Filed with the Securities and Exchange Commission on September 1, 2022

REGISTRATION NO. 333-_____

# 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 OF NEW JERSEY

**(Exact Name of Registrant as Specified in its Charter)**

**NEW JERSEY**

**(State or other jurisdiction of incorporation or organization)**

**22-2426091**

**(I.R.S. Employer Identification Number)**

**C/O PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY**
**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)**

**WILLIAM J. EVERS, ESQ.**
**PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY**
**213 WASHINGTON STREET**
**NEWARK, NEW JERSEY 07102-2992**
**(973) 802-6000**
**(Name, address, including zip code, and telephone number, including area code, of agent for service)**

***COPIES TO:***
**RICHARD H. KIRK**
**VICE PRESIDENT**
**PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY**
**ONE CORPORATE DRIVE**
**SHELTON, CONNECTICUT 06484**
**(203) 925-3707**

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

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

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

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

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

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

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

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

| | | | |
|---|---|---|---|
| Large accelerated filer | ☐ | Accelerated filer | ☐ |
| Non-accelerated filer | x | Smaller reporting company | ☐ |
| Emerging growth company | ☐ | | |

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

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.

THE INFORMATION IN THE 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 OF NEW JERSEY**
A Prudential Financial Company
751 Broad Street, Newark, NJ 07102-3777

**PRUDENTIAL FLEXGUARD® NEW YORK**
**Flexible Premium Deferred Index-Linked and Variable Annuity ("B SERIES")**
**PROSPECTUS:**

This prospectus describes the Index Strategy crediting options available with Prudential FlexGuard New York B Series, a flexible premium deferred index-linked and variable annuity ("Annuity") offered by Pruco Life Insurance Company of New Jersey ("Pruco Life of New Jersey", "we", "our", or "us"). The Annuity provides for the potential accumulation of retirement savings through investment in certain Index Strategies and Variable Investment Sub-accounts and retirement income through annuitization. The Annuity is intended for retirement or other long-term investment purposes. **The Variable Investment Sub-account options available with this Annuity are described in a separate prospectus, Prudential FlexGuard New York, Flexible Premium Deferred Index-Linked and Variable Annuity (B Series), File Number (the "Variable Sub-account Prospectus") and can be found on our website at [www.prudential.com/PLAZ-FlexGuard-B].**

This prospectus is not your contract, although this prospectus provides a description of the material features of the Index Strategies under your contract. The description of the material features of the Index Strategies is current as of the date of this prospectus. If certain material provisions of the Index Strategies are changed after the date of this prospectus, those changes will be described in a supplement to this prospectus and the supplement will become a part of this prospectus.

Clients seeking information regarding their particular investment needs should contact a Financial Professional. The Annuity 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 Annuity.

Financial Professionals may be compensated for the sale of the B Series. Selling broker-dealer firms may not make available or may not recommend the B Series of the Annuity and/or benefits described in this prospectus. Please speak to your Financial Professional for further details.

We hold the assets for each Index Strategy in a non-insulated, non-unitized separate account we have established to support our obligations with respect to the Index Strategies.

The Index Strategies currently available are:

| Point-to-Point with Cap Index Strategy | Tiered Participation Rate Index Strategy |
|---|---|
| 1-year S&P 500®, 10% Buffer | 6-year S&P 500®, 10% Buffer |
| 1-year MSCI EAFE, 10% Buffer | 6-year MSCI EAFE, 10% Buffer |
| 1-year S&P 500®, 15% Buffer | |
| 1-year MSCI EAFE, 15% Buffer | |
| 3-year S&P 500®, 10% Buffer | |
| 3-year MSCI EAFE, 10% Buffer | |
| 3-year S&P 500®, 20% Buffer | |
| 3-year MSCI EAFE, 20% Buffer | |
| 6-year S&P 500®, 20% Buffer | |
| 6-year MSCI EAFE, 20% Buffer | |

A selling broker-dealer firm may elect to make available only certain strategies, features or benefits to its clients. For example, a firm may choose to not make one of the index strategies, such as the Tiered Participation Rate, available. In addition, a firm may choose to not make available certain buffer levels, indices and index strategy terms that are described in the prospectus. Only those strategies, features and benefits available through your firm will be part of your contract and will be described in your firm's marketing materials. You should ask your Financial Professional for details

about the strategies and features available through their firm. For additional information on all of the strategies, features or benefits available with FlexGuard please visit the following webpage: [www.prudential.com/PLAZ-FlexGuard-B].

The guarantees provided by the Annuity contracts and payments Pruco Life of New Jersey makes under the Annuity contracts are the obligations of, and subject to the creditworthiness and claims paying ability of, Pruco Life of New Jersey. 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.

**Flexible premium deferred index-linked and variable annuity contracts are complex insurance and investment vehicles. There is a risk of substantial loss of your principal. The risk of loss may be greater in the case of an early withdrawal due to any charges and adjustments applied to such withdrawals. These charges and adjustments may result in loss even when the value of an Index has increased. Refer to the Risk Factors section of this prospectus for more information.** Investors should speak with a Financial Professional about the Annuity's features, benefits, risks and fees, and whether the Annuity is appropriate for the investor based upon his or her financial situation and objectives.

**PLEASE READ THIS PROSPECTUS**

**This prospectus sets forth information about the Annuity that you should know before investing. Please read this prospectus and keep it for future reference.** If you are purchasing the Annuity as a replacement for an existing variable annuity, variable life insurance policy, fixed annuity or fixed life insurance policy, you should consider any surrender or penalty charges you may incur and any benefits you may also be forfeiting when replacing your existing coverage and that the Annuity may be subject to a Contingent Deferred Sales Charge if you elect to surrender the Annuity or take a partial withdrawal. You should consider your need to access the Annuity's Account Value and whether the Annuity's liquidity features will satisfy that need. **Please note that if you purchase the Annuity within a tax advantaged retirement plan, such as an IRA, or Roth IRA, you will get no additional tax advantage through the Annuity itself. Because there is no additional tax advantage when an Annuity is purchased through one of these plans, the reasons for purchasing the Annuity inside a qualified plan are limited to the ability to allocate to the various Index Strategies and Variable Investment Sub-accounts, and the opportunity to annuitize the contract, which might make the Annuity an appropriate investment for you. You should consult your tax and Financial Professional regarding such features and benefits prior to purchasing the Annuity for use with a tax-qualified plan.**

**OTHER CONTRACTS**

We offer a variety of annuity contracts. They may offer features, including investment options, and have fees and charges, that are different from the Annuity offered by this prospectus. Not every annuity contract we issue is offered through every selling broker-dealer firm. Upon request, your Financial Professional can show you information regarding other Pruco Life of New Jersey annuity contracts that he or she sells. You can also contact us to find out more about the availability of any of the Pruco Life of New Jersey annuity contracts. You should work with your Financial Professional to decide whether the Annuity contract is appropriate for you based on a thorough analysis of your particular needs, financial objectives, investment goals, time horizons and risk comfort level.

**AVAILABLE INFORMATION**

This prospectus is part of the registration statement we filed with the SEC regarding this offering. Additional information on us and this offering is available in the registration statement and the exhibits thereto. You may review and obtain copies of these materials at no cost to you by contacting us. These documents, as well as documents incorporated by reference, which means it is legally part of this prospectus may also be obtained through the SEC's website (www.sec.gov) for this registration statement as well as for other registrants that file electronically with the SEC. Please see "How to Contact Us" later in this prospectus for our Service Center address.

In compliance with U.S. law, Pruco Life of New Jersey delivers this prospectus to current Owners that reside outside of the United States. However, we may not market or offer benefits, features or enhancements to prospective or current Owners while outside of the United States.

***The Annuity 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. An investment in an annuity involves investment risks, including possible loss of value, even with respect to amounts allocated to the PSF PGIM Government Money Market Sub-account.***

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

PRUDENTIAL, PRUDENTIAL FINANCIAL, PRUCO LIFE OF NEW JERSEY 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 SM OR ® SYMBOLS.

FOR FURTHER INFORMATION CALL: 1-888-PRU-2888 OR GO TO OUR WEBSITE: WWW.PRUDENTIAL.COM

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## SPECIAL TERMS

We set forth here definitions of some of the key terms used throughout this prospectus. In addition to the definitions here, we also define certain terms in the section of the prospectus that uses such terms.

**Account Value:** The Interim Value for each Index Strategy plus the total value of any allocations in the Variable Investment Sub-accounts (including the Holding Account) and the Transfer Account on any Valuation Day other than the Index Strategy Start Date and Index Strategy End Date. The Interim Value does not apply to an Index Strategy on the Index Strategy Start Date and the Index Strategy End Date. On an Index Strategy Start Date, the Index Strategy Base applicable to that Index Strategy would be used instead of the Interim Value. On an Index Strategy End Date, the Index Strategy Base plus the Index Credit applicable to that Index Strategy would be used instead of the Interim Value.

**Allocation Option**: A Variable Investment Sub-account, Index Strategy or other option we make available as of any given time to which Account Value may be allocated.

**Annuitant/Joint Annuitant:** The natural person upon whose life annuity payments made to the Owner are based.

**Annuitization:** The process by which you direct us to apply the Account Value to one of the available annuity options to begin making periodic payments to the Owner.

**Annuity Date:** The date on which we apply your Account Value to the applicable annuity option and begin the Payout Stage. As discussed in the "Annuity Options" section, there is a date by which you must begin receiving annuity payments, which we call the "Maximum Annuity Date."

**Annuity Year**: The twelve-month period beginning on the Issue Date and continuing through and including the day immediately preceding the first anniversary of the Issue Date. Subsequent Annuity Years begin on the anniversary of the Issue Date and continue through and include the day immediately preceding the next anniversary of the Issue Date.

**Application Sign Date:** The date that you sign your application. For applications transmitted through electronic order entry, the Application Sign Date is the date the ticket is first submitted to your Financial Professional's Broker Dealer back office.

**Beneficiary(ies):** The natural person(s) or entity(ies) designated as the recipient(s) of the Death Benefit or to whom any remaining period certain payments may be paid in accordance with the "Annuity Options" section of the Annuity.

**Beneficiary Annuity:** An Annuity purchased by a Beneficiary with the Beneficiary's share of an account owned by a decedent to continue receiving the distributions that are required by the tax laws.

**Buffer:** The Buffer limits the amount of negative Index Credit that may be applied to the Index Strategy Base on any Index Strategy End Date. Any negative Index Return in excess of the Buffer reduces the Account Value. The Buffer may vary by Index and Index Strategy Term.

**Cap Rate:** The maximum rate that may be credited to the Point-to-Point with Cap Index Strategy for any given Index Strategy Term. A different Cap Rate may be declared for different Indices, Buffers, and different Index Strategy Terms.

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

**Contingent Annuitant**: The natural person named to become the Annuitant upon the death of Annuitant prior to the Annuity Date.

**Contingent Deferred Sales Charge ("CDSC"):** This is a sales charge that may be deducted when you make a surrender or take a partial withdrawal from your Annuity. We refer to this as a "contingent" charge because it is imposed only if you surrender or take a withdrawal from your Annuity. The charge is a percentage of each applicable Purchase Payment that is being surrendered or withdrawn.

**Decedent:** The person upon whose death the Death Benefit is payable.

**Due Proof of Death:** Due Proof of Death is satisfied when we receive all of the following in Good Order: (a) a death certificate or similar documentation acceptable to us; (b) all representations we require or which are mandated by applicable law or regulation in relation to the death claim and the payment of death proceeds (representations may include, but are not limited to, trust or estate paperwork (if needed); consent forms (if applicable); and claims forms from at least one beneficiary); and (c) any applicable election of the method of payment of the death benefit, if not previously elected by the Owner, by at least one Beneficiary.

**Free Look:** The right to examine your Annuity, during a limited period of time, to decide if you want to keep it or cancel it. The length of this time period, and the amount of refund, depends on applicable law. In addition, there is a different Free Look period that applies if your Annuity was sold to you as a replacement of a life insurance policy or another annuity contract. In your Annuity contract, your Free Look right is referred to as your "Right to Cancel."

**Good Order:** Good Order is the standard that we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Service Center: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates as we may require. We will notify you if an instruction is not in Good Order.

**Holding Account:** A Variable Investment Sub-account we make available and designate as such. You may allocate all or part of your initial Purchase Payment(s) to the Holding Account. The Holding Account may also be used for subsequent Purchase Payments received between Index Anniversaries so long as you provided no other instructions for the Purchase Payment in any other available Variable Investment Sub-account.

**Index (Indices):** The underlying Index associated with an Index Strategy and used to determine the Index Return in determining the Index Credit. You do not directly participate in an Index.

**Index Anniversary Date:** The same day, each calendar year, as the day of the initial allocation to an Index Strategy (Index Effective Date). You may allocate available Account Value to a new Index Strategy(ies) or to the Variable Sub-accounts or other options we make available on this date. You may allocate available Account Value to the same Index Strategy(ies) on this date once the Index Strategy(ies) has reached the Index Strategy End Date.

**Index Credit:** The amount you receive on an Index Strategy End Date based on the Index Return and the Index Strategy. The Index Credit can be negative, meaning you can lose principal and prior earnings.

**Index Effective Date:** The first day of the first Index Strategy allocation.

**Index Return:** The percentage change in the Index Value from the Index Strategy Start Date to the Index Strategy End Date, which is used to determine the Index Credit for an Index Strategy. An Index Return is calculated by taking the Index Value on the Index Strategy End Date, minus the Index Value on the Index Strategy Start Date, and then dividing the result by the Index Value on the Index Strategy Start Date.

**Index Strategy(ies):** Any index linked Allocation Option we make available in the Annuity for crediting interest based on the underlying Index associated with the Index Strategy, Buffer, and Index Strategy Term. We may offer other Index Strategies from time to time.

**Index Strategy Base:** The amount of Account Value allocated to an Index Strategy on an Index Strategy Start Date. The Index Strategy Base is used in the calculation of any Index Credit and in the calculation of the Interim Value. The Index Strategy Base is reduced for any transfers or withdrawals that occur between an Index Strategy Start Date and Index Strategy End Date in the same proportion that the total withdrawal reduced the Interim Value.

**Index Strategy End Date:** The last day of an Index Strategy Term. This is the day any applicable Index Credit would be credited to the Index Strategy.

**Index Strategy Start Date:** The first day of an Index Strategy Term.

**Index Strategy Term:** The time period allocated to each Index Strategy. The term begins on the Index Strategy Start Date and ends on the Index Strategy End Date.

**Index Value:** The value of the Index that is published by the Index provider at the close of each day that the Index is calculated. If an Index Value is not published for a particular Valuation Day, the closing Index Value of the next published Valuation Day will be used.

**Interim Value:** The value of an Index Strategy on any Valuation Day during an Index Strategy Term other than the Index Strategy Start Date and Index Strategy End Date. It is a calculated value (as described in the Interim Value section) and is used when a withdrawal, death benefit payment, annuitization, or surrender occurs between an Index Strategy Start Date and Index Strategy End Date. During an Index Strategy Term, the Interim Value is included in the Account Value and Surrender Value. If a Performance Lock has occurred, certain parameters of the Interim Value calculation will apply as described in the "Calculation of the Interim Value after a Performance Lock" section.

**Issue Date**: The effective date of your Annuity.

**Key Life:** Under the Beneficiary Annuity, the person whose life expectancy is used to determine the required distributions.

**Maximum Annuity Date**: The Maximum Annuity Date is equal to the first day of the calendar month following the oldest of the Owner(s)' and Annuitant(s)' 95th birthday. You may not reallocate to an Index Strategy where the Index Strategy End Date is after your Maximum Annuity Date.

**Owner:** The Owner is either an eligible entity or natural person named as having ownership rights in relation to the Annuity.

**Payout Stage:** The period starting on the Annuity Date and during which annuity payments are made.

**Participation Rate:** The percentage of any Index increase that will be used in calculating the Index Credit at the end of an Index Strategy Term for applicable Index Strategies. A different Participation Rate may be declared for different Index Strategies, Indices and Buffers.

**Performance Lock** – A feature for an Annuity that allows you to capture the Performance Lock Value. A Performance Lock Request may be submitted on any Valuation Day prior to the Index Strategy End Date. Only one Performance Lock may be active for any given Index Strategy during a respective Index Strategy Term. Performance Locks may not be applied retroactively and must be for the full amount of the Performance Lock Value. Once "locked", Index Credits will not apply on the Index Strategy End Date. Please see the "Performance Lock" section for additional information.

**Performance Lock Date** – The Valuation Date on which we process the Performance Lock transaction.

**Performance Lock Request** – You may request a Performance Lock by contacting us and providing in Good Order instructions. Instructions received in Good Order after the close of any Valuation Day will be applied on the next Valuation Day.

**Performance Lock Value** - The value of an Index Strategy at the end of any Valuation Day during an Index Strategy Term other than the Index Strategy Start Date and Index Strategy End Date. It is a calculated value that differs from the Interim Value Calculation (as described in the 'Calculation of the Performance Lock Value' section) and is used when a Performance Lock transaction occurs. Once "locked", the Performance Lock Value will not fluctuate for the remainder of the current Index Strategy Term, unless a withdrawal or a reallocation were to occur.

**Portfolio:** An underlying mutual fund, or series thereof, in which a Sub-account of the Separate Account invests. A Portfolio also may be referred to in the prospectus as an Underlying Portfolio.

**Purchase Payment:** A cash consideration in currency of the United States of America given to us in exchange for the rights, privileges, and benefits of the Annuity. We will deduct any applicable fees, charges or Tax Charges prior to allocation to the Allocation Options you select, or the Holding Account for Purchase Payments received between Index Anniversary Dates.

**Savings Stage:** The period of time from the Issue Date through the last Valuation Day immediately preceding the Annuity Date.

**Separate Accounts:** Refers to Pruco Life Insurance Company of New Jersey Flexible Premium Variable Annuity Account and the [Index Strategies Separate Account], which hold assets associated with the Annuity issued by Pruco Life of New Jersey. Pruco Life Insurance Company of New Jersey Flexible Premium Variable Annuity Account assets are held in support of the Variable Investment Sub-accounts and are kept separate from all of our other assets and may not be charged with liabilities arising out of any other business we may conduct, while the assets in the Index Strategies Separate Account are not insulated from the creditors of Pruco Life of New Jersey.

**Service Center:** The place to which all requests and payments regarding the Annuity are to be sent. We may change the address of the Service Center at any time and will notify you in advance of any such change of address. Please see "How to Contact Us" later in this prospectus for the Service Center address.

**Surrender Value:** The Account Value less any applicable Contingent Deferred Sales Charge, any applicable Tax Charges, and any other applicable charges assessable as a deduction from the Account Value.

**Tier Level:** The declared Index Return that is used to determine which Participation Rate tier applies in the calculation of Index Credit in the Tiered Participation Rate Index Strategy.

**Transfer Account:** An account we make available and designate as such for use with the allocation of the Initial Purchase Payment(s) and any Purchase Payments received within the Transfer Account Period. The Transfer Account is available for a period of time ending upon the expiration of the Transfer Account Period or the Index Effective Date, whichever occurs first. No interest accrues or is paid on funds in the Transfer Account. No charges are applicable on funds in the Transfer Account. Transfer Account assets are held in the Pruco Life of New Jersey General Account.

**Transfer Account Period:** A time period beginning on the date your application is signed and ending 45 calendar days later.

**Unit:** A share of participation in a Variable Investment Sub-account used to calculate your Account Value prior to the Annuity Date.

**Unit Price**: The value of each Unit of a Variable Investment Sub-account on a Valuation Day.

**Valuation Day:** Every day the New York Stock Exchange is open for trading or any other day the Securities and Exchange Commission requires mutual funds or unit investment trusts to be valued, and an Index Strategy Index Value is published, not including any day: (1) trading on the NYSE is restricted; (2) an emergency, as determined by the SEC, exists making redemption or valuation of securities held in the Separate Account impractical; or (3) the SEC, by order, permits the suspension or postponement for the protection of security holders.

**Variable Investment Sub-account**: A division of the Variable Separate Account. A Variable Investment Sub-account also may be referred to in this prospectus and the Annuity as a Variable Sub-account or Sub-account.

## SUMMARY

This Summary describes key features of the Annuity offered in this prospectus. It is intended to give you an overview, and to point you to sections of the prospectus that provide greater detail. You should not rely on the Summary alone for all the information you need to know before purchasing an Annuity. You should read the entire prospectus for a complete description of the Annuity. Your Financial Professional can also help you if you have questions.

**The Annuity:** The Prudential FlexGuard New York index-linked and variable annuity contract issued by Pruco Life of New Jersey is a contract between you, the Owner, and Pruco Life Insurance Company of New Jersey, an insurance company. It is designed for retirement purposes, or other long-term investing, to help you save money for retirement, on a tax deferred basis, and provide income during your retirement. Although this prospectus describes key features of the Annuity contract, the prospectus is a distinct document, and is not part of the contract.

The Annuity offers various Variable Investment Sub-accounts and Index Strategy Allocation Options.

- Variable Investment Sub-accounts. Each Variable Sub-account invests in a Portfolio whose share price generally fluctuates each day. The Variable Investment Sub-accounts do not provide any level of protection against negative returns. You are at risk of losing principal and any earnings if you allocate funds to the Variable Investment Sub-accounts, which could result in a significant amount of loss. The assets that are held in support of the Variable Sub-accounts are kept separate from all our other assets and may not be chargeable with liabilities arising out of any other business we may conduct. **For more information on the Variable Investment Sub-account options available with this Annuity please refer to the Variable Sub-account Prospectus.**
- Index Strategies. The Index Strategies provide an Index Credit based on the Index Return of the underlying Index associated with the Index Strategy. The Index Strategies provide a level of protection against negative Index Returns; however, negative Index Returns in excess of the Buffer will result in a loss of principal and any prior earnings, which could also result in a significant amount of loss. Assets supporting the Index Strategies are held in a non-insulated, non-registered separate account and are subject to the claims of the creditors of Pruco Life of New Jersey and the benefits provided are subject to the claims paying ability of Pruco Life of New Jersey.

With the help of your Financial Professional, you choose how to allocate your money within your Annuity (subject to certain restrictions; see "Index Strategies" in this prospectus and "Variable Investment Sub-accounts" in the [Variable Sub-account Prospectus]). Investing in Index Strategies and Variable Investment Sub-accounts involves risk and you can lose your money. On the other hand, investing in the Annuity can provide you with the opportunity to grow your money through participation in Index Strategies and Variable Investment Sub-accounts.

**GENERALLY SPEAKING, INDEX-LINKED AND VARIABLE ANNUITIES ARE INVESTMENTS DESIGNED TO BE HELD FOR THE LONG TERM. WORKING WITH YOUR FINANCIAL PROFESSIONAL, YOU SHOULD CAREFULLY CONSIDER WHETHER AN INDEXED-LINKED AND VARIABLE ANNUITY IS APPROPRIATE FOR YOU GIVEN YOUR LIFE EXPECTANCY, NEED FOR INCOME, AND OTHER PERTINENT FACTORS.**

You and your Financial Professional may want to discuss and consider the following factors when deciding whether the Annuity is appropriate for your individual needs: your age; the amount of your initial Purchase Payment and any planned future Purchase Payments into the Annuity; how long you intend to hold the Annuity (also referred to as "investment time horizon"); your desire to make withdrawals from the Annuity and the timing of those withdrawals; your investment objectives; and your desire to minimize costs and/or maximize returns associated with the Annuity.

**Risks:** Index-linked and variable annuity contracts are complex insurance and investment vehicles. There is a risk of substantial loss of your principal. The risk of loss can be greater in the case of an early withdrawal due to any early withdrawal fees and the Interim Value associated with such withdrawals. Please see "Risk Factors" for additional information.

**Purchase:** In order to purchase an Annuity, you must be no older than age 85. Also, we require a minimum initial Purchase Payment of $25,000. See your Financial Professional to complete an application.

The Maximum Age for Initial Purchase applies to the oldest Owner as of the day we would issue the Annuity. If the Annuity is to be owned by an entity, the maximum age applies to the oldest Annuitant as of the day we would issue the Annuity. For an Annuity purchased as a Beneficiary Annuity, the maximum issue age is 85 and applies to the Key Life.

After you purchase your Annuity, you will have a limited period of time during which you may cancel (or "Free Look") the purchase of your Annuity. Your request for a Free Look must be received in Good Order within the applicable time period.

You may allocate your initial Purchase Payment to the Transfer Account, Index Strategies and/or the Variable Investment Sub-accounts. Please see "Purchasing Your Annuity" for additional information.

**Index Strategies:** The Annuity offers multiple Index Strategies which provide an Index Credit based on the Index Return of the Index associated with the Index Strategy. The Index Credit is the amount credited on an Index Strategy End Date based on the Index Return and the type of Index Strategy. **The Index Credit may be positive or negative, which means you can lose principal and prior earnings.** You may allocate all or a portion of your Purchase Payments into one or more Index Strategies. We currently offer the following Index Strategies: Point-to-Point with Cap and Tiered Participation Rate.

The Point-to-Point with Cap Index Strategy provides an Index Credit equal to the Index Return up to a Cap.

- If the Index Return is positive and equal to or greater than the Cap Rate, then the Index Credit is equal to the Cap Rate. If the Index Return is positive, but less than the Cap Rate, the Index Credit is equal to the Index Return.
- If the Index Return is negative, but less than or equal to the Buffer, the Index Credit is zero. Otherwise, the Index Credit is equal to the negative Index Return in excess of the Buffer.
- Offers the greatest level of protection (20% Buffer) with the most options for term lengths, but limited upside potential.

The Tiered Participation Rate Index Strategy provides an Index Credit equal to the Index Return multiplied by one or two Participation Rates.

- If the Index Return is between zero and the declared Tier Level, then the Index Credit is equal to the Index Return multiplied by the Participation Rate for the 1st tier. If the Index Return is greater than or equal to the declared Tier Level, the Index Credit is the sum of the Tier Level Index Return multiplied by the Participation Rate for the 1st tier and the remaining Index Return multiplied by the Participation Rate for the 2nd tier.
- If the Index Return is negative, but less than or equal to the Buffer, the Index Credit is zero. Otherwise, the Index Credit is equal to the negative Index Return in excess of the Buffer.
- Offers an upside potential with no maximum or limitations, but only available in longer term lengths with a single Buffer level.

Not all Index Strategies will be available with all Indices, in all available Index Strategy Terms, and in all available Buffers. As a result of economic market conditions, we reserve the right to add and remove Index Strategies. For currently available Index Strategies, Cap Rates and Participation Rates, please refer to our website at [www.prudential.com]. New Cap Rates and Participation Rates will be set for Index Strategy Terms upon Index Anniversary Dates. These Cap and Participation Rates will be set based upon the current interest rate and market environment. New Buffers may be offered as new Index Strategy Options. We currently offer one-year, three-year and six-year Index Strategy Terms. We currently offer Index Strategies based on the S&P 500 Index and MSCI EAFE Index. The Annuity offers Index Strategies with 10%, 15%, and 20% Buffers. **The Buffer is the amount of protected negative return. Any loss beyond the Buffer level reduces the Account Value allocated to the Index Strategy.** Please see "Index Strategies" for more information.

**Indices:** We reserve the right to add and remove an Index at any time. If an Index is discontinued or changed in a manner that results in a material change in the formula or method of calculating the Index, we reserve the right to substitute it with an alternative Index and will notify you of any such substitution. Upon substitution of an Index, we will calculate your Index Return on the replaced Index up until the date of substitution and the substitute Index from the date of substitution to the Index Strategy End Date. An Index substitution will not change your Index Strategy. A substitution of an Index between the Index Strategy Start Date and Index Strategy End Date may impact the calculation of your Index Credit on the Index Strategy End Date. When we notify you of any substitution of an Index, we will also inform you of the potential impacts to your Index Credit. You may transfer your allocation in the impacted Index Strategy, at Interim Value, to the Variable Investment Sub-accounts, where you may then use the funds to start a new Index Strategy on the next Index Anniversary Date.

**Performance Lock**: You can capture the Performance Lock Value of an Index Strategy at the end of any Valuation Day during the Index Strategy Term through our Performance Lock feature.

If you exercise a Performance Lock, you will no longer participate in the Index Strategy performance for the remainder of the current Index Strategy Term and you may receive less than the full Index Credit, or less than the full protection of the Buffer, than you would have received if you waited for us to apply the Index Credit on the Index Strategy End Date. We will exercise a manual Performance Lock at the end of any Valuation Day if you provide a Performance Lock Request in Good Order before the end of such Valuation Day. You may also request an automatic Performance Lock based on targets you set. Please see the "Performance Lock" section for additional information.

We will not provide advice or notify you regarding whether you should exercise a Performance Lock or the optimal time for doing so. We will not warn you if you exercise a Performance Lock at a sub-optimal time. We are not responsible for any losses related to your decision whether or not to exercise a Performance Lock.

**Interim Value:** If you take a withdrawal (including partial withdrawals, systematic withdrawals and full surrenders), annuitize, or we pay a death claim between an Index Strategy Start Date and Index Strategy End Date, we will use an Interim Value to determine the fair market value of each Index Strategy at the time of the transaction. The Interim Value is also used to determine how much the Index Strategy Base will be reduced after a withdrawal. If you withdraw Account Value allocated to an Index Strategy, the withdrawal will cause an immediate reduction to your Index Strategy Base in a proportion equal to the reduction in your Interim Value. A proportional reduction could be smaller or larger than the dollar amount of your withdrawal. Reductions to your Index Strategy Base will negatively impact your Interim Value for the remainder of the Index Strategy Term and will result in a lower Index Credit on the Index Strategy End Date. Once your Index Strategy Base is reduced due to a withdrawal during any Index Strategy Term, it will not increase for the remainder of the Index Strategy Term.

The Interim Value is designed to represent the fair value of the Index Strategy on each Valuation Day, taking into account the potential gain or loss of the applicable Index at the end of the Index Strategy Term. The Interim Value reflects the change in fair value due to economic factors of the investment instruments (including derivatives) supporting the Index Strategies. **The Interim Value may result in a loss even if the Index Value at the time the Interim Value is calculated is higher than the Index Value on the Index Strategy Start Date.** See "Interim Value" and "Access to Account Value" for more information.

**Access To Your Money:** You can receive access to your money by taking withdrawals or electing annuity payments. Please note that withdrawals may be subject to ordinary income tax, a 10% additional tax for withdrawals taken prior to age 59 ½ and a Contingent Deferred Sales Charges. Withdrawals taken from an Index Strategy before the Index Strategy End Date will be based on the Interim Value. Please see "Interim Value" for more information. In addition, any time a partial withdrawal occurs before the Index Strategy End Date, the Index Strategy Base will be reduced in the same proportion that the total withdrawal reduced the Interim Value. Please see "Access to Account Value" for more information. You may withdraw up to 10% of your Purchase Payments each year without being subject to a Contingent Deferred Sales Charge, as further discussed in the "Access to Account Value" section of this prospectus.

You may elect to receive income through fixed annuity payments over your lifetime, also called "Annuitization". If you elect to receive annuity payments, you convert your Account Value into a stream of future payments. This means in most cases you no longer have an Account Value and therefore cannot make withdrawals. We offer different types of annuity options to meet your needs. Please see "Annuity Options" for more information.

You may transfer Account Value between Variable Investment Sub-accounts at any time. On each Index Anniversary Date, you may reallocate Account Value allocated to Variable Investment Sub-accounts and any Index Strategy(ies) that has reached an Index Strategy End Date into any available Index Strategy. There is no charge for such transfers. Please see "Managing Your Account Value" for more information. You must provide instructions for reallocation in Good Order no later than the Index Anniversary Date. Failure to provide timely instructions may result in amounts being transferred into the Holding Account, which is allocated to the PSF PGIM Government Money Market Portfolio, if the existing Index Strategy Allocations are no longer available and could remain in that Account for up to a year until your next Index Anniversary Date.

**Death Benefits:** You may name a Beneficiary to receive the proceeds of your Annuity upon your death. Your death benefit must be distributed within the time period required by the tax laws. The Death Benefit is the Return of Purchase Payments Death Benefit. Please see "Death Benefits" for more information.

**Fees and Charges:** The Annuity is subject to certain fees and charges, as discussed in the "Fees and Expenses" section. While no fees or charges are deducted from the amounts held in the Index Strategies, the available Cap Rates, Participation Rates and Tier Levels reflect the expenses related to the Index Strategies.

**What does it mean that my Annuity is "tax deferred"?** The Annuity is "tax deferred", meaning you pay no income taxes on any earnings from your Annuity until a distribution is taken from your Annuity. You may also transfer among the Index Strategies and the Variable Investment Sub-accounts without paying an income tax at the time of the transfer. When you take your money out of the Annuity, however, you will be taxed on the earnings at ordinary income tax rates. If you take a distribution before you reach age $59^{1}/_{2}$, you also may be subject to a 10% additional tax.

**Please note that if you purchase the Annuity within a tax advantaged retirement plan, such as an IRA, Roth IRA, you will get no additional tax advantage through the Annuity itself. Because there is no additional tax advantage when an index-linked and variable annuity is purchased through one of these plans, the reasons for purchasing the Annuity inside a tax-qualified plan are limited to the ability to allocate to the various Index Strategies and Variable Investment Sub-accounts, and the opportunity to annuitize the contract, which might make the Annuity an appropriate investment for you. You should consult your tax and Financial Professional regarding such features and benefits prior to purchasing the Annuity for use with a tax-qualified plan.**

**Other Information:** Please see "Information About the Insurance Company and Separate Accounts" and "Additional Information" for more information about the Annuity, including legal information about Pruco Life of New Jersey, Pruco Life Insurance Company of New Jersey Flexible Premium Variable Annuity Account and the Index Strategies Separate Account.

## RISK FACTORS

**Risk of Loss – Index Strategies and Buffers**

You take the investment risk for amounts allocated to one or more Index Strategies since the Index Credit is based upon the performance of the associated Index. The Buffer is the amount of protected negative Index Return. Any negative Index Credit in excess of the Buffer reduces the Account Value allocated to the Index Strategy. You bear the risk of the negative Index Return in excess of the Buffer you choose. In the case of a multi-year Index Strategy Term, losses are measured over the entire Index Strategy Term from the Index Strategy Start Date to the Index Strategy End Date and may exceed the Buffer levels associated with the Index Strategy. Sustained negative Index Returns may result in zero or negative Index Credits over multiple Index Strategy Terms.

**Limitation on Index Strategy Returns - Cap Rate**

If you elect an Index Strategy with a Cap Rate, the Index Credit is limited by any applicable Cap Rate, which means that your Index Credit could be lower than if you had invested directly in a fund based on the applicable Index. The Cap Rate does not guarantee any level of Index Return. The Cap Rate exists for the full term of the Index Strategy.

**Risks Associated with the Indices**

Because the S&P 500 ® Index and MSCI EAFE Index are each comprised of a collection of equity securities, in each case the value of the component securities is subject to market risk, or the risk that market ups and downs may cause the value of the component securities to go up or down, sometimes rapidly and unpredictably. Market ups and downs can result from disasters and other events, such as storms, earthquakes, fires, outbreaks of infectious diseases (such as COVID-19), utility failures, terrorist acts, political and social developments, and military and governmental actions. In addition, the value of equity securities may increase or decline for reasons directly related to the issuers of the securities. Equity markets are subject to the risk that the value of the securities may fall due to general market and economic conditions. Market ups and downs may exist with these Indices, which means that the value of the Indices can change dramatically over a short period of time in either direction. **When you allocate to an Index Strategy that is linked to the performance of one of the Indices, you are not investing in the Index**.

With respect to the MSCI EAFE Index, international investing involves special risks not found in domestic investing, including political and social differences and currency fluctuations due to economic decisions. Emerging markets can be riskier than investing in well-established foreign markets. The risks associated with investing on a worldwide basis include differences in the regulation of financial data and reporting, currency exchange differences, as well as economic and political systems differences.

When you allocate to an Index Strategy that is linked to the performance of one of the Indices, you will not have voting rights or rights to receive dividends or other distributions that direct holders of the securities comprising the Indices have.

**Ukraine-Russia Conflict Risk.** The military invasion of Ukraine initiated by Russia in February 2022 and the resulting response by the United States and other countries have led to economic disruptions, as well as increased volatility and uncertainty in the financial markets. It is not possible to predict the ultimate duration and scope of the conflict, or the future impact on U.S. and global economies and financial markets. The performance of the Indexes may be adversely affected. This risk could be higher for Indexes with exposure to European or Russian markets, including the MSCI EAFE index.

**Effect of Interim Value**

To determine the Interim Value, we apply a formula which does not reflect the actual performance of the applicable Index, but rather a determination of the value of hypothetical underlying investments at the time of the Interim Value calculation. This amount could be more or less than if you had held the Index Strategy for the full Index Strategy Term. It also means that you could have a negative performance, even if the value of the Index has increased at the time of the calculation. All withdrawals from an Index Strategy, including death benefit payments, annuitization and surrenders paid before the Index Strategy End Date will be based on the Interim Value. Withdrawals before an Index Strategy End Date could have adverse impacts even if the value of the Index has increased at the time of the calculation because an early withdrawal will not allow you to participate in the Index Return for the Index Strategy Term with your entire Index Strategy Base. If you withdraw Account Value allocated to an Index Strategy, the withdrawal will cause an immediate reduction to your Index Strategy Base in a proportion equal to the reduction in your Interim Value. A proportional reduction may be larger than the dollar amount of your withdrawal even if the value of the Index has increased. See “Impact of Withdrawals” below for additional information.

**Impact of Withdrawals**

If you withdraw Account Value allocated to an Index Strategy, the withdrawal will cause an immediate reduction to your Index Strategy Base in a proportion equal to the reduction in your Interim Value. A proportional reduction could be larger than the dollar amount of your withdrawal.

Reductions to your Index Strategy Base may negatively impact your Interim Value for the remainder of the Index Strategy Term and may result in a lower Index Credit on the Index Strategy End Date. Once your Index Strategy Base is reduced due to a withdrawal during any Index Strategy Term, it will not increase for the remainder of the Index Strategy Term.

**Availability of Index Strategies will vary over time**

Before allocating to an Index Strategy, you should determine the Index Strategies, Buffers, Cap Rates and Participation Rates available to you. We reserve the right to change Cap Rates and Buffers at any time. There is no guarantee that an Index Strategy will be available in the future. You should make sure the Index Strategies you select are appropriate for your investment goals. A change in Cap Rates may limit the Index Credit you receive. A change in Buffers may impact the amount of negative Index Credit applied to your Account Value.

**Reallocation of Index Strategies**

At the end of an Index Strategy Term for an Index Strategy, the amount allocated to that Index Strategy will be reallocated based upon your instructions we received in Good Order, or if none has been received in Good Order, automatically renew into the same Index Strategy unless the Index Strategy End Date would be after the Maximum Annuity Date. If the same Index Strategy is no longer available and if no instructions have been received in Good Order, the amount will be transferred into the Holding Account, and the amount may be transferred among the Variable Investment Sub-accounts at any time or into another Index Strategy on the next Index Anniversary Date. You must provide instructions for reallocation in Good Order no later than the Index Anniversary Date. Failure to provide timely instructions may result in amounts being transferred into the Holding Account (if the existing Index Strategy no longer is available) which is allocated to the PSF PGIM Government Money Market Portfolio and could remain in that Account for up to a year until your next Index Anniversary Date.

**Substitution of an Index**

We have the right to substitute a comparable index prior to the Index Strategy End Date if any Index is discontinued or if the calculation of an Index is substantially changed (such as a material change in the formula or method of calculating the Index). We would attempt to choose a substitute index that has a similar investment objective and risk profile to the replaced index and would notify you of any such substitutions. Upon substitution of an Index, we will calculate your Index Return on the replaced Index up until the date of substitution and the substitute Index from the date of substitution to the Index Strategy End Date. An Index substitution will not change your Index Strategy. The performance of the new Index may not be as good as the one that it substituted and as a result your Index Return may have been better if there had been no substitution. When we notify you of any substitution of an Index, we will also inform you of the potential impacts to your Index Credit. You may transfer your allocation in the impacted Index Strategy, at Interim Value, to the Variable Investment Sub-accounts, where you may then use the funds to start a new Index Strategy on the next Index Anniversary Date.

**Issuing Company**

No company other than Pruco Life of New Jersey has any legal responsibility to pay amounts that Pruco Life of New Jersey owes under the Annuity. You should look to the financial strength of Pruco Life of New Jersey for its claims-paying ability. Amounts allocated to the Index Strategies are held in a non-registered, non-insulated separate account. These assets are subject to the claims of the creditors of Pruco Life of New Jersey and the benefits provided under the Index Strategies are subject to the claims paying ability of Pruco Life of New Jersey.

The Company is also subject to risks related to disasters and other events, such as storms, earthquakes, fires, outbreaks of infectious diseases (such as COVID-19), utility failures, terrorist acts, political and social developments, and military and governmental actions. These risks are often collectively referred to as “business continuity” risks. These events could adversely affect the Company and our ability to conduct business and process transactions. Although the Company has business continuity plans, it is possible that the plans may not operate as intended or required and that the Company may not be able to provide required services, process transactions, deliver documents or calculate values. It is also possible that service levels may decline as a result of such events.

**Risks Associated with a Performance Lock**

If a Performance Lock is executed:

• You will no longer participate in Index Strategy performance, positive or negative, for the remainder of the existing Index Strategy Term for the “locked” Index Strategy.

• You will not receive Index Credit on any “locked” Index Strategy on the Index Strategy End Date. As a result, you may receive less than the full Index Credit, or less than the full protection of the Buffer, than you would have received if you waited for us to apply the Index Credit on the Index Strategy End Date.

• We use the Performance Lock Value calculated at the end of the current Valuation Day on the Performance Lock Date to execute your Performance Lock. This means you will not be able to determine in advance your Performance Lock Value, and it may be higher or lower than it was at the point in time you requested a manual Performance Lock, or that your Index Strategy reached its target for an automatic Performance Lock.

• If a Performance Lock is executed when your Performance Lock Value has declined, you will lock in any loss. It is possible that you would have realized less of a loss or no loss if the Performance Lock occurred at a later time, or if the Index Strategy was not “locked”.

• We will not provide advice or notify you regarding whether you should exercise a Performance Lock or the optimal time for doing so. We will not warn you if you exercise a Performance Lock at a sub-optimal time. We are not responsible for any losses related to your decision whether or not to exercise a Performance Lock.

## FEES AND EXPENSES

The following tables describe the fees and expenses that you will pay related to the Index Strategies offered with this Annuity. **Additional information related to fees and expenses associated with the Variable Sub-account is provided in the Variable Sub-account Prospectus.** The first table describes the fees and expenses that you may pay at the time you surrender the Annuity or make a partial withdrawal. State premium taxes may also be deducted.

| ANNUITY OWNER TRANSACTION EXPENSES | |
|---|---|
| **Age of Purchase Payment Being Withdrawn** | **Percentage Applied Against Purchase Payment being Withdrawn** |
| | **B SERIES** |
| **Less than 1 year old** | 7.0% |
| **1 year old or older, but not yet 2 years old** | 7.0% |
| **2 years old or older, but not yet 3 years old** | 6.0% |
| **3 years old or older, but not yet 4 years old** | 5.0% |
| **4 years old or older, but not yet 5 years old** | 4.0% |
| **5 years old or older, but not yet 6 years old** | 3.0% |
| **6 years old or older** | 0.0% |

The years referenced in the CDSC table above refer to the length of time since a Purchase Payment was made (i.e. the age of the Purchase Payment). CDSCs are applied against the Purchase Payment(s) being withdrawn. The appropriate percentage is multiplied by the Purchase Payment(s) being withdrawn. Purchase Payments are withdrawn on a “first-in, first-out” basis.

**Tax Charge:**

The Tax Charge is designed to approximate the taxes that we are required to pay and is generally assessed as a percentage of Purchase Payments, Surrender Value, or Account Value as applicable. The Tax Charge currently ranges up to 3.5%.

Currently, New York does not impose any premium tax. Other states and municipalities may impose a premium tax or similar tax on annuities that we are required to pay. We reserve the right to deduct a Tax Charge from Purchase Payments when received, from Surrender Value upon surrender, or from Account Value upon Annuitization if the State of New York imposes this type of tax in the future or if this type of tax is imposed by another jurisdiction.

## INDEX STRATEGIES

The Annuity offers multiple Index Strategies which provide an Index Credit based on the Index Return of the underlying Index associated with the Index Strategy. The Index Credit is the amount you receive on an Index Strategy End Date based on the Index Return and the type of Index Strategy. **The Index Credit may be positive or negative, which means you can lose Purchase Payments and prior earnings.** You may allocate all or a portion of your Purchase Payments into one or more Index Strategies. **The Index Strategies are not invested in any underlying Index. We do not guarantee the Index Credits for the Index Strategies. There is a risk of loss of your investment because the Index Strategy will be credited the negative Index Return in excess of the level of protection you selected through the Buffers.**

We currently offer the following Index Strategies: Point-to-Point with Cap and Tiered Participation Rate. These Index Strategies are explained below. Not all Index Strategies will be available with all Indices, Buffers, and in all available Index Strategy Terms. As a result of economic market conditions, we reserve the right to add and remove Index Strategies at any time. Additions or removals would be effective with any newly issued contracts or upon reallocation for any existing contract holders Removals would not impact existing contract holders currently allocated to an Index Strategy prior to the Index Strategy End Date. You will receive a Reallocation Notice 30 days prior to your Index Anniversary Date. You must provide instructions for reallocation in Good Order (by any method allowable) no later than the Index Anniversary Date. The reallocation will be processed on the Index Anniversary Date. You will be able to make reallocation selections via mail, phone, or through online access. For currently available Options please see our website at [www.prudential.com/PLAZ-FlexGuard-B].

The minimum amount required to allocate to any Index Strategy is $2,000. There is no maximum amount that can be allocated to an Index Strategy. If you are allocating to an Index Strategy with a subsequent Purchase Payment, under certain economic conditions, please note that we reserve the right to limit, suspend or reject any subsequent Purchase Payment, but would do so only on a non-discriminatory basis. For additional information, please see the [Purchasing Your Annuity] section.

### Index Strategy Term

The Index Strategy Term is the time period allocated to each Index Strategy. The term begins on the Index Strategy Start Date and ends on the Index Strategy End Date. Index Strategy Terms of 1, 3, and 6 years are available and may vary based on the Index Strategy. The Index Strategy Start Date begins on the day you allocate funds to any Index Strategy, known as the Index Effective Date. The annual anniversary of this date is the Index Anniversary Date and will not change for the life of your contract. You may only allocate to an Index Strategy on an Index Anniversary Date.

### Indices

Each Index Strategy references an Index that determines the Index Return used to compute the Index Credit. **When you allocate to an Index Strategy that is linked to the performance of one of the Indices, you are not investing in the Index**. We currently offer Index Strategies based on the following securities Indices:

**S&P 500 ® Index, Price Return (SPX).** The S&P 500 ® Index is comprised of 500 stocks considered representative of the overall market. An index is unmanaged and not available for direct investment.

**MSCI EAFE Index, Price Return (MXEA).** The MSCI EAFE Index measures the equity market performance of 22 developed market country indices located in Europe, Australasia and the Far East. An index is unmanaged and not available for direct investment.

**See Appendix C for important information about the Indices**.

Withdrawals may be subject to tax charges and to a Contingent Deferred Sales Charge. Withdrawals taken from an Index Strategy before the Index Strategy End Date will be based on the Interim Value. In the case of a partial withdrawal before the Index Strategy End Date, the Index Strategy Base will be reduced in the same proportion that the total withdrawal reduced the Interim Value.

### NOTE REGARDING EXAMPLES

The Examples set forth below, as well as other Examples found throughout this prospectus, are intended to illustrate how various features of the Annuity work. These Examples should not be considered a representation of past or future performance of any Index Strategies. Actual performance may be greater or less than those shown in the Examples. Similarly, the Index Returns in the Examples are not an estimate or guarantee of future Index performance. The Caps, Participation Rates, and Buffers for the Index Strategies shown in the following Examples are for illustrative purposes only and may not reflect actual declared rates. **In addition, values may be rounded for display purposes only.**

### BUFFERS

The Buffer limits the amount of negative Index Credit that may be applied to the Account Value allocated to an Index Strategy. We will declare Buffers that will be available on the Index Strategy Start Date for each Index Strategy.

The Annuity offers Index Strategies with 10%, 15%, and 20% Buffers. **The Buffer is the amount of the protected negative return. Any negative Index Credits in excess of the Buffer reduces the Account Value allocated to the Index Strategy.**

**EXAMPLE**

Index Strategy Start Date = 1/8/2021
Index Strategy = 1-Year Point-to-Point with Cap and a 10% Buffer
Index Value at Index Strategy Start Date = 1569
Index Strategy Base = $100,000

Index Strategy End Date = 1/8/2022
Index Value at Index Strategy End Date = 1333
Index Return = -15% ((1333-1569)/1569)
Index Strategy Base upon Index Strategy End Date = $95,000 ($100,000-$5,000)

**Because the Buffer protects the first 10% of the loss, the Index Strategy only experiences a 5% loss (-15% Index Return + 10% Buffer = -5% Loss) or $100,000*-5.00% = -$5,000.**

The following year, assuming the same Index Strategy:

Index Strategy End Date = 1/8/2023
Index Value at Index Strategy End Date = 1298
Index Return = -3%
Index Strategy Base upon Index Strategy End Date = $95,000

**Because the Buffer protects against the first 10% of the loss, the Index Strategy experiences no loss of Account Value because the loss in the Index Return was less than the 10% Buffer.**

**POINT-TO-POINT WITH CAP INDEX STRATEGY**

The Cap Rate is the maximum rate that may be credited to an Index Strategy for any given Index Strategy Term. A different Cap Rate may be declared for different Indices, Buffers and Index Strategy Terms. The Point-to-Point with Cap Index Strategy is available in 1, 3, and 6-year Terms.

If the Index Return is positive and equal to or greater than the Cap Rate, then the Index Credit is equal to the Cap Rate. If the Index Return is positive, but less than the Cap Rate, the Index Credit is equal to the Index Return.

If the Index Return is negative, but less than or equal to the Buffer, the Index Credit is zero. Otherwise, the Index Credit is equal to the negative Index Return in excess of the Buffer.

**EXAMPLES 1 AND 2**

Cap: 12%; Buffer: 10%

- **Upside potential** equals 100% of the Index Return up to a Cap of 12%
    i. Example 1: if the Index increased by 4%, an amount that is less than the Cap, the Index Credit would be 4%.
    ii. Example 2: if the Index increased by 20%, which is greater than the Cap, the Index Credit would be 12%, which is equal to the Cap Rate.
- **Partial downside protection** is provided through the Buffer where Index losses within the Buffer are protected. Index losses that exceed the Buffer will result in a loss of Account Value.
    i. Example 1: if the Index decreased by 4%, an amount within the Buffer, the Index Credit would be 0%, with no loss of Account Value.
    ii. Example 2: if the Index decreased by 12%, which is greater than the 10% Buffer, there would be a loss of Account Value because the Index Credit would be -2%.

The initial Cap Rate applies to the initial Index Strategy Term. We will declare a Cap Rate for each subsequent Index Strategy Term. In some cases we may declare a Cap Rate for an Index Strategy as “uncapped” in which case the maximum Index Credit you may receive is equal to the Index Return, subject to the Buffer.

Subsequent Cap Rates may be higher or lower than the initial Cap Rate but will never be less than the Guaranteed Minimum Cap Rate. Subsequent Cap Rates may differ from the Cap Rates used for new contracts or for other contracts issued at different times. We will determine new Cap Rates on a basis that does not discriminate unfairly within any class of contracts. The Guaranteed Minimum Cap Rate varies by Index Strategy Term and Buffer. The Guaranteed Minimum Cap Rate equals 5.00% for a one-year Index Strategy Term with a 10% Buffer, 4.50% for a one-year Index Strategy Term with a 15% Buffer, and 4.00% for a one-year Index Strategy Term with a 20% Buffer. The Guaranteed Minimum Cap Rate equals 15.00% for a three-year Index Strategy Term with a 10% Buffer, 13.50% for a three-year Index Strategy Term with a 15% Buffer, and 12.00% for a three-year Index Strategy Term with a 20% Buffer. The Guaranteed Minimum Cap Rate equals 30.00% for a six-year Index Strategy Term with a 10% Buffer, 27.00% for a six-year Index Strategy Term with a 15% Buffer, and 24.00% for a one-year Index Strategy Term with a 20% Buffer.

**TIERED PARTICIPATION RATE INDEX STRATEGY**

The Participation Rate is the percentage of an Index Return that may be credited to an Index Strategy for any given Index Strategy Term. We will declare a 1st Tier Participation Rate, 2nd Tier Participation Rate, and a Tier Level at the start of each Index Strategy Term. The 1st Tier Participation Rate is used to calculate the Index Credit associated with any Index Return less than or equal to the declared Tier Level. The 2nd Tier Participation Rate is used to calculate the Index Credit associated with any Index Return greater than the declared Tier Level. A different Participation Rate and Tier Level may be declared for different Indices, Buffers, and Index Strategy Terms. Participation Rates only apply when the Index Return is positive.

If the Index Return is between zero and the declared Tier Level, then the Index Credit is equal to the Index Return multiplied by the Participation Rate for the 1st tier. If the Index Return is greater than or equal to the declared Tier Level, the Index Credit is the sum of the Tier Level Index Return multiplied by the Participation Rate for the 1st tier and the remaining Index Return multiplied by the Participation Rate for the 2nd tier. If the Index Return is negative, but less than or equal to the Buffer, the Index Credit is zero. Otherwise, the Index Credit is equal to the negative Index Return in excess of the Buffer.

**EXAMPLES 1 AND 2**

1st Tier Participation Rate: 100%; 2nd Tier Participation Rate: 140%; Tier Level: 30%; Buffer: 10%

- **Upside potential** equals the Index Return multiplied by the Participation Rate associated with the Tier Level of 30%.
    - Example 1: if the Index increased by 28%, which is less than the Tier Level, the Index Credit would be 100% of the 28% increase, which would be 28%.
    - Example 2: if the Index increased by 68%, which is above the Tier Level, the Index Credit would be 100% of the first 30% increase plus 140% of the remaining 38% increase, which equals 83.2%.
- **Partial downside protection** is provided through the Buffer where index losses within the Buffer are protected. Index losses that exceed the Buffer will result in a loss of Account Value.
    - Example 1: if the Index decreased by 4%, an amount within the Buffer, the Index Credit would be 0%, with no loss of Account Value.
    - Example 2: if the Index decreased by 12%, which is greater than the 10% Buffer, there would be a loss of Account Value because the Index Credit would be -2%.

There is no maximum amount of Index Credit with a Tiered Participation Rate Index Strategy.

The initial Participation Rates and Tier Levels apply to the initial Index Strategy Term. We will declare new Participation Rates and Tier Levels for each subsequent Index Strategy Term.

Subsequent Participation Rates may be higher or lower than the initial Participation Rates but will never be less than the Guaranteed Minimum Participation Rate. The Guaranteed Minimum Participation Rate equals 100%. Subsequent Tier Levels may be higher or lower than the initial Tier Level but will never exceed the Guaranteed Maximum Tier Level. The Guaranteed Maximum Tier Level equals 35%.

Subsequent Participation Rates and Tier Levels may differ from the Participation Rates and Tier Levels used for new contracts or for other contracts issued at different times. We will determine new Participation Rates and Tier Levels on a basis that does not discriminate unfairly within any class of contracts.

## PERFORMANCE LOCK

You can capture the Performance Lock Value of an Index Strategy on any Valuation Day during the Index Strategy Term through our Performance Lock feature. A Performance Lock may be requested on any Valuation Day prior to the Index Strategy End Date. We will use the Performance Lock Value at the end of the Valuation Day that we receive your Performance Lock Request. If you exercise a Performance Lock, you will no longer participate in the Index Strategy performance for the current Index Strategy Term and you may receive less than the full Index Credit, or less than the full protection of the Buffer, than you would have received if you waited for us to apply the Index Credit on the Index Strategy End Date.

Only one Performance Lock may occur for any given Index Strategy during a respective Index Strategy Term. Performance Locks may not be applied retroactively and must be for the full amount of the Performance Lock Value. Performance Lock requests for less than the full amount of the Performance Lock Value are not permitted.

Once a Performance Lock has been executed it cannot be reversed and the Performance Lock Value will not fluctuate for the rest of the Index Strategy Term, with the exception of being reduced for withdrawals and reallocations to different Index Strategies that are for an amount less than the full Performance Lock Value (partial reallocations). The Performance Lock Value is reduced for any withdrawals and partial reallocations that occur between an Index Strategy Start Date and Index Strategy End Date in the same proportion that the total withdrawal or reallocation amount reduced the Interim Value. The Valuation Day upon which the Performance Lock is executed is known as the Performance Lock Date.

Upon executing a Performance Lock, the Performance Lock Value will remain in the Index Strategy. You will be able to reallocate any portion of the Performance Lock Value to any available Index Strategy on the next Index Anniversary Date. For multi-year Index Strategy Terms, reallocation to a new Index Strategy is permitted on Index Anniversary Dates occurring prior to the Index Strategy End Date without being subject to the Interim Value. The Performance Lock Value is reduced for any withdrawals and partial reallocations as outlined above. On the Index Strategy End Date, any remaining Performance Lock Value must be reallocated to a new Index Strategy or renewed to the same Index Strategy. Please see the "Managing Your Account Value" section for additional information.

A Performance Lock may be implemented in two ways, (1) a manual Performance Lock or (2) an automatic Performance Lock. We must receive a manual Performance Lock Request in Good Order before the end of the current Valuation Day to "lock" an Index Strategy on that day. Otherwise, the Performance Lock Date will occur on the next Valuation Date that your Request is in Good Order. For an automatic Performance Lock, you set a target at which you would like the Performance Lock to take effect automatically. Targets are established as a percentage and reflect the change in the Performance Lock Value, known as the Performance Lock Value return. We calculate the Performance Lock Value return, and determine if a target is reached, by comparing the Performance Lock Value as of the close of business on the current Valuation Day to the Index Strategy Base. If the Performance Lock Value return is greater than or equal to the established target percentage, the automatic Performance Lock will be executed at the end of that same Valuation Day at the closing Performance Lock Value. You can change or cancel targets at any time before we execute a Performance Lock. Each Index Strategy's targets automatically expire on the earlier of the Performance Lock Date or the last Valuation Day before the Index Strategy End Date. You can also cancel a target by requesting a manual Performance Lock before the target is reached. By setting targets you are authorizing us to automatically execute a Performance Lock at the end of the Valuation Day on the Performance Lock Date upon which the target is reached. You may establish and manage automatic Performance Lock targets by contacting us at our Service Center. Your Financial Professional, if authorized, can establish and manage the automatic Performance Lock targets through your account on our website.

Automatic Performance Lock targets less than or equal to 0% are not permitted. Only upper, or positive, target percentages reflecting positive Performance Lock Value return are allowed. Additionally, targets must be greater than your current Performance Lock Value return. For Point-to Point with Cap Index Strategies, automatic Performance Lock targets must be less than the stated Cap Rate. For automatic Performance Lock, setting a target close to the current Performance Lock Value return may cause a Performance Lock to occur soon after establishing.

**We reserve the right to limit the use of the Performance Lock feature for certain Index Strategies. Additionally, we may discontinue the use of this feature for future Performance Lock requests at any time.**

A Performance Lock can help eliminate doubt about future Index Strategy performance and potentially limit the impact of a negative Index Credit you would otherwise receive. **The disadvantage of executing a Performance Lock is that the relevant Index Value could increase by the Index Strategy End Date, and you will not participate in that increase. In addition, if you execute a Performance Lock, you may receive less than the full protection of the Buffer, than you would have received if you waited for us to apply the Index Credit on the Index Strategy End Date.**

### Calculation of the Performance Lock Value

The Performance Lock Value calculation is the same for each Index Strategy.

Performance Lock Value is equal to [(1) + (2)], where:

1. is the fair value of the Index Strategy Base of an Index Strategy on the Valuation Day the Performance Lock Value is calculated. It is determined as (A – B), where:

   A = the Index Strategy Base on the Valuation Day of the calculation;

   B = the fair value of the options under initial market conditions, with linear interpolation to the end of the Index Strategy Term when the value becomes zero

2. is the fair value of replicating portfolio of options on the Valuation Day of the calculation

The following Example demonstrates how a manual Performance Lock could work. The numbers used are hypothetical. Appendix A provides an Example of how an automatic Performance Lock could work. Please see 'Valuing Your Investment and Interim Value of Index Strategies" for further detail on how the Interim Value after a Performance Lock in the below example is calculated.

**Example: Manual Performance Lock Value calculation:**

In this example, the initial premium of $100,000 is assumed to be allocated 100% in 1-year Index Strategy term, with the elected index on 2/1/2022:

- Issue Date: 2/1/2022
- Index Strategy Start Date: 2/1/2022
- Index Strategy Base (A): $100,000
- Market Index Rate on Index Strategy Start Date (C): 2%

On 4/15/2022, a manual Performance Lock Request is received, in Good Order, and no withdrawals have been made since the Index Strategy Start Date. The Performance Lock will be processed at the end of the day on 4/15/2022. Below is the Performance Lock Value and Interim Value following the Performance lock on 4/15/2022:

- Performance Lock Date: 4/15/2022
- Index Strategy Base (A): $100,000
- The fair value of the options under initial market conditions, with linear interpolation to the end of the Index Strategy Term when the value becomes zero (B)*: $2,000
- Market Index Rate on Index Strategy Start Date (C): 2%
- Current Market Index Rate (D): 3%
- Time to Expiry (E): 292/365 = 0.8
- The fair value of replicating portfolio of options on the Valuation Day of the calculation (2): $12,500

The Performance Lock Value is calculated as follows:

- Item (1) = A – B = $100,000 – $2,000 = $98,000
- Performance Lock Value = (1) + (2) = $98,000 + $12,500 = $110,500

The Interim Value after a Performance Lock is calculated as follows:

- (A – B) x [(1 + C) / (1 + D)]^E + (2) = ($100,000 - $2,000) × [(1.02/1.03)]^(.8) + $12,500 = $109,738.09

Assuming no additional transactions occur after the Performance Lock Date, the Interim Value after Performance Lock will continue to be calculated at the end of each Valuation Day, but there will be no change in the Performance Lock Value. At the Index Strategy End Date (2/1/2023), the Account Value is $110,500.

## INFORMATION ABOUT THE INSURANCE COMPANY AND SEPARATE ACCOUNTS

### PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

Pruco Life Insurance Company of New Jersey, a Prudential Financial Company, is a stock life insurance company organized in 1982 under the laws of the State of New Jersey. It is licensed to sell life insurance and annuities in New Jersey and New York only and sells such products primarily through affiliated and unaffiliated distributors. Pruco Life Insurance Company of New Jersey is a wholly-owned subsidiary of Pruco Life Insurance Company, whose ultimate parent is Prudential Financial, Inc. in New Jersey and New York.

No company other than Pruco Life of New Jersey has any legal responsibility to pay amounts that it owes under its annuity contracts. Among other things, this means that where you participate in an optional living benefit or death benefit and the value of that benefit exceeds your current Account Value, you would rely solely on the ability of the issuing insurance company to make payments under the benefit out of its own assets. Prudential Financial, however, exercises significant influence over the operations and capital structure of Pruco Life of New Jersey.

Pursuant to the delivery obligations under Section 5 of the Securities Act of 1933 ("Securities Act") and Rule 159 thereunder, Pruco Life of New Jersey 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.

### INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

Pruco Life Insurance Company of New Jersey incorporates by reference into the prospectus its latest annual report on Form 10-K as of December 31, 2021 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 of New Jersey, 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). Our internet address is www.prudential.com.

### THE SEPARATE ACCOUNTS

The separate accounts are where Pruco Life of New Jersey sets aside and invests the assets supporting the Annuity. The assets of each separate account are held in the name of Pruco Life of New Jersey, and legally belong to us. We will maintain assets in each separate account with a total market value at least equal to the cash surrender value and other liabilities we must maintain related to the Annuity obligations supported by such assets. The obligations under the Annuity are those of Pruco Life of New Jersey, which is the issuer of the Annuity and the depositor of the separate accounts. More detailed information about Pruco Life of New Jersey, including its audited consolidated financial statements, is provided in the Statement of Additional Information.

#### Pruco Life Insurance Company of New Jersey Flexible Premium Variable Annuity Account

The assets supporting obligations based on allocations to the Sub-accounts are held in Sub-accounts of Pruco Life Insurance Company of New Jersey Flexible Premium Variable Annuity Account, also referred to as "Pruco Life of New Jersey Variable Annuity Account". Pruco Life of New Jersey Variable Annuity Account assets that are held in support of the Sub-accounts are kept separate from all our other assets and may not be chargeable with liabilities arising out of any other business we may conduct. Thus, income, gains and losses from assets allocated to Pruco Life of New Jersey Variable Annuity Account are credited to or charged against Pruco Life of New Jersey Variable Annuity Account, without regard to other income, gains or losses of Pruco Life of New Jersey or any other of our separate accounts.

Pruco Life of New Jersey Variable Annuity Account was established by us pursuant to New Jersey law on May 20, 1996. Pruco Life of New Jersey Variable Annuity Account also holds assets of other annuities issued by us with values and benefits that vary according to the investment performance of Pruco Life of New Jersey Variable Annuity Account.

**Additional information related to the Pruco Life of New Jersey Variable Annuity Account is provided in a separate prospectus.**

#### Index Strategies Separate Account

Assets supporting the Index Strategies are held in a non-insulated, non-unitized separate account established under New Jersey law. These assets are subject to the claims of the creditors of Pruco Life of New Jersey and the benefits provided under the Index Strategies are subject to the claims paying ability of Pruco Life of New Jersey.

An Owner does not have any interest in or claim on the assets in the Separate Account. In addition, neither an Owner nor amounts allocated to the Index Strategies participate in the performance of the assets held in the Separate Account.

We are not obligated to invest according to specific guidelines or strategies except as may be required by New Jersey and other state insurance laws.

**The General Account.** Our general obligations and any guaranteed benefits under the Annuity are supported by our General Account and are subject to our claims paying ability. Transfer Account assets are held in Pruco Life of New Jersey's General Account. In the Payout Stage, assets supporting annuity payments are held in the General Account. Assets in the General Account are 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 New Jersey Department of Banking and Insurance and to the insurance laws and regulations of all jurisdictions where we are authorized to do business.

## VALUING YOUR INVESTMENT AND INTERIM VALUE OF INDEX STRATEGIES

### PROCESSING AND VALUING TRANSACTIONS

Pruco Life of New Jersey is generally open to process financial transactions on those days that the New York Stock Exchange (NYSE) is open for trading. There may be circumstances where the NYSE does not open on a regularly scheduled date or time or closes at an earlier time than scheduled (normally 4:00 p.m. Eastern Time). Generally, financial transactions received in Good Order before the close of regular trading on the NYSE will be processed according to the value next determined following the close of business. Financial transactions received on a non-business day or after the close of regular trading on the NYSE will be processed based on the value next computed on the next Valuation Day.

We will not process any financial transactions involving purchase or redemption orders on days that the NYSE is closed. Pruco Life of New Jersey will also not process financial transactions involving purchase or redemption orders or transfers on any day that:

- trading on the NYSE is restricted;
- an emergency, as determined by the SEC, exists making redemption or valuation of securities held in the Separate Account impractical; or
- the SEC, by order, permits the suspension or postponement for the protection of security holders.

In certain circumstances, we may need to correct the processing of an order. In such circumstances, we may incur a loss or receive a gain depending upon the price of the security when the order was executed and the price of the security when the order is corrected. With respect to any gain that may result from such order correction, we will retain any such gain as additional compensation for these correction services.

### INTERIM VALUE OF INDEX STRATEGIES

On each Valuation Day during the year, other than the Index Strategy Start Date and Index Strategy End Date, each Index Strategy is valued using an Interim Value. The Interim Value is used to calculate amounts available for withdrawal (including systematic withdrawals), surrender, annuitization or payment of a death claim. **The Interim Value also is used to determine how much the Index Strategy Base will be reduced after a withdrawal.**

The Interim Value is also included in the Account Value and Surrender Value to reflect the amount in the applicable Index Strategy prior to the Index Strategy End Date. The Interim Value reflects the value of each Index Strategy taking into account the current price of the underlying Index, the time remaining until the Index Strategy End Date, and the current value of the investments we have made to fund our obligations under the Index Strategy. The Interim Value is an estimate of the current value of fixed income and derivative instruments we could purchase to assure our ability to meet our obligations to the Owner at an Index Strategy End Date. We use a portfolio of fixed income instruments and derivatives to replicate our obligations to calculate Index Credit for the Index Strategies. These derivatives are valued using the Black-Scholes Model. There are many external factors that may impact the Interim Value including changes in the Indices, changes in the interest rate environment, and volatility.

The Interim Value assesses the fair value of the assets allocated to the Index Strategy (Index Strategy Base) plus the current value of the portfolio of options utilized to replicate the performance of these Index Strategies.

The Interim Value for the applicable Index Strategy is equal to (1) + (2) where:

(1) is the fair value of the Index Strategy Base on the Valuation Day the Interim Value is calculated.

(2) is the current value of the replicating portfolio of options

1. The fair value of the Index Strategy Base is meant to represent the market value of the investments supporting each Index Strategy.

   The Market Value Index Rate will apply on a uniform basis for a class of Owners in the same Index Strategy and will be administered in a uniform and non-discriminatory manner.

   The Market Value Index Rate is the Bloomberg U.S. Intermediate Credit Index rate. The Bloomberg U.S. Intermediate Credit Index is the rate for the maturity using a set duration. The duration is set to represent the duration of the investments supporting the Index Strategy and may not match the actual length of the Index Strategy.

   If the Bloomberg U.S. Intermediate Credit Index yield is not published for a particular day, then we will use the yield on the next day it is published. If the Bloomberg U.S. Intermediate Credit Index yield is no longer published, or is discontinued, then we may substitute another suitable method for determining this component of the Market Value Index Rate.

2. Current value of the replicating portfolio of options – We utilize a fair market value methodology to value the replicating portfolio of options that support this product.

For each Index Strategy, we solely designate and value options, each of which is tied to the performance of the Index associated with the Index Strategy. We use derivatives to provide an estimate of the gain or loss on the Index Strategy Base that could occur at the end of the Index Strategy Term. This estimate also reflects the impact of the Cap Rate, Participation Rate, Tier Level, and Buffer at the end of the Index Strategy Term as well as the estimated cost of exiting the replicating options prior to the Index Strategy End Date. The valuation of the options is based on standard methods for valuing derivatives and based on inputs from third party vendors. The methodology used to value these options is determined solely by us and may vary, higher or lower, from other estimated valuations or the actual selling price of identical derivatives. Any variance between our estimated fair value price and other estimated or actual prices may be different from Index Strategy type to Index Strategy type and may also change from day to day.

**See Appendix B for additional information regarding the Interim Value calculation.**

**EXAMPLE**

Index Effective Date: [12/2/2019]

Purchase Payment: [$150,000]

Allocated to:

1. [33]% 1-Year Point-to-Point Cap Rate; S&P 500; Cap Rate 17%; Buffer 10%
2. [33]% 3-Year Point-to-Point Cap Rate; S&P 500; Cap Rate 75%; Buffer 10%
3. [34]% 6-Year Tiered Participation Rate; S&P 500; Tier 1 100%; Tier 2 140%; Tier Level 30%; Buffer 10%

**Note on examples: months are assumed to have 30 days and years are assumed to have 365 days.**

| **On the Index Effective Date** | Point-to-Point Cap Rate | Point-to- Point Cap Rate | Tiered Part Rate |
|---|---|---|---|
| Index Strategy Term (in months) | [12] | [36] | [72] |
| Months elapsed since Index Strategy Start Date | [0] | [0] | [0] |
| Index Strategy Base | $[49,500] | $[49,500] | $[51,000] |
| Buffer | [10]% | [10]% | [10]% |
| **Index Strategy rate** | **[17]%** | **[75]%** | **[100%/140]%** |
| Months until Index Strategy End Date | [12] | [36] | [72] |
| Market Index Rate on Index Strategy Start Date | [2.00]% | [5.00]% | [8.00]% |
| Starting Index Value | | [1,000] | |
| Total Account Value | | $[150,000] | |
| | | | |
| **Index Return is Negative** | | | |
| Months elapsed since Index Strategy Start Date | [9] | [9] | [9] |
| Time Remaining in Index Strategy Term (in months) | [3] | [27] | [63] |
| Index Value on Calculation Date | | [800] | |
| Index Return on Calculation Date | | **[-20]%** | |
| Market Index Rate on Calculation Date | [3.00]% | [6.00]% | [9.00]% |
| 1. Fair Value of Index Strategy Base | $[49,082.84] | $[47,199.12] | $[45,965.59] |
| 2. Options value | $[(5,155.19)] | $[(6,166.88)] | $[(5,753.38)] |
| Interim Value for each Strategy (1+2) | **$[43,927.65]** | **$[41,034.24[** | **$[40,212.21]** |
| **Total Account Value** | | **$[125,174.10]** | |

The Index Strategy Rate may differ depending on the Index Strategy, which is further outlined in Appendix B.

**Index Return is Positive**

| | | | |
|---|---|---|---|
| Months elapsed since Index Strategy Start Date | [9] | [9] | [9] |
| Time Remaining in Index Strategy Term (in months) | [3] | [27] | [63] |
| Index Value on Calculation Date | | [1200] | |
| Index Return on Calculation Date | | **[20]%** | |
| Market Index Rate | [3.00]% | [6.00]% | [9.00]% |
| 1. Fair Value of Index Strategy Base | $[49,082.84] | $[47,199.12] | $[45,965.59] |
| 2. Options value | $[7,583.70] | $[10,009.66] | $[13,519.43] |
| **Interim Value for each Strategy (1+2)** | **$[56,666.54]** | **$[57,208.78]** | **$[59,485.02]** |
| **Total Account Value** | | **$[173,360.34]** | |

The Index Strategy Rate may differ depending on the Index Strategy, which is further outlined in Appendix B.

A separate Interim Value calculation will apply for Annuities where a Performance Lock has been executed. This calculation is shown below and an example of the calculation of Interim Value after a Performance Lock is provided above in the "Performance Lock" section as well as Appendix A.

**Calculation of the Interim Value after a Performance Lock:**

The Interim Value after a Performance Lock for the applicable Index Strategy is equal to [(1) + (2)], where:

1. is the fair value of the Index Strategy Base of an Index Strategy as of the **Performance Lock Date**, adjusted for withdrawals and reallocations, with a current Valuation Day adjustment for any changes in the Market Value Index Rate. It is determined as (A – B) x [(1 + C) / (1 + D)]^E, where:

   A = the Index Strategy Base as of the **Performance Lock Date** adjusted for withdrawals and reallocations

   B = the fair value of the replicating portfolio of options under initial market conditions, with linear interpolation to the end of the Index Strategy Term as of the **Performance Lock Date** adjusted for withdrawals and reallocations.

   C = the Market Value Index Rate at the Index Start Date;

   D = the Market Value Index Rate at the current date; and

   E = the total days remaining in the Index Strategy Term divided by 365

2. is the fair value of the replicating portfolio of options as of the **Performance Lock Date** adjusted for withdrawals and reallocations.

## PURCHASING YOUR ANNUITY

### REQUIREMENTS FOR PURCHASING THE ANNUITY

**We may apply certain limitations, restrictions, and/or underwriting standards as a condition of our issuance of an Annuity and/or acceptance of Purchase Payments. The current limitations, restrictions and standards are described below. We may change these limitations, restrictions and standards in the future.**

**Initial Purchase Payment:** An initial Purchase Payment is considered the first Purchase Payment received by us in Good Order and in an amount sufficient to issue your Annuity. This is the payment that issues your Annuity. All additional Purchase Payments allocated to the Annuity will be considered subsequent Purchase Payments. Unless we agree otherwise and subject to our rules, the Annuity has a required minimum initial Purchase Payment of $25,000.

We must approve any initial and subsequent Purchase Payments where the total amount of Purchase Payments equals $1,000,000 or more with respect to the Annuity including any other Annuity you are purchasing from us (or that you already own) and/or our affiliates. To the extent allowed by New York law, that required approval also will apply to a proposed change of owner of the Annuity, if as a result of the ownership change, total Purchase Payments with respect to the Annuity and all other Annuity owned by the new Owner would equal or exceed that $1,000,000 threshold. We may limit subsequent Purchase Payments under other circumstances, as explained in “Subsequent Purchase Payments,” below.

Applicable laws designed to counter terrorists and prevent money laundering might, in certain circumstances, require us to block an Owner’s ability to make certain transactions, and thereby refuse to accept Purchase Payments or requests for partial withdrawals, surrenders, total withdrawals, death benefits, or Annuity payments until instructions are received from the appropriate regulator. We also may be required to provide additional information about you and your Annuity to government regulators.

Except as noted below, Purchase Payments must be submitted by check drawn on a U.S. bank, in U.S. dollars, and made payable to Pruco Life of New Jersey. Purchase Payments may also be submitted via 1035 exchange or direct transfer of funds. Under certain circumstances, Purchase Payments may be transmitted to Pruco Life of New Jersey by wiring funds through your Financial Professional’s broker-dealer firm. Subsequent Purchase Payments may also be applied to your Annuity under an electronic funds transfer, an arrangement where you authorize us to deduct money directly from your bank account. We may reject any payment if it is received in an unacceptable form. Our acceptance of a check is subject to our ability to collect funds.

Once we accept your application, we allocate your Purchase Payment, upon receipt, in your Annuity according to your instructions. You can allocate Purchase Payments to one or more available Index Strategies and Variable Investment Sub-accounts.

We are required to allocate your initial Purchase Payment within two (2) Valuation Days after we receive the Purchase Payment in Good Order at our Service Center. If we do not have all the required information to allow us to issue your Annuity, we may retain the Purchase Payment while we try to reach you or your representative to obtain all of our requirements. If we are unable to obtain all of our required information within five (5) Valuation Days, we are required to return the Purchase Payment to you at that time, unless you specifically consent to our retaining the Purchase Payment while we gather the required information. Once we obtain the required information, we will invest the Purchase Payment and issue an Annuity within two (2) Valuation Days.

With respect to your initial Purchase Payment that is pending investment in our Separate Accounts, we may hold the amount temporarily in a suspense account and we may earn interest on such amount. You will not be credited with interest during that period. The monies held in the suspense account may be subject to claims of our general creditors. Also, the Purchase Payment will not be reduced nor increased due to market ups and downs during that period.

As permitted by applicable law, the broker-dealer firm through which you purchase your Annuity may forward your initial Purchase Payment to us prior to approval of your purchase by a registered principal of the firm. Once your purchase is approved by the firm, we will process your initial Purchase Payment as described above. These arrangements are subject to a number of regulatory requirements, including that customer funds will be deposited in a segregated bank account and held by the insurer until such time that the insurer is notified of the firm’s principal approval and is provided with the application, or is notified of the firm principal’s rejection. In addition, the insurer must promptly return the customer’s funds at the customer’s request prior to the firm’s principal approval or upon the firm’s rejection of the application.

**Allocation of Purchase Payments**

**Initial Purchase Payment(s)**

Issuance of an Annuity represents our acceptance of an initial Purchase Payment. On the Issue Date, we allocate all or part of your initial Purchase Payment to the Transfer Account, Index Strategy(ies) and/or the Variable Sub-accounts we make available, according to your instructions. No interest accrues or is paid on funds in the Transfer Account. Allocations must be made in whole percentages and must equal 100%.

You can elect on your application (1) to start your Index Strategies on the Issue Date, (2) defer the portion of your initial Purchase Payment you intend to allocate to any Index Strategy for up to 45 days from your Application Sign Date or (3) defer your initial Purchase Payment to a specified date. Alternatively, you may allocate 100% of your initial Purchase Payment to the Variable Sub-accounts. Upon receipt of all paperwork, we require in Good Order and the initial Purchase Payment, if you elect to defer your allocation to the Index Strategies, that portion of your initial Purchase Payment will be allocated to the Transfer Account. The Account Value in the Transfer Account will then be reallocated to the Index Strategies you selected on the application, if that date is within the Transfer Account Period.

If there is Account Value allocated to the Transfer Account at the end of the Transfer Account Period, without instructions those funds will be transferred to the Holding Account. If there is no Account Value allocated to the Transfer Account on the last Valuation Day of the Transfer Account Period, no transfer will occur.

If the Index Effective Date is not a Valuation Day, the initial index value for the Index Effective Date will be the following Valuation Day that the Index is calculated and published.

An Index Effective Date can be any calendar date except February 29th.

If you choose to only allocate your initial Purchase Payment to Variable Investment Sub-accounts and not elect allocation to the Index Strategies (either at contract issue or at the end of the Transfer Account Period), you can transfer to the Index Strategies at a future date of your choosing, which would then establish the Index Effective Date and subsequent Index Anniversary Date.

**Subsequent Purchase Payment(s)**

Subsequent Purchase Payments received on an Index Anniversary Date may be used to start a new Index Strategy. Subsequent Purchase Payment(s) received between Index Anniversary Dates will be allocated to the Variable Investment Sub-accounts as instructed by the Owner. If you do not provide any instructions, the subsequent Purchase Payment(s) will be placed in the Holding Account. The Purchase Payment(s) may be transferred to an Index Strategy on the next Index Anniversary Date or may be transferred among the available Variable Investment Sub-accounts at any time. See Reallocation/Transfer Guidelines in the "Managing Your Account Value" section below.

**Rate Determination**

In order for you to receive the rates associated with the Index Strategies reflected on the rate sheet found on our website at, your Annuity Application Sign Date must be on or after the date set forth on the rate sheet and before a new rate sheet is established. From your Application Sign Date, we must also receive your paperwork in Good Order within 15 calendar days, and the Index Effective Date must be within 45 calendar days from your Application Sign Date. If these conditions are not met, and you decide to proceed with the purchase of the Annuity, you will receive the Index Strategy rates that are in effect on your Index Effective Date. Under certain circumstances we may waive these conditions or extend these time periods in a nondiscriminatory manner.

**Holding Account.** The Holding Account is the PSF PGIM Government Money Market Sub-account. The Holding Account will be used for subsequent Purchase Payments received between Index Anniversaries if you provided no other instructions for the Purchase Payment in any other available Variable Investment Sub-account. Since you may only allocate to the Index Strategies on Index Anniversaries, subsequent Purchase Payments will remain in the Holding Account (or Variable Investment Sub-account(s) of your choosing) until an Index Anniversary Date where they may be reallocated to the Index Strategies.

**Subsequent Purchase Payments:** The minimum amount allocable to any Index Strategy is $2,000, and the minimum amount allocable to any Variable Investment Sub-account is $20. Currently you may make subsequent Purchase Payments, provided that the payment is at least $100 ($50 minimum for electronic funds transfer ("EFT") purchases).

You may make subsequent Purchase Payments, at any time before the earlier of (i) the Annuity Date and (ii) the oldest Owner's 86th birthday (the Annuitant's 86th birthday, if the Annuity is owned by an entity). We will allow Purchase Payments at least prior to the first anniversary of the Issue Date regardless of the oldest Owner's age, unless otherwise required by applicable law or regulation to maintain the tax status of the Annuity. No subsequent Purchase Payments are allowed if the Annuity is held as a Beneficiary Annuity. We will apply any subsequent Purchase Payment as of

the Valuation Day that we receive it at our Service Center in Good Order. If you have not provided allocation instructions with an subsequent Purchase Payment, we will allocate the Purchase Payment to the Holding Account.

**We reserve the right to limit, suspend or reject any subsequent Purchase Payment, but would do so only on a non-discriminatory basis if:** (i) market and/or economic conditions decline to a point where the yield on investments or the cost and availability of hedging options to support the replication of the index strategy credits does not allow us to support the guarantees of the Annuity; or (ii) we offer a modified version of this Contract for new business; or (iii) we no longer make the Contract available for new business.

When you purchase the Annuity and determine the amount of your initial Purchase Payment, you should consider the fact that we may suspend, reject or limit subsequent Purchase Payments at some point in the future. Depending on the tax status of your Annuity (e.g., if you own the Annuity through an IRA), there may be annual contribution limits dictated by applicable law. Please see "Tax Considerations" in the [Variable Sub-account Prospectus] for additional information on these contribution limits.

Subsequent Purchase Payments may also be limited if the total Purchase Payments under the Annuity and other Annuity equals or exceeds $1,000,000.00, as described in more detail in the "Initial Purchase Payment" section above. Should you request a transaction that would leave less than the minimum Variable Sub-account amount or the minimum Index Strategy amount, we may, to the extent permitted by law, add the balance of your Account Value in the applicable Allocation Option to the transaction and close out your balance in the Allocation Option.

**RIGHT TO CANCEL**

You may cancel (or "Free Look") your Annuity for a refund by notifying us in Good Order or by returning the Annuity to our Service Center or to the representative who sold it to you within 10 days after you receive it (or such other period as may be required by applicable law). The Annuity can be mailed or delivered either to us, at our Service Center, or to the representative who sold it to you. Return of the Annuity by mail is effective on being postmarked, properly addressed and postage prepaid. If the Annuity is a replacement contract, you may cancel your Annuity using the same method within sixty days beginning on the date the contract is received by the owner.

Subject to New York law, the amount of the refund will equal the Account Value on the date this Annuity is mailed to our Service Office or the representative who sold it to you, plus any fees, charges or Tax Charges deducted from the Purchase Payment upon allocation to the Annuity or imposed under the Annuity.

## MANAGING YOUR ACCOUNT VALUE

TRANSFER AND REALLOCATION GUIDELINES

**Transfers from the Index Strategy(ies) to the Variable Sub-Accounts are not permissible at any time during the life of the Annuity.**

You may transfer Account Value between Variable Investment Sub-accounts at any time subject to the restrictions outlined in the [Variable Sub-account Prospectus]. On each Index Anniversary Date, you may reallocate Account Value allocated to Variable Investment Sub-accounts and any Index Strategy(ies) that has reached an Index Strategy End Date into any available Index Strategy. Additionally, for Index Strategy(ies) where a Performance Lock has occurred, transfers to new Index Strategy(ies) may also occur on any Index Anniversary Date.

For any Index Strategy(ies) where a Performance Lock has occurred, if you reallocate a portion of your Performance Lock Value on an Index Anniversary Date that is not an Index Strategy End Date, the remaining Performance Lock Value will be adjusted proportionally by a reduction in the Interim Value of the partial reallocation. If you reallocate your entire Performance Lock Value on an Index Anniversary Date that is not an Index Strategy End Date, we will transfer the entire Performance Lock Value and the resulting Index Strategy will become available for a new Performance Lock Request.

For multi-year Index Strategy Terms, if you would like to reallocate all or a portion of the Performance Lock Value on an Index Anniversary Date, the Performance Lock must be executed at least 1 Valuation Day prior to that Index Anniversary Date. If an automatic Performance Lock occurs on an Index Anniversary Date that is not an Index Strategy End Date, then a reallocation will not be able to occur until the next Index Anniversary Date.

We will notify you in advance of any Index Anniversary Date. Upon receipt of your instructions in Good Order for reallocation of the Account Value to or from an Index Strategy, we will process the reallocation on the Index Anniversary Date. If we do not receive instructions from you in Good Order prior to the Index Anniversary Date, the Account Value in any Index Strategy that has reached the Index Strategy End Date will automatically be allocated to the same Index Strategy and Index Strategy Term without the Performance Lock. If the same Index Strategy is no longer available, or the Index Strategy Term goes beyond the Maximum Annuity Date, the Account Value in any Index Strategy that has reached the Index Strategy End Date will automatically be allocated to the Holding Account.

You will be able to make reallocation selections via mail, phone, and through online access or any other media that we make available.

The minimum required amount allocated to any Index Strategy is $2,000. The minimum required amount allocated to any Variable Investment Sub-account is $20.

The table below shows when transfers to or from Variable Sub-accounts and Index Strategies are permitted. The Interim Value rules do not apply to these transfers.

| From Account | To Account | Any Time | Index Effective Date (includes subsequent Index Anniversary Dates) | Index Strategy End Date |
|---|---|---|---|---|
| Variable Investment Sub-account (including Holding Account) | Variable Investment Sub-account (including Holding Account) | X | | |
| Variable Investment Sub-account (including Holding Account) | Index Strategy | | X | X |
| Index Strategy | Index Strategy | | | X* |

*If a Performance Lock has occurred, you can make a full transfer to a new Index Strategy on an Index Anniversary Date without the Interim Value applying.

**Default Reallocations/Transfers**

If you do not respond to the Reallocation Notice, any Index Strategy that has reached an Index Strategy End Date will automatically renew into the same Index Strategy. If the same Index Strategy is no longer available, the funds associated with the closed Index Strategy will be transferred to the Holding Account, where they may be allocated among the Variable Investment Sub-accounts or into another Index Strategy on the next Index Anniversary Date.

We reserve the right to stop offering any Index Strategy when economic conditions cause the yield on investments and/or the cost or availability of options to not allow the company to support the guarantees in the Annuity.

**FINANCIAL PROFESSIONAL PERMISSION TO FORWARD TRANSACTION INSTRUCTIONS**

If you have provided the necessary authorization on the application for your Annuity, the individual who signed the application for your Annuity may forward instructions regarding the allocation of your Account Value, and request financial transactions involving Variable Investment Sub-accounts and Index Strategies. We refer to this person as your Financial Professional. We will follow all instructions received from authorized persons in the order in which we receive them. If your Financial Professional has this authority, we deem that all such transactions that are directed by your Financial Professional, as applicable, with respect to your Annuity have been authorized by you. You will receive a confirmation of any financial transaction involving your Annuity. 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 addition, we may restrict the Variable Investment Sub-accounts and Index Strategies available for transfers or allocation of Purchase Payments by such Financial Professional. We will notify you and your Financial Professional if we implement any such restrictions or prohibitions.

We may also require that your Financial Professional transmit all financial transactions using the electronic trading functionality available through our website (www.prudential.com). Limitations that we may impose on your Financial Professional under the terms of an administrative agreement (e.g., a custodial agreement) do not apply to financial transactions requested by an Owner on his or her own behalf, except as otherwise described in this prospectus.

## ACCESS TO ACCOUNT VALUE

### TYPES OF DISTRIBUTIONS AVAILABLE TO YOU

During the Savings Stage you can access your Account Value through partial withdrawals, systematic withdrawals, and where required for tax purposes, Required Minimum Distributions. You can also surrender your Annuity at any time. Depending on your instructions, we may deduct a portion of the Account Value being withdrawn or surrendered as a CDSC. If you surrender your Annuity, in addition to any CDSC, we may deduct any Tax Charge that applies. **If a withdrawal is taken from an Index Strategy before the Index Strategy End Date, the withdrawal will be based on the Interim Value. See "Interim Value" for more information**. Certain amounts may be available to you each Annuity Year that are not subject to a CDSC. These are called "Charge Free Withdrawals." Unless you notify us differently as permitted, partial withdrawals will be deducted first from any Variable Investment Sub-accounts on a proportional basis. Only when the Variable Investment Sub-accounts have been depleted will any remaining withdrawal amount be deducted next from the Transfer Account, if applicable, and then from the Index Strategies, also on a proportional basis. The Owner can also request self-directed withdrawals from Variable Investment Sub-accounts and Index Strategies of their choosing. Each of these types of distributions is described more fully below.

### PARTIAL WITHDRAWALS AND INTERIM VALUE OF INDEX STRATEGIES

Any time a partial withdrawal occurs between Index Strategy Start and End Dates, the Index Strategy Base will be reduced in the same proportion that the total withdrawal reduced the Interim Value. A proportional reduction in your Index Strategy Base could be larger than the dollar amount of the withdrawal when the Index Strategy Base is greater than the Interim Value. Here are examples where the Index Strategy Base is less than the Interim Value and then exceeds the Interim Value:

**Example 1:**
Index Strategy Start Date: 9/1/2019
Index Strategy Base: $50,000

Withdrawal Date: 3/1/2020
Interim Value: $70,000
Withdrawal: $50,000 gross

Withdrawal divided by Interim Value: $50,000 / $70,000 = 71.429%
Index Strategy Base Adjustment Amount: $50,000 x 71.429% = $35,714.29
Index Strategy Base after Withdrawal: $50,000 - $35,714.29 = $14,285.71

**Example 2:**
Index Strategy Base: $14,285.71

Withdrawal Date: 5/1/2020
Interim Value: $14,000
Withdrawal: $14,000 gross

Withdrawal divided by Interim Value: $14,000 / $14,000 = 100%
Index Strategy Base Adjustment Amount: $14,285.71 x 100% = $14,285.71
Index Strategy Base after Withdrawal: $0

### CHARGE FREE WITHDRAWAL AMOUNTS

The Charge Free Withdrawal amount is the amount that can be withdrawn from your Annuity each Annuity Year without the application of any CDSC. The Charge Free Withdrawal amount during each Annuity Year is equal to 10% of all Purchase Payments that are currently subject to a CDSC. Withdrawals made within an Annuity Year reduce the Charge Free Withdrawal amount available for the remainder of the Annuity Year. If you do not make a Charge Free Withdrawal during an Annuity Year, you are not allowed to carry over the Charge Free Withdrawal amount to the next Annuity Year.

- The Charge Free Withdrawal amount is not available if you choose to surrender your Annuity. Amounts withdrawn as a Charge Free Withdrawal do not reduce the amount of CDSC that may apply upon a subsequent withdrawal or surrender of your Annuity.

- You can also make partial withdrawals in excess of the Charge Free Withdrawal amount. The minimum partial withdrawal you may request is $100.

**Example.** This example assumes that no withdrawals have previously been taken.

On January 3rd, to purchase your Annuity, you make an initial Purchase Payment of $25,000.

On January 3rd of the following calendar year, you make a subsequent Purchase Payment to your Annuity of $10,000.

- Because in Annuity Year 1 your initial Purchase Payment of $25,000 is still within the CDSC schedule (see "Annuity Owner Transaction Expenses"), your Charge Free Withdrawal amount in Annuity Year 1 equals $25,000 × 0.10, or $2,500.
- Because in Annuity Year 2 both your initial Purchase Payment of $25,000 and your subsequent Purchase Payment of $10,000 are still within the CDSC schedule (see "Annuity Owner Transaction Expenses"), your Charge Free Withdrawal amount in Annuity Year 2 equals $25,000 × 0.10, plus $10,000 × 0.10, or $2,500 + $1,000 for a total of $3,500.

To determine if a CDSC applies to partial withdrawals, we first determine if you have previously withdrawn all Purchase Payments. If so, no CDSC applies. If you have not previously withdrawn all Purchase Payments, we:

1. First determine what, if any, amounts qualify as a Charge Free Withdrawal. These amounts are not subject to the CDSC.
2. Next determine what, if any, remaining amounts are in excess of the Charge Free Withdrawal amount. These amounts will be treated as withdrawals of Purchase Payments, as described in "Fees, Charges and Deductions – Contingent Deferred Sales Charge ("CDSC")" earlier in this prospectus. These amounts may be subject to the CDSC. Purchase Payments are withdrawn on a first-in, first-out basis.
3. Withdraw any remaining amounts from other Surrender Value.

Your withdrawal will include the amount of any applicable CDSC. You can request a partial withdrawal as either a "gross" or "net" withdrawal. In a "gross" withdrawal, you request a specific withdrawal amount, with the understanding that the amount you actually receive is reduced by any applicable CDSC or tax withholding. Therefore, you may receive less than the dollar amount you specify. In a "net" withdrawal, you request a withdrawal for an exact dollar amount, with the understanding that any applicable deduction for CDSC or tax withholding is taken from your remaining Account Value. Therefore, a larger amount may be deducted from your Account Value than the amount you specify. If you do not provide instruction on how you want the withdrawal processed, we will process the withdrawal as a gross withdrawal. We will deduct the partial withdrawal from your Account Value in accordance with your instructions.

**SYSTEMATIC WITHDRAWALS DURING THE SAVINGS STAGE**

Our systematic withdrawal program is an administrative program designed for you to withdraw a specified amount from your Annuity on an automated basis at the frequency you select. This program is available to you at no additional charge. We may cease offering this program or change the administrative rules related to the program at any time on a non-discriminatory basis.

You may not have a systematic withdrawal program, as described in this section, if you are receiving substantially equal periodic payments under Sections 72(t) and 72(q) of the Code or Required Minimum Distributions.

You may terminate your systematic withdrawal program at any time. Ownership changes to, and assignment of, your Annuity will terminate any systematic withdrawal program on the Annuity as of the effective date of the change or assignment. Requesting partial withdrawals while you have a systematic withdrawal program may also terminate your systematic withdrawal program as described below.

Systematic withdrawals can be made from your Account Value allocated to the Variable Investment Sub-accounts or Index Strategies. Please note that systematic withdrawals may be subject to ordinary income tax, 10% additional tax for withdrawals taken prior to age 59 ½, and Contingent Deferred Sales Charges. We will determine whether a CDSC applies and the amount in the same way as we would for a partial withdrawal. **In addition, systematic withdrawals taken from an Index Strategy before the Index Strategy End Date will be based on the Interim Value. Please see "Interim Value" for more information. Any time a systematic withdrawal occurs before the Index Strategy End Date, the Index Strategy Base will also be reduced in the same proportion that the total withdrawal reduced the Interim Value.**

The minimum amount for each systematic withdrawal is $100. If any scheduled systematic withdrawal is for less than $100 (which may occur under a program that provides payment of an amount equal to the earnings in your Annuity for the period requested), we may postpone the withdrawal and add the expected amount to the amount that is to be withdrawn on the next scheduled systematic withdrawal.

In the absence of instructions, systematic withdrawals will be taken on a proportional basis from all Variable Investment Sub-accounts until the Variable Investment Sub-accounts have been depleted, next from the Transfer Account, if applicable, and then they will be taken proportionally from all the Index Strategies.

**SYSTEMATIC WITHDRAWALS UNDER SECTIONS 72(t)/72(q) OF THE INTERNAL REVENUE CODE**

If your Annuity is used as a funding vehicle for certain retirement plans that receive special tax treatment under Sections 401, 403(b), 408 or 408A of the Code, Section 72(t) of the Code may provide an exception to the 10% additional tax on distributions made prior to age 59 $^1/_2$ if you elect to receive distributions as a series of "substantially equal periodic payments." For Annuities issued as nonqualified Annuities, the Code may provide a similar exemption from additional tax under Section 72(q) of the Code. Systematic withdrawals under Sections 72(t)/72(q) may be subject to a CDSC. **In addition, systematic withdrawals under Sections 72(t)/72(q) taken from an Index Strategy before the Index Strategy End Date will be based on the Interim Value. Please see "Interim Value" for more information. Any time a systematic withdrawal occurs before the Index Strategy End Date, the Index Strategy Base will also be reduced in the same proportion that the total withdrawal reduced the Interim Value.** To request a program that complies with Sections 72(t)/72(q), you must provide us with certain required information in writing on a form acceptable to us. We may require advance notice to allow us to calculate the amount of 72(t)/72(q) withdrawals. There is no minimum Surrender Value we require to allow you to begin a program for withdrawals under Sections 72(t)/72(q). The minimum amount for any such withdrawal is $100 and payments may be made monthly, quarterly, semi-annually or annually.

You may also annuitize your Annuity and begin receiving payments for the remainder of your life (or life expectancy) as a means of receiving income payments before age 59$^1/_2$ that are not subject to the 10% additional tax.

Please note that if a withdrawal under Sections 72(t) or 72(q) is scheduled between the last Valuation Day prior to December 25$^{th}$ and December 31$^{st}$ of a given year, then we will implement the withdrawal on the last Valuation Day prior to December 25$^{th}$ of that year.

**REQUIRED MINIMUM DISTRIBUTIONS**

Required Minimum Distributions are a type of systematic withdrawal we allow to meet distribution requirements under Sections 401, 403(b) or 408 of the Code. Required Minimum Distribution rules do not apply to Roth IRAs during the Owner's lifetime. Under the Code, you may be required to begin receiving periodic amounts from your Annuity. In such case, we will allow you to make systematic withdrawals in amounts that satisfy the minimum distribution rules under the Code. We do not assess a CDSC (if applicable) on Required Minimum Distributions from your Annuity if you are required by law to take such Required Minimum Distributions from your Annuity at the time it is taken, provided the amount withdrawn is the amount we calculate as the Required Minimum Distribution and is paid out through a program of systematic withdrawals that we make available. However, a CDSC (if applicable) may be assessed on that portion of a systematic withdrawal that is taken to satisfy the Required Minimum Distribution rules in relation to other savings or investment plans under other qualified retirement plans. **In addition, Required Minimum Distribution withdrawals taken from an Index Strategy before the Index Strategy End Date will be based on the Interim Value. Please see "Interim Value" for more information. Any time a Required Minimum Distribution withdrawal occurs before the Index Strategy End Date, the Index Strategy Base will also be reduced in the same proportion that the total withdrawal reduced the Interim Value.**

The amount of the Required Minimum Distribution for your particular situation may depend on other Annuity, savings or investments. We will only calculate the amount of your Required Minimum Distribution based on the value of your Annuity. We require three (3) days advance written notice to calculate and process the amount of your payments. You may elect to have Required Minimum Distributions paid out monthly, quarterly, semi-annually or annually. The $100 minimum amount that applies to systematic withdrawals applies to monthly Required Minimum Distributions but does not apply to Required Minimum Distributions taken out on a quarterly, semi-annual or annual basis.

If you choose to take your Required Minimum Distribution from this Annuity, unless we receive other instructions from you, we will take each Required Minimum Distribution first on a proportional basis from the Variable Investment Sub-accounts in which your Account Value is allocated. Once the Account Value in all Variable Investment Sub-accounts has been depleted, we will deduct any remaining Required Minimum Distribution next from the Transfer Account, if applicable, and then on a proportional basis from the Index Strategy in which you have Account Value allocated. If the amount of the Required Minimum Distribution reduces your Account Value below $5,000, we may treat the distribution as a full Surrender of the Annuity. After the Annuity Date, we will view the annuity payments as your Required Minimum Distributions with respect to the Annuity.

You may also annuitize your Annuity and begin receiving payments for the remainder of your life (or life expectancy) as a means of receiving income payments and satisfying the Required Minimum Distribution rules under the Code.

In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, in our sole discretion and 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 as described herein.

**Please note that if a Required Minimum Distribution is scheduled between the last Valuation Day prior to December 25th and December 31st of a given year, then we will process the Required Minimum Distribution on the last Valuation Day prior to December 25th of that year.**

## SURRENDERS

### SURRENDER VALUE

During the Savings Stage you can surrender your Annuity at any time and will receive the Surrender Value. Upon surrender of your Annuity, you will no longer have any rights under the surrendered Annuity. Your Surrender Value is equal to the Account Value less any applicable CDSC, and any applicable Tax Charges.

We apply as a threshold, in certain circumstances, a minimum Surrender Value of $5,000. We will not allow you to take any withdrawals that would cause your Annuity's Account Value, after taking the withdrawal, to fall below the minimum Surrender Value. See "Annuity Options" later in this prospectus for information on the impact of the minimum Surrender Value at annuitization.

**Your Surrender Value taken from an Index Strategy before the Index Strategy End Date will be based on the Interim Value. Please see "Interim Value" for more information.**

### MEDICALLY-RELATED SURRENDERS

You may request to surrender all or part of your Annuity prior to the Annuity Date without application of any otherwise applicable CDSC upon occurrence of a medically-related "Contingency Event" as described below (a "Medically-Related Surrender").

If you request a full surrender under the Medically-Related Surrender provision, the amount payable will be your Account Value as of the date we receive, in Good Order, your request to surrender your Annuity. For a Medically-Related Surrender taken from an Index Strategy before the Index Strategy End Date, the surrender will be based on the Interim Value. Although a CDSC will not apply to qualifying Medically-Related Surrenders, please be aware that a withdrawal from the Annuity before you have reached age 59 ½ may be subject to a 10% additional tax and other tax consequences – see "Tax Considerations" in the [Variable Sub-account Prospectus].

This waiver of any applicable CDSC is subject to our rules in place at the time of your request, which currently include but are not limited to the following:

- If the Owner is an entity, the Annuitant must have been named or any change of Annuitant must have been accepted by us, prior to the "Contingency Event" described below in order to qualify for a Medically-Related Surrender;
- If the Owner is an entity, the Annuitant must be alive as of the date we pay the proceeds of such surrender request;
- If the Owner is one or more natural persons, all such Owners must also be alive at such time;
- We must receive satisfactory proof of the Owner's (or the Annuitant's if entity-owned) confinement in a Medical Care Facility or Terminal Illness in writing on a form satisfactory to us;
- No subsequent Purchase Payments can be made to the Annuity; and
- Proceeds will only be sent by check or electronic fund transfer directly to the Owner (or the Annuitant, in certain cases, if entity-owned).

We reserve the right to impose a maximum amount of a Medically-Related Surrender (equal to $500,000), but we do not currently impose that maximum. That is, if the amount of a partial medically-related withdrawal request, when added to the aggregate amount of Medically-Related Surrenders you have taken previously under the Annuity and any other Annuity we and/or our affiliates have issued to you exceeds that maximum amount, we reserve the right to treat the amount exceeding that maximum as not an eligible Medically-Related Surrender. A "Contingency Event" occurs if the Owner (or Annuitant if entity-owned) is:

- first confined in a "Medical Care Facility" after the Issue Date and while the Annuity is in force, remains confined for at least 90 consecutive days, and remains confined on the date we receive the Medically-Related Surrender request at our Service Center; or
- first diagnosed as having a "Terminal Illness" after the Issue Date and while the Annuity is in force. We may require a second or third opinion by a licensed physician chosen by us regarding a diagnosis of Terminal Illness. We will pay for any such second or third opinion.

"Terminal Illness" means a condition (a) diagnosed by a licensed physician; and (b) that is expected to result in death of the patient within 24 months after the diagnosis. "Medical Care Facility" means a facility operated and licensed pursuant to the laws of any United States jurisdiction providing medically necessary in-patient care, which is (a) prescribed by a licensed physician in writing; (b) recognized as a general hospital or long-term care facility by the proper authority of the United States jurisdiction in which it is located; (c) recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; and (d) certified as a hospital or long-term care facility; or (e) a nursing home licensed by the United States jurisdiction in which it is located and offers the services of a Registered Nurse (RN) or Licensed Practical Nurse (LPN) 24 hours a day that maintains control of all prescribed medications dispensed and daily medical records.

## DEATH BENEFITS

### TRIGGERS FOR PAYMENT OF THE DEATH BENEFIT

The Annuity provides a Death Benefit prior to Annuitization. If the Annuity is owned by one or more natural persons, the Death Benefit is payable upon the death of the Owner (or the first to die, if there are multiple Owners). If a Contingent Annuitant was designated before an Annuitant's death and the Annuitant dies, and the Contingent Annuitant is the spouse, then the spouse Contingent Annuitant may choose to become the Annuitant and continue the contract, in which case a Death Benefit will not be paid or elect to receive the Death Benefit. If a Nonqualified Annuity is owned by an entity (for example, a non-natural person), the Death Benefit is payable upon the first Annuitant's death. A Death Benefit is payable only if your Account Value at the time of the Decedent's death is greater than zero. **Death claims taken from an Index Strategy before the Index Strategy End Date will be based on the Interim Value. See "Interim Value" for more information.**

Where an Annuity is issued to a trust, and such trust is characterized as a grantor trust under the Code, such Annuity shall not be considered to be held by a non-natural person and will be subject to the tax reporting and withholding requirements generally applicable to a Nonqualified Annuity held by a natural person. At this time, we will not issue an Annuity to grantor trusts with more than two grantors.

You may name as the Owner of the Annuity a grantor trust with one grantor only if the grantor is designated as the Annuitant. You may name as the Owner of the Annuity, subject to state availability, a grantor trust with two grantors only if the oldest grantor is designated as the Annuitant. We will not issue the Annuity to grantor trusts with more than two grantors. If co-grantors are named, the second grantor may be designated as Joint Annuitant. If a non-Annuitant co-grantor passes away, then the Death Benefit will not be payable.

We determine the amount of the Death Benefit as of the date we receive Due Proof of Death of the Decedent. Any given Beneficiary must submit the written information we require in order to be paid his/her share of the Death Benefit.

Once we have received Due Proof of Death, each eligible Beneficiary may take his/her portion of the Death Benefit in one of the forms described in this prospectus under "Payment of Death Benefits" below.

After our receipt of Due Proof of Death, we automatically transfer any remaining Death Benefit to the Holding Account. However, between the date of death and the date that we transfer any remaining Death Benefit to the Holding Account, ***the amount of the Death Benefit is subject to market ups and downs (net of the Insurance Charge).***

**COMMON DISASTER** -- If an Owner and a Beneficiary die in a common disaster, it must be proved to our satisfaction that the Owner died first and the Beneficiary survived the Owner(s) (or Annuitant if entity owned) by at least 30 days. In this situation, the Death Benefit proceeds will be payable to the Beneficiary's estate upon our receipt of Due Proof of Death of the Decedent. When there is insufficient evidence to determine the order of death, then, unless prohibited by law, we will deem the Owner to have survived the Beneficiary.

If: (a) the Owner is an entity; (b) no Contingent Annuitant or Joint Annuitant has been designated, we will deem the Annuitant to be the last survivor and pay the proceeds to any remaining Beneficiary, or if none, to any remaining contingent Beneficiary, or if none, to the Owner.

### THE RETURN OF PURCHASE PAYMENTS DEATH BENEFIT

The Annuity provides a Death Benefit called the Return of Purchase Payments Death Benefit and will be attached to your Annuity contract once issued.

The amount of the Death Benefit under the Return of Purchase Payments Death Benefit is equal to the greater of:

- The Return of Purchase Payments Amount, defined below; and
- The Account Value on the date we receive Due Proof of Death.

#### Calculation of the Return of Purchase Payments Amount

Initially, the Return of Purchase Payment amount is equal to the sum of all Purchase Payments allocated to the Annuity on its Issue Date. Thereafter, the Return of Purchase Payments Amount is:

- Increased by subsequent Purchase Payments allocated to the Annuity, and
- Reduced for any partial withdrawals. A withdrawal will cause a proportional reduction to the Return of Purchase Payments Amount equal to the ratio of the amount of the withdrawal to the Account Value immediately prior to the withdrawal.

**The proportional reduction in the Return of Purchase Payments Amount could be less or greater than the actual withdrawal based upon the level of the Account Value. If the Account Value exceeds the Return of Purchase Payments Amount prior to the withdrawal, then the**

**impact on the Return of Purchase Payments Amount would be less than the reduction in the Account Value. If the Return of Purchase Payments Amount exceeds the Account Value prior to the withdrawal, then the impact on the Return of Purchase Payments Amount would exceed the reduction in the Account Value. This is outlined in the below examples.**

**Example 1:**
Return of Purchase Payments Amount: $100,000
Gross Withdrawal: $18,000
Account Value at time of Withdrawal: $118,000
Return of Purchase Payments Amount Reduction Percent for Withdrawal: 15.25% ($18,000/$118,000)
Return of Purchase Payments Amount after Withdrawal: $84,750 ($100,000*(1 - 15.25%))

**Example 2:**
Return of Purchase Payments Amount: $100,000
Gross Withdrawal: $18,000
Account Value at time of Withdrawal: $90,000
Return of Purchase Payments Amount Reduction Percent for Withdrawal: 20% ($18,000/$90,000)
Return of Purchase Payments Amount after Withdrawal: $80,000 ($100,000 *(1- 20%))

**EXCEPTIONS TO THE RETURN OF PURCHASE PAYMENT AMOUNT:** There are certain exceptions to the amount of the Death Benefit under the Return of Purchase Payments Death Benefit.

**Submission of Due Proof of Death after One Year.** If we receive Due Proof of Death more than one year after the date of death, we reserve the right to limit the Death Benefit to the Account Value on the date we receive Due Proof of Death. Although we do not currently limit the Death Benefit to the Account Value, if we decide to do so, the beneficiaries designated under your Annuity would receive an amount equal to the Account Value and not an amount equal to the greater of the Return of Purchase Payment amount and the Account Value.

- **Beneficiary Annuity.** With respect to a Beneficiary Annuity, the Death Benefit is triggered by the death of the beneficial Owner (or the Key Life, if entity-owned). However, if the Annuity is held as a Beneficiary Annuity, the Owner is an entity, and the Key Life is already deceased, then no Death Benefit is payable upon the death of the beneficial Owner.

**SPOUSAL CONTINUATION OF ANNUITY**

Unless you designate a Beneficiary other than your spouse, upon the death of either spousal Owner, the surviving spouse may elect to continue ownership of the Annuity instead of taking the Death Benefit payment ("Spousal Continuation") subject to our rules and subject to our receipt of Due Proof of Death. The Account Value (**which may be based on the Interim Value for amounts held in the Index Strategies**) as of the date of Due Proof of Death will be equal to the Death Benefit that would have been payable. Any amount added to the Account Value will be allocated to the Variable Investment Sub-accounts on a proportional basis or to the Holding Account if no Variable Investment Sub-accounts have value. The spouse may transfer to any of the Variable Investment Sub-accounts at any time or to a new Index Strategy on the next Index Anniversary Date. No CDSC will apply to Purchase Payments made prior to the effective date of a spousal continuance. However, any subsequent Purchase Payments applied after the date the continuance is effective will be subject to all provisions of the Annuity, including the CDSC when applicable.

Upon Spousal Continuation, the Account Value is increased to the Return of Purchase Payment Amount, if greater.

Subsequent to Spousal Continuation, the amount of the Death Benefit will be equal to the Account Value on the date we receive Due Proof of Death.

We allow a spouse to continue the Annuity even though he/she has reached or surpassed the Latest Annuity Date. However, upon such a spousal continuance, annuity payments would begin immediately. Spousal continuation is only permitted once under the Annuity.

**PAYMENT OF DEATH BENEFITS**

**Alternative Death Benefit Payment Options – Annuity owned by Individuals (not associated with Tax-Favored Plans)**

Except in the case of a Spousal Continuation as described above, upon your death, certain distributions must be made under the Non-Qualified Annuity. The required distributions depend on whether you die before you start taking annuity payments under the Annuity or after you start taking annuity payments under the Annuity. If you die on or after the Annuity Date, the remaining portion of the interest in the Annuity must be distributed at least as rapidly as under the method of distribution being used as of the date of death. In the event of the decedent's death before the Annuity Date, the Death Benefit must be distributed:

- within five (5) years of the date of death (the “five-year deadline”); or
- as a series of payments not extending beyond the life expectancy of the Beneficiary or over the life of the Beneficiary. Payments under this option must begin within one year of the date of death. If the Beneficiary does not begin installments by such time, then no partial withdrawals will be permitted thereafter and we require that the Beneficiary take the Death Benefit as a lump sum within the five-year deadline. If we do not receive instructions on where to send the payment within five-years of the date of death, the funds will be escheated.
- If the Beneficiary is the surviving spouse of the Owner, the spouse may elect to continue the Annuity.

If the Annuity is held as a Beneficiary Annuity, the payment of the Death Benefit must be distributed as a lump sum payment.

The Owner may elect the method of payment to each Beneficiary, subject to our then current rules, prior to the date of death of the decedent. When no such election is made as to a specific Beneficiary, such Beneficiary must elect the method of payment within 60 days of the date we receive all required documentation in Good Order in order to pay the Death Benefit to that Beneficiary. If no election is made within 60 days, the default will be distribution within five years of the date of death of the decedent as noted in (a) above. If the Beneficiary is the surviving spouse of the owner, the spouse may elect to continue the Annuity under (c) above.

The Owner may elect to have any amount of the proceeds due to a Beneficiary applied under any of the Annuity Options described in the “Annuity Options” section, or any other option we then make available. If you make such an election, a Beneficiary may not alter such an election. However, if you have not previously made such an election, a Beneficiary may make such an election as to the proceeds due that Beneficiary. The Beneficiary will be the “measuring life” for determining the amount of any annuity payments dependent on the continuation of life. We may require evidence satisfactory to us of the age of the measuring life prior to commencement of any annuity payments.

In the event of death on or after the Annuity Date, we distribute any payments due subsequent to an Owner’s or Annuitant’s death at least as rapidly as under the method of distribution in effect as of the date of such Owner’s or Annuitant’s death.

**Alternative Death Benefit Payment Options – Annuity Held by Tax-Favored Plans**

Upon your death under an IRA or Roth IRA, any remaining interest must be distributed in accordance with federal income tax requirements. The post-death distribution requirements were amended, applicable generally with respect to deaths occurring after 2019, by the Further Consolidated Appropriations Act of 2020 (which includes the "Setting Every Community Up for Retirement Enhancement" Act (SECURE Act)) and further clarified by the associated income tax regulations. The post-death distribution requirements under prior law continue to apply in certain circumstances.

- If you die after 2019, and 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 distributions have commenced in the form of an annuity). However, if you die on or after your required beginning date, then annual distributions will be required from the Annuity during the 10-year period. 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).

  Instead of taking distributions under the new 10-year rule, an EDB can stretch distributions over life, or over a period not extending beyond life expectancy, provided that such distributions commence within one year of your death, subject to certain special rules. In particular, if the EDB dies before the remaining interest is distributed under this stretch rule, the remaining interest must be distributed within 10 years after the EDB’s death (regardless of whether the remaining distribution period under the stretch rule was more or less than 10 years). In addition, if your minor child is an EDB, the child will cease to be an EDB on the date the child reaches the age of majority, and any remaining interest must be distributed with 10 years after that date (regardless of whether the remaining distribution period under the stretch rule was more or less than 10 years).

  It is important to note that under prior law, annuity payments that commenced under a method that satisfied the distribution requirements while the IRA owner was alive could continue to be made under that method after the death of the IRA owner. However, under the new law, if you commence taking distributions in the form of an annuity that can 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 new post-death distribution requirements.

The new post-death distribution requirements do not apply if annuity payments that comply with prior law commenced prior to December 20, 2019. Also, even if annuity payments have not commenced prior to December 20, 2019, the new requirements generally do not apply to an immediate annuity contract or a deferred income annuity contract (including a qualifying lifetime annuity contract, or "QLAC") purchased prior to that date, if you have made an irrevocable election before that date as to the method and amount of the annuity.

If your beneficiary is not an individual, such as a charity, your estate, or a trust, any remaining interest after your death generally must be distributed under prior law in accordance with the 5-year rule or the at-least-as-rapidly rule, as applicable (but not the lifetime payout rule). However, if your beneficiary is a trust and all the beneficiaries of the trust are individuals, the new law can apply pursuant to special rules that treat the beneficiaries of the trust as designated beneficiaries, including special rules allowing a beneficiary of a trust who is disabled or chronically ill to stretch the distribution of their interest over their life or life expectancy in some cases. You may wish to consult a professional tax advisor about the federal income tax consequences of your beneficiary designations.

In addition, the new post-death distribution requirements generally do not apply if the IRA owner died prior to January 1, 2020. However, if the designated beneficiary of the deceased IRA owner dies after January 1, 2020, any remaining interest must be distributed within 10 year of the designated beneficiary's death. Hence, this 10-year rule will apply to (1) a contract issued prior to 2020 which continues to be held by a designated beneficiary of an IRA owner who died prior to 2020, and (2) an inherited IRA issued after 2019 to the designated beneficiary of an IRA owner who died prior to 2020.

- *Spousal continuation.* Under the new law, as under prior law, if your beneficiary is your spouse, your surviving spouse can delay the application of the post-death distribution requirements until after your surviving spouse's death by transferring the remaining interest tax-free to your surviving spouse's own IRA, or by treating your IRA as your surviving spouse's own IRA. The election may be subject to timing limits and other requirements under the applicable income tax regulations. 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 adviser for tax advice as to your particular situation.

## ANNUITY OPTIONS

Annuitization involves converting your Account Value to an annuity payment stream, the length of which depends on the terms of the applicable annuity option. Thus, once annuity payments begin, your death benefit, if any, is determined solely under the terms of the applicable annuity payment option. We currently make annuity options available that provide fixed annuity payments only. Fixed annuity payments provide the same amount with each payment. You must annuitize your entire Account Value; partial Annuitizations are not allowed. **If you annuitize between Index Anniversary Dates, your annuity payments taken from an Index Strategy before the Index Strategy End Date will be based on the Interim Value. See "Interim Value" for more information.**

You have a right to choose your annuity start date, provided that it is no later than the first day of the calendar month next following the 95th birthday of the oldest of any Owner and Annuitant whichever occurs first, the Maximum Annuity Date, and no earlier than the earliest permissible Annuity Date. Your choice of Annuity Date and Annuity Option may be limited, depending on the tax requirements associated with your Annuity. If you do not request an earlier Annuity Date in writing, then your Annuity Date will be the Latest Annuity Date. You may choose one of the annuity options described below, and the frequency of annuity payments. Certain annuity options and/or periods certain may not be available, depending on the age of the Annuitant. You may change your choices up to 30 days before the Annuity Date. We must receive your request in Good Order.

If needed, we will require proof in Good Order of the 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.

On the Annuity Date we apply the Account Value, less any applicable Tax Charges, to the Annuity Option you select. If you have not selected an Annuity Option, the default Annuity Option will be Option 1 with a certain period of 10 years (but not to exceed the life expectancy of the Annuitant at the time the Annuity Option becomes effective, as computed under applicable IRS tables).

If the initial annuity payment would be less than $100, we will not allow you to annuitize (except as otherwise specified by applicable law). Instead, we will pay you your current Account Value in a lump sum and terminate your Annuity. Similarly, we reserve the right to pay your Account Value in a lump sum, rather than allow you to annuitize, if the Surrender Value of your Annuity is less than $5,000 on the Annuity Date.

Once annuity payments begin, your Death Benefit, if any, is determined solely under the terms of the applicable annuity payment option and you may no longer receive the Death Benefits as described below. See the "Death Benefits" section of this prospectus.

Please note that you may not annuitize under one of the Fixed Annuity Options within the first Annuity Year.

For a Beneficiary Annuity, no annuity payments are available and all references to Annuity Date are not applicable.

### Fixed Annuity Options

We currently make annuity options available that provide fixed annuity payments only.

#### Option 1

**Life Income Annuity Option with a Period Certain** - Under this option, income is payable equally monthly, quarterly, semiannually, or annually for the Annuitant's life or a period certain, subject to our then current rules, whichever is longer. 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. If an annuity option is not selected by the Annuity Date, this is the option we will automatically select for you. We will use a period certain of 10 years, or a shorter duration if the Annuitant's life expectancy at the time the annuity option becomes effective, as computed under applicable IRS tables, is less than 10 years. In addition, for qualified annuities, the period certain option may be limited to 10 years or less depending on the circumstances. If in these instances the duration of the period certain is prohibited by applicable law, then we will pay you a lump sum in lieu of this option.

#### Option 2

**Joint Life Annuity Option** - Under the joint lives option, income is payable monthly, quarterly, semiannually, or annually, as you choose, during the joint lifetime of two Annuitants, ceasing with the last payment prior to the death of the second to die of the two Annuitants. 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.

### Other Annuity Options We May Make Available

At the Annuity Date, we may make available other annuity options not described above. However, Options 1 and 2 above will always remain available. The additional options we currently offer are:

Life Annuity Option. We currently make available an annuity option that makes payments for the life of the Annuitant. Under that option, income is payable monthly, quarterly, semiannually, or annually, as you choose, until the death of the Annuitant. No additional annuity payments are made after the death of the Annuitant. No minimum number of payments is guaranteed. It is possible that only one payment will be payable if the death of the Annuitant occurs before the date the second payment was due, and no other payments nor death benefits would be payable.

Joint Life Annuity Option with a Period Certain. Under this option, income is payable monthly, quarterly, semiannually, or annually for the number of years selected (the "period certain"), subject to our current rules, and thereafter during the joint lifetime of two Annuitants, ceasing with the last payment prior to the death of the second to die of the two Annuitants. If the Annuitants' joint life expectancy is less than the period certain, we will institute a shorter period certain, determined according to applicable IRS tables. Should the two Annuitants 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 to your estate if no Beneficiary is named, until the end of the period certain.

Annuity Payments for a Period Certain: Under this option, we will make equal payments for the period chosen (the "period certain"), up to 25 years (but not to exceed the life expectancy of the Annuitant at the time the annuity option becomes effective, as computed under applicable IRS tables). The annuity payments may be made equally monthly, quarterly, semiannually, or annually, as you choose, for the fixed period. If the Owner dies before the end of the period certain, payments will continue to any surviving Owner, or if there is no surviving Owner, the named Beneficiary or your estate if no Beneficiary is named for the remainder of the period certain.

For qualified annuities, the period certain option may be limited to 10 years or less depending on the circumstances. We reserve the right to cease offering any of these other annuity options. If we do so, we will amend this prospectus to reflect the change. We reserve the right to make available other annuity options. If there is a misstatement of age or sex on which life annuity rates are calculated and we have to make a correction/adjustment to prior payments, we will use an interest rate of 0.50% to remedy any underpayments.

## ADDITIONAL INFORMATION

### Reserved Rights

In addition to rights specifically reserved elsewhere in this Annuity, we reserve the right to perform any or all of the following: (a) combine Variable Sub-account with other Variable Sub-accounts; (b) combine the Variable Separate Account(s) shown in the Annuity Schedule with other "unitized" separate accounts; (c) combine the Index Strategies Separate Account with other “non-unitized,” “non-insulated” separate accounts; (d) deregister the Variable Separate Account(s) shown in the Annuity Schedule under the Investment Company Act; (e) operate the Variable Separate Account(s) shown in the Annuity Schedule as a management investment company under the Investment Company Act or in any other form permitted by law; (f) make changes required by any change in the federal securities laws, including, but not limited to, the Securities Act, the Exchange Act, the Investment Company Act, or any changes to the Securities and Exchange Commission’s interpretation thereof; (g) make changes that are necessary to maintain the tax status of your Annuity, any optional benefit, amendment or endorsement attached hereto or any charge or distribution from your Annuity under the Code; (h) make any changes required by Federal or New York laws with respect to annuity contracts; and (i) to the extent dictated by any underlying mutual fund, impose a redemption fee or restrict transactions within any Variable Sub-account. We reserve the right to modify this Annuity to conform to applicable New York or federal law without receiving your prior consent, unless such change diminishes your overall rights and/or benefits under the previously issued contract.

We may eliminate Variable Sub-accounts, restrict or prohibit additional allocations to certain Variable Sub-accounts, or substitute one or more new underlying mutual funds or Portfolios for the one in which a Variable Sub-account is invested in which case any reference to proportional allocations would include only those Variable Sub-accounts that do not restrict or prohibit additional allocations. Substitutions may be necessary if we believe an underlying mutual fund or portfolio no longer suits the purpose of the Annuity. This may happen due to a change in laws or regulations, or a change in the investment objectives or restrictions of an underlying mutual fund or portfolio, or because the underlying mutual fund or portfolio is no longer available for investment, or for any other reason. We would obtain any regulatory prior approval. If an Index is no longer available to us, or if the manner by which the Index is determined substantially changes, we will substitute a comparable Index. We would obtain any required regulatory prior approval. We will notify you and any assignee of the substitution.

### Claims of Creditors

To the extent permitted by law, no payment or value under this Annuity is subject to the claims of your creditors or those of any other Owner, any Annuitant, or any Beneficiary.

### Deferral of Transactions

We may defer payment of any Partial Withdrawal or Surrender of the Annuity for a period not to exceed 6 months. If we defer such payment for more than ten days, we will pay interest as required by applicable New York law. Any transfer or reallocation from any Variable Sub-account will be executed in a timely manner. In no event will the transfer or reallocation exceed seven calendar days form the date the transaction is requested.

### Facility of Payment

Subject to applicable law, we reserve the right, in settlement of full liability, to make payments to a guardian, conservator or other legal representative if a payee is legally incompetent.

### Tax Reporting and Withholding

Events giving rise to such tax reporting and withholding include but are not limited to: (a) annuity payments; (b) payment of Death Benefits; (c) other distributions from the Annuity; and (d) transfers and assignments.

## WHO DISTRIBUTES ANNUITIES OFFERED BY PRUCO LIFE OF NEW JERSEY?

Prudential Annuities Distributors, Inc. (PAD), a wholly owned subsidiary of Prudential Annuities, Inc., is the distributor and principal underwriter of the Annuities offered through this prospectus. PAD acts as the distributor of a number of annuity and life insurance products and the AST Portfolios. PAD’s principal business address is One Corporate Drive, Shelton, Connecticut 06484. PAD is registered as a broker/dealer under the Securities Exchange Act of 1934 (Exchange Act) and is a member of the Financial Industry Regulatory Authority (FINRA). Each Annuity is offered on a continuous basis. PAD enters into distribution agreements with both affiliated and unaffiliated broker/dealers who are registered under the Exchange Act (collectively, “Firms”). The affiliated broker-dealer, Pruco Securities, LLC is an indirect wholly owned subsidiary of Prudential Financial that sells variable annuity and variable life insurance (among other products) through its registered representatives. Applications for each Annuity are solicited by registered representatives of the Firms. PAD utilizes a network of its own registered representatives to wholesale the Annuities to Firms. Because

the Annuities offered through this prospectus are insurance products as well as securities, all registered representatives who sell the Annuities are also appointed insurance agents of Pruco Life of New Jersey.

In connection with the sale and servicing of the Annuity, Firms may receive cash compensation and/or non-cash compensation. Cash compensation includes discounts, concessions, fees, service fees, commissions, asset-based sales charges, loans, overrides, or any cash employee benefit received in connection with the sale and distribution of variable contracts. Non-cash compensation includes any form of compensation received in connection with the sale and distribution of variable contracts that is not cash compensation, including but not limited to merchandise, gifts, travel expenses, meals and lodging.

Under the selling agreements, cash compensation in the form of commissions is paid to Firms on sales of the Annuity according to one or more schedules. The selling registered representative will receive all or a portion of the cash compensation, depending on the practice of his or her Firm. Commissions are generally based on a percentage of Purchase Payments. Alternative compensation schedules are available that generally provide a lower initial commission plus ongoing quarterly compensation based on all or a portion of Unadjusted Account Value. We may also provide cash compensation to the distributing Firm for providing ongoing service to you in relation to the Annuity. These payments may be made in the form of percentage payments based upon “Assets under Management” or “AUM,” (total assets), subject to certain criteria in certain Pruco Life of New Jersey products. These payments may also be made in the form of percentage payments based upon the total amount of money received as Purchase Payments under Pruco Life of New Jersey annuity products sold through the Firm.

In addition, in an effort to promote the sale of our products (which may include the placement of Pruco Life of New Jersey and/or the Annuity on a preferred or recommended company or product list and/or access to the Firm's registered representatives), we, or PAD, may enter into non-cash compensation arrangements with certain Firms with respect to certain or all registered representatives of such Firms under which such Firms may receive fixed payments or reimbursement. These types of fixed payments are made directly to or in sponsorship of the Firm and may include, but are not limited to payment for: training of sales personnel; marketing and/or administrative services and/or other services they provide to us or our affiliates; educating customers of the firm on the Annuity's features; conducting due diligence and analysis; providing office access, operations, systems and other support; holding seminars intended to educate registered representatives and make them more knowledgeable about the Annuities; conferences (national, regional and top producer); sponsorships; speaker fees; promotional items; a dedicated marketing coordinator; priority sales desk support; expedited marketing compliance approval and preferred programs to PAD; and reimbursements to Firms for marketing activities or other services provided by third-party vendors to the Firms and/or their registered representatives. To the extent permitted by FINRA rules and other applicable laws and regulations, we or PAD may also pay or allow other promotional incentives or payments in other forms of non-cash compensation (e.g., gifts, occasional meals and entertainment, sponsorship of due diligence events). Under certain circumstances, Portfolio advisers/subadvisers or other organizations with which we do business (“Entities”) may also receive incidental non-cash compensation, such as meals and nominal gifts. The amount of this non-cash compensation varies widely because some may encompass only a single event, such as a conference, and others have a much broader scope.

Cash and/or non-cash compensation may not be offered to all Firms and Entities and the terms of such compensation may differ between Firms and Entities. In addition, we or our affiliates may provide such compensation, payments and/or incentives to Firms or Entities arising out of the marketing, sale and/or servicing of variable annuities or life insurance offered by different Prudential business units.

**HOW WILL I RECEIVE STATEMENTS AND REPORTS?**

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 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 website at [www.prudential.com/PLAZ-FlexGuard-B] or any other electronic means. We send a confirmation statement to you each time a transaction is made affecting Account Value, such as making subsequent Purchase Payments, transfers, exchanges, or withdrawals. We may also send quarterly statements detailing the activity affecting your Annuity during the calendar quarter. We may confirm regularly scheduled transactions, such as Systematic Withdrawals (including 72(t)/72(q) payments and required minimum distributions) and electronic funds transfer in quarterly statements instead of confirming them immediately. You should review the information in these statements carefully. You may request additional reports. We reserve the right to charge up to $50 for each such additional report. Any errors or corrections on transactions for your Annuity must be reported to us at our Office as soon as possible to assure proper accounting to your Annuity. For transactions that are confirmed immediately, we assume all transactions are accurate unless you notify us otherwise within 30 days from the date you receive the confirmation. For transactions that are first confirmed on the quarterly statement, we assume all transactions are accurate unless you notify us within 30 days from the date you receive the quarterly statement. All transactions confirmed immediately or by quarterly statement are deemed conclusive after the applicable 30-day period. We may also send an annual report and a semi-annual report containing applicable financial statements for the Separate Account and the Portfolios, as

of December 31 and June 30, respectively to Owners or, with your prior consent, make such documents available electronically through our website or other electronic means.

**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 Annuity through our website: www.prudential.com/contact-us.

**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 Purchase Payment, 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 account information by calling our automated response system, and at www.prudential.com/contact-us, our website. Our Customer Service representatives are also available during business hours to provide you with information about your account. You can request certain transactions through our telephone voice response system, our 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 account information and perform certain transactions on your account. 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, we deem that all transactions that are directed by your Financial Professional with respect to your Annuity have been authorized by you. We require that you or your representative provide proper identification before performing transactions over the telephone or through our website. This may include a Personal Identification Number (PIN) that will be provided to you upon issue of your Annuity or you may establish or change your PIN by calling our automated response system, www.prudential.com/contact-us, our website. Any third party that you authorize to perform financial transactions on your account will be assigned a PIN for your account.

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 Annuity 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 of New Jersey 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 of New Jersey reserves the right to limit, restrict or terminate telephonic, facsimile, Internet or any other electronic transaction privileges at any time.

**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. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

**LEGAL PROCEEDINGS**

**Litigation and Regulatory Matters**

Pruco Life of New Jersey is subject to legal and regulatory actions in the ordinary course of our business. Pending legal and regulatory actions include proceedings specific to Pruco Life of New Jersey and proceedings generally applicable to business practices in the industry in which we operate. Pruco Life of New Jersey is subject to class action lawsuits and other litigation involving a variety of issues and allegations involving sales practices, claims payments and procedures, premium charges, policy servicing and breach of fiduciary duty to customers. Pruco Life of New Jersey is also subject to litigation arising out of its general business activities, such as its investments, contracts, leases and labor and employment relationships, including claims of discrimination and harassment, and could be exposed to claims or litigation concerning certain business or process patents. In addition, Pruco Life of New Jersey, along with other participants in the businesses in which it engages, may be subject from time to time to investigations, examinations and inquiries, in some cases industry-wide, concerning issues or matters upon which such regulators have determined to focus.

Pruco Life of New Jersey’s litigation and regulatory matters are subject to many uncertainties, and given their complexity and scope, their outcome cannot be predicted. In some of Pruco Life of New Jersey’s pending legal and regulatory actions, parties are seeking large and/or indeterminate amounts, including punitive or exemplary damages. It is possible that Pruco Life of New Jersey's results of operations or cash flow in a particular quarterly or annual period could be materially affected by an ultimate unfavorable resolution of pending litigation and regulatory matters depending, in part, upon the results of operations or cash flow for such period. In light of the unpredictability of Pruco Life of New Jersey’s litigation and regulatory matters, it is also possible that in certain cases an ultimate unfavorable resolution of one or more pending litigation or regulatory matters could have a material adverse effect on Pruco Life of New Jersey’s financial position. Management believes, however, that, based on information currently known to it, the ultimate outcome of all pending litigation and regulatory matters, after consideration of applicable reserves and rights to indemnification, is not likely to have a material adverse effect on the Separate Account; the ability of PAD to perform its contract with the Separate Account; or Pruco Life of New Jersey's ability to meet its obligations under the Contracts.

## APPENDIX A – PERFORMANCE LOCK

The following Example demonstrates how an automatic Performance Lock could work. The numbers used are hypothetical.

**Example: Automatic Performance Lock with Withdrawal and Reallocation**

In this example, the initial premium of $100,000 is assumed to be allocated 100% in a 3-year Index Strategy term on 2/1/2022:

- Index Strategy Start Date: 2/1/2022
- Index Strategy End Date: 2/1/2025
- Index Strategy Base on 2/1/2022 (A): $100,000
- Market Index Rate on Index Strategy Start Date (C): 2%

On 2/15/2022, an automatic Performance Lock target of 10% request is received, in Good Order. No transactions occur since the Index Strategy Start Date.

On or after the date the automatic Performance Lock target is set, at the end of every Valuation Day the Performance Lock Value is calculated and compared to the Index Strategy Base to evaluate if the automatic Performance Lock target is reached. If the result is greater than or equal to the automatic Performance Lock target, then the Performance Lock is executed on that Valuation Day.

When determining whether the automatic Performance Lock target is reached, we first divide the Performance Lock Value to the Index Strategy Base and subtract by 1. The result is then compared to the automatic Performance Lock target.

Here is the date that the automatic Performance Lock target is not reached on, 6/27/2023, and no Performance Lock occurs on this Valuation Day:

- (A): $100,000
- Fair Value of the replicating portfolio of options with linear interpolation to the end of Index Strategy Term when the value becomes zero (B): $2,504
- Market Index Rate on Index Strategy Start Date (C): 2%
- Current Market Index Rate (D): 3%
- Time to Index Strategy End Date (E): 585/365 = 1.60274
- Fair Value of replicating portfolio of options (2): $12,250

Performance Lock Value compared to Index Strategy Base (%): [($100,000 - $2,504) + $12,250]/$100,000 – 1 = 9.75%. Since 9.75% is less than 10%, no Performance Lock occurs.

Interim Value: (A – B) x [(1 + C) / (1 + D)]^E + (2) = ($100,000 - $2,504)×[(1.02/1.03)]^(1.60274) + $12,250 = $108,233.35

Here is the date that automatic Performance Lock target is reached on, 6/28/2023, and the Performance Lock is processed on this Valuation Day:

- (A): $100,000
- (B): $2,500
- (C): 2%
- (D): 3.10%
- (E): 584/365 = 1.6000
- (2): $12,600

Performance Lock Value compared to Index Strategy Base (%): (($100,000 - $2,500) + $12,600)/$100,000 – 1 = 10.10%. Since 10.10% is great than 10%, Performance Lock is processed.

- Performance Lock Value: (A – B) + (2) = ($100,000 - $2,500) + $12,600 = $110,100
- Interim Value: (A – B) x [(1 + C) / (1 + D)]^E + (2) = ($100,000 - $2,500) × [(1.02/1.031)]^(1.60) + $12,600 = $108,440.93

On 9/27/2023, a withdrawal of $10,000 occurs. The Interim Value after the Performance Lock and Performance Lock Value are calculated below:

- (A): $100,000
- (B): $2,500
- (C): 2%
- (D): 2.90%
- (E): 493/365 = 1.35068
- (2): $12,600

Interim Value Immediately prior to withdrawal: ($100,000 - $2,500) × [(1.02/1.029)]^(1.35068) + $12,600 = $108,949.95

- Withdrawal % of Interim Value: $10,000/$108,949.95= 9.17853%
- (A) after withdrawal: $100,000× (1-.0917853) = $90,821.47
- (B) after withdrawal: $2,500× (1-.0917853) = $2,270.54
- (C): 2%
- (D): 2.90%
- (E): 1.35068
- (2) after withdrawal: $12,600× (1-.0917853) = $11,443.51
- Performance Lock Value after withdrawal: (A – B) + (2) = ($90,821.47 - $2,270.54) + $11,443.51 = $99,994.44
- Interim Value after withdrawal: (A – B) x [(1 + C) / (1 + D)]^E + (2) = ($90,821.47 - $2,270.54) × [(1.02/1.029)]^(1.35068) + $11,443.51 = $98,949.95

Below is a partial anniversary reallocation:

On 2/1/2024, the Interim Value is calculated as follows:

- (A): $90,821.47
- (B): $2,270.54
- (C): 2%
- (D): 2.80%
- (E): 366/365 = 1.00274
- (2): $11,443.51

Interim Value on 2/1/2024: (A – B) x [(1 + C) / (1 + D)]^E + (2) = ($90,821.47 - $2,270.54) × [(1.02/1.028)]^(1.00274) + $11,443.51 = $99,303.45

On this Index Anniversary, a partial reallocation to a 1-year Index Strategy term on 2/1/2024 of $50,000 occurs, with 100% of the $50,000 being allocated to the new Index Strategy. For this example, we will not be tracking calculations related to this additional strategy. The impacts of the reallocation to the Interim Value and Performance Lock Value are calculated below:

- Interim Value Immediately Prior to Reallocation: $99,303.45
- Reallocation % of Interim Value: $50,000/$99,303.45= 50.35072%
- (A) after reallocation: $90,821.47× (1-.5035072) = $45,092.21
- (B) after reallocation: $2,270.54× (1-.5035072) = $1,127.31
- (C): 2%
- (D): 2.8%
- (E): 1.00274
- (2) after reallocation: $11,443.51× (1-.5035072) = $5,681.62

Performance Lock Value after reallocation: (A – B) + (2) = ($45,092.21- $1,127.31) + $5,681.62= $49,646.52

Interim Value after reallocation: (A – B) x [(1 + C) / (1 + D)]^E + (2) = ($45,092.21- $1,127.31) × [(1.02/1.028)]^( 1.00274) + $5,681.62= $49,303.45

Assuming no additional transactions occur after 2/1/2024, the Interim Value will continue to be calculated at the end of each valuation day, but no change in the Performance Lock Value. At the Index Strategy End Date (2/1/2025), the Account Value is $49,646.52.

## APPENDIX B – INTERIM VALUE OF INDEX STRATEGIES

Below is additional information regarding the Interim Value calculation.

The Interim Value for an Index Strategy is equal to the sum of (1) and (2) where:

(1) Is the fair value of the Index Strategy Base on the Valuation Day the Interim Value is calculated. It is determined as (A - B) multiplied by $[(1 + C) \text{ divided by } (1 + D)]^E$, where:

A. The Index Strategy Base on the Valuation Day the Interim Value is calculated;

B. The fair value of the replicating portfolio of options under initial market conditions, with linear interpolation to the end of the Index Strategy Term when the value becomes zero;

C. The Market Value Index Rate on the Index Strategy Start Date;

D. The Market Value Index Rate on the Valuation Day the Interim Value is calculated; and

E. The total days remaining in the Index Strategy Term divided by 365.

(2) Is the fair value of the replicating portfolio of options.

The fair value of the replicating portfolio of options for each Index Strategy is determined according to the following formulas:

For the Cap Rate Index Strategy, the replicating portfolio of options is equal to AMC – OMC – OMP

For the Tiered Participation Rate Index Strategy, the replicating portfolio of options is equal to AMC + [(2nd Tier Participation Rate – 1st Tier Participation Rate) * OMC] – OMP

Where,

- AMC is an At-the-money call option
- OMC is an Out-of-the-money call option
- OMP is an Out-of-the-money put option, and

When we calculate the Interim Value, we obtain market data for derivative pricing each business day from outside vendors. If these values are available and we are delayed in receiving these values, and cannot calculate a new Interim Value, we will use the prior Valuation Day's Interim Value.

## APPENDIX C – IMPORTANT INFORMATION ABOUT THE INDICES

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## PART II

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

| | |
|---|---|
| **Accountant's Fees & Expenses:** | **$20,000.00** |
| **Legal Fees & Expenses:** | **$20,000.00** |
| **Printing Fees & Expenses:** | **$1,000.00** |
| **Registration Fee:** | **$92.70** |

### 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.

New Jersey, being the state of organization of Pruco Life Insurance Company of New Jersey ("PLNJ"), permits entities organized under its jurisdiction to indemnify directors and officers with certain limitations. The relevant provisions of New Jersey law permitting indemnification can be found in Section 14A:3-5 of the New Jersey Statutes Annotated. The text of PLNJ's By-law, Article V, which relates to indemnification of officers and directors, is incorporated by reference to Exhibit 1A(6)(c) to Form S-6 filed August 13, 1999 on behalf of the Pruco Life of New Jersey Variable Appreciable Account. 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 between Prudential Annuities Distributors Inc. ("PAD") (Principal Underwriter) and Pruco Life Insurance Company of New Jersey (Depositor). (Note 2)

(4)(a) Contract (P-RILA-B-IND) (7-22)-NY (Note 1)

(b) Annuity Schedule Page for B Contract (P-RILA-SCH-B) (7-22)-NY (Note 1)

(c) Beneficiary Annuity Schedule Page for B Contract (P-RILA-SCH-B-DCD) (7-22)-NY (Note 1)

(d) Return of Purchase Payments Death Benefit Rider for B Contract (P-RID-RILA-ROP) (7-22)-NY (Note 1)

(e) Medically Related Surrender Endorsement (P-END-MRS) (7-22)-NY (Note 1)

(f) Point to Point with Cap Index Strategy Endorsement (P-END-RILA-P2P) (7-22)-NY (Note 1)

(g) Tiered Participation Rate Index Strategy Endorsement (P-END-RILA-TPAR) (7-22)-NY (Note 1)

(h) Performance Lock Index Linked Variable Annuity Endorsement (P-END-PL) (7-22)-NY (Note 1)

(i) Index Strategies Specifications Schedule (P-RILA-SCH-SPC) (7-22)-NY (Note 1)

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

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

(24) Powers of Attorney: Dylan J. Tyson, Robert E. Boyle, Markus Coombs, Nandini Mongia, Candace J. Woods, Caroline A. Feeney and Salene Hitchcock-Gear. (Note 1).

(107) Filing Fees (Note 1)

(Note 1) Filed herewith.

(Note 2) Incorporated by reference to Form S-3A, Registration No. 333-220117, filed September 29, 2017 on behalf of the Pruco Life Insurance Company of New Jersey.

**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 Registration Fee” table 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 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

**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 1st day of September, 2022.

**PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY**
(Registrant)

By: 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 |
|---|---|---|
| Dylan J. Tyson* | Director, President and Chief Executive Officer | September 1, 2022 |
| Dylan J. Tyson | | |
| Robert E. Boyle* | Chief Financial Officer, Chief Accounting Officer, Vice President and Director | September 1, 2022 |
| Robert E. Boyle | | |
| Nandini Mongia* | Director and Treasurer | September 1, 2022 |
| Nandini Mongia | | |
| Candace J. Woods* | Director | September 1, 2022 |
| Candace J. Woods | | |
| Markus Coombs* | Director and Vice President | September 1, 2022 |
| Markus Coombs | | |
| Caroline A. Feeney* | Director | September 1, 2022 |
| Caroline A. Feeney | | |
| Salene Hitchcock-Gear* | Director | September 1, 2022 |
| Salene Hitchcock-Gear | | |

By: /s/ Richard H. Kirk
Richard H. Kirk

Attorney-in-Fact

* Executed by Richard H. Kirk on behalf of those indicated pursuant to Power of Attorney.

**EXHIBIT INDEX**

| | |
|---|---|
| (4) (a) | Contract (P-RILA-B-IND) (7-22)-NY |
| (b) | Annuity Schedule Page for B Contract (P-RILA-SCH-B) (7-22)-NY |
| (c) | Beneficiary Annuity Schedule Page for B Contract (P-RILA-SCH-B-DCD) (7-22)-NY |
| (d) | Return of Purchase Payments Death Benefit Rider for B Contract (P-RID-RILA-ROP) (7-22)-NY |
| (e) | Medically Related Surrender Endorsement (P-END-MRS) (7-22)-NY |
| (f) | Point to Point with Cap Index Strategy Endorsement (P-END-RILA-P2P) (7-22)-NY |
| (g) | Tiered Participation Rate Index Strategy Endorsement (P-END-RILA-TPAR) (7-22)-NY |
| (h) | Performance Lock Index Linked Variable Annuity Endorsement (P-END-PL) (7-22)-NY |
| (i) | Index Strategies Specifications Schedule (P-RILA-SCH-SPC) (7-22)-NY |
| (24) | Power of Attorney for Dylan J. Tyson, Robert E. Boyle, Nandini Mongia, Candace J. Woods, Markus Coombs, Caroline A. Feeney, and Salene Hitchcock-Gear. |
| (107) | Filing Fees |

**Calculation of Filing Fee Tables**
**Form S-3**
(Form Type)

**Pruco Life Insurance Company of New Jersey**
(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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Newly Registered Securities | | | | | | | | | | | | |
| Fees to Be Paid | Other | Individual Index-Linked Annuity Interests (B Series) | Rule 457(o) | (1) | (1) | $1,000,000 | .0000927 | $92.70 | N/A | N/A | N/A | N/A |
| | Total Offering Amounts | | | | | $1,000,000 | | $92.70 | | | | |
| | Total Fees Previously Paid | | | | | | | $0.00 | | | | |
| | Total Fee Offsets | | | | | | | $0.00 | | | | |
| | Net Fee Due | | | | | | | $92.70 | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

(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.

**PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY, NEWARK, NEW JERSEY**

**Corporate Address:**
[213 Washington Street
Newark, NJ 07102]

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

Please read this contract (the "Annuity") carefully; it is a legal contract between you and Pruco Life Insurance Company of New Jersey. Unless you direct otherwise, we will pay the named Owner(s), on the Annuity Payment Date, the first of a series of annuity payments, the frequency, period, and dollar amounts of which are determined in accordance with the terms and conditions of the annuity option payable, provided that both you and the Annuitant(s) are then living.

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

**RIGHT TO CANCEL:** You may cancel this Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 10 days after you receive it (60 days if the Annuity is being issued as a replacement for another annuity contract or a life insurance policy). Return of this Annuity by mail is effective on being postmarked, properly addressed and postage prepaid.

The amount of the refund will equal the Account Value on the date this Annuity is mailed to our Service Office, or the date you deliver it to us or to the representative who sold it to you, plus any fees, charges or Tax Charges deducted from the Purchase Payment upon allocation to the Annuity or imposed under the Annuity.

Signed for Pruco Life Insurance Company of New Jersey:

Michael A. Pignatella

[_____]
Secretary

[_____]
President

**During the Accumulation Period any benefits, payments and values provided by this Contract, when based on the value of the Index Strategies and variable Sub-Accounts, are variable, may increase or decrease, and are not guaranteed as to fixed dollar amount. Although the Account Value, in the Index Strategies, may be affected by an Index, the Index Strategies *do not* participate directly in any Index while the variable Sub-Accounts do participate directly in the market.**

**We may limit or reject additional Purchase Payments in a non-discriminatory manner if market and/or economic conditions decline to a point where the yield on investments or the cost and availability of hedging options to support the replication of the index strategy credits do not allow us to support the guarantees of the Annuity or if we offer a modified version of this contract for new business or we are not making the contract available to new business.**

**We will provide you with a 30-day advance written notice of any premium limitation or restriction.**

**We reserve the right to temporarily suspend the availability of renewal index options if the company is unable to support the guarantees for these options due to yield on investments or the cost and availability of hedging options to support the replication of the index strategy credits.**

**THE INDEX RETURN MAY BE POSITIVE, NEGATIVE OR ZERO AND INVESTMENT IN THIS CONTRACT MAY RESULT IN A LOSS OF PRINCIPAL. IN SOME INSTANCES, THE POTENTIAL INVESTMENT LOSS FOR THIS PRODUCT MAY BE SIGNIFICANTLY GREATER THAN THE POTENTIAL INVESTMENT GAIN.**

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED INDEX-LINKED VARIABLE ANNUITY. NON-PARTICIPATING. PAYOUT OPTIONS ARE SPECIFIED IN THE ANNUITY. OTHER PAYOUT OPTIONS MAY BE MADE AVAILABLE.**

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## DEFINITIONS

**Account Value:** The Interim Value for each Index Strategy plus the total value of all allocations to the Variable Sub-Accounts and the Transfer Account on any Valuation Day other than the Index Strategy Start Date and Index Strategy End Date. The Interim Value does not apply to an Index Strategy on the Index Strategy Start Date and the Index Strategy End Date. On an Index Strategy Start Date, the Index Strategy Base applicable to that Index Strategy would be used instead of the Interim Value. On an Index Strategy End Date, the Index Strategy Base plus the Index Credit applicable to that Index Strategy would be used instead of the Interim Value.

**Accumulation Period:** The period of time from the Issue Date through the last Valuation Day immediately preceding the Annuity Date.

**Allocation Options:** A Variable Sub-Account, Index Strategy or other option we make available as of any given time to which Account Value may be allocated.

**Annuitant/Joint Annuitant:** The natural person(s) named in the Annuity Schedule upon whose life or lives the annuity payments are based.

**Annuity Date:** The date on which we apply your Account Value to the applicable annuity payout option and begin the Payout Period.

**Annuity Payment Date:** The date the first annuity payment is payable.

**Annuity Year:** The twelve month period beginning on the Issue Date and continuing through and including the day immediately preceding the first anniversary of the Issue Date. Subsequent Annuity Years begin on the anniversary of the Issue Date and continue through and include the day immediately preceding the next anniversary of the Issue Date.

**Beneficiary(ies):** The natural person(s) or entity(ies) designated as the recipient of the Death Benefit, or to whom any payments may be paid in accordance with the "Annuity Payout Options" section of the Annuity.

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

**Contingent Annuitant:** The natural person named in the Annuity Schedule who becomes the Annuitant upon the death of Annuitant prior to the Annuity Date if held by a Custodial IRA.

**Decedent**: The person upon whose death the Death Benefit is payable.

**Due Proof of Death:** Due Proof of Death is satisfied when we receive all of the following in Good Order: (a) a death certificate or documentation acceptable to us, (b) all documentation we require or which is mandated by applicable law or regulation in relation to the payment of death proceeds; and (c) any applicable election of the method of payment of the Death Benefit, if not previously elected by the Owner(s), by at least one Beneficiary.

**General Account:** Our general investment account which contains all of our assets with the exception of the Variable Separate Account(s), Index Strategies Separate Account and other segregated asset accounts.

**Good Order:** Good Order is the standard that we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Service Office: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations; (b) on specific forms, or by other means we then permit (such as via telephone or electronic transmission); and/or (c) with any signatures and dates as we may require. We will notify you if an instruction is not in Good Order.

**Holding Account:** A money market Sub-Account we make available and designate as such.

**Index:** The underlying Index used to value the Index Return based on the performance of the Index Strategies.

**Index Anniversary Date:** The same day, each calendar year, as the day of the initial allocation to an Index Strategy (Index Effective Date). You may allocate available Account Value to a new Index Strategy(ies) or other

options we make available on this date. You may allocate available Account Value to the same Index Strategy(ies) on this date once the Index Strategy(ies) has reached the Index Strategy End Date.

**Index Credit:** The amount of the Index Return that is credited to an Index Strategy. The Index Credit can be expressed as a value or percentage and is credited to the Index Strategy on an Index Strategy End Date. The Index Credit can be positive, zero or negative.

**Index Effective Date:** The first day of the first Index Strategy allocation.

**Index Return:** The percentage change in the Index Value from the Index Strategy Start Date to the Index Strategy End Date, which is used to determine the Index Credit for an Index Strategy.

**Index Strategy(ies):** Any of the index linked Allocation Options we make available in the Annuity for crediting interest based on the underlying Index associated with the Index Strategy, Buffer and Index Strategy Term. We may offer other Index Strategies from time to time.

**Index Strategy Base:** The amount of Account Value allocated to an Index Strategy on an Index Strategy Start Date. The Index Strategy Base is used in the calculation of any Index Credit and in the calculation of the Interim Value. The Index Strategy Base is reduced for any withdrawals that occur between the Index Strategy Start and End Dates in the same proportion that the total withdrawal reduced the Interim Value.

**Index Strategy End Date:** The last day of an Index Strategy Term. This is the day any applicable Index Credit will be credited to the Index Strategy.

**Index Strategy Start Date:** The first day of an Index Strategy Term.

**Index Strategy Term:** The time period allocated to each Index Strategy. The Index Strategy Term begins on the Index Strategy Start Date and ends on the Index Strategy End Date.

**Index Value:** The value of the Index that is published by the Index provider at the close of each day that the Index is calculated. If an Index Value is not published for a particular Valuation Day, the closing Index Value of the next published Valuation Day will be used.

**Interim Value:** The value of an Index Strategy on any Valuation Day during an Index Strategy Term other than the Index Strategy Start Date and Index Strategy End Date. The Interim Value is a calculated value (as described in each Index Strategy Endorsement) and is used when a withdrawal, Death Benefit payment, annuitization, or surrender occurs between an Index Strategy Start Date and Index Strategy End Date. During an Index Strategy Term, the Interim Value is included in the Account Value and Surrender Value. When we calculate the Interim Value, we obtain market data for the derivative pricing each Valuation Day from outside vendors. If these values are available and we are delayed in receiving them and cannot calculate an Interim Value, we will use the prior Valuation Day's Interim Value.

**Issue Date:** The effective date of your Annuity, as shown in the Annuity Schedule.

**Owner(s):** The natural person(s) or entity shown as Owner in the Annuity Schedule unless later changed.

**Payout Period:** The period starting on the Annuity Date and during which annuity payments are made.

**Portfolio:** An underlying mutual fund, or series thereof, in which a Sub-Account of the Separate Account invests.

**Purchase Payment(s) :** A cash consideration in the currency of the United States of America given to us in exchange for the rights, privileges and benefits outlined in this Annuity. We will deduct any fees, charges or Tax Charges prior to allocation to the Allocation Options you select, if applicable, or to the Holding Account for amounts received between Index Anniversary Dates.

**Service Office Address:** The location shown on the cover page of the Annuity where all requests and payments regarding this Annuity are to be sent. We refer to this as our "Service Office." The Service Office Address may be changed at any time. We will notify you in advance of any change in address.

**Surrender Value:** The Account Value less any applicable Contingent Deferred Sales Charge and any applicable Tax Charges.

**Transfer Account:** An account we make available and designate as such for use with the Allocation of Initial Purchase Payments(s) and any Purchase Payments received within the Transfer Account Period. The Transfer Account is available for a period of time ending upon the expiration of the Transfer Account Period or the Index Effective Date, whichever occurs first.

**Unit:** A share of participation in a Variable Sub-Account used to calculate your Account Value prior to the Annuity Date.

**Unit Price:** The value of each Unit of a Variable Sub-Account on a Valuation Day.

**Valuation Day:** Every day the New York Stock Exchange is open for trading or any other day that the Securities and Exchange Commission requires Portfolios or unit investment trusts to be valued, and an Index Strategy Index Value is published.

**Valuation Period:** The period of time between the close of business of the New York Stock Exchange on successive Valuation Days.

**Variable Sub-Account:** A division of the Variable Separate Account(s).

**we, us, our:** Pruco Life Insurance Company of New Jersey.

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

## PURCHASE PAYMENTS

**Allocation of Initial Purchase Payment(s):** Issuance of an Annuity represents our acceptance of an initial Purchase Payment. The amount of your initial Purchase Payment is shown in the Annuity Schedule. On the Issue Date, we allocate all or part of your initial Purchase Payment to the Transfer Account, Index Strategy(ies) and/or the Variable Sub-Accounts we make available according to your instructions.

If you allocate all or a portion of your initial Purchase Payment to the Transfer Account, on the last Valuation Day of the Transfer Account Period, we will transfer your Account Value in the Transfer Account to the Index Strategy(ies) according to your instructions on file with us unless you have provided us with alternate instructions for when to establish your Index Effective Date. If you specify a date to establish your Index Effective Date that is after the Transfer Account Period, any Account Value allocated to the Transfer Account on the last Valuation Day of the Transfer Account Period will be transferred to the Holding Account until the Index Effective Date you specify, when it will be transferred to the Index Strategy(ies) according to your allocation instructions on file with us.

If there is Account Value allocated to the Transfer Account at the end of the Transfer Account Period without instructions, those funds will be transferred to the Holding Account.

If there is no Account Value allocated to the Transfer Account on the last Valuation Day of the Transfer Account Period no transfer to the Index Strategy(ies) will occur.

**Additional Purchase Payments:** Additional Purchase Payments are subject to the Purchase Payment Limitation, Maximum Total Purchase Paymentsand the Minimum Additional Purchase Payment shown in the Annuity Schedule. We may further limit or reject, in a non-discriminatory manner, additional Purchase Payments if:

a) market and/or economic conditions decline to a point where the yield on investments or the cost and availability of hedging options to support the replication of the index strategy credits does not allow us to support the guarantees of the Annuity; or
b) we offer a modified version of this contract for new business; or
c) we no longer make the contract available for new business.

We will provide you with a 30-day advance written notice of any premium limitation or restriction Additional Purchase Payments will be allocated to the Variable Sub-Accounts according to your instructions. If you have not provided any allocation instructions with the additional Purchase Payment, we will allocate it to the Holding Account.

Additional Purchase Payments may not be allocated to an existing Index Strategy between the Index Strategy Start and End Dates nor may they be allocated to a new Index Strategy(ies) between Index Anniversary Dates. We will allocate Additional Purchase Payments to the Holding Account until the next Index Anniversary Date when you may transfer the Account Value in the Holding Account as described in the Allocation of Account Value section below.

## ACCOUNT VALUE

**Account Value in the Index Strategy(ies):** At any time after the Issue Date, on any Valuation Day other than the Index Strategy Start Date and Index Strategy End Date, the portion of Account Value allocated to an Index Strategy is equal to the Interim Value for each Index Strategy as described in the Index Strategy Endorsements. The Interim Value does not apply to an Index Strategy on the Index Strategy Start Date and the Index Strategy End Date. On an Index Strategy Start Date, the Index Strategy Base applicable to that Index Strategy would be used instead of the Interim Value. On the Index Strategy End Date, the Index Strategy Base plus the Index Credit, less any withdrawals would be used instead of the Interim Value.

**Account Value in the Variable Sub-Accounts:** We determine your Account Value separately for each Variable Sub-Account we make available. To determine the Account Value in each Variable Sub-Account, we multiply the Unit Price, as of the Valuation Day for which the calculation is being made, by the number of Units attributable to your Annuity in that Variable Sub-Account as of that Valuation Day.

**Units:** The number of Units attributable to this Annuity in a Variable Sub-Account is the number of Units purchased less the number of Units liquidated. We determine the number of Units involved in any transaction specified in dollars by dividing the dollar value of the transaction by the Unit Price of the affected Variable Sub-Account as of the Valuation Day applicable to such transaction.

**Unit Price:** The Unit Price for each Variable Sub-Account is the net investment factor for that Valuation Period, multiplied by the Unit Price for the immediately preceding Valuation Day. The Unit Price for a Valuation Period applies to each Valuation Day in the period.

**Net Investment Factor:** Each Variable Sub-Account has a net investment factor. The net investment factor is an index that measures the investment performance of, and charges assessed against, a Variable Sub-Account from one Valuation Period to the next.

The net investment factor for a Valuation Period is (a) divided by (b), less (c), where:

(a) is the net result of:
  (1) the net asset value per share of the Portfolios held by that Variable Sub-Account at the end of the current Valuation Period plus the per share amount of any dividend or capital gain distribution declared and unpaid (accrued) by the Portfolio, plus or minus

  (2) any per share charge or credit during the current Valuation Period as a provision for taxes attributable to the operation or maintenance of that Variable Sub-Account.

(b) is the net result of:
  (1) the net asset value per share of the Portfolios held by that Variable Sub-Account at the end of the preceding Valuation Period plus the per share amount of any dividend or capital gain distribution declared and unpaid (accrued) by the Portfolio, plus or minus

  (2) any per share charge or credit during the preceding Valuation Period as a provision for taxes attributable to the operation or maintenance of the Variable Sub-Account.

(c) is the Insurance Charge and any applicable charge assessed against a Variable Sub-Account for any Rider attached to this Annuity corresponding to the portion of the 365 day year (366 for a leap year) that is in the current Valuation Period.

We value the assets in the Variable Sub-Account(s) at their fair market value in accordance with accepted accounting practices and applicable laws and regulations. The net investment factor may be greater than, equal to, or less than one.

## ALLOCATION OF ACCOUNT VALUE

You may allocate your Account Value among the Allocation Options we make available as outlined in the transfer sections below. We may limit the availability of Allocation Options for additional Purchase Payments or transfers. The Variable Sub-Accounts available for allocation of Account Value as of the Issue Date are the Variable Sub-Accounts of the Variable Separate Account shown in the Annuity Schedule. Should you request a transaction that would leave less than the Minimum Variable Sub-Account Amount or the Minimum Index Strategy Amount shown in the Annuity Schedule, we may, to the extent permitted by law, add the balance of your Account Value in the applicable Allocation Option to the transaction and close out your balance in that Allocation Option.

Where permitted by law, you may authorize a third party to transfer Account Values on your behalf. Such authorization is subject to our acceptance and to the restrictions described in the preceding paragraph. We may suspend or cancel our acceptance of the authorization at any time. We may restrict the Allocation Options available for transfers or allocation of Purchase Payments by such third party. If we do so, we will give the third party 30-days advance written notice.

We will not further restrict the Allocation Options to which you are permitted to electively allocate or transfer Account Value if we receive evidence satisfactory to us that: (a) a court of competent jurisdiction has appointed such third party to act on your behalf; or (b) you have executed a power of attorney naming such third party to act on your behalf for insurance transactions. We may refuse to accept, or suspend or cancel our acceptance of, a power of attorney at any time.

**Transfers Among the Variable Sub-Accounts:** You may transfer any portion of the Account Value allocated among the Variable Sub-Accounts at any time. Your transfer request must be received by us in Good Order. We may limit the number of transfers among Variable Sub-Accounts in any Annuity Year for all existing or new Owners in order to preserve the tax status of your Annuity.

**Transfers Among the Index Strategy(ies):** You may transfer Account Value among the Index Strategy(ies) according to the rules described in this paragraph. Transfers from the Variable Sub-Accounts to the Index Strategy(ies) may only occur on an Index Anniversary Date. Transfers from the Index Strategy(ies) that have reached the Index Strategy End Date to other Index Strategy(ies) may only occur on an Index Anniversary Date.

Transfers from the Index Strategy(ies) to the Variable Sub-Accounts are only permissible to the Holding Account if the Index Strategy in which you are invested is no longer available.

We will notify you in writing 30-days in advance of any Index Anniversary Date to provide you with information that will indicate the available Index Strategies into which you may reallocate your Account Value. Upon receipt of your instructions in Good Order for reallocation of the Account Value to or from an Index Strategy, we will process the reallocation on the Index Anniversary Date.

If we do not receive instructions from you in Good Order, the Account Value in any Index Strategy that has reached the Index Strategy End Date will automatically be allocated to the same Index Strategy and Index Strategy Term. If the same Index Strategy is no longer available, or the Index Strategy Term goes beyond the Latest Available Annuity Date, Account Value in any Index Strategy that has reached the Index Strategy End Date will automatically be allocated to the Holding Account.

## OPERATION OF THE SEPARATE ACCOUNT(S)

**General:** The assets supporting our obligations under the Annuity may be held in various accounts, depending on the obligation being supported. Assets supporting our obligations during the Accumulation Period are held in separate accounts. In the Payout Period, assets supporting annuity payments are held in our General Account.

**Separate Accounts:** We are the owner of assets in the separate accounts. Income, gains and losses, whether or not realized, from assets allocated to these separate accounts, are credited to or charged against each such separate account in accordance with the terms of the annuities supported by such assets without regard to our general corporate operations or other income, gains or losses, or to the income, gains or losses in any other of our separate accounts. We will maintain assets in each separate account with a total market value at least equal to the reserve and other liabilities we must maintain in relation to the annuity obligations supported by such assets.

**Variable Separate Account(s):** This separate account(s) consists of the Variable Sub-Accounts we make available with this Annuity as well as multiple Variable Sub-Accounts made available in other annuities issued by us. The Variable Separate Account(s) was established by us pursuant to New Jersey law. The Variable Separate Account(s) may also hold assets of other annuities issued by us with values and benefits that vary according to the investment performance of the Variable Sub-Accounts. These assets may only be charged with liabilities which arise from such annuities.

The amount of our obligations in relation to allocations to the Variable Separate Account(s) is based on the investment performance of the Variable Sub-Accounts. However, the guarantees provided under the Annuity are our general corporate obligations.

The Variable Separate Account(s) is registered with the Securities and Exchange Commission ("SEC") under the Investment Company Act of 1940 (the "1940 Act") as a unit investment trust, which is a type of investment company. This does not involve any supervision by the SEC of the investment policies, management or practices of the Variable Separate Account(s).

Variable Sub-Accounts may invest in Portfolios. We may change the investment policy of any or all Variable Sub-Accounts, add Variable Sub-Accounts, eliminate Variable Sub-Accounts, combine Variable Sub-Accounts, restrict or prohibit additional allocations to certain Variable Sub-Accounts, limit access to Variable Sub-Accounts, or substitute Portfolios, subject to any required regulatory prior approval. Please refer to the “Reserved Rights” section for additional information. Values and benefits based on allocations to the Variable Sub-Accounts will vary with the investment performance of the Portfolios, as applicable. We do not guarantee the investment results of any Variable Sub-Account.

We may transfer assets of the Variable Separate Account(s), which we determine to be associated with the class of contracts to which this Annuity belongs, to another Variable Separate Account(s). If this type of transfer is made, the term "Variable Separate Account(s)" as used in this Annuity, shall include the Variable Separate Account(s) to which the assets were transferred.

**Index Strategies Separate Account:** Assets supporting the Index Strategies are held in a non-insulated and non-unitized separate account established under New Jersey law. These assets are subject to the claims of the creditors of Pruco Life Insurance Company of New Jersey and the benefits provided under the Index Strategies are subject to the claims paying ability of Pruco Life Insurance Company of New Jersey. You do not have any interest in or claim on the assets in the Index Strategies Separate Account. In addition, amounts allocated to the Index Strategies do not participate in the performance of the assets held in the Separate Account. We are not obligated to invest according to specific guidelines or strategies except as may be required by New Jersey and New York insurance laws.

## CHARGES

**General:** The charges which are, or may be, deducted from your Annuity include, but are not limited to: any applicable Contingent Deferred Sales Charge, the Insurance Charge, Tax Charges, and charges for any benefits provided by rider or endorsement.

**Insurance Charge:** The Insurance Charge only applies to the portion of Account Value invested in the Variable Sub-Account(s). The Insurance Charge consists of the Mortality and Expense Risk Charge and Administration Charge and is assessed on each Valuation Day as part of the net investment factor at the daily equivalent of the rate shown in the Annuity Schedule, certain endorsements and the Schedule Supplements of certain riders made a part of this Annuity. See the “Account Value” section of this Annuity for a description of how the Insurance Charge is deducted. For purposes of determining the level of Insurance Charge we use the sum of all Purchase Payments prior to the application of any fees, charges or Tax Charges, less the sum of all Partial Withdrawals and Required Minimum Distributions since the Issue Date.

**Tax Charges:** The Annuity may include a charge generally intended to approximate any applicable premium tax, retaliatory tax and other taxes imposed on us by a state, municipality or other jurisdiction, including any taxes that may be imposed on the Separate Account or General Account, if applicable. In some cases the Tax Charges may be more, and in some cases less, than the actual amount of taxes we are required to pay with respect to a particular Annuity. We may pay these taxes when due and deduct the Tax Charges from the Account Value at a later date.

## RIGHTS AND DESIGNATIONS

You may exercise the rights, options and privileges granted in this Annuity or permitted by us. Your rights to make future changes under this Annuity terminate as of the date we receive notice of death of the Decedent. No rights of survivorship are provided except as provided herein.

You make certain designations that apply to the Annuity. These designations are subject to our rules as described in this Annuity and to various regulatory or statutory requirements, Designations may not be allowed to ensure compliance with federal tax law. These designations may include an Owner(s), an Annuitant, a Joint Annuitant, a Contingent Annuitant(s), a Beneficiary(ies), and a contingent Beneficiary(ies). Certain designations are required, as indicated below.

**Owner(s):** An Owner must be named. You may name more than one Owner; however, we may limit the number of Owners. If you name more than one Owner, all rights reserved to Owners are then held equally by all Owners. We require the consent in Good Order of all Owners and any other party with current vested rights for any transaction for which we require the written consent of Owners. However, if the Owners each provide us with instructions that we find acceptable, we will permit an Owner to act independently on behalf of all the Owners with respect to those transactions which would otherwise require the written consent of all Owners. We will send all communications to the address of the first named Owner.

**Annuitant:** You must name an Annuitant. You may name a Joint Annuitant or a Contingent Annuitant(s), subject to our approval. If an Annuitant who is not an Owner predeceases any Owner who is a natural person, not an entity, and:

(a) a Joint Annuitant is designated and alive, then the Joint Annuitant becomes the Annuitant; or

(b) no Joint Annuitant is designated and alive, then the designated Contingent Annuitant becomes the Annuitant; or

(c) no Contingent Annuitant is designated or alive, then the Owner becomes the Annuitant; or

(d) no Joint Annuitant or Contingent Annuitant is designated or alive and there are multiple Owners who are natural persons, then the oldest of such Owners becomes the Annuitant.

**Beneficiary(ies):** The Death Benefit is payable to the Beneficiary(ies). You may designate one or more Beneficiaries and designate one or more classes of Beneficiaries: (i) primary Beneficiaries and (ii) contingent Beneficiaries. If you make such a designation, the proceeds are payable in equal shares to the survivors in the appropriate Beneficiary class, unless you request otherwise in Good Order.

Unless otherwise required by law, if the primary Beneficiary(ies) predeceases the Decedent as described in the Death Benefit section, the Death Benefit proceeds will become payable to the contingent Beneficiary(ies). If the Beneficiary(ies) dies after the death of the Decedent, but before the Death Benefit proceeds are paid, the Death Benefit proceeds will be payable to the Beneficiary's(ies') estate(s) upon our receipt of Due Proof of Death of the Decedent. If no Beneficiary is alive when the Death Benefit proceeds are determined or there is no Beneficiary designation, the proceeds are payable to any surviving Owner(s), including an Owner that is an entity. If there is no surviving Owner(s), the proceeds are payable to the Decendent's estate.

**Changing Designations:** You may request to change the Owner(s), Annuitant, Joint Annuitant, Contingent Annuitant, Beneficiary and contingent Beneficiary designations by sending us a request in Good Order. Such changes will be subject to our acceptance. We will not accept changes if:

(a) a new Owner is designated subsequent to the Owner's death or, if there are multiple Owners, the first of such Owners to die, unless the Owner designation is the result of Spousal Continuation;

(b) a new Owner is designated such that the new Owner is older than the age for which we would then issue the Annuity as of the effective date of such change, unless the change is the result of Spousal Continuation if we then permit Spousal Continuation at the age of the proposed Owner;

(c) anew Annuitant is designated subsequent to the Annuity Date if the annuity option selected includes a life contingency;

(d) a new Annuitant is designated prior to the Annuity Date when the Owner is an entity; and

(e) the request is received at our Service Office after the Annuity Date.

If there is a change of Owner(s) or Annuitant, the Latest Available Annuity Date will be based on the age of the oldest Owner(s) or Annuitant once the change is made. The Annuity Date must: (a) be on or after the Earliest Available Annuity Date and on or before the new Latest Available Annuity Date; and (b) must be consistent with applicable laws and regulations at the time.

A change of Owner or Annuitant will take effect on the date the notice of change is signed, unless otherwise specified by you, subject to any payments made or actions taken by us prior to our receipt of the notice in Good Order. An Owner may seek to transfer ownership of the Annuity, subject to the interest of any assignee or beneficiary of record. We may reject any ownership change at any time, on a non-discriminatory basis for purposes of satisfying applicable law or regulation. We assume no responsibility for the validity or tax consequences of any change of ownership.

Unless designated as "irrevocable", you may instruct us to change the Beneficiary. An irrevocable Beneficiary is one whose written consent is needed before you can change the Beneficiary or exercise certain other rights. A change of Beneficiary will take effect on the date the notice of change is signed, unless otherwise specified by you, subject to any payments made or actions taken by us prior to our receipt of the notice in Good Order.

## DISTRIBUTIONS

**General:** We require you submit a request in Good Order to our Service Office for any withdrawal or surrender. Unless we receive instructions from you prior to a withdrawal, we will take the withdrawal first pro-rata from the Variable Sub-Accounts in which your Account Value is allocated. Once the Account Value in all Variable Sub-Accounts has been depleted, we will deduct any remaining withdrawals pro-rata from the Index Strategy(ies) in which you have Account Value allocated. We price any distribution on the Valuation Day we receive all required materials in Good Order.

**Surrender:** Full Surrender of your Annuity for its Surrender Value is permitted during the Accumulation Period.

**Partial Withdrawals:** You may withdraw part of your Surrender Value. If the amount of the Partial Withdrawal request reduces your Account Value below the Minimum Surrender Value After a Partial Withdrawal shown in the Annuity Schedule, we may treat your request as a request for a full surrender. If a Partial Withdrawal occurs during an Index Strategy Term, each Index Strategy Base impacted will be reduced proportionally by the applicable amount that the Partial Withdrawal reduced the Index Strategy's Interim Value immediately prior to the Partial Withdrawal.

**Free Withdrawals:** Each Annuity Year you may withdraw a limited amount of Account Value without application of any Contingent Deferred Sales Charge ("free withdrawal"). The Minimum Withdrawal Amount, the Maximum Free Withdrawal Percentage, and the Minimum Surrender Value After a Partial Withdrawal are shown in the Annuity Schedule Page. Free withdrawal amounts are not available if you surrender your Annuity. If you do not make a free withdrawal during an Annuity Year, you are not permitted to carry over the free withdrawal amount to a subsequent Annuity Year.

The Maximum Free Withdrawal Percentage is applied to the total amount of "new" Purchase Payments to determine the maximum free withdrawal amount. "New" Purchase Payments are those received that are still subject to any applicable Contingent Deferred Sales Charge. The applicable Contingent Deferred Sales Charge may apply to withdrawals exceeding the maximum free withdrawal amount.

For partial withdrawal purposes, amounts are deemed to be withdrawn from your Annuity in the following order:

(1) from any amount then available as a free withdrawal; then from

(2) "old" Purchase Payments not previously withdrawn (those Purchase Payments to which any applicable Contingent Deferred Sales Charges no longer apply prior to the withdrawal); then from

(3) "new" Purchase Payments not previously withdrawn (if there are multiple "new" Purchase Payments, the one received earliest is withdrawn first, then the one received next earliest, and so forth); then from

(4) other Surrender Value.

**Required Minimum Distributions:** If your Annuity is being used for certain qualified purposes under the Internal Revenue Code, you may be required to begin receiving minimum distributions on a periodic basis from your Annuity. The total amount of the minimum distributions required under the Code may depend on other annuities, savings or investments you have. We will calculate a required minimum distribution amount each year, based solely on the value of this Annuity. The amount we calculate ("Required Minimum Distribution") will not be based on any other annuities, savings or investments. We will notify you of the Required Minimum Distribution amount each year. If you choose to have the Required Minimum Distribution paid out from this Annuity, you must do so through a program we make available.

If you choose to take your Required Minimum Distribution from this Annuity, unless we receive other instructions from you, we will take each Required Minimum Distribution first pro-rata from the Variable Sub-Accounts in which your Account Value is allocated. Once the Account Value in all Variable Sub-Accounts has been depleted, we will deduct any remaining Required Minimum Distribution pro-rata from the Index Strategy(ies) in which you have Account Value allocated. If the amount of the Required Minimum Distribution reduces your Account Value below the Minimum Surrender Value After a Partial Withdrawal, we may treat the distribution as a full surrender of the Annuity. After the Annuity Date, we will view the annuity payments as your Required Minimum Distributions with respect to the Annuity. If a Required Minimum Distribution occurs during an Index Strategy Term, each Index Strategy Base impacted will be reduced proportionally by the applicable amount that the Required Minimum Distribution reduced the Index Strategy's Interim Value immediately prior to the Required Minimum Distribution.

No Contingent Deferred Sales Charge is assessed against amounts withdrawn as Required Minimum Distributions over your life or life expectancy, but only if we calculate the Required Minimum Distribution amount for this Annuity and you are participating in a systematic withdrawal program established for their payment. Any applicable Contingent Deferred Sales Charge may apply to amounts withdrawn to meet minimum distributions in relation to other annuities, savings and investments you may have or to any minimum distributions that are based on this Annuity but which are not calculated by us.

Amounts withdrawn as Required Minimum Distributions are considered to come first from the amounts available as a free withdrawal. For purposes of calculating any applicable Contingent Deferred Sales Charge, Required Minimum Distributions meeting the requirements above greater than the free withdrawal amount are not deemed to be a withdrawal of Purchase Payments.

## DEATH BENEFIT

**Death Benefit:** The amount of the Death Benefit is equal to the Account Value on the date we receive Due Proof of Death of the Decedent.

A Death Benefit is payable only if your Account Value at the time of the Decedent's death is greater than zero.

If the Owner is a natural person, not an entity, the Owner is the Decedent upon his or her death. If there is more than one Owner, each being a natural person, the first of such Owners to die is the Decedent.

If the Owner is an entity, and there is no Contingent Annuitant, then the Annuitant is the Decedent and the Death Benefit is payable upon the Annuitant's death or the first Annuitant to die if there are Joint Annuitants.

If the Owner is an entity, and there is a Contingent Annuitant, no Death Benefit is payable upon the death of the Annuitant. The Contingent Annuitant may become the Annuitant.

The Death Benefit is determined as of the date we receive Due Proof of Death of the Decedent. Unless Spousal Continuation occurs on the date we receive Due Proof of Death, we transfer all amounts due each Beneficiary from whom we do not have payment instructions to the Holding Account until we receive such instructions in Good Order.

For contracts not held for qualified purposes, in the event of death before the Annuity Date, the Death Benefit must be distributed: (a) within five years of the date of death of the Decedent; or (b) as to each Beneficiary, over a period not extending beyond the life expectancy of the Beneficiary or over the life of the Beneficiary, with such distributions commencing over the applicable period within one year of the date of death. Except as noted below in the "Spousal Continuation" section, we assume that the Death Benefit is to be paid out under (a), above, unless we receive a different election.

The Owner(s) may elect the method of payment to each Beneficiary, subject to our then current rules, prior to the date of death of the Decedent. When no such election is made as to a specific Beneficiary, such Beneficiary must elect the method of payment within 60 days of the date we receive all required documentation in Good Order in order to pay the Death Benefit to that Beneficiary. If no election is made within 60 days, the default will be distribution within five years of the date of death of the Decedent as noted in (a) above.

The Owner may elect to have any amount of the proceeds due to a Beneficiary applied under any of the Annuity Payout Options described in the "Annuity Payment Options" section, or any other option we then make available. If you make such an election, a Beneficiary may not alter such an election. However, if you have not previously made such an election, a Beneficiary may make such an election as to the proceeds due that Beneficiary. The Beneficiary will be the "measuring life" for determining the amount of any annuity payments dependent on the continuation of life. We may require evidence satisfactory to us of the age of the measuring life prior to commencement of any annuity payments.

In the event of death on or after the Annuity Date, we distribute any payments due subsequent to an Owner's or Annuitant's death at least as rapidly as under the method of distribution in effect as of the date of such Owner's or Annuitant's death.

Generally, payouts of 10 year or more apply to eligible designated beneficiaries on qualified contracts.

**Spousal Continuation:** We allow the spouse to continue the Annuity subsequent to a Decedent's death, subject to our receipt of Due Proof of Death. The situations where the Annuity may continue subsequent to a death include the following scenarios on the date we receive Due Proof of Death of the Decedent:

(a) there is only one Owner of the Annuity and there is only one Beneficiary who is the Owner's spouse, or

(b) there are two Owners who are married to each other on the date of death of the Decedent, and the surviving Owner is the sole primary Beneficiary under the Annuity, or

(c) there are two Owners who are married to each other on the date of death of the Decedent, and no Beneficiary designation has been elected, in which case the surviving spouse Owner is the sole primary Beneficiary pursuant to the Beneficary(ies) section of this Annuity.

Spousal Continuation may occur only once. Upon continuation of the Annuity by the Spouse, we will waive any Contingent Deferred Sales Charge applicable to Purchase Payments made before Spousal Continuation.

**Common Disaster:** If an Owner and a Beneficiary die in a common disaster, it must be proved to our satisfaction that the Owner died first and the Beneficiary survived the Owner(s) (or Annuitant if entity owned) by at least 30 days. In this situation, the Death Benefit proceeds will be payable to the Beneficiary's(ies') estate(s) upon our receipt of Due Proof of Death of the Decedent. When there is insufficient evidence to determine the order of death, then, unless prohibited by law, we will deem the Owner to have survived the Beneficiary.

If: (a) the Owner is an entity; (b) no Contingent Annuitant has been designated, we will deem the Annuitant to be the last survivor and pay the proceeds to any remaining Beneficiary, or if none, to any remaining contingent Beneficiary, or if none, to the Owner.

## ANNUITY PAYOUT OPTIONS

**General:** This Annuity provides for payments under one of the Annuity Options described below. Any other available Annuity Options, in addition to those shown, may be selected with our consent. Certain Annuity Options may not be available, depending on the age of the Annuitant and any remaining Contingent Deferred Sales Charge if applicable. You will be the payee of the payments under the Annuity Option selected, unless we receive other instructions in Good Order. We may limit the length of any Annuity Option including, but not limited to, any default option and any period certain, to conform with applicable tax rules.

Annuity payments can be guaranteed for a period certain and life, as described below. You may choose an Annuity Date, an Annuity Option and the frequency of annuity payments. Your choice of Annuity Date and Annuity Option may be limitedin order to comply with federal tax requirements that apply to your Annuity.

The Earliest Available Annuity Date and Latest Available Annuity Date as of the Issue Date are shown in the Annuity Schedule. You may change your choices at any time up to thirty days before any Annuity Date you selected. We must receive your request in Good Order.

On the Annuity Date we apply the Account Value, less any applicable Tax Charges, to the Annuity Option you select. If you have not selected an Annuity Option, the default Annuity Option will be Option 1 with a certain period of 120 months (but not to exceed the life expectancy of the Annuitant at the time the Annuity Option becomes effective, as computed under applicable IRS tables).

If, on the Annuity Date, the amount that would otherwise be applied to the Annuity Option is less than the Minimum Surrender Value at Annuitization on the Annuity Date, or the initial annuity payment is less than the Minimum Annuity Payment, we may pay you the Account Value in one lump sum in full satisfaction of our obligations under this Annuity. The Minimum Surrender Value at Annuitization and the Minimum Annuity Payment are shown in the Annuity Schedule.

**Annuity Options:** You may elect one of the Annuity Options listed below or any other Annuity Option we may make available. 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 any single premium immediate annuity contract offered by us on the Annuity Date to the same class of Annuitants. The basis of computation for each Annuity Option is shown in the Annuity Schedule.

**Option 1: Payments for Life with a 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 this Annuity has Joint Annuitants, annuity payments will be based on the remaining lifetime of one Annuitant designated by the Owner. 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 you have not selected an Annuity Option this will be the default Annuity Option as outlined above.

**Option 2: Joint and Last Survivor:** We will pay equal periodic payments for the joint remaining lifetimes of Joint Annuitants. Annuity payments end with the last scheduled annuity payment due before the last surviving Annuitant's death. We will not make any annuity payments to the Beneficiary under this option.

We may require evidence satisfactory to us of the age of the Annuitant upon whose life payment amounts are calculated prior to commencement of any annuity payments.

**Death During the Payout Period:** In the Payout Period, subsequent to the death of the Annuitant, we continue to pay any Period Certain payments (payments not contingent on the continuance of any life) to the Owner (or named payee, if requested by the Owner) or, if applicable, any named Beneficiary. If no Beneficiary has been named, any remaining Period Certain payments will be paid to the Decedent's estate. Note that the Beneficiary designation during the Accumulation Period is applicable to the Payout Period unless you have indicated otherwise.

**Recovery of Excess Annuity Payments:** Other than "Period Certain" payments, we may recover any annuity payments we have made after the Annuitant's death under any annuity option.

**Annuity Payments:** Annuity payments under Option 1 and 2 above do not fluctuate. The Account Value on the Annuity Date, less any applicable Tax Charges, is used to determine the annuity payments. The payment amount will be determined based on the annuity rates for the annuity option and the frequency of payment selected. The annuity rates per $1,000 of value for Monthly Annuity Payments under Options 1 (assuming 120 Months Period Certain) and Option 2 above will not be less than those shown in the Annuity Tables in the Annuity Schedule.

## GENERAL PROVISIONS

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

**Deferral of Transactions:** We may defer payment of any Partial Withdrawal or Surrender of the Annuity for a period not to exceed 6 months. If we defer such payment for more than ten days, we will pay interest as required by applicable New York law.

Any transfer or reallocation from any Variable Sub-Account will be executed in a timely manner, in no event will the transfer or reallocation exceed seven calendar days from the date the transaction is requested.

In addition to the allocation requirements outlined in this Annuity, all transactions into, out of, or based on any Allocation Option may be postponed whenever: (1) the New York Stock Exchange is closed (other than customary holidays or weekends) or trading on the New York Stock Exchange is restricted as determined by the SEC; (2) the SEC permits postponement and so orders; or (3) the SEC determines that an emergency exists making valuation or disposal of securities not reasonably practical.

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

**Evidence of Survival:** Before we make a payment, we have the right to require proof of continued life and any other documentation we need to make a payment. We can require this proof for any person whose life or death determines whether or to whom we must make the payment.

**Facility of Payment:** Subject to applicable law, we may, in settlement of full liability, make payments to a guardian, conservator or other legal representative if a payee is legally incompetent.

**Incontestability:** We will not contest this Annuity. Any statements made in applying for the Annuity are considered representations, not warranties.

**Minimum Benefits:** The benefits provided by this Annuity are not less than the minimum benefits required by applicable law in New York where this Annuity is delivered. Such benefits may be modified by Partial Withdrawals or Surrender, as described in the applicable sections of this Annuity.

**Misstatement of Age or Sex:** If there has been a misstatement of the age and/or sex of any person upon whose life any amounts we are obligated to determine in order to make any payment, including charges and annuity payments, the Death Benefit or any increase to Account Value under the "Spousal Continuation" section, we will adjust such amounts to conform to that for the correct age and/or sex. As to annuity payments: (a) any underpayments by us will be remedied on the next payment following correction with interest at a rate as indicated in the Annuity Schedule and (b) any overpayments by us will be charged against future amounts payable by us under your Annuity.

**Nonparticipation:** The Annuity does not share in our profits or surplus earnings.

**Participation and Termination of Certain Programs We May Offer:** To elect to participate in, or to terminate participation in, any program we may offer, we must receive your request in Good Order at our Service Office.

**Reports to You:** We will provide you with reports at least once annually. Each report will show: beginning and ending dates of the current report period; Account Value on both of these dates; Partial Withdrawals or Surrender during the current report period; Purchase Payments during the current report period; and the Surrender Value and Death Benefit amounts at the end of the current report period. You may request additional reports; we may charge up to $50 for each such additional report.

**Reserved Rights:** In addition to rights specifically reserved elsewhere in this Annuity, we reserve the right to perform any or all of the following: (a) combine a Variable Sub-Account with other Variable Sub-Accounts; (b) combine the Variable Separate Account(s) shown in the Annuity Schedule with other "unitized" separate accounts; (c) combine the Index Strategies Separate Account with other "non-unitized," "non-insulated" separate accounts; (d) deregister the Variable Separate Account(s) shown in the Annuity Schedule under the Investment Company Act of 1940; (e) operate the Variable Separate Account(s) shown in the Annuity Schedule as a management investment company under the Investment Company Act of 1940 or in any other form permitted by law; (f) make changes required by any change in the federal securities laws, including, but not limited to, the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any changes to the Securities and Exchange Commission's interpretation thereof; (g) make changes that are necessary to maintain the tax status of your Annuity, any rider, amendment or endorsement attached hereto or any charge or distribution from your Annuity under the Internal Revenue Code; (h) make any changes required by Federal or New York laws with respect to annuity contracts; and (i) to the extent dictated by any Portfolio, impose a redemption fee or restrict transactions within any Variable Sub-Account. We reserve the right to modify this Annuity to conform to applicable New York or federal law without receiving your prior consent, unless such change diminishes your overall rights and/or benefits under the previously issued contract.

We may eliminate Variable Sub-Accounts, restrict or prohibit additional allocations to certain Variable Sub-Accounts, or substitute one or more new Portfolios for the one in which a Variable Sub-Account is invested in which case any reference to pro-rata allocations would include only those Variable Sub-Accounts that do not restrict or prohibit additional allocations. Substitutions may be necessary if we believe a Portfolio no longer suits the purpose of the Annuity. This may happen due to a change in laws or regulations, or a change in the investment objectives or restrictions of a Portfolio, or because the Portfolio is no longer available for investment, or for any other reason. We would obtain the approval of the New York Department of Financial Services, and any required regulatory prior approval. If an Index described in any Index Strategy Endorsement made a part of your Annuity is no longer available to us, or if the manner by which the Index is determined substantially changes, we will substitute a comparable Index. We would obtain the approval of the New York Department of Financial Services, and any required regulatory prior approval. We will notify you and any assignee of the substitution.

**Riders or Endorsements:** One or more riders or endorsements may be attached and made part of your Annuity as of the Issue Date or may be added later if we allow such later election at the time you so request. Such riders or endorsements may contain additional or different definitions and other provisions which may amend or replace the definitions and other provisions in your Annuity including, but not limited to, Allocation Options, surrenders, withdrawals, transfers, Spousal Continuation, and the Death Benefit. Charges may also apply to any benefit provided by rider or endorsement. Please refer to any applicable rider, endorsement and their respective schedule supplements for details regarding the impact on any provisions in this Annuity. Riders or endorsements pertaining to a benefit program, Allocation Option, or special program available as of the Issue Date of this Annuity may not be available in the future.

**Tax Reporting and Withholding:** We comply with all applicable federal and New York tax reporting and withholding laws and regulations with respect to this Annuity. Events giving rise to such tax reporting and

withholding include, but are not limited to: (a) annuity payments; (b) payment of Death Benefits; (c) other distributions from the Annuity; and (d) transfers and assignments.

**Transfers, Assignments or Pledges:** Generally, your rights in this Annuity may be transferred, assigned or pledged for loans. However, these rights may be limited to maintain the Annuity's tax qualification. You may assign this Annuity before the Annuity Date. No assignment of this Annuity shall be binding on us unless a request to assign this Annuity has been received in our Service Office in Good Order. Any assignment will be subject to any prior assignment of record. We will not consent if the assignment or other transfer would violate or result in noncompliance with any applicable New York state or federal law or regulation. We will not assume any responsibility for the validity, sufficiency or tax consequences of an assignment. However, we may require proof of the nature and extent of the assignee's interest before we make a payment to the assignee. Unless otherwise specified by the Owner in the request, the assignment shall take effect on the date the notice of assignment is signed by the Owner, subject to any payments made or actions taken by us prior to recording of the request at the Service Office.

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED INDEX-LINKED VARIABLE ANNUITY. NON-PARTICIPATING. PAYOUT OPTIONS ARE SPECIFIED IN THE ANNUITY. OTHER PAYOUT OPTIONS MAY BE MADE AVAILABLE.**

ANNUITY SCHEDULE PAGE

ANNUITY NUMBER: [001-00001] ISSUE DATE: [September 1, 2022]

TYPE OF BUSINESS: [Non-Qualified]

| | | |
|---|---|---|
| OWNER: [John Doe] | DATE OF BIRTH: [October 21, 1972] | SEX: [Male] |
| [OWNER: [Mary Doe] | DATE OF BIRTH: [October 15, 1972] | SEX: [Female]] |
| ANNUITANT: [John Doe] | DATE OF BIRTH: [October 21,1972] | SEX: [Male] |
| [JOINT ANNUITANT: [Mary Doe] | DATE OF BIRTH: [January 15, 1952] | SEX: [Female]] |
| [CONTINGENT ANNUITANT: [Mary Doe] | DATE OF BIRTH: [January 15, 1952] | SEX: [Female]] |

ALLOCATION OF INITIAL PURCHASE PAYMENT

PURCHASE PAYMENT: [$100,000.00]

MAXIMUM TOTAL PURCHASE PAYMENTS: [$1,000,000.00] without Home Office approval

INDEX STRATEGY ALLOCATION PERCENTAGE(S):

| | | |
|---|---|---|
| [Point to Point with Cap Index Strategy | | [100%] |
| [S&P 500® Index, Price Return] | [1 Year]<br>[15.00% Buffer] | [$100,000.00] |
| Tiered Participation Rate Index Strategy | | [0%] ] |

TRANSFER ACCOUNT ALLOCATIONS PERCENTAGE:

| | |
|---|---|
| Transfer Account | [0%]<br>[$0.00] |

VARIABLE SUB-ACCOUNT ALLOCATION PERCENTAGE:

| | |
|---|---|
| [MFS® International Growth Portfolio – Service Class] | [0%] |
| [MFS® Total Return Bond Series – Service Class] | [0%] |
| [MFS® Total Return Series – Service Class] | [0%] |
| [MFS® Value Series – Service Class] | [0%] |
| [PSF PGIM Government Money Market Portfolio – Class III] | [0%] |

TRANSFER ACCOUNT PERIOD: [45] Days from [the date the application is signed]

PURCHASE PAYMENT LIMITATION: Purchase Payments may be accepted up to and including the day prior to the later of: the oldest Owner's [86th] birthday (the Annuitant's [86th] birthday if the Annuity is owned by an entity), or the first anniversary of the Issue Date, unless otherwise required by applicable law or regulation to maintain the tax status of this Annuity. We may limit or reject additional Purchase Payments in a non-discriminatory manner if market and/or economic conditions decline to a point where the yield on investments or the cost and availability of hedging options to support the replication of the index strategy credits do not allow us to support the guarantees of the Annuity or if we offer a modified version of this contract for new business or we are not making the contract available to new business.

MINIMUM ADDITIONAL PURCHASE PAYMENT: [$100]

MINIMUM ADDITIONAL PURCHASE PAYMENT UNDER AUTOMATIC PURCHASE PLANS: [$50]

ANNUITY SCHEDULE PAGE (continued)

WITHDRAWALS

MAXIMUM FREE WITHDRAWAL PERCENTAGE: [10%] of Purchase Payments

MINIMUM WITHDRAWAL AMOUNT: [$100]

MINIMUM SURRENDER VALUE AFTER A PARTIAL WITHDRAWAL: [$5,000]

ALLOCATION OF ACCOUNT VALUE

MINIMUM VARIABLE SUB-ACCOUNT AMOUNT: [$20]

MINIMUM INDEX STRATEGY AMOUNT: [$2,000]

CHARGES

INSURANCE CHARGE (ONLY APPLICABLE TO ACCOUNT VALUE ALLOCATED TO THE VARIABLE SUB-ACCOUNT(S)):

MORTALITY AND EXPENSE RISK CHARGE:

For Purchase Payments less than [$1,000,000] the Insurance Charge is [1.15%]

For Purchase Payments of [$1,000,000] or more the Insurance Charge is reduced to [1.05%]

ADMINISTRATION CHARGE: [0.15%]

CONTINGENT DEFERRED SALES CHARGE: The Contingent Deferred Sales Charge for each Purchase Payment is a percentage of the Purchase Payment being withdrawn that is in excess of the Free Withdrawal amount. The charge decreases as the Purchase Payment ages. The aging of a Purchase Payment is measured from the date it is allocated to your Annuity. The charge percentage is shown below. The charge is deducted from the Allocation Options in the same proportion as the withdrawal upon which it is assessed.

| Age of Purchase Payment Being Withdrawn | | | | | | |
|---|---|---|---|---|---|---|
| Year 0-1 | Year 1-2 | Year 2-3 | Year 3-4 | Year 4-5 | Year 5-6 | Year 6 or older |
| 7% | 7% | 6% | 5% | 4% | 3% | 0.00 |

[MEDICALLY RELATED SURRENDER AMOUNT: [$500,000]]

[Due Proof of Death Period: [1 Year]]

ANNUITIZATION

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

EARLIEST AVAILABLE ANNUITY DATE: One year from the Issue Date

MINIMUM ANNUITY PAYMENT: $20 per month

MINIMUM SURRENDER VALUE AT ANNUITIZATION: $2,000

ANNUITY SCHEDULE PAGE (continued)

## ANNUITY TABLES

The rates in Tables 1 and 2 below are applied to the Account Value on the Annuity Date to compute the minimum amount of the annuity payment for the payout options described below. Table 1 is used to compute the minimum annuity payment under Option 1 (Payments for Life with 120 Months Period Certain). 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 interest rate of 0.50% per year. 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.

| 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 2 | 2070 through 2079 | Actual Age minus 7 |
| 2030 through 2039 | Actual Age minus 3 | 2080 through 2089 | Actual Age minus 8 |
| 2040 through 2049 | Actual Age minus 4 | 2090 through 2099 | Actual Age minus 9 |
| 2050 through 2059 | Actual Age minus 5 | 2100 through 2109 | Actual Age minus 10 |
| 2060 through 2069 | Actual Age minus 6 | 2110 through 2119 | Actual Age minus 11 |

AMOUNT OF MONTHLY PAYMENT FOR EACH $1,000 APPLIED

| Table 1: ANNUITY OPTION 1 – Payments for Life with 120 Months Period Certain | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Adjusted Age | Male | Female | Adjusted Age | Male | Female | Adjusted Age | Male | Female |
| 41 | 1.87 | 1.73 | 61 | 3.02 | 2.72 | 81 | 5.95 | 5.51 |
| 42 | 1.91 | 1.77 | 62 | 3.11 | 2.80 | 82 | 6.15 | 5.73 |
| 43 | 1.95 | 1.8 | 63 | 3.21 | 2.88 | 83 | 6.34 | 5.95 |
| 44 | 1.99 | 1.83 | 64 | 3.31 | 2.97 | 84 | 6.53 | 6.17 |
| 45 | 2.03 | 1.87 | 65 | 3.42 | 3.06 | 85 | 6.72 | 6.38 |
| 46 | 2.07 | 1.90 | 66 | 3.53 | 3.16 | 86 | 6.90 | 6.60 |
| 47 | 2.12 | 1.94 | 67 | 3.65 | 3.27 | 87 | 7.07 | 6.80 |
| 48 | 2.17 | 1.98 | 68 | 3.78 | 3.38 | 88 | 7.24 | 7.00 |
| 49 | 2.22 | 2.03 | 69 | 3.91 | 3.49 | 89 | 7.39 | 7.19 |
| 50 | 2.27 | 2.07 | 70 | 4.05 | 3.62 | 90 | 7.54 | 7.36 |
| 51 | 2.32 | 2.12 | 71 | 4.19 | 3.75 | 91 | 7.67 | 7.52 |
| 52 | 2.38 | 2.16 | 72 | 4.34 | 3.89 | 92 | 7.80 | 7.67 |
| 53 | 2.44 | 2.21 | 73 | 4.50 | 4.03 | 93 | 7.91 | 7.80 |
| 54 | 2.50 | 2.27 | 74 | 4.67 | 4.19 | 94 | 8.02 | 7.92 |
| 55 | 2.56 | 2.32 | 75 | 4.84 | 4.35 | 95 | 8.11 | 8.03 |
| 56 | 2.63 | 2.38 | 76 | 5.01 | 4.53 | _ | _ | _ |
| 57 | 2.70 | 2.44 | 77 | 5.19 | 4.71 | _ | _ | _ |
| 58 | 2.77 | 2.51 | 78 | 5.38 | 4.90 | _ | _ | _ |
| 59 | 2.85 | 2.57 | 79 | 5.57 | 5.10 | _ | _ | _ |
| 60 | 2.94 | 2.64 | 80 | 5.76 | 5.30 | _ | _ | _ |

ANNUITY SCHEDULE PAGE (continued)

| Table 2: ANNUITY OPTION 2 - Joint and Last Survivor | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Male Adjusted Age | Female Adjusted Age | | | | | | | | | | |
| | 45 | 50 | 55 | 60 | 65 | 70 | 75 | 80 | 85 | 90 | 95 |
| 45 | 1.71 | 1.79 | 1.86 | 1.92 | 1.96 | 1.99 | 2.01 | 2.02 | 2.03 | 2.03 | 2.03 |
| 50 | 1.76 | 1.87 | 1.98 | 2.07 | 2.14 | 2.19 | 2.22 | 2.25 | 2.26 | 2.27 | 2.27 |
| 55 | 1.80 | 1.94 | 2.08 | 2.21 | 2.32 | 2.41 | 2.48 | 2.52 | 2.55 | 2.56 | 2.57 |
| 60 | 1.82 | 1.99 | 2.16 | 2.34 | 2.51 | 2.65 | 2.77 | 2.85 | 2.90 | 2.93 | 2.95 |
| 65 | 1.84 | 2.02 | 2.22 | 2.44 | 2.68 | 2.9 | 3.09 | 3.24 | 3.35 | 3.41 | 3.44 |
| 70 | 1.85 | 2.04 | 2.26 | 2.53 | 2.82 | 3.13 | 3.44 | 3.70 | 3.90 | 4.03 | 4.10 |
| 75 | 1.86 | 2.05 | 2.29 | 2.58 | 2.92 | 3.32 | 3.76 | 4.18 | 4.54 | 4.81 | 4.97 |
| 80 | 1.86 | 2.06 | 2.31 | 2.61 | 3.00 | 3.47 | 4.03 | 4.64 | 5.24 | 5.73 | 6.07 |
| 85 | 1.87 | 2.07 | 2.32 | 2.63 | 3.04 | 3.56 | 4.22 | 5.03 | 5.92 | 6.75 | 7.40 |
| 90 | 1.87 | 2.07 | 2.32 | 2.64 | 3.06 | 3.62 | 4.35 | 5.31 | 6.49 | 7.74 | 8.86 |
| 95 | 1.87 | 2.07 | 2.33 | 2.65 | 3.08 | 3.65 | 4.43 | 5.50 | 6.91 | 8.60 | 10.29 |

SEPARATE ACCOUNT(S):

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

INDEX STRATEGIES SEPARATE ACCOUNT(S): [Pruco Life Insurance Company of New Jersey Index Strategies Separate Account]

GENERAL PROVISIONS:

MISSTATEMENT OF AGE OR SEX INTEREST RATE: [0.50%]

RIDERS AND ENDORSEMENTS MADE A PART OF THE ANNUITY ON THE ISSUE DATE:
[Medically Related Surrender Endorsement
Return of Purchase Payments Death Benefit Rider
Point to Point with Cap Index Strategy Endorsement
Tiered Participation Rate Index Strategy Endorsement
Performance Lock Index Linked Variable Annuity Endorsement
Individual Retirement Annuity Endorsement
Roth Individual Retirement Annuity Endorsement
Beneficiary Annuity Endorsement
Beneficiary Individual Retirement Annuity Endorsement
Beneficiary Roth Individual Retirement Annuity Endorsement]

ANNUITY SCHEDULE PAGE

ANNUITY NUMBER: [001-00001] ISSUE DATE: [September 1, 2022]

TYPE OF BUSINESS: [Non-Qualified]

BENEFICIAL OWNER: [John Doe DCD FBO Jack Doe] DATE OF BIRTH: [May 21,1975] SEX: [Male]

KEY LIFE: [Jack Doe] DATE OF BIRTH: [October 21,1975] SEX: [Male]

ALLOCATION OF INITIAL PURCHASE PAYMENT

PURCHASE PAYMENT: [$100,000.00]

MAXIMUM TOTAL PURCHASE PAYMENTS: [$1,000,000.00] without Home Office approval

KEY LIFE: The Key Life is the person whose life expectancy is used to determine payments under this Annuity.

BENEFICIAL OWNER: The individual that acquired an interest in the death benefit proceeds under the Decedent's contract.

INDEX STRATEGY ALLOCATION PERCENTAGE(S):

| | | | |
|---|---|---|---|
| [Point to Point with Cap Index Strategy | | [100%] | |
| [S&P 500® Index, Price Return] | [ 1 Year] | [$100,000.00] | [15.00% Buffer] |
| [Tiered Participation Rate Index Strategy | | [0%] ] | |

TRANSFER ACCOUNT ALLOCATIONS PERCENTAGE:

TRANSFER ACCOUNT [$00.00] [0%]

TRANSFER ACCOUNT PERIOD: [45] Days from [the date the application is signed]

VARIABLE SUB-ACCOUNT ALLOCATION PERCENTAGE:

| | |
|---|---|
| [MFS® International Growth Portfolio – Service Class] | [0%] |
| [MFS® Total Return Bond Series – Service Class] | [0%] |
| [MFS® Total Return Series – Service Class] | [0%] |
| [MFS® Value Series – Service Class] | [0%] |
| [PSF Government Money Market Portfolio – Class III] | [0%] |

PURCHASE PAYMENT LIMITATION: No Additional Purchase Payments accepted

MINIMUM ADDITIONAL PURCHASE PAYMENT: Not applicable

MINIMUM ADDITIONAL PURCHASE PAYMENT UNDER AUTOMATIC PURCHASE PLANS: Not applicable

WITHDRAWALS

MAXIMUM FREE WITHDRAWAL PERCENTAGE: [10%] of Purchase Payments

MINIMUM WITHDRAWAL AMOUNT: [$100]

MINIMUM SURRENDER VALUE AFTER A PARTIAL WITHDRAWAL: [$5,000]

ANNUITY SCHEDULE PAGE (continued)

ALLOCATION OF ACCOUNT VALUE

MINIMUM VARIABLE SUB-ACCOUNT AMOUNT: [$20]

MINIMUM INDEX STRATEGY AMOUNT: [$2,000]

CHARGES

INSURANCE CHARGE (ONLY APPLICABLE TO ACCOUNT VALUE ALLOCATED TO THE VARIABLE SUB-ACCOUNT(S)):

MORTALITY AND EXPENSE RISK CHARGE:
For Purchase Payments less than [$1,000,000] the Insurance Charge is [1.15%]
For Purchase Payments of [$1,000,000] or more the Insurance Charge is reduced to [1.05%]
ADMINISTRATION CHARGE: [0.15%]

CONTINGENT DEFERRED SALES CHARGE: The Contingent Deferred Sales Charge for the Purchase Payment is a percentage of the Purchase Payment being withdrawn that is in excess of the Free Withdrawal amount. The charge decreases as the Purchase Payment ages. The aging of a Purchase Payment is measured from the date it is allocated to your Annuity. The charge percentage is shown below. The charge is deducted from the Allocation Options in the same proportion as the withdrawal upon which it is assessed.

| Age of Purchase Payment Being Withdrawn | | | | | | |
|---|---|---|---|---|---|---|
| Year 0-1 | Year 1-2 | Year 2-3 | Year 3-4 | Year 4-5 | Year 5-6 | Year 6 or older |
| 7% | 7% | 6% | 5% | 4% | 3% | 0.00 |

[Medically Related Surrender Amount: [$500,000]]

Due Proof of Death Period: [1 Year]

ANNUITIZATION

LATEST AVAILABLE ANNUITY DATE: Not applicable

EARLIEST AVAILABLE ANNUITY DATE: Not applicable

MINIMUM ANNUITY PAYMENT: Not applicable

MINIMUM SURRENDER VALUE AT ANNUITIZATION: Not applicable

SEPARATE ACCOUNT(S):

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

INDEX STRATEGIES SEPARATE ACCOUNT(S): [ Pruco Life Insurance Company of New Jersey IndexStrategies Separate Account]

GENERAL PROVISIONS

MISSTATEMENT OF AGE OR SEX INTEREST RATE: [0.50%]

RIDERS AND ENDORSEMENTS MADE A PART OF THE ANNUITY ON THE ISSUE DATE:
[Medically Related Surrender Endorsement
Return of Purchase Payments Death Benefit Rider
Point to Point with Cap Index Strategy Endorsement
Performance Lock Index Linked Variable Annuity Endorsement
Tiered Participation Rate Index Strategy Endorsement
Beneficiary Annuity Endorsement
Beneficiary Individual Retirement Annuity Endorsement
Beneficiary Roth Individual Retirement Annuity Endorsement]

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY, NEWARK, NEW JERSEY

# RETURN OF PURCHASE PAYMENTS DEATH BENEFIT RIDER

ANNUITY NUMBER: [001-00001] EFFECTIVE DATE: [September 1, 2022]

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

This Rider will terminate upon assignment or a change in ownership of your Annuity unless the new assignee or Owner meets the qualifications specified in the Termination of this Rider and its Benefits provision. This Rider may not be re-elected after it terminates. The benefit provided pursuant to the terms of this Rider is a "Return of Purchase Payments Death Benefit." This Rider should be read in conjunction with any other Rider or Endorsement made a part of your Annuity.

Definitions:

Purchase Payment(s): A cash consideration in the currency of the United States of America given to us in exchange for the rights, privileges and benefits outlined in this Annuity reduced for any applicable fees, charges or Tax Charges.

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

Death Benefit: If we receive Due Proof of Death within the Due Proof of Death Period specified on the Annuity Schedule, beginning on the decedent's date of death, the Death Benefit of the Annuity equals the greater of (a) and (b), where:

(a) is the "Return of Purchase Payments Amount" described below; and

(b) is the Account Value as described in the "Death Benefit" section of the Annuity.

If we do not receive Due Proof of Death within the Due Proof of Death Period specified on the Annuity Schedule, beginning on the decedent's date of death, the Death Benefit of the Annuity equals (b) above. We reserve the right to waive or extend, on a non-discriminatory basis, our right to enforce the Due Proof of Death period due to a natural disaster or terrorist act. This right will only apply for purposes of determining the amount payable as a Death Benefit, and in no way restricts when a claim may be filed.

Return of Purchase Payments Amount: Initially, this is an amount equal to the initial Purchase Payment on the Effective Date of this Rider. Thereafter, on each Valuation Day, up to and including the date we receive Due Proof of Death, the Return of Purchase Payments Amount is increased by the amount of any additional Purchase Payments allocated to the Annuity on that day and reduced for any Withdrawal(s) by the ratio of the Withdrawal amount to the Account Value immediately prior to the Withdrawal.

Other Death Benefit Provisions: The provisions applicable to the Death Benefit described in your Annuity regarding eligibility, limits of applicability, methods of payment to Beneficiaries or any other provision regarding the Death Benefit, other than the method of calculation of the Death Benefit, continue to apply unless specifically indicated otherwise in this Rider.

Spousal Continuation: If the Annuity is eligible for Spousal Continuation and Spousal Continuation occurs, upon Spousal Continuation the Account Value is increased, if necessary, to equal the greater of the (1) Return of Purchase Payments Amount and (2) the Death Benefit described in the Annuity. Any increase to the Account Value resulting from such adjustment will be allocated to the Variable Sub-Accounts pro-rata or to the Holding Account if there is no Account Value in the Variable Sub-Accounts.

The spouse who continues the Annuity may transfer available Account Value to any of the Variable Sub-Accounts at any time or to a new Index Strategy on the next Index Anniversary Date.
Following Spousal Continuation, any subsequent Death Benefit will be equal to the Account Value.

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

1) the date the Annuity's Death Benefit is determined, unless the Annuity is eligible for Spousal Continuation and Spousal Continuation is elected;

2) we process a request to change the Owner(s) (or Annuitant if entity owned) more than 60 days after the Effective Date, resulting in a change in the person(s) upon whose death a Death Benefit is determined, other than when the Annuity is jointly owned and one of the Owners remains the Owner;

3) we process an assignment of the Annuity to which this Rider is made a part;

4) if there is any Account Value on the Annuity Date, or if earlier, the date we transfer any portion of the Account Value in order to begin annuity payments;

5) the date we receive your request for full surrender;

6) if your Account Value reduces to zero;

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

Michael A. Pignatella

[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY, NEWARK, NEW JERSEY

# MEDICALLY RELATED SURRENDER ENDORSEMENT

ANNUITY NUMBER: [001-00001] EFFECTIVE DATE: [September 1, 2022]

This Endorsement is made a part of your Annuity. If the terms of your Annuity and those of this Endorsement conflict, the provisions of this Endorsement shall control. The benefit provided pursuant to the terms of this Endorsement is a "Medically Related Surrender Benefit" and is not intended to provide long-term care insurance or as an alternative to long-term care insurance. There is no charge for the Medically Related Surrender Benefit.

Definitions:

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

a) first confined in a Medical Care Facility while this Annuity is in force, remains confined for at least 90 consecutive days, and remains confined on the date we receive the Medically Related Surrender Request in Good Order at our Service Office; or

b) first diagnosed as having a Terminal Illness while this Annuity is in force. We may require a second or third medical opinion regarding such diagnosis, at our expense, by a Physician(s) chosen by us. We may request the third medical opinion of a physician acceptable to both parties if the second opinion received conflicts with the first opinion. In that event, we will be guided by the third opinion in determining whether the Owner (the Annuitant if the Annuity is owned by an entity) was first diagnosed as Terminally Ill while this Annuity is in force.

Terminal Illness: A condition:
a) diagnosed by a Physician; and
b) is expected to result in death of the patient within 24 months after the diagnosis.

Immediate Family: Any person who is the spouse, son(s), daughter(s), mother or father of an Owner(s) or the Annuitant(s).

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

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

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

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

Registered Nurse: A person who is:

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

MEDICALLY RELATED SURRENDER

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

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

All Owners (the Annuitant, if your Annuity is owned by an entity) must be alive as of the date we pay the proceeds of such surrender request. This benefit is available subject to the Changing Designations section of this Annuity prior to the occurrence of a Contingency Event.

This benefit is not available:

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

Additional Purchase Payments may not be made after a Medically Related Surrender has been approved. Distributions under this Endorsement are subject to all reporting and withholding rules applicable to annuity distributions.

When we receive your completed Medically Related Surrender Request form, in Good Order, we will process the applicable surrender or withdrawal without assessing any Contingent Deferred Sales Charge. If we disapprove your request, no applicable surrender or withdrawal request will be processed and we will notify you of the disapproval and the ground(s) on which the disapproval was based. If you decide to process this surrender or withdrawal after disapproval, we will process the applicable surrender or withdrawal with any applicable Contingent Deferred Sales Charge assessed after you submit a new request in Good Order.

Maximum Medically Related Surrender Amount: This amount is shown on the Annuity Schedule.

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

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

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

Michael A. Pignatella

[ ]
SECRETARY

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY, NEWARK, NEW JERSEY

POINT TO POINT WITH CAP INDEX STRATEGY ENDORSEMENT

ANNUITY NUMBER: [001-00001] EFFECTIVE DATE: [September 1, 2022]

This Endorsement is made part of your Annuity and describes the Point to Point with Cap Index Strategy. The Indices and values provided on the Index Strategies Specification Schedule are applicable to your Annuity on the Effective Date. Other Buffers, Indices, and Index Terms may be available and may vary in the future. If the Initial Index Strategy Base on the Index Strategies Specification Schedule is equal to $0.00, there is no allocation to that Index Strategy as of the Effective Date. We are providing this Endorsement to help describe the Point to Point with Cap Index Strategy in the event you wish to allocate funds to this type of Index Strategy in the future as described in your Annuity, and so long as this Index Strategy is still available. There are no explicit charges for allocations to the Point to Point with Cap Index Strategy.

Cap Rate: The Cap Rate limits the amount of Index Credit that may be credited to the Index Strategy Base on any Index Strategy End Date. The Cap Rate may vary by Index, Index Strategy Term and Buffer. The initial Cap Rate for Index Strategies that you have chosen are shown on the Index Strategies Specifications Schedule and is applicable for the Index Term as of the Issue Date.

Buffer: The Buffer limits the amount of negative Index Credit that may be applied to the Index Strategy Base on any Index Strategy End Date. The Buffer may vary by Index and Index Strategy Term. The Buffer is shown on the Index Strategies Specifications Schedule.

Index Credit: On each Index Strategy End Date, we will calculate the Index Credit, if any, to be credited to the Index Strategy Base. The Index Credit is calculated by comparing the Cap Rate and Buffer to the percentage change in the Index, known as the Index Return. The Index Return is determined by (A – B) / B, where:

A = the Index Value on the Index Strategy End Date
B = the Index Value on the Index Strategy Start Date

If the Index Return is positive and greater than or equal to the Cap Rate, then the Index Credit is equal to the Cap Rate. If the Index Return is positive, but less than the Cap Rate, then the Index Credit is equal to the Index Return. If the Index Return is zero or negative, but within the Buffer, then the Index Credit is zero. Otherwise, if the Index Return is negative, the Index Credit is equal to the Index Return plus the Buffer.

Subsequent Index Strategy Terms: We will declare a Cap Rate for each subsequent Index Strategy Term. The new Cap Rates may be higher or lower than the initial Cap Rate and will never be lower than the Guaranteed Minimum Cap Rate.

## Point to Point with Cap Index Strategy Interim Value

When you take a Partial Withdrawal, surrender your Annuity, or annuitize your Annuity between the Index Strategy Start and End Dates, we will use an Interim Value to determine the fair market value of your Index Strategy on the Valuation Day of the transaction. The Interim Value is also used in the event we pay a death claim to your beneficiaries during an Index Term.

The Interim Value for the Point-to-Point with Cap Index Strategy is equal to the sum of (1) and (2), where:

(1) Is the fair value of the Index Strategy Base on the Valuation Day the Interim Value is calculated. It is determined as (A – B) multiplied by $[(1 + C) \text{ divided by } (1 + D)]^E$, where:
    A. The Index Strategy Base on the Valuation Day the Interim Value is calculated;
    B. The fair value of the replicating portfolio of options under initial market conditions, with linear interpolation to the end of the Index Strategy Term when the value becomes zero;
    C. The Market Value Index Rate on the Index Strategy Start Date;

D. The Market Value Index Rate on the Valuation Day the Interim Value is calculated; and
E. The total days remaining in the Index Strategy Term divided by 365.

(2) Is the fair value of the replicating portfolio of options

The replicating portfolio of options is designed to replicate the performance of the Index Strategy at the end of the Index Strategy Term. The replicating portfolios of options is equal to AMC (At the Money Call Option) minus OMC (Out of the Money Call Option) minus OMP (Out of the Money Put Option).

The fair value of the Index Strategy Base is meant to represent the market value of the assets, other than derivative assets, supporting each Index Strategy. It includes a market adjustment that reflects movements in the interest rates and credit spreads.

The Market Value Index Rate will apply on a uniform basis for a class of contract owners in the same Index Strategy and will be administered in a non-discriminatory manner.

The Market Value Index Rate is specified on the Index Strategies Specification Schedule. The change in the Market Value Index Rate is measured over the remaining Index Strategy Term as follows: the value is projected to the Index Strategy End Date by the Market Value Index Rate at the Index Strategy Start Date and then discounted back to the current Valuation Day using the Market Value Index Rate as of the current Valuation Day.

If the Market Value Index Rate is not published for a particular day, then we will use the rate on the next day it is published. If the Market Value Index Rate is no longer published, or is discontinued, then we may substitute another suitable method for determining this component of the Interim Value subject to the approval of the Superintendent.

The fair value of the replicating portfolio of options is designated by us and is used to estimate the market value of the possibility of gain or loss on the Index Strategy End Date. The value may be positive or negative.

Signed for the Company and made a part of the Contract as of the Effective Date.

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

Michael A. Pignatella

[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY, NEWARK, NEW JERSEY

# TIERED PARTICIPATION RATE INDEX STRATEGY ENDORSEMENT

ANNUITY NUMBER: [001-00001] EFFECTIVE DATE: [September 1, 2022]

This Endorsement is made part of your Annuity and describes the Tiered Participation Rate Index Strategy. The Indices and values provided on the Index Strategies Specifications Schedule are applicable to your Annuity on the Effective Date. Other Buffers, Indices, and Index Terms may be available and may vary in the future. If the Initial Index Strategy Base on the Index Strategies Specifications Schedule is equal to $0.00, there is no allocation to that Index Strategy as of the Effective Date. We are providing this Endorsement to help describe the Tiered Participation Rate Index Strategy in the event you wish to allocate funds to this type of Index Strategy in the future as described in your Annuity, and so long as this Index Strategy is still available. There is no explicit fee for allocations to the Tiered Participation Rate Index Strategy.

Participation Rate: The Participation Rate is the percentage of an Index increase that will be used in calculating the Index Credit to the Index Strategy Base at the end of an Index Strategy Term. The Participation Rate may vary by Index and Index Strategy Term. The initial Participation Rates for the Index Strategies that you have chosen are shown on the Index Strategies Specifications Schedule and are applicable for the Index Term as of the Issue Date. The Guaranteed Minimum Participation Rate is also shown on the Index Strategies Specifications Schedule.

Tier Level – the declared Index Return that is used to determine which Participation Rate tier applies in the calculation of Index Credit. The Guaranteed Maximum Tier Level is shown on the Index Strategies Specifications Schedule.

Buffer: The Buffer limits the amount of negative Index Credit that may be applied to the Index Strategy Base on any Index Strategy End Date. The Buffer may vary by Index and Index Strategy Term. The Buffer is shown on the Index Strategies Specifications Schedule.

Index Credit: On each Index Strategy End Date, we will calculate the Index Credit, if any, to be credited to the Index Strategy Base. The Index Credit is calculated by multiplying the Participation Rate for each tier level by the percentage change in the Index, known as the Index Return. The Index Return is determined by (A - B) / B, where:

A = the Index Value on the Index Strategy End Date
B = the Index Value on the Index Strategy Start Date

If the Index Return on the Index Strategy End Date is positive but less than or equal to the Tier Level, the Index Credit credited to the Index Strategy Base is equal to the Tier 1 Participation Rate multiplied by the Index Return. If the Index Return on the Index Strategy End Date is greater than the Tier Level, the Index Credit credited to the Index Strategy Base is equal to the sum of the Tier 1 Participation Rate multiplied by the Tier Level and the Tier 2 Participation Rate multiplied by the Index Return in excess of the Tier Level. If the Index Return on the Index Strategy End Date is zero or negative but within the Buffer, the Index Credit credited to the Index Strategy Base is zero. Otherwise, if the Index Return is negative, the Index Credit credited to the Index Strategy Base is equal to the Index Return plus the Buffer.

Subsequent Index Strategy Terms: We will declare Participation Rates and Tier Levels for each subsequent Index Strategy Term. The new Participation Rates may be higher or lower than the initial Participation Rates but will never be lower than the Guaranteed Minimum Participation Rate. The new Tier Levels may be higher or lower than the initial Tier Level but will never be higher than the Guaranteed Maximum Tier Level.

## Tiered Participation Rate Index Strategy Interim Value

When you take a Partial Withdrawal, surrender your Annuity or annuitize your Annuity between Index Strategy Start and End Dates, we will use an Interim Value to determine the fair market value of your Index Strategy on the Valuation Day of the transaction. The Interim Value is also used in the event we pay a death claim to your beneficiaries during an Index Term.

The Interim Value for the Tiered Participation Rate Index Strategy is equal to the sum of (1) and (2), where:

(1) Is the fair value of the Index Strategy Base on the Valuation Day the Interim Value is calculated. It is determined as (A – B) multiplied by $[(1 + C) \text{ divided by } (1 + D)]^E$, where:

A. The Index Strategy Base on the Valuation Day the Interim Value is calculated;
B. The fair value of the replicating portfolio of options under initial market conditions, with linear interpolation to the end of the Index Strategy Term when the value becomes zero;
C. The Market Value Index Rate on the Index Strategy Start Date;
D. The Market Value Index Rate on Valuation Day the Interim Value is calculated; and
E. The total days remaining in the Index Strategy Term divided by 365.

(2) Is the fair value of the replicating portfolio of options

The replicating portfolio of options is designed to replicate the performance of the Index Strategy at the end of the Index Strategy Term. The replicating portfolios of options is equal to AMC (At the Money Call Option) plus ((Tier 2 Participation Rate minus Tier 1 Participation Rate) multiplied by OMC (Out of the Money Call Option)) minus OMP (Out of the Money Put Option).

The fair value of the Index Strategy Base is meant to represent the market value of the assets, other than derivative assets, supporting each Index Strategy. It includes a market adjustment that reflects movements in the interest rates and credit spreads.

The Market Value Index Rate will apply on a uniform basis for a class of contract owners in the same Index Strategy and will be administered in a non-discriminatory manner.

The Market Value Index Rate is specified on the Index Strategies Specification Schedule. Market Value Index Rate. The change in the Market Value Index Rate is measured over the remaining Index Strategy Term as follows: The value is projected to the Index Strategy End Date by the Market Value Index Rate at the Index Strategy Start Date and then discounted back to the current Valuation Day using the Market Value Index Rate as of the current Valuation Day.

If the Market Value Index Rate is not published for a particular day, then we will use the rate on the next day it is published. If the Market Value Index Rate is no longer published, or is discontinued, then we may substitute another suitable method for determining this component of the Interim Value subject to the approval of the Superintendent.

The fair value of the replicating portfolio of options is designated by us and is used to estimate the market value of the possibility of gain or loss on the Index Strategy End Date. The value may be positive or negative.

Signed for the Company and made a part of the Contract as of the Effective Date.

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

Michael A. Pignatella

[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY, NEWARK, NEW JERSEY

# PERFORMANCE LOCK INDEX LINKED VARIABLE ANNUITY ENDORSEMENT

ANNUITY NUMBER: [001-00001] EFFECTIVE DATE: [September 1, 2022]

This Endorsement is made a part of your Annuity. For purposes of this Endorsement, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Endorsement conflict, the provisions of this Endorsement shall control. Should this Endorsement terminate, any amended or replaced Annuity provisions based on this Endorsements' terms will revert to the provisions in the Annuity, except as may be provided below. This Endorsement should be read in conjunction with any other Rider or Endorsement made a part of your Annuity.

For the purposes of this Endorsement, the following Definitions are added to your contract as follows:

Performance Lock – A feature under this Contract that allows you to capture the current Performance Lock Value. A Performance Lock Request may be submitted on any Valuation Day prior to the Index Strategy End Date. Only one Performance Lock may be active for any given Index Strategy during a respective Index Term. Performance Locks may not be applied retroactively and must be for the full amount of the Performance Lock Value. Partial locking of an Index Strategy is not permitted. Once locked, Index Credits will not apply on the Index Strategy End Date.

Performance Lock Date – The Valuation Date on which we process the Performance Lock transaction.

Performance Lock Request – You may request a Performance Lock by contacting us and providing in Good Order instructions. Instructions received after the close of any Valuation Day will be applied on the next Valuation Day.

Performance Lock Value - The value of an Index Strategy on any Valuation Day during an Index Strategy Term other than the Index Strategy Start Date and Index Strategy End Date. It is a calculated value (as described in the 'Calculation of the Performance Lock Value' section) and is used when a Performance Lock transaction occurs between an Index Strategy Start Date and Index Strategy End Date. Once locked, the Performance Lock Value will not fluctuate, unless a withdrawal or a reallocation were to occur.

The Definition of Interim Value is hereby amended to add the following:

Interim Value: The value of an Index Strategy on any Valuation Day during an Index Strategy Term other than the Index Strategy Start Date and Index Strategy End Date. The Interim Value is a calculated value (as described in each Index Strategy Endorsement) and is used when a withdrawal, Death Benefit payment, annuitization, or surrender occurs between an Index Strategy Start Date and Index Strategy End Date. During an Index Strategy Term, the Interim Value is included in the Account Value and Surrender Value. If a Performance Lock has occurred, an amended Interim Value will apply as described in the 'Calculation of the Interim Value after a Performance Lock' section.

## Performance Lock

A Performance Lock may be requested on any Valuation Day prior to the Index Strategy End Date. We will use the Performance Lock Value at the end of the Valuation Day we receive your Performance Lock Request. If you exercise a Performance Lock, you will no longer participate in the Index Strategy performance and you may receive less than the full Index Credit, or less than the full protection of the Buffer, than you would have received if you waited for us to apply the Index Credit on the Index Strategy End Date.

Only one Performance Lock may occur for any given Index Strategy during a respective Index Term. Performance Locks may not be applied retroactively and must be for the full amount of the Performance Lock Value. Partial locking of an Index Strategy is not permitted.

Once a Performance Lock has been executed it cannot be reversed and the Performance Lock Value will not fluctuate for the rest of the Strategy Term, with the exception of being reduced for withdrawals and partial reallocations. The Performance Lock Value is reduced for any withdrawals and partial reallocations that occur between an Index Strategy Start Date and Index Strategy End Date in the same proportion that the total withdrawal or reallocation amount reduced the Interim Value. The Valuation Day upon which the Performance Lock is executed is known as the Performance Lock Date.

Upon executing a Performance Lock, the Performance Lock Value will remain in the Index Strategy. You will be able to reallocate any portion of the Performance Lock Value to any available Index Strategy on the next Index Anniversary. For multi-year Index Strategy Terms, reallocation to a new Index Strategy is permitted on Index Anniversaries occurring prior to the Index Strategy End Date without being subject to the Interim Value. The Performance Lock Value is reduced for any withdrawals and partial reallocations that occur between an Index Strategy Start Date and Index Strategy End Date in the same proportion that the total withdrawal or reallocation amount reduced the Interim Value. On the Index Strategy End Date, any remaining Performance Lock Value must be reallocated to a new Index Strategy. Please see the 'Transfers Among the Index Strategy(ies)' section for additional detail.

We reserve the right to limit the use of the feature for certain Index Strategies. Additionally, we may discontinue the use of this feature for future Performance Lock requests at any time.

Calculation of the Performance Lock Value

The Performance Lock Value calculation is the same for each Index Strategy.

Performance Lock Value is equal to (1) + (2), where:

1) is the fair value of the Index Strategy Base of an Index Strategy on the Valuation Day the Performance Lock Value is calculated. It is determined as (A – B), where:
   A = the Index Strategy Base on the Valuation Day of the calculation;
   B = the fair value of the options under initial market conditions, with linear interpolation to the end of the Index Strategy Term when the value becomes zero
2) is the fair value of replicating portfolio of options on the Valuation Day of the calculation

Calculation of the Interim Value after a Performance Lock:

The Interim Value after a Performance Lock for the applicable Index Strategy is equal to ((1) + (2)), where:

1) is the fair value of the Index Strategy Base of an Index Strategy as of the Performance Lock Date, adjusted for withdrawals and reallocations, with a current Valuation Day adjustment for any changes in the Market Value Index Rate. It is determined as (A – B) x [(1 + C) / (1 + D)]^E, where:
   A = the Index Strategy Base as of the Performance Lock Date adjusted for withdrawals and reallocations
   B = the fair value of the options under initial market conditions, with linear interpolation to the end of the Index Strategy Term, as of the Performance Lock Date adjusted for withdrawals and reallocations
   C = the Market Value Index Rate at the Index Start Date;
   D = the Market Value Index Rate at the current Valuation Day; and
   E = the total days remaining in the Index Strategy Term divided by 365

2) is the fair value of replicating portfolio of options as of the Performance Lock Date adjusted for withdrawals and reallocations.

The Section of the Contract entitled Transfers Among the Index Strategies is hereby amended as follows:

Transfers Among the Index Strategy(ies): You may transfer Account Value among the Index Strategy(ies) according to the rules described in this paragraph. Transfers from the Index Strategy(ies) to the Variable Sub-Accounts are only permissible to the Holding Account if the Index Strategy in which you are invested is no longer available. Transfers from the Index Strategy(ies) that have reached the Index Strategy End Date to new Index Strategy(ies) may only occur on an Index Anniversary Date.

For any Index Strategy(ies) where a Performance Lock has occurred, if you reallocate a portion of your Performance Lock Value on an Index Anniversary that is not an Index Strategy End Date, the remaining Performance Lock Value will be adjusted proportionally by the reduction in the Interim Value of this partial reallocation. If you reallocate your entire Performance Lock Value on an Index Anniversary that is not an Index Strategy End Date, we will transfer the entire Performance Lock Value and the resulting Index Strategy will become available for a new Performance Lock Request.

We will notify you in writing 30 days in advance of any Index Anniversary Date to provide you with information that will indicate the available Index Strategies into which you may reallocate your Account Value. Upon receipt of your instructions in Good Order for reallocation of the Account Value to or from an Index Strategy, we will process the reallocation on the Index Anniversary Date. If we do not receive instructions from you in Good Order prior to the Index Anniversary, the Account Value in any Index Strategy that has reached the Index Strategy End Date will automatically be allocated to the same Index Strategy and Index Strategy Term without the Performance Lock. If the same Index Strategy is no longer available, or the Index Strategy Term goes beyond the Latest Available Annuity Date, Account Value in any Index Strategy that has reached the Index Strategy End Date will automatically be allocated to the Holding Account.

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY

[

Michael A. Pignatella

]

[_____]

[Secretary]

PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY, NEWARK, NEW JERSEY

INDEX STRATEGIES SPECIFICATIONS SCHEDULE

ANNUITY NUMBER: [001-00001] EFFECTIVE DATE: [September 1, 2022]

[Point to Point with Cap Index Strategies:

| Index | Index Value on Effective Date | Initial Index Term | Initial Index Strategy Base | Guaranteed Minimum Cap Rate | Initial Cap Rate | Buffer |
|---|---|---|---|---|---|---|
| [MSCI EAFE Index, Price Return (MXEA)] | [0.00] | [1 Year] | [0.00] | [5.00%] | [0%] | [10.00%] |
| [S&P 500® Index, Price Return (SPX)] | [0.00] | [1 Year] | [$0.00] | [5.00%] | [0%] | [10.00%] |
| [MSCI EAFE Index, Price Return (MXEA)] | [0.00] | [1 Year] | [$0.00] | [4.5.0%] | [0%] | [15.00%] |
| [S&P 500® Index, Price Return (SPX)] | [3,785.38] | [1 Year] | [$100.000] | [4.50%] | [13.50%] | [15.00%] |
| [MSCI EAFE Index, Price Return (MXEA)] | [0.00] | [3 Year] | [$0.00] | [15.00%] | [0%] | [10.00%] |
| [MSCI EAFE Index, Price Return (MXEA)] | [0.00] | [3 Year] | [$0.00] | [9.00%] | [0%] | [20.00%] |
| [S&P 500® Index, Price Return (SPX)] | [0.00] | [3 Year] | [$0.00] | [15.00%] | [0%] | [10.00%] |
| [S&P 500® Index, Price Return (SPX)] | [0.00] | [3 Year] | [$0.00] | [9.00%] | [0%] | [20.00%] |
| [MSCI EAFE Index, Price Return (MXEA)] | [0.00] | [6 Year] | [$0.00] | [180.00%] | [0%] | [20.00%] |
| [S&P 500® Index, Price Return (SPX)] | [0.00] | [6 Year] | [$0.00] | [18.00%] | [0%] | [20.00%] |

]

[Tiered Participation Index Strategies:

| Index | Index Value on Effective Date | Initial Index Term | Initial Index Strategy Base | Initial Tier 1 Participation Rate | Initial Tier 2 Participation Rate | Tier Level | Buffer |
|---|---|---|---|---|---|---|---|
| [MSCI EAFE Index, Price Return (MXEA)] | [0.00] | [6 Year] | [$0.00] | [0%] | [0%] | [0%] | [10.00%] |
| [S&P 500® Index, Price Return (SPX)] | [0.00] | [6 Year] | [$0.00] | [0%] | [0%] | [0%] | [10.00%] |

Guaranteed Minimum Participation Rate: [100%]

Guaranteed Maximum Tier Level: [35%] ]

Market Value Index Rate: [Bloomberg U.S. Intermediate Credit Index]

IMPORTANT DISCLOSURES:

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**POWER OF ATTORNEY**

The undersigned, being a director and officer of Pruco Life Insurance Company of New Jersey ("PLNJ"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Douglas E. Scully, and Lynn Stone, 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 PLNJ filed with the Securities and Exchange Commission for the Registrations listed below:

**Pruco Life Insurance Company of New Jersey**
Market Value Adjusted Fixed Allocation Investment Options Registration Nos.:
333-249227 333-249228
Market Value Adjusted Individual Annuity Contracts Registration No.:
333-249295

**Pruco Life of New Jersey Flexible Premium Variable Annuity Account** Registration No. 811-07975
and its **Flexible Premium Deferred Annuity Contracts** Registration Nos.:

333-131035 333-162678 333-184542
333-184889 333-184891 333-184892
333-192702 333-248527

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March 2022.

/s/ Dylan J. Tyson

Dylan J. Tyson
Director, President and
Chief Executive Officer

**POWER OF ATTORNEY**

The undersigned, being a director and officer of Pruco Life Insurance Company of New Jersey ("PLNJ"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Douglas E. Scully, and Lynn Stone, 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 PLNJ filed with the Securities and Exchange Commission for the Registrations listed below:

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333-131035 333-162678 333-184542
333-184889 333-184891 333-184892
333-192702 333-248527

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March 2022.

/s/ Robert Boyle
Robert E. Boyle
Director, Chief Financial Officer, Chief
Accounting Officer and Vice President

**POWER OF ATTORNEY**

The undersigned, being a director or officer of Pruco Life Insurance Company of New Jersey ("PLNJ"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Douglas E. Scully, and Lynn Stone, 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 PLNJ filed with the Securities and Exchange Commission for the Registrations listed below:

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333-131035 333-162678 333-184542
333-184889 333-184891 333-184892
333-192702 333-248527

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March 2022.

/s/ Markus Coombs
Markus Coombs
Director and Vice President

**POWER OF ATTORNEY**

The undersigned, being a director or officer of Pruco Life Insurance Company of New Jersey ("PLNJ"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Douglas E. Scully, and Lynn Stone, 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 PLNJ filed with the Securities and Exchange Commission for the Registrations listed below:

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333-249227 333-249228
Market Value Adjusted Individual Annuity Contracts Registration No.:
333-249295

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and its **Flexible Premium Deferred Annuity Contracts** Registration Nos.:

333-131035 333-162678 333-184542
333-184889 333-184891 333-184892
333-192702 333-248527

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of March 2022.

/s/ Nandini Mongia

Nandini Mongia
Director and Treasurer

**POWER OF ATTORNEY**

The undersigned, being a director or officer of Pruco Life Insurance Company of New Jersey ("PLNJ"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Douglas E. Scully, and Lynn Stone, 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 PLNJ filed with the Securities and Exchange Commission for the Registrations listed below:

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**Pruco Life of New Jersey Flexible Premium Variable Annuity Account** Registration No. 811-07975
and its **Flexible Premium Deferred Annuity Contracts** Registration Nos.:

333-131035 333-162678 333-184542
333-184889 333-184891 333-184892
333-192702 333-248527

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March 2022.

/s/ Candace Woods

Candace J. Woods
Director

**POWER OF ATTORNEY**

The undersigned, being a director or officer of Pruco Life Insurance Company of New Jersey ("PLNJ"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Douglas E. Scully, and Lynn Stone, 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 PLNJ filed with the Securities and Exchange Commission for the Registrations listed below:

**Pruco Life Insurance Company of New Jersey**
Market Value Adjusted Fixed Allocation Investment Options Registration Nos.:
333-249227 333-249228
Market Value Adjusted Individual Annuity Contracts Registration No.:
333-249295

**Pruco Life of New Jersey Flexible Premium Variable Annuity Account** Registration No. 811-07975
and its **Flexible Premium Deferred Annuity Contracts** Registration Nos.:

333-131035 333-162678 333-184542
333-184889 333-184891 333-184892
333-192702 333-248527

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March 2022.

/s/ Caroline Feeney

Caroline A. Feeney
Director

**POWER OF ATTORNEY**

The undersigned, being a director or officer of Pruco Life Insurance Company of New Jersey ("PLNJ"), constitutes and appoints Elizabeth L. Gioia, Richard H. Kirk, Douglas E. Scully, and Lynn Stone, 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 PLNJ 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 28th day of March 2022.

/s/ Salene Hitchcock-Gear

Salene Hitchcock-Gear
Director

**Richard H. Kirk**
Vice President, Corporate Counsel

**The Prudential Insurance Company of America**
751 Broad Street, Newark, NJ 07102-3777
Tel 203-925-3707
richard.kirk@prudential.com

September 1, 2022

VIA EDGAR

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Re: Initial Registration Statement on Form S-3
Pruco Life Insurance Company of New Jersey (Registrant)

Members of the Commission:

Enclosed for filing on behalf of the above-referenced Registrant is an initial Registration Statement on Form S-3.

The purpose of the S-3 filing is to register the Prudential FlexGuard® New York Index-Linked and Variable Annuity B Series. The Annuity will offer contract owners the ability to allocate premium payments to index-linked crediting strategies as well as variable investment subaccounts. We are also filing an initial Registration Statement for this Annuity on Form N-4 on behalf of Pruco Life Insurance Company of New Jersey Flexible Premium Variable Annuity Account.

If you have any questions, please call me at (203) 925-3707.

Very truly yours,

/s/ Richard H. Kirk
Richard H. Kirk
Vice President, Corporate Counsel