value Contributions made prior to the Income Stage,
  - 2) less the total amount of Non-Income Withdrawals, and
  - 3) proportionally reduced by any Excess Withdrawal;

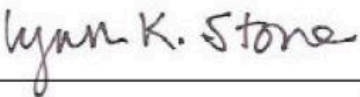
- B. The total Annual Income Amount available for Withdrawal in the Income Stage (regardless of whether it is Withdrawn or not);
- C. The total amount of Insured Income Payments made during the Insured Income Stage;
- D. Any remaining Account Value.

If B+C+D is less than A, the difference represents the Cumulative Income Minimum payment amount. This payment, if applicable, does not impact or interrupt your ability to take, or continue taking, Income Withdrawals nor does it impact your ability to exercise the Insured Income Payment or Annuity Payment options. This payment, if any, is not considered when determining Excess Withdrawals.

Termination of this Rider and its Benefits: Benefits pursuant to this Rider will terminate upon the following events:

- 1) the Contract is terminated, or
- 2) a change of ownership of the Contract or the Contract is assigned and the new Owner(s) or assignee does not meet the qualifications specified in the 'Contract Designation' and 'Termination of Contract' provisions of the Contract; or
- 3) the Account Value is reduced to zero as a result of Withdrawals and the Income Base is reduced to zero during the Income Stage due to Excess Withdrawals; or
- 4) Annuity Payments have been elected under the Contract; or
- 5) the youngest Annuitant reaches age 95 and the Cumulative Income Minimum Payment amount has been calculated and, if applicable, paid.

PRUCO LIFE INSURANCE COMPANY

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





PRUCO LIFE INSURANCE COMPANY

Continuation by a Retirement Account holding the Contract for the benefit of the spouse of the Annuitant subsequent to the Annuitant's death

Contract Number: [123456]

Effective Date: [01/01/2022]

This Endorsement is made a part of your Contract. If the terms of the Contract and those of this Endorsement conflict, the provisions of this Endorsement shall control.

For purposes of this Endorsement, the term below also has the following meaning:

"Contingent Annuitant" also means "Co-Annuitant"

This Endorsement is effective on the later of: (a) the date the Contract, of which it is made a part, is held by a custodial account established to hold retirement assets for the benefit of the Annuitant pursuant to the provisions of Section 408(a) or 408A of the Internal Revenue Code, as amended, and the regulations promulgated thereunder (a "Retirement Account"); and (b) the date this Endorsement is added to your Contract. This Endorsement ceases to be valid on the effective date of any transfer of the Contract such that it is no longer held by the Retirement Account.

Subject to the limitations noted below, upon the death of the Annuitant, when a Retirement Account holds the Contract and the Retirement Account is designated the Beneficiary, the Retirement Account may elect to continue the Contract as if the spousal continuation provisions of the Contract applies and the spouse of the deceased Annuitant will become the new Annuitant. The rights, limitations and requirements for such spousal continuation apply in addition to the following requirements:

1. Under the laws and regulations applicable at the time of the Annuitant's death, the spouse of the Annuitant must be able to treat the spouse's entire interest as a Beneficiary of the Retirement Account as the spouse's own Retirement Account and;
2. Proof in Good Order that the Retirement Account is being continued as the Retirement Account of the individual who was the spouse of the deceased Annuitant on the date of the Annuitant's death.

Upon the effective date of this Endorsement, the spouse of the Annuitant will automatically be designated the Contingent Annuitant. For purposes of this Endorsement, the Contract will only continue if elected, within a reasonable time as determined by us, by the Retirement Account as described herein, notwithstanding provisions to the contrary in the Contract relating to the operation of a Contingent Annuitant designation.

This Endorsement terminates upon occurrence of any of the following:

1. The date your Contract terminates;
2. The date continuation of the Contract by a spouse is no longer permissible under the terms of your Contract or any Rider provided pursuant to your Contract.

Pruco Life Insurance Company

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





Annuities Service Center  
P.O. Box 7960  
Philadelphia, PA 19176  
Tel 800.513.0805 Fax 800.207.7806  
[www.prudential.com](http://www.prudential.com)

Overnight, Certified, Registered Delivery:  
Annuities Service Center  
1600 Malone Street  
Millville, NJ 08332

## Prudential ActiveIncome®

### Contingent Deferred Annuity

Issued by Pruco Life Insurance Company (Pruco), Phoenix, Arizona

## 1. ACCOUNT INFORMATION AT YOUR FINANCIAL FIRM

A. Account Owner: \_\_\_\_\_ Account Identification Number: \_\_\_\_\_

Account Investment Portfolio/Model(s)<sup>1</sup>: \_\_\_\_\_

☐ IRA ☐ Roth IRA ☐ Non-Qualified ☐ Custodian ☐ Trust

(Submit the Certificate of Entity Ownership for Trusts form with this application.)

<sup>1</sup>Expected information if establishing a new Account.

## 2. SINGLE INCOME OR JOINT INCOME ELECTION

You must elect the Annuity on a Single Income or Joint Income basis. This election may be changed at any time prior to the start of income. I am electing the following version of the Annuity:

☐ Single Protected Life- No Co-Annuitant may be named below.

☐ Joint Protected Lives- A Co-Annuitant must be named below and also must be the spouse of the Annuitant.

## 3. ANNUITY INFORMATION

### A. OWNER- One of the Owners of the Account must be the Owner of the Annuity.

☐ U.S. Citizen ☐ Resident Alien/Citizen of: \_\_\_\_\_ ☐ Male ☐ Female

\_\_\_\_\_  
Social Security Number (all 9 digits required) or Tax ID Date of birth (mm/dd/yyyy)

\_\_\_\_\_  
Name (First, Middle, Last, Suffix, Trust or Custodian)

\_\_\_\_\_  
Street address City State Zip

\_\_\_\_\_  
Home phone Mobile phone Email address

### B. CO-OWNER - If the Account has more than one Owner and the second Owner is a spouse, this person will be the Co-Owner of the Annuity. No Co-Owner is permitted if the Owner is a Custodian, Trust, Entity or Qualified Account.

☐ U.S. Citizen ☐ Resident Alien/Citizen of: \_\_\_\_\_ ☐ Male ☐ Female

\_\_\_\_\_  
Social Security Number (all 9 digits required) or Tax ID Date of birth (mm/dd/yyyy)

\_\_\_\_\_  
Name (First, Middle, Last, Suffix) ☐ Address Same as Owner

\_\_\_\_\_  
Street address City State Zip

Home phone \_\_\_\_\_ Relationship to Owner \_\_\_\_\_

☐ I hereby confirm that the Co-Owner is the spouse of the Owner listed above.

### 3. ANNUITY INFORMATION *(continued)*

**C. ANNUITANT** - Complete this Section to designate an Annuitant if the Owner is a Custodian, Entity or Trust. The Annuitant must be a natural person.

☐ U.S. Citizen    ☐ Resident Alien/Citizen of: \_\_\_\_\_ ☐ Male    ☐ Female

\_\_\_\_\_  
Social Security Number *(all 9 digits required)*      \_\_\_\_\_  
Date of birth *(mm/dd/yyyy)*

\_\_\_\_\_  
Name *(First, Middle, Last, Suffix)*    ☐ Address Same as Owner

\_\_\_\_\_  
Street address      \_\_\_\_\_ City      \_\_\_\_\_ State      \_\_\_\_\_ Zip

\_\_\_\_\_  
Home phone      \_\_\_\_\_ Mobile phone      \_\_\_\_\_ Email address

**D. CO-ANNUITANT/CONTINGENT ANNUITANT** - If the Account has more than one Owner, the second Owner must be a spouse. This person will be the Co-Owner of the Annuity. No Co-Owner is permitted if the Owner is a Custodian, Entity, Trust or Qualified Account.

☐ Check here to confirm that the Co-Annuitant/Contingent Annuitant is the spouse of the Annuitant.

☐ U.S. Citizen    ☐ Resident Alien/Citizen of: \_\_\_\_\_ ☐ Male    ☐ Female

\_\_\_\_\_  
Social Security Number *(all 9 digits required)*      \_\_\_\_\_  
Date of birth *(mm/dd/yyyy)*

\_\_\_\_\_  
Name *(First, Middle, Last, Suffix)*    ☐ Address Same as Owner

\_\_\_\_\_  
Street address      \_\_\_\_\_ City      \_\_\_\_\_ State      \_\_\_\_\_ Zip

Home phone \_\_\_\_\_ Relationship to Owner \_\_\_\_\_

### 4. EXISTING COVERAGE AND REPLACEMENT QUESTIONS

| <b>Required:</b> Both the Owner Response and the Financial Professional Response columns must be completed. | <b>Owner Response</b>                                    | <b>Financial Professional Response</b>                   |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| Does the Owner have any existing individual life insurance policies or annuity contracts?                   | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Will this annuity replace or change any existing individual life insurance policies or annuity contracts?   | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |

If you answered yes to either of these questions, you may be required to submit a state replacement form along with the application.

### 5. FINANCIAL PROFESSIONAL AUTHORIZATION

Do you authorize your Financial Professional to perform Contract Maintenance as defined in the Definitions and Disclosures?

☐ Yes    ☐ No    Perform Contract Maintenance

If not checked we will assume that your answer is **"YES."** The contract owner can revoke this authorization by calling 800-513-0805.



## 6. ELECTRONIC DELIVERY AUTHORIZATION

By giving my consent, I consent to all of the terms and conditions of this Consent, including my agreement to:

- **Receive electronically any regulatory-required notices, disclosures, or other point-of-sale documents for the annuity;**
  - the electronic delivery of ongoing communications and regulatory-required documents related to your annuity;
  - Account documents (periodic statements and confirmations);
  - Policy Forms (annuity contract and applicable endorsements and riders, if permitted by state law);
  - Tax forms; and
  - The electronic delivery of ongoing communications and regulatory- required documents related to any existing Prudential annuities I may currently have, and post-issue communications and regulatory documents for any Prudential annuity I may purchase in the future.

### **How will Prudential electronically deliver ongoing communications and documents to you?**

We will deliver annuity-related communications and documents to you electronically by posting them to your secure online account at [www.prudential.com](http://www.prudential.com) or, if required, by sending you an email. We will provide you with online notification or send you an email at the email address that you provided (or the latest one you have updated) to alert you that new annuity-related communications or documents are available for viewing. Please add [ecomunications@prudential.com](mailto:ecomunications@prudential.com) to your contact list in order to ensure you receive these emails. You will need to log into your online account to access your documents. You are considered to have received information from us when we post it to your online account or, if required, send you an email. You should check your online account regularly.

### **How long will this Consent remain in effect?**

This Consent is effective once you indicate your agreement to its terms below, and will remain in effect for so long as your annuity contract(s) remains in effect or you withdraw your consent, whichever occurs first.

### **What if I change my mind?**

You may cancel your consent at any time after your annuity is issued by updating your online account or by contacting us at 1-800-513-0805. After that, all regulatory-required documents about your annuity and any other Prudential annuity product you own or may purchase, will be sent to you on paper at your address of record.

### **What if my contact information changes?**

You must keep Prudential informed of any changes to your email address and all other contact information. To do so, you may contact us with any such changes at 1-800-513-0805.

### **Should I maintain copies of the electronically delivered documents?**

Yes. You should print or otherwise save electronic copies of this Consent and the annuity-related documents you receive electronically for your records. If you have any trouble with printing or saving, you should contact Prudential.

### **Can I get paper copies of the electronically delivered documents?**

Yes. After your contract is issued, you may obtain paper copies of any documents related to the annuity or any other Prudential annuity you own at any time and without charge, by contacting Prudential at 1-800-513-0805.

### **Are there any hardware or software requirements to do business electronically with Prudential?**

Yes. To access and retain the annuity-related documents that we deliver to you electronically, you must have access to a computer with an Internet connection. You must also have access to an email account that can send and receive emails, and be able to save the documents you receive electronically to a storage device for later reference or have the computer connected to a printer so you can print out such documents. This access may incur charges from Internet service providers and local telephone or cable companies. These costs are your responsibility. In order to view PDF-formatted documents, you will need Adobe® Acrobat® viewer software. This software is available for download free of charge.

Please add [ecomunications@prudential.com](mailto:ecomunications@prudential.com) to your contact list in order to ensure you receive email notifications.

**I hereby consent to Electronic Delivery and agree to the terms and conditions above:**

☐ Yes    ☐ No



## 7. IMPORTANT NOTICES, OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an annuity contract. When you apply for an annuity contract, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see identifying documents.

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

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

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

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

**CALIFORNIA:** If any Participant(s)/Owner(s) (or Annuitant for entity-owned contracts) is age 60 or older, you are required to complete the "Important Information for Annuities Issued or Delivered in California" form. For your protection California law requires the following: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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

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

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

**KANSAS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance

fraud as determined by a court of law and may be subject to fines and confinement in prison.

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

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

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

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

**NORTH CAROLINA:** North Carolina residents must respond to this question: Do you believe the annuity meets your financial objectives and anticipated future financial needs? ☐ Yes ☐ No

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

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

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

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

**VIRGINIA:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

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



## 7. IMPORTANT NOTICES, OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S) *(continued)*

By signing below, I acknowledge that I have read, understand, and agree to the following statements:

- This annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs; and
- I have received a current prospectus for this annuity; and
- I authorize the Financial Firm noted above to withdraw the charges due for this coverage, if issued, from the Account and to forward such charges to Pruco.
- I acknowledge the Financial Firm or my Financial Advisor will provide information necessary to establish or maintain the requested coverage; and
- The Annuity for which I am applying is not being purchased for speculation, arbitrage, viatication or any other type of collective investment scheme now or at any time prior to its termination; and
- The Annuity for which I am applying may not be traded on any stock exchange or secondary market; and
- I am not being compensated in any way for the purchase of the Annuity for which I am applying; and
- To the best of my knowledge and belief the statements made in this application are true and complete.

**REQUIRED:** State where this application was signed \_\_\_\_\_

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

**OWNER'S TAX CERTIFICATION (Substitute Form W-9) - To be completed only by U.S. persons (including U.S. citizens and resident aliens).** If not a U.S. person, you are required to submit the applicable IRS Form W-8 series.

Under penalties of perjury, I certify that the taxpayer identification number listed on this form is my correct SSN/EIN and I am a U.S. citizen or other U.S. person (including resident aliens). I further certify that I am exempt from backup withholding and/or FATCA reporting unless I check the applicable box(es) below:

- ☐ I have been notified by the Internal Revenue Service that I am subject to backup withholding due to the failure to report all interest or dividends. Prudential is required to withhold income tax on any payments which include interest and dividends when the owner is subject to backup withholding.
- ☐ I am subject to the reporting requirements of the Foreign Account Tax Compliance Act (FATCA).

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

**SIGN HERE ➡** \_\_\_\_\_  
Owner Signature (or trustee or custodian, if applicable) Date of Signature (mm/dd/yyyy)

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

**SIGN HERE ➡** \_\_\_\_\_  
Co-Owner Signature Date of Signature (mm/dd/yyyy)

**SIGN HERE ➡** \_\_\_\_\_  
Annuitant Signature (if different from Owner) Date of Signature (mm/dd/yyyy)

**SIGN HERE ➡** \_\_\_\_\_  
Co-Annuitant/ Contingent Annuitant Signature Date of Signature (mm/dd/yyyy)



This application, and the information contained within, is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. Prudential Annuities, Prudential Individual Life, and the Prudential entity(ies) set forth on this application, are not acting as your fiduciary as defined by any applicable laws and regulations. Please consult with your financial professional about managing or investing your retirement savings.

## 8. FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURE(S)

I am authorized and/or appointed to sell this contingent deferred annuity. I have reviewed all training materials provided by Pruco and completed all training required by Pruco and applicable laws. I have fully discussed and explained to the Owner the annuity features and charges, including applicable restrictions and any non-guaranteed elements, and all relevant considerations, both favorable and unfavorable, that support the basis for my recommendation.

**I represent that:**

- this annuity is in the best interest of the Owner based on information provided by the Owner as to his/her/their investment time horizon, goals and objectives, financial situation, and insurance needs;
- the basis for this recommendation has been communicated by me to the Owner and documented as may be required; and
- when I made this annuity recommendation, I did so in my capacity as a registered representative of a FINRA registered broker-dealer; complied with Regulation Best Interest and/ or FINRA rules; and provided the Owner with all disclosures required under such regulations and rules.

**I certify that I have truly and accurately recorded on this application the information provided by the Owner and by myself.  
I acknowledge that Pruco and its affiliates will rely on this Statement:**

**SIGN HERE ➔**

|                                  |                                |
|----------------------------------|--------------------------------|
|                                  |                                |
| Financial Professional Signature | Date of Signature (mm/dd/yyyy) |

|                                  |           |
|----------------------------------|-----------|
|                                  |           |
| Financial Professional (Printed) | ID Number |

|                |
|----------------|
|                |
| Financial Firm |

|               |                  |
|---------------|------------------|
|               |                  |
| Email Address | Telephone Number |





## **POWER OF ATTORNEY**

The undersigned, being a director or officer of Pruco Life Insurance Company ("Pruco Life"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Abby Johnston, and Douglas E. Scully, and each of them severally, his or her true and lawful attorney-in-fact with power of substitution and resubstitution to sign in his or her name, place and stead, in any and all capacities, and to do any and all things and execute any and all instruments that such attorneys-in-fact may deem necessary or advisable under any rules, regulations and requirements of the U.S. Securities and Exchange Commission, in connection with where applicable: Registration statements of the appropriate forms prescribed by the Securities and Exchange Commission, and any other periodic documents and reports required under the Investment Company Act of 1940, as amended, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all amendments thereto executed on behalf of Pruco Life filed with the Securities and Exchange Commission for the Registrations listed below:

### **Pruco Life Insurance Company**

Market Value Adjusted Fixed Allocation Investment Options Registration Nos.:

333-274028 333-274029

Market Value Adjusted Individual Annuity Contracts Registration No.:

333-274030

Index-Linked Allocation Investment Options Registration Nos.:

333-267462 333-277924 333-277925

**Pruco Life Flexible Premium Variable Annuity Account** Registration No. 811-07325

and its **Flexible Premium Deferred Annuity Contracts** Registration Nos.:

333-06701 333-37728 333-130989  
333-162673 333-162680 333-170466  
333-184541 333-184887 333-184888  
333-184890 333-192701 333-230983  
333-256965 333-256966 333-267463

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of June 2024.

/s/ Dylan J. Tyson

Dylan J. Tyson

Director, President and Chief Executive Officer

---

## **POWER OF ATTORNEY**

The undersigned, being a director or officer of Pruco Life Insurance Company ("Pruco Life"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Abby Johnston, and Douglas E. Scully, and each of them severally, his or her true and lawful attorney-in-fact with power of substitution and resubstitution to sign in his or her name, place and stead, in any and all capacities, and to do any and all things and execute any and all instruments that such attorneys-in-fact may deem necessary or advisable under any rules, regulations and requirements of the U.S. Securities and Exchange Commission, in connection with where applicable: Registration statements of the appropriate forms prescribed by the Securities and Exchange Commission, and any other periodic documents and reports required under the Investment Company Act of 1940, as amended, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all amendments thereto executed on behalf of Pruco Life filed with the Securities and Exchange Commission for the Registrations listed below:

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333-256965 333-256966 333-267463

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of June 2024.

/s/ Elizabeth K. Dietrich

Elizabeth K. Dietrich

Director, Chief Financial Officer,

Chief Accounting Officer and Vice President

---

## **POWER OF ATTORNEY**

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IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of June 2024.

/s/ Markus Coombs

Markus Coombs

Director and Vice President

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## **POWER OF ATTORNEY**

The undersigned, being a director or officer of Pruco Life Insurance Company ("Pruco Life"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Abby Johnston, and Douglas E. Scully, and each of them severally, his or her true and lawful attorney-in-fact with power of substitution and resubstitution to sign in his or her name, place and stead, in any and all capacities, and to do any and all things and execute any and all instruments that such attorneys-in-fact may deem necessary or advisable under any rules, regulations and requirements of the U.S. Securities and Exchange Commission, in connection with where applicable: Registration statements of the appropriate forms prescribed by the Securities and Exchange Commission, and any other periodic documents and reports required under the Investment Company Act of 1940, as amended, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all amendments thereto executed on behalf of Pruco Life filed with the Securities and Exchange Commission for the Registrations listed below:

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IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of June 2024.

/s/ Alan M. Finkelstein

Alan M. Finkelstein

Director and Treasurer

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## **POWER OF ATTORNEY**

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IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of June 2024.

/s/ Scott E. Gaul

Scott E. Gaul

Director and Vice President

---

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333-184541 333-184887 333-184888  
333-184890 333-192701 333-230983  
333-256965 333-256966 333-267463

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of June 2024.

/s/ Bradley O. Harris

Bradley O. Harris  
Director

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## **POWER OF ATTORNEY**

The undersigned, being a director or officer of Pruco Life Insurance Company ("Pruco Life"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Abby Johnston, and Douglas E. Scully, and each of them severally, his or her true and lawful attorney-in-fact with power of substitution and resubstitution to sign in his or her name, place and stead, in any and all capacities, and to do any and all things and execute any and all instruments that such attorneys-in-fact may deem necessary or advisable under any rules, regulations and requirements of the U.S. Securities and Exchange Commission, in connection with where applicable: Registration statements of the appropriate forms prescribed by the Securities and Exchange Commission, and any other periodic documents and reports required under the Investment Company Act of 1940, as amended, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all amendments thereto executed on behalf of Pruco Life filed with the Securities and Exchange Commission for the Registrations listed below:

### **Pruco Life Insurance Company**

Market Value Adjusted Fixed Allocation Investment Options Registration Nos.:

333-274028 333-274029

Market Value Adjusted Individual Annuity Contracts Registration No.:

333-274030

Index-Linked Allocation Investment Options Registration Nos.:

333-267462 333-277924 333-277925

**Pruco Life Flexible Premium Variable Annuity Account** Registration No. 811-07325

and its **Flexible Premium Deferred Annuity Contracts** Registration Nos.:

333-06701 333-37728 333-130989  
333-162673 333-162680 333-170466  
333-184541 333-184887 333-184888  
333-184890 333-192701 333-230983  
333-256965 333-256966 333-267463

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of June 2024.

/s/ Salene Hitchcock-Gear

Salene Hitchcock-Gear

Director