

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

POST-EFFECTIVE AMENDMENT NO. 7

PRUCO LIFE INSURANCE COMPANY
(Exact Name of Registrant)

ARIZONA
(State or other jurisdiction of incorporation or organization)

22-194455
(I.R.S. Employer Identification Number)

C/O PRUCO LIFE INSURANCE COMPANY
213 WASHINGTON STREET
NEWARK, NEW JERSEY 07102-2992
(973) 802-7333
(Address and telephone number of principal executive offices)

THOMAS C. CASTANO
SECRETARY
PRUCO LIFE INSURANCE COMPANY
213 WASHINGTON STREET
NEWARK, NEW JERSEY 07102-2992
(973) 802-4708
(Name, address, and telephone number of agent for service)

Copies to:

C. CHRISTOPHER SPRAGUE
VICE PRESIDENT, CORPORATE COUNSEL

PRUCO LIFE INSURANCE COMPANY
213 WASHINGTON STREET
NEWARK, NEW JERSEY 07102-2992
(973) 802-6997

Approximate date of commencement of proposed sale to the public--November 20, 2006

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 ☒

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 ☐

CALCULATION OF REGISTRATION FEE

<TABLE> <CAPTION>				
TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED*	PROPOSED MAXIMUM OFFERING PRICE PER UNIT*	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE**

<S>	<C>	<C>	<C>	<C>
Market-value adjustment annuity contracts (or modified guaranteed annuity contracts)	\$200,000,000		\$200,000,000	\$-0-
</TABLE> -----				

* Securities are not issued in predetermined units.

** Registration fee for these securities was paid at the time they were originally registered on Form S-3 as filed by Pruco Life Insurance Company on February 27, 2003.

Note:

Registrant is filing this Post-Effective Amendment No. 7 to the Registration Statement for the purpose of including in the Registration Statement a Prospectus supplement, which adds a new benefit entitled Highest Daily Lifetime Five. The Part 1 that was filed as part of Post-Effective Amendment No. 6 with the SEC on April 21, 2006 as supplemented May 1, 2006, June 9, 2006, August 4, 2006 and August 8, 2006 is hereby incorporated by reference. Other than as set forth herein, this post-effective amendment to the registration statement does not amend or delete any other part of the registration statement.

Pruco Life Insurance Company

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

Supplement, dated November 20, 2006
To
Prospectuses, dated May 1, 2006

This supplement makes the following changes:

- adds the Highest Daily Lifetime Five Benefit to Strategic Partners Annuity One 3, Strategic Partners Plus 3 and Strategic Partners FlexElite of Pruco Life Insurance Company ("Pruco Life"); and
- for each of the above-referenced prospectuses, reflects certain changes to the underlying mutual funds; and
- for each of the above-referenced prospectuses, sets forth the maximum charge for the guaranteed minimum income benefit.

TABLE OF CONTENTS

As a new entry within the line item entitled "Section 5: What Is The Lifetime Five Income Benefit?", we add a line item for Highest Daily Lifetime Five.

As a new entry at the end of the Table of Contents, we add a reference to Appendix C, entitled "Asset Transfer Formula Under Highest Daily Lifetime Five Benefit."

GLOSSARY

- We add a definition for "Benefit Fixed Rate Account", that reads as follows: "An investment option offered as part of this contract that is used only if you have elected the optional Highest Daily Lifetime Five Benefit. Amounts allocated to the Benefit Fixed Rate Account earn a fixed rate of interest, and are held within our general account. You may not allocate purchase payments to the Benefit Fixed Rate Account. Rather, contract value is transferred to the Benefit Fixed Rate Account only under the asset transfer feature of the Highest Daily Lifetime Five Benefit."
- We revise the first sentence of the definition of "Annual Income Amount" to state: "Under the terms of the Lifetime Five Income Benefit and the Highest Daily Lifetime Five Benefit, an amount that you can withdraw each

year as long as the annuitant lives."

- . We revise the first sentence of the definition of "Excess Income/Excess Withdrawal" to state: "Under the Lifetime Five Income Benefit, Spousal Lifetime Five Income Benefit, and Highest Daily Lifetime Five Benefit, Excess Income refers to cumulative withdrawals that exceed the Annual Income Amount."
- . We add a definition for "Highest Daily Lifetime Five Benefit" that reads as follows: "An optional feature available for an additional charge that guarantees your ability to withdraw amounts equal to a percentage of a principal value called the Protected Withdrawal Value. Subject to our rules regarding the timing and amount of withdrawals, we guarantee these withdrawal amounts, regardless of the impact of market performance on your contract value."
- . We revise the definition of "Protected Withdrawal Value" to read as follows: "Under the Lifetime Five Income Benefit, Spousal Lifetime Five Income Benefit, and Highest Daily Lifetime Five Benefit, an amount that we guarantee regardless of the investment performance of your contract value. As discussed in Section 5, Protected Withdrawal Value is determined one way with respect to the Lifetime Five Income Benefit and the Spousal Lifetime Five Income Benefit, and another way for the Highest Daily Lifetime Five Benefit."

SUMMARY

- . We revise the last paragraph of the Section 3 portion of the Summary to read as follows: "The Lifetime Five Income Benefit, Spousal Lifetime Five Income Benefit, and Highest Daily Lifetime Five Benefit (discussed in Section 5) and the Income Appreciator Benefit (discussed in Section 6) each may provide an additional amount upon which your annuity payments are based."
- . We add the following as the last paragraph of the Section 5 portion of the Summary, to read as follows: "Finally, we offer a benefit called the Highest Daily Lifetime Five Benefit. Highest Daily Lifetime Five is similar to our Lifetime Five and Spousal Lifetime Five benefits, in that under each such benefit, there is a "protected withdrawal value" that serves as the basis for withdrawals you can make. As we discuss in more detail later, we guarantee this protected withdrawal value, even if your contract value declines. Thus, as a participant in one of these benefits, you are assured of a certain amount that you can withdraw, even if there is a significant decline in the securities markets. Highest Daily Lifetime Five Benefit differs from Lifetime Five and Spousal Lifetime Five in that (a) the Protected Withdrawal Value is determined based on the highest daily contract value and (b) we require you to participate in an asset transfer program, under which your contract value may be transferred periodically between the variable investment options and the Benefit Fixed Rate Account (which is part of our general account). We operate the asset transfer program under a formula, which is described in the portion of Section 5 concerning the Highest Daily Lifetime Five Benefit. In addition, in Appendix C, we set out the formula itself. As discussed in Section 5, when you elect Highest Daily Lifetime Five, the asset transfer formula is made a part of your annuity contract, and thus may not be altered thereafter. However, we do reserve the right to amend the formula for newly-issued annuity contracts that elect Highest Daily Lifetime Five and for existing contracts that elect the benefit in the future. As we discuss in more detail later in this prospectus, this required asset transfer program helps us manage our financial exposure under Highest Daily Lifetime Five, by moving assets out of the variable investment options in the event of securities market declines. In essence, we seek to preserve the value of these assets, by transferring them to a more stable account. Of course, the formula also contemplates the transfer of assets from the Benefit Fixed Rate Account to the variable investment options in certain other scenarios. "
- . We add the following as the last line item in the bullet within the Section 8 portion of the Summary concerning insurance and administrative costs:

"- 0.60% if you choose the Highest Daily Lifetime Five Benefit. This charge is in addition to the charge for the applicable death benefit."

SUMMARY OF CONTRACT EXPENSES

- . With respect to the Strategic Partners Annuity One 3 and Strategic Partners Plus 3 prospectuses of Pruco Life, in the table entitled

Periodic Account Expenses, Insurance and Administrative Expenses with the Indicated Benefits, we revise the line items pertaining to the death benefit options, the GMIB option, Lifetime Five, and Spousal Lifetime Five to read as follows, and add a line item for Highest Daily Lifetime Five. In addition, we add a footnote (which appears immediately after "Insurance And Administrative Expenses With The Indicated Benefits"):

<TABLE>
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	Contract With Credit	Contract Without Credit
<S>	<C>	<C>
Maximum charge for each of Lifetime Five and Highest Daily Lifetime Five*	2.00%	2.00%
Maximum charge for Spousal Lifetime Five*	3.00%	3.00%
Lifetime Five Income Benefit (current charge)	0.60%	0.60%
Spousal Lifetime Five Income Benefit (current charge)	0.75%	0.75%
Highest Daily Lifetime Five Income Benefit (current charge)	0.60%	0.60%
Base Death Benefit	1.50%	1.40%
Guaranteed Minimum Death Benefit Option - Roll-Up or Step-Up	1.75%	1.65%
Guaranteed Minimum Death Benefit Option - Greater of Roll-Up or Step-Up	1.85%	1.75%
Highest Daily Value Death Benefit	2.00%	1.90%
Maximum Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals - as a percentage of average GMIB Protected Value*	1.00%	1.00%
Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals (for contracts sold on or after January 20, 2004 or upon subsequent state approval) - as a percentage of average GMIB Protected Value (current charge)	0.50%	0.50%

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* The charge for the Lifetime Five Income Benefit (and, if available under your contract, Spousal Lifetime Five and Highest Daily Lifetime Five) is imposed based on the value of assets in the variable investment options only. We reserve the right to increase the charge for Lifetime Five and Highest Daily Lifetime Five to a maximum of 2% (3% for Spousal Lifetime Five) upon a step-up or for a new election of each such benefit. However, we have no present intention of increasing the charges for those benefits to that maximum level. Similarly, we reserve the right to increase the charge for GMIB to a maximum of 1% upon a reset of the GMIB Protected Value.

- With respect to the Strategic Partners FlexElite prospectus of Pruco Life (version of contract sold on or after May 1, 2003 or upon subsequent state approval), in the table entitled Periodic Account Expenses, Insurance and Administrative Expenses with the Indicated Benefits, we revise the line items pertaining to the death benefit options, the GMIB option, Lifetime Five, and Spousal Lifetime Five to read as follows, and add a line item for Highest Daily Lifetime Five. In addition, we add a footnote (which appears immediately after "Insurance And Administrative Expenses With The Indicated Benefits"):

<TABLE>

<S>	<C>
Maximum charge for each of Lifetime Five and Highest Daily Lifetime Five*	2.00%
Maximum charge for Spousal Lifetime Five*	3.00%
Lifetime Five Income Benefit (current charge)	0.60%
Spousal Lifetime Five Income Benefit (current charge)	0.75%
Highest Daily Lifetime Five Income Benefit (current charge)	0.60%
Base Death Benefit	1.65%
Guaranteed Minimum Death Benefit Option - Roll-Up or Step-Up	1.90%
Guaranteed Minimum Death Benefit Option - Greater of Roll-Up or Step-Up	2.00%
Highest Daily Value Death Benefit	2.15%
Maximum Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals - as a percentage of average GMIB Protected Value	1.00%
Annual Guaranteed Minimum Income Benefit Charge and Charge Upon Certain Withdrawals - (for contracts sold on or after May 1, 2003, or upon	

subsequent state approval) as a percentage of average GMIB Protected Value (current charge) 0.50%

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*The charge for the Lifetime Five Income Benefit (and, if available under your contract, Spousal Lifetime Five and Highest Daily Lifetime Five) is imposed based on the value of assets in the variable investment options only. We reserve the right to increase the charge for Lifetime Five, Spousal Lifetime Five, and Highest Daily Lifetime Five to a maximum of 2% (3% for Spousal Lifetime Five) upon a step-up or for a new election of each such benefit. However, we have no present intention of increasing the charges for those benefits to that maximum level. Similarly, we reserve the right to increase the charge for GMIB to a maximum of 1% upon a reset of the GMIB Protected Value.

In Section 2 of each prospectus, we make the following change to the chart setting forth a brief description of each variable investment option, to reflect a subadviser name change:

- SP Small Cap Value Portfolio, AST Small Cap Value Portfolio, and Prudential Series Fund Equity Portfolio. Salomon Brothers Asset Management will change its name to ClearBridge Advisers LLC, effective in December 2006.

In section 2 of each prospectus, we revise the investment objectives/policies section, and portfolio adviser/sub-adviser section for two Portfolios to read as follows. These new descriptions reflect the addition of sub-advisers as well as revisions to non-fundamental investment policies:

- SP LSV International Value Portfolio:

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISER/ SUB-ADVISER
International Equity	SP International Value Portfolio (formerly SP LSV International Value Portfolio): seeks capital growth. The Portfolio normally invests at least 80% of the Portfolio's investable assets (net assets plus borrowings made for investment purposes) in the equity securities of companies in developed countries outside the United States that are represented in the MSCI EAFE Index.	LSV Asset Management, Thornburg Investment Management, Inc.

- SP William Blair International Growth Portfolio

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISER/ SUB-ADVISER
International Equity	SP International Growth Portfolio (formerly, SP William Blair International Growth Portfolio): seeks long-term capital appreciation. The Portfolio invests primarily in equity-related securities of foreign issuers. The Portfolio invests primarily in the common stock of large and medium-sized foreign companies, although it may also invest in companies of all sizes. Under normal circumstances, the Portfolio invests at least 65% of its total assets in common stock of foreign companies operating or based in at least five different countries, which may include countries with emerging markets. The Portfolio looks primarily for stocks of companies whose earnings are growing at a faster rate than other companies or which offer attractive growth potential.	Marsico Capital Management LLC, William Blair & Company, LLC

We add the following new section to the end of the above-referenced section of each prospectus for Pruco Life's Strategic Partners Annuity One 3, Strategic Partners Plus 3, and Strategic Partners FlexElite:

HIGHEST DAILY LIFETIME FIVE BENEFIT (HIGHEST DAILY LIFETIME FIVE)

The Highest Daily Lifetime Five Benefit described below is only being offered in those jurisdictions where we have received regulatory approval, and will be offered subsequently in other jurisdictions when we receive regulatory approval in those jurisdictions. Certain terms and conditions may differ among jurisdictions once approved. Highest Daily Lifetime Five is offered as an alternative to Lifetime Five and Spousal Lifetime Five. Currently, if you elect Highest Daily Lifetime Five and subsequently terminate the benefit, you will not be able to re-elect Highest Daily Lifetime Five, and will have a waiting period until you can elect Spousal Lifetime Five or Lifetime Five. Specifically, you will be permitted to elect Lifetime Five or Spousal Lifetime Five only on an anniversary of the contract date that is at least 90 calendar days from the date that Highest Daily Lifetime Five was terminated. We reserve the right to further limit the election frequency in the future. The income benefit under Highest Daily Lifetime Five currently is based on a single "designated life" who is at least 55 years old on the date that the benefit is acquired. The Highest Daily Lifetime Five Benefit is not available if you elect any other optional living benefit, although you may elect any optional death benefit (other than the Highest Daily Value Death Benefit). As long as your Highest Daily Lifetime Five Benefit is in effect, you must allocate your contract value in accordance with the then-permitted and available investment option(s) with this program.

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We offer a benefit that guarantees until the death of the single designated life the ability to withdraw an annual amount (the "Highest Daily Life Income Benefit") equal to a percentage of an initial principal value (the "Protected Withdrawal Value") regardless of the impact of market performance on the contract value, subject to our program rules regarding the timing and amount of withdrawals. The benefit may be appropriate if you intend to make periodic withdrawals from your contract, and wish to ensure that market performance will not affect your ability to receive annual payments. You are not required to make withdrawals as part of the program -- the guarantees are not lost if you withdraw less than the maximum allowable amount each year under the rules of the benefit. We discuss Highest Daily Lifetime Five in greater detail immediately below. In addition, please see the Glossary section of this prospectus for definitions of some of the key terms used with this benefit. As discussed below, we require that you participate in our asset transfer program in order to participate in Highest Daily Lifetime Five, and in the Appendices to this prospectus, we set forth the formula under which we make those asset transfers.

As discussed below, a key component of Highest Daily Lifetime Five is the Protected Withdrawal Value, which is an amount that is distinct from contract value. Protected Withdrawal Value is used to determine the Highest Daily Annual Income Amount-- which is amount that you can take out annually as a withdrawal for your entire life. Because each of the Protected Withdrawal Value and Highest Daily Annual Income Amount is determined in a way that is not solely related to contract value, it is possible for the contract value to fall to zero, even though the Highest Daily Annual Income Amount remains. You are guaranteed to be able to withdraw the Highest Daily Annual Income Amount for the rest of your life, provided that you have not made "excess withdrawals." Excess withdrawals, as discussed below, will reduce your Highest Daily Annual Income Amount. Thus, you could experience a scenario in which your contract value was zero, and, due to your excess withdrawals, your Highest Daily Annual Income Amount also was reduced to zero. In that scenario, no further amount would be payable under Highest Daily Lifetime Five.

KEY FEATURE -- PROTECTED WITHDRAWAL VALUE

The Protected Withdrawal Value is used to determine the amount of the annual payments under the Highest Daily Life Income Benefit. The Protected Withdrawal Value initially is equal to the contract value on the date that you elect Highest Daily Lifetime Five. On each business day thereafter, until the earlier of the first withdrawal or ten years after the date of your election of the benefit, we recalculate the Protected Withdrawal

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Value. Specifically, on each such business day (the "Current Business Day"), the Protected Withdrawal Value is equal to the greater of:

- . The Protected Withdrawal Value for the immediately preceding business day (the "Prior Business Day"), appreciated at the daily equivalent of 5% annually during the calendar day(s) between the Prior Business Day and the Current Business Day (i.e., one day for successive business days, but more than one calendar day for business days that are separated by weekends and/or holidays), plus the amount of any purchase payment (including any associated credit) made on the Current Business Day; and
- . The contract value.

We cease these daily calculations of the Protected Withdrawal Value when you make your first withdrawal. However, as discussed below, subsequent purchase payments (and any associated credits for Strategic Partners Annuity One 3 and Strategic Partners Plus 3 only) will increase the amount we guarantee to pay annually under the Highest Daily Life Income Benefit (the "Highest Daily Annual Income Amount"), while "excess" withdrawals (as described below) may decrease the Highest Daily Annual Income Amount.

KEY FEATURE - HIGHEST DAILY ANNUAL INCOME AMOUNT UNDER HIGHEST DAILY LIFETIME FIVE BENEFIT

The initial Highest Daily Annual Income Amount is equal to 5% of the Protected Withdrawal Value. Under the Highest Daily Lifetime Five benefit, if your cumulative withdrawals in a contract year are less than or equal to the Highest Daily Annual Income Amount, they will not reduce your Highest Daily Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Highest Daily Annual Income Amount on a dollar-for-dollar basis in that contract year. If your cumulative withdrawals are in excess of the Highest Daily Annual Income Amount ("Excess Income"), your Highest Daily Annual Income Amount in subsequent years will be reduced (except with regard to required minimum distributions) by the result of the ratio of the Excess Income to the contract value immediately prior to such withdrawal (see examples of this calculation below). Reductions include the actual amount of the withdrawal, including any CDSC that may apply. A purchase payment that you make will increase the then-existing Highest Daily Annual Income Amount by an amount equal to 5% of the purchase payment (including, with respect to Strategic Partners Annuity One 3 and Strategic Partners Plus 3 only, the amount of any associated credits).

An automatic step-up feature ("Highest Quarterly Auto Step-Up") is included as part of this benefit. As detailed in this paragraph, the Highest Quarterly Auto Step-Up feature can result in a larger Highest Daily Annual Income Amount if your contract value increases subsequent to your first withdrawal. We begin examining contract values for purposes of this feature starting with the contract anniversary immediately after your first withdrawal under the benefit. Specifically, upon the first such contract anniversary after your first withdrawal, we identify the contract value on the business days corresponding to the end of each quarter that (i) is based on your contract year, rather than a calendar year (ii) is subsequent to the first withdrawal and (iii) falls within the immediately preceding contract year. If the end of any such quarter falls on a holiday or a weekend, we use the next business day. We multiply each of those quarterly contract values by 5%, adjust each such quarterly value for subsequent withdrawals and purchase payments, and then select the highest of those values. If the highest of those values exceeds the existing Highest Daily Annual Income Amount, we replace the existing amount with the new, higher amount. Otherwise, we leave the existing Highest Daily Annual Income Amount intact. In later years (i.e., after the first contract anniversary after the first withdrawal), we determine whether an automatic step-up should occur on each contract anniversary, by performing a similar examination of the

contract values on the end of the four immediately preceding quarters. If, on the date that we implement a Highest Quarterly Auto Step-Up to your Highest Daily Annual Income Amount, the charge for Highest Daily Lifetime Five has changed, you may be subject to the new charge at the time of such step-up. Prior to increasing your charge for Highest Daily Lifetime Five upon a step-up, we would notify you, and give you the opportunity to cancel the automatic step-up feature.

The Highest Daily Lifetime Five program does not affect your ability to make withdrawals under your contract, or limit your ability to request withdrawals that exceed the Highest Daily Annual Income Amount. Under Highest Daily

Lifetime Five, if your cumulative withdrawals in a contract year are less than or equal to the Highest Daily Annual Income Amount, they will not reduce your Highest Daily Annual Income Amount in subsequent contract years, but any such withdrawals will reduce the Highest Daily Annual Income Amount on a dollar-for-dollar basis in that contract year.

If, cumulatively, you withdraw an amount less than the Highest Daily Annual Income Amount in any contract year, you cannot carry-over the unused portion of the Highest Daily Annual Income Amount to subsequent contract years.

Examples of dollar-for-dollar and proportional reductions, and the Highest Quarterly Step-Up are set forth below. The values depicted here are purely hypothetical, and do not reflect the charges for the Highest Daily Lifetime Five Benefit or any other fees and charges. Please assume the following for all three examples:

- . The contract is purchased on December 1, 2006
- . On May 2, 2007, the client elects Highest Daily Lifetime Five and takes the first withdrawal under the benefit on the same day.

Dollar-for-dollar reductions

On May 2, 2007, the Protected Withdrawal Value is \$120,000, resulting in a Highest Daily Annual Income Amount of \$6,000 (5% of \$120,000). Assuming \$2,500 is withdrawn from the contract on this date, the remaining Highest Daily Annual Income Amount for that contract year (up to and including December 1, 2007) is \$3,500. This is the result of a dollar-for-dollar reduction of the Highest Daily Annual Income Amount -- \$6,000 less \$2,500 = \$3,500.

Proportional reductions

Continuing the previous example, assume an additional withdrawal of \$5,000 occurs on August 6, 2007 and the contract value at the time of this withdrawal is \$110,000. The first \$3,500 of this withdrawal reduces the Highest Daily Annual Income Amount for that contract year to \$0. The remaining withdrawal amount (\$1,500) reduces the Highest Daily Annual Income Amount in future contract years on a proportional basis based on the ratio of the excess withdrawal to the contract value immediately prior to the excess withdrawal. (Note that if there were other withdrawals in that contract year, each withdrawal would result in another proportional reduction to the Highest Daily Annual Income Amount).

Here is the calculation:

<TABLE>	
<S>	<C>
Contract value before withdrawal	\$110,000.00
Less amount of "non" excess withdrawal	-\$ 3,500.00
Contract value immediately before excess withdrawal of \$1,500	\$106,500.00
Excess withdrawal amount, divided by contract value immediately before excess withdrawal	\$ 1,500.00
Ratio	\$106,500.00
Highest Daily Annual Income Amount	1.41%
Less ratio of 1.41%	\$ 6,000.00
Highest Daily Annual Income Amount for future contract years	-\$ 84.51
	\$ 5,915.49
</TABLE>	

Highest Quarterly Step

On each contract anniversary date, the Highest Daily Annual Income Amount is stepped-up if 5% of the highest quarterly value since your first withdrawal (or last contract anniversary in subsequent years), adjusted for excess withdrawals and additional purchase payments, is greater than the Highest Daily Annual Income Amount, also adjusted for excess withdrawals and additional purchase payments.

Continuing the same example as above, the Highest Daily Annual Income Amount for this contract year is \$6,000. However, the excess withdrawal on August 6th reduces this amount to \$5,915.49 for future years (see above). For the next contract year, the Highest Daily Annual Income Amount will be stepped-up if 5% of the highest quarterly contract value, adjusted for withdrawals, is greater than \$5,915.49. Here are the calculations for determining the quarterly values.

Only the June 1 value is being adjusted for excess withdrawals, as the September 1 and December 1 valuation dates occur after the excess withdrawal on August 6.

Date*	Account value	Highest Quarterly Value (adjusted with withdrawal and premium)**	Adjusted Annual Income Amount (5% of the Highest Quarterly Value)
June 1, 2007	\$118,000.00	\$118,000.00	\$5,900.00
August 6, 2007	\$120,000.00	\$112,885.55	\$5,644.28
September 1, 2007	\$112,000.00	\$112,885.55	\$5,644.28
December 1, 2007	\$119,000.00	\$119,000.00	\$5,950.00

* In this example, the contract anniversary date is December 1. The quarterly valuation dates are every three months thereafter - March 1, June 1, September 1, and December 1. In this example, we do not use the March 1 date as the first withdrawal took place after March 1. The contract anniversary date of December 1 is considered the fourth and final quarterly valuation date for the year.

** In this example, the first quarterly value after the first withdrawal is \$118,000 on June 1, yielding an adjusted Highest Daily Annual Income Amount of \$5,900.00. This amount is adjusted on August 6 to reflect the \$5,000 withdrawal. The calculations for the adjustments are:

- . The contract value of \$118,000 on June 1 is first reduced dollar-for-dollar by \$3,500 (\$3,500 is the remaining Highest Daily Annual Income Amount for the contract year), resulting in an adjusted contract value of \$114,500 before the excess withdrawal.
- . This amount (\$114,500) is further reduced by 1.41% (this is the ratio in the above example which is the excess withdrawal divided by the contract value immediately preceding the excess withdrawal) resulting in a Highest Quarterly Value of \$112,885.55.

The adjusted Highest Daily Annual Income Amount is carried forward to the next quarterly anniversary date of September 1. At this time, we compare this amount to 5% of the contract value on September 1. Since the June 1 adjusted Highest Daily Annual Income Amount of \$5,644.28 is higher than \$5,600.00 (5% of \$112,000), we continue to carry \$5,644.28 forward to the next and final

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quarterly anniversary date of December 1. The contract value on December 1 is \$119,000 and 5% of this amount is \$5,950. Since this is higher than \$5,644.28, the adjusted Highest Daily Annual Income Amount is reset to \$5,950.00

In this example, 5% of the December 1 value yields the highest amount of \$5,950.00. Since this amount is higher than the current year's Highest Daily Annual Income Amount of \$5,915.49 adjusted for excess withdrawals, the Highest Daily Annual Income Amount for the next contract year, starting on December 2, 2007 and continuing through December 1, 2008, will be stepped-up to \$5,950.00.

BENEFITS UNDER HIGHEST DAILY LIFETIME FIVE

- . To the extent that your contract value was reduced to zero as a result of cumulative withdrawals that are equal to or less than the Highest Daily Annual Income Amount and amounts are still payable under the Highest Daily Life Income Benefit, we will make an additional payment, if any, for that contract year equal to the remaining Highest Daily Annual Income Amount for the contract year. Thus, in that scenario, the remaining Highest Daily Annual Income Amount would be payable even though your contract value was reduced to zero. In subsequent contract years we make payments that equal the Highest Daily Annual Income Amount as described in this section. We will make payments until the death of the single designated life. To the extent that cumulative withdrawals in the current contract year that reduced your contract value to zero are more than the Highest Daily Annual Income Amount, the Highest Daily Lifetime Five Benefit terminates, and no additional payments will be made.
- . If annuity payments are to begin under the terms of your contract, or if you decide to begin receiving annuity payments and there is a Highest Daily Annual Income Amount due in subsequent contract years, you can elect one of the following two options:

- (1) Apply your contract value to any annuity option available; or
- (2) Request that, as of the date annuity payments are to begin, we make

annuity payments each year equal to the Highest Daily Annual Income Amount. We will make payments until the death of the single designated life.

We must receive your request in a form acceptable to us at our office.

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

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

- . If no withdrawal was ever taken, we will determine the Protected Withdrawal Value and calculate the Highest Daily Annual Income Amount as if you made your first withdrawal on the date the annuity payments are to begin.

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OTHER IMPORTANT CONSIDERATIONS

- . Withdrawals under the Highest Daily Lifetime Five benefit are subject to all of the terms and conditions of the contract, including any CDSC. We take withdrawals pro rata from your variable investment options and fixed investment options.
- . Withdrawals made while the Highest Daily Lifetime Five program is in effect will be treated, for tax purposes, in the same way as any other withdrawals under the contract. The Highest Daily Lifetime Five program does not directly affect the contract value or surrender value, but any withdrawal will decrease the contract value by the amount of the withdrawal (plus any applicable CDSC). If you surrender your contract, you will receive the current surrender value.
- . You can make withdrawals from your contract while your contract value is greater than zero without purchasing the Highest Daily Lifetime Five Benefit. The Highest Daily Lifetime Five Benefit provides a guarantee that if your contract value declines due to market performance, you will be able to receive your Highest Daily Annual Income Amount in the form of periodic benefit payments.
- . You must allocate your contract value in accordance with the then available investment option(s) that we may permit in order to elect and maintain the Highest Daily Lifetime Five Benefit.

ELECTION OF AND DESIGNATIONS UNDER THE BENEFIT

For Highest Daily Lifetime Five, there must be either a single owner who is the same as the annuitant, or if the contract is entity-owned, there must be a single natural person annuitant. In either case, the annuitant must be at least 55 years old.

Any change of the annuitant under the contract will result in cancellation of Highest Daily Lifetime Five. Similarly, any change of owner will result in cancellation of Highest Daily Lifetime Five, except if (a) the new owner has the same taxpayer identification number as the previous owner, (b) both the new owner and previous owner are entities, or (c) the previous owner is a natural person and the new owner is an entity.

Highest Daily Lifetime Five can be elected at the time that you purchase your contract. We also offer existing owners (i.e., those who have already acquired their contract) the option to elect Highest Daily Lifetime Five, subject to our eligibility rules and restrictions.

Currently, if you terminate the Highest Daily Lifetime Five Benefit, you will (a) not be permitted to re-elect the benefit and (b) will be allowed to elect the Spousal Lifetime Five Benefit or the Lifetime Five Income Benefit on any anniversary of the contract date that is at least 90 calendar days from the date the Highest Daily Lifetime Five Benefit was terminated. We reserve the right to further limit the election frequency in the future. Before making any such change to the election frequency, we will provide prior notice to owners who have an effective Highest Daily Lifetime Five Benefit.

TERMINATION OF THE BENEFIT

You may terminate the benefit at any time by notifying us. If you terminate the benefit, any guarantee provided by the benefit will terminate as of the date the termination is effective, and certain restrictions on re-election will apply as described above. We reserve the right to further limit the frequency election in the future. The benefit terminates: (i) upon your termination of the benefit, (ii) upon your surrender of the contract, (iii) upon your election to begin receiving annuity payments; (iv) upon the death of the designated life, (v) if both the contract value and Highest Daily Annual Income Amount equal zero, or (vi) if you fail to meet our requirements for issuing the benefit.

Upon termination of Highest Daily Lifetime Five, we cease deducting the charge for the benefit. With regard to your investment allocations, upon termination we will: (i) leave intact amounts that are held in the variable investment options, and (ii) transfer all amounts held in the Benefit Fixed Rate Account (as described below) to your variable investment options, based on your existing allocation instructions or (in the absence of such existing instructions) pro rata (i.e. in the same proportion as the current balances in your variable investment options).

ASSET TRANSFER COMPONENT OF HIGHEST DAILY LIFETIME FIVE

As indicated above, we limit the sub-accounts to which you may allocate contract value if you elect Highest Daily Lifetime Five. For purposes of this benefit, we refer to those permitted sub-accounts as the "Permitted Sub-accounts". A list of the Permitted Sub-accounts appears in the application form that you must submit to us in order to elect this benefit. As a requirement of participating in Highest Daily Lifetime Five, we require that you participate in our specialized asset transfer program, under which we may transfer contract value between the Permitted Sub-accounts and a fixed interest rate account that is part of our general account (the "Benefit Fixed Rate Account"). The Benefit Fixed Rate Account is available only with this benefit, and thus you may not allocate purchase payments to that Account.

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

As you can glean from the formula, a downturn in the securities markets (i.e., a reduction in the amount held within the Permitted Sub-accounts) may cause us to transfer some of your variable contract value to the Benefit Fixed Rate Account, because such a reduction will tend to increase the Target Ratio. Moreover, certain market return scenarios involving "flat" returns over a period of time also could result in the transfer of money to the Benefit Fixed Rate Account. In deciding how much to transfer, we use another formula, which essentially seeks to re-balance amounts held in the Permitted Sub-accounts and the Benefit Fixed Rate Account so that the

Target Ratio meets a target, which currently is equal to 80%. Once you elect Highest Daily Lifetime Five, the ratios we use will be fixed. For newly issued

contracts that elect Highest Daily Lifetime Five and existing contracts that elect Highest Daily Lifetime Five, we reserve the right to change the ratios.

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

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

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

If a significant amount of your contract value is systematically transferred to the Benefit Fixed Rate Account during periods of market declines or low interest rates, less of your contract value may be available to participate in the investment experience of the Permitted Sub-accounts if there is a subsequent market recovery. Under the reallocation formula that we employ, it is possible that a significant portion of your contract value may be allocated to the Benefit Fixed Rate Account.

ADDITIONAL TAX CONSIDERATIONS FOR QUALIFIED CONTRACTS/ARRANGEMENTS

If you purchase a contract as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Tax Sheltered Annuity (or 403(b)) or employer plan under Code Section 401(a), the minimum distribution rules under the Code require that you begin receiving periodic amounts from your contract beginning after age 70 1/2. For a Tax Sheltered Annuity or a 401(a) plan for which the participant is not a greater than 5 percent owner of the employer, this required beginning date can generally be deferred to retirement, if later. Roth IRAs are not subject to these rules during the owner's lifetime. The amount required under the Code may exceed the Highest Daily Annual Income Amount, which will cause us to increase the Highest Daily Annual Income Amount in any contract year that required minimum distributions due from your contract are greater than such amounts. In addition, the amount and duration of payments under the annuity payment and death benefit provisions may be adjusted so that the payments do not trigger any penalty or excise taxes due to tax considerations such as minimum distribution requirements.

SECTION 8 (subsection entitled "Insurance and Administrative Charges")

We replace the first two sentences of the first paragraph concerning the charges for Lifetime Five and Spousal Lifetime Five with the following: "We impose an additional charge of 0.60% annually if you choose the Lifetime Five Income Benefit or the Highest Daily Lifetime Five Benefit, and an additional charge of 0.75% annually if you choose the Spousal Lifetime Five Income Benefit."

APPENDIX B: Selecting The Variable Annuity That's Right For You

In the product comparison chart, we revise the line item (and accompanying footnote) concerning Living Benefits to reflect that Highest Daily Lifetime Five is available under Strategic Partners FlexElite 2, Strategic Partners Annuity One 3 and Strategic Partners Plus 3.

We add the following as Appendix C:

Appendix C

Asset Transfer Formula Under Highest Daily Lifetime Five Benefit

We set out below the current formula under which we may transfer amounts between the variable investment options and the Benefit Fixed Rate Account. Upon your election of Highest Daily Lifetime Five, we will not alter the asset transfer formula that applies to your contract. However, as discussed in Section 5, we reserve the right to modify this formula with respect to those who elect Highest Daily Lifetime Five in the future.

Terms and Definitions referenced in the calculation formula:

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

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quarterly step-up amount times the annual income percentage, and the contract value times the annual income percentage.

- . T - the amount of a transfer into or out of the Benefit Fixed Rate Account.
- . I% - annual income amount percentage. This factor is established on the Effective Date and is not changed for the life of the guarantee. Currently, this percentage is equal to 5%.

Target Value Calculation:

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

$$L = I * Q * a$$

Transfer Calculation:

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

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

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

Fixed Rate Account (F (greater than) 0), assets in the Benefit Fixed Rate Account are transferred to the Permitted Sub-accounts.

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

$$T = \{\text{Min}(V, [L - F - V * Ct] / (1 - Ct))\}$$
$$T = \{\text{Min}(F, [L - F - V * Ct] / (1 - Ct))\}$$

T(greater than)0, Money moving from the Permitted Sub-accounts to the Benefit Fixed Rate Account

T(less than)0, Money moving from the Benefit Fixed Rate Account to the Permitted Sub-accounts]

Example:

Male age 65 contributes \$100,000 into the Permitted Sub accounts and the value drops to \$92,300 during year one, end of day one. A table of values for "a" appears below.

Target Value Calculation:

$$L = I * Q * a$$
$$= 5000.67 * 1 * 15.34$$
$$= 76,710.28$$

Target Ratio:

$$r = (L - F) / V$$
$$= (76,710.28 - 0) / 92,300.00$$
$$= 83.11\%$$

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Since r (greater than) Cu (because 83.11% (greater than) 83%) a transfer into the Benefit Fixed rate Account occurs.

$$T = \{ \text{Min} (V, [L - F - V * Ct] / (1 - Ct)) \}$$
$$= \{ \text{Min} (92,300.00, [76,710.28 - 0 - 92,300.00 * 0.80] / (1 - 0.80)) \}$$
$$= \{ \text{Min} (92,300.00, 14,351.40) \}$$
$$= 14,351.40$$

Age 65 "a" Factors for Liability Calculations
(in Years and Months since Benefit Effective Date)*

<TABLE>
<CAPTION>

Months												

Years	1	2	3	4	5	6	7	8	9	10	11	12

<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
1	15.34	15.31	15.27	15.23	15.20	15.16	15.13	15.09	15.05	15.02	14.98	14.95
2	14.91	14.87	14.84	14.80	14.76	14.73	14.69	14.66	14.62	14.58	14.55	14.51
3	14.47	14.44	14.40	14.36	14.33	14.29	14.26	14.22	14.18	14.15	14.11	14.07
4	14.04	14.00	13.96	13.93	13.89	13.85	13.82	13.78	13.74	13.71	13.67	13.63
5	13.60	13.56	13.52	13.48	13.45	13.41	13.37	13.34	13.30	13.26	13.23	13.19
6	13.15	13.12	13.08	13.04	13.00	12.97	12.93	12.89	12.86	12.82	12.78	12.75
7	12.71	12.67	12.63	12.60	12.56	12.52	12.49	12.45	12.41	12.38	12.34	12.30
8	12.26	12.23	12.19	12.15	12.12	12.08	12.04	12.01	11.97	11.93	11.90	11.86
9	11.82	11.78	11.75	11.71	11.67	11.64	11.60	11.56	11.53	11.49	11.45	11.42

10	11.38	11.34	11.31	11.27	11.23	11.20	11.16	11.12	11.09	11.05	11.01	10.98
11	10.94	10.90	10.87	10.83	10.79	10.76	10.72	10.69	10.65	10.61	10.58	10.54
12	10.50	10.47	10.43	10.40	10.36	10.32	10.29	10.25	10.21	10.18	10.14	10.11
13	10.07	10.04	10.00	9.96	9.93	9.89	9.86	9.82	9.79	9.75	9.71	9.68
14	9.64	9.61	9.57	9.54	9.50	9.47	9.43	9.40	9.36	9.33	9.29	9.26
15	9.22	9.19	9.15	9.12	9.08	9.05	9.02	8.98	8.95	8.91	8.88	8.84
16	8.81	8.77	8.74	8.71	8.67	8.64	8.60	8.57	8.54	8.50	8.47	8.44
17	8.40	8.37	8.34	8.30	8.27	8.24	8.20	8.17	8.14	8.10	8.07	8.04
18	8.00	7.97	7.94	7.91	7.88	7.84	7.81	7.78	7.75	7.71	7.68	7.65
19	7.62	7.59	7.55	7.52	7.49	7.46	7.43	7.40	7.37	7.33	7.30	7.27
20	7.24	7.21	7.18	7.15	7.12	7.09	7.06	7.03	7.00	6.97	6.94	6.91
21	6.88	6.85	6.82	6.79	6.76	6.73	6.70	6.67	6.64	6.61	6.58	6.55
22	6.52	6.50	6.47	6.44	6.41	6.38	6.36	6.33	6.30	6.27	6.24	6.22
23	6.19	6.16	6.13	6.11	6.08	6.05	6.03	6.00	5.97	5.94	5.92	5.89
24	5.86	5.84	5.81	5.79	5.76	5.74	5.71	5.69	5.66	5.63	5.61	5.58
25	5.56	5.53	5.51	5.48	5.46	5.44	5.41	5.39	5.36	5.34	5.32	5.29
26	5.27	5.24	5.22	5.20	5.18	5.15	5.13	5.11	5.08	5.06	5.04	5.01
27	4.99	4.97	4.95	4.93	4.91	4.88	4.86	4.84	4.82	4.80	4.78	4.75
28	4.73	4.71	4.69	4.67	4.65	4.63	4.61	4.59	4.57	4.55	4.53	4.51
29	4.49	4.47	4.45	4.43	4.41	4.39	4.37	4.35	4.33	4.32	4.30	4.28
30	4.26	4.24	4.22	4.20	4.18	4.17	4.15	4.13	4.11	4.09	4.07	4.06
31	4.04	4.02	4.00	3.98	3.97	3.95	3.93	3.91	3.90	3.88	3.86	3.84
32	3.83	3.81	3.79	3.78	3.76	3.74	3.72	3.71	3.69	3.67	3.66	3.64
33	3.62	3.61	3.59	3.57	3.55	3.54	3.52	3.50	3.49	3.47	3.45	3.44

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<TABLE>												
<CAPTION>												
Months												

Years	1	2	3	4	5	6	7	8	9	10	11	12

<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
34	3.42	3.40	3.39	3.37	3.35	3.34	3.32	3.30	3.29	3.27	3.25	3.24
35	3.22	3.20	3.18	3.17	3.15	3.13	3.12	3.10	3.08	3.07	3.05	3.03
36	3.02	3.00	2.98	2.96	2.95	2.93	2.91	2.90	2.88	2.86	2.85	2.83
37	2.81	2.79	2.78	2.76	2.74	2.73	2.71	2.69	2.68	2.66	2.64	2.62
38	2.61	2.59	2.57	2.56	2.54	2.52	2.51	2.49	2.47	2.45	2.44	2.42
39	2.40	2.39	2.37	2.35	2.34	2.32	2.30	2.29	2.27	2.25	2.24	2.22
40	2.20	2.19	2.17	2.15	2.14	2.12	2.11	2.09	2.07	2.06	2.04	2.02
41	2.01	1.84	1.67	1.51	1.34	1.17	1.00	0.84	0.67	0.50	0.33	0.17

* The values set forth in this table are applied to all ages.

This prospectus supplement is intended to amend the prospectus for the annuity you own, and is not intended to be a prospectus or offer for any annuity listed here that you do not own.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

Registration Fees

Pruco Life registered \$200 million of interests in the market value adjusted annuity contracts described in this registration statement. Pruco Life has paid \$16,180 to the SEC for the registration fees required under the Securities Act of 1933.

Federal Taxes

Pruco Life estimates the federal tax effect associated with the deferred acquisition costs attributable to receipt of \$30 million of purchase payments over a two year period to be approximately \$118,400.

State Taxes

Pruco Life estimates that approximately \$6,400 in premium taxes will be owed upon receipt of purchase payments under the contracts, and that additional premium taxes in the approximate amount of \$64,000 would be owed if \$32 million of purchase payments were applied to annuity options.

Printing Costs

Pruco Life estimates that the costs of printing prospectuses for the amount of securities registered herein will be approximately \$200,000.

Legal Costs

This registration statement was prepared by Prudential attorneys whose time is allocated to Pruco Life.

Accounting Costs

PricewaterhouseCoopersLLP, the independent registered public accounting firm that audits Pruco Life's financials, charges approximately \$10,000 in connection with each filing of this registration statement with the Commission.

Premium Paid to Indemnify Officers

Officers and Directors of Pruco Life are indemnified under a policy that also covers officers and directors of other entities controlled by Prudential Financial, Inc. A portion of the cost of that policy is attributed to Pruco Life.

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ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Registrant, in conjunction with certain of its affiliates, maintains insurance on behalf of any person who is or was a trustee, director, officer, employee, or agent of the Registrant, or who is or was serving at the request of the Registrant as a trustee, director, officer, employee or agent of such other affiliated trust or corporation, against any liability asserted against and incurred by him or her arising out of his or her position with such trust or corporation.

Arizona, the state of organization of Pruco Life Insurance Company ("Pruco"), permits entities organized under its jurisdiction to indemnify directors and officers with certain limitations. The relevant provisions of Arizona law permitting indemnification can be found in Section 10-850 et. seq. of the Arizona Statutes Annotated. The text of Pruco's By-law, Article VIII, which relates to indemnification of officers and directors, is incorporated by reference to Exhibit 3(ii) to its form 10-Q filed August 15, 1997.

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) Form of a Distribution Agreement between Prudential Investment Management Services, Inc., "PIMS" (Principal Underwriter) and Pruco Life Insurance Company (Depositor). (Note 2)
- (3) (i) Articles of Incorporation of Pruco Life Insurance Company, as amended through October 19, 1993 (Note 6)
(ii) By-Laws of Pruco Life Insurance Company, as amended through May 6, 1997 (Note 7)
- (4) (a) Strategic Partners Variable Annuity Contract VBON-2000 (Note 3)
(b) Strategic Partners Variable Annuity Contract VDCA-2000 (Note 3)
(c) Strategic Partners MVA Endorsement ORD 112805 (Note 5)
(d) Strategic Partners Application ORD 99730 (Note 5)

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- (e) Strategic Partners FlexElite Variable Annuity Contract VFLX-2003 (Note 4)
- (f) Strategic Partners FlexElite Application (Note 8)
- (g) Strategic Partners SPA0 and FlexElite GMIB Endorsement ORD 112963 (Note 9)
- (h) Strategic Partners SPA0 Application (Note 10)
- (i) Strategic Partners FlexElite Application (Note 10)
- (j) Strategic Partners SPA0 and FlexElite GMIB Endorsement Supplement ORD 112963 (Note 10)
- (k) Periodic Value Death Benefit Endorsement (HDV) (Note 11)
- (l) Schedule Supplement Periodic Value Death Benefit (HDV) (Note 11)
- (m) Guaranteed Minimum Payments Benefit Endorsement (Lifetime 5) (Note 11)
- (n) Schedule Supplement Guaranteed Minimum Payments Benefit (Lifetime 5) (Note 11)
- (o) Strategic Partners SPA0 and FlexElite Joint and Survivor Guaranteed Minimum Payments Benefit Schedule (Spousal Lifetime Five) (Note 12)
- (p) Highest Daily Lifetime Five Benefit Rider (Note 1)
- (5) Opinion of Counsel as to the legality of the securities being registered. (Note 14)
- (23) Written Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm (Note 1)
- (24) Powers of Attorney:
 - (a) James J. Avery, Jr., Helen M. Galt, Bernard J. Jacob, Ronald P. Joelson, and David R. Odenath, Jr. (Note 13)
 - (b) Scott D. Kaplan, Tucker I. Marr (Note 1)

(Note 1) Filed herewith.

(Note 2) Incorporated by reference to Post Effective Amendment No. 4 on Form S-1, Registration No. 33-61143, filed April 15, 1999, on behalf the Pruco Life Insurance Company.

(Note 3) Incorporated by reference to the initial registration on Form N-4, Registration No. 333-37728, filed May 24, 2000 on behalf of the Pruco Life Flexible Premium Variable Annuity Account.

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- (Note 4) Incorporated by reference to Post-Effective Amendment No. 1 to Form N-4, Registration No. 333-75702, filed February 14, 2003 on behalf of Pruco Life Flexible Premium Variable Annuity Account.
- (Note 5) Incorporated by reference to initial Form S-3 Registration Statement No. 333-103474 filed February 27, 2003 on behalf of Pruco Life Insurance Company.
- (Note 6) Incorporated by reference to the initial registration on Form S-6, Registration No. 333-07451, filed July 2, 1999 on behalf of the Pruco Life Variable Appreciable Account.
- (Note 7) Incorporated by reference to Form 10-Q as filed August 15, 1997 on behalf of Pruco Life Insurance Company.
- (Note 8) Incorporated by reference to Post-Effective Amendment No. 2 to Form N-4, Registration No. 333-75702, filed April 23, 2003 on behalf of Pruco Life Flexible Premium Variable Annuity Account.
- (Note 9) Incorporated by reference to Post-Effective Amendment No. 11 to Form N-4, Registration No. 333-37728, filed November 14, 2003 on behalf of Pruco Life Flexible Premium Variable Annuity Account.

- (Note 10) Incorporated by reference to Post-Effective Amendment No. 3 to Form S-3, Registration No. 333-103474, filed April 12, 2004 on behalf of Pruco Life Insurance Company.
- (Note 11) Incorporated by reference to Post-Effective Amendment No. 5 to Form N-4, Registration No. 333-75702, filed January 20, 2005 on behalf of Pruco Life Flexible Premium Variable Annuity Account.
- (Note 12) Incorporated by reference to Post-Effective Amendment No. 6 to Form S-3, Registration No. 333-103474, filed February 7, 2006 on behalf of Pruco Life Insurance Company.
- (Note 13) Incorporated by reference to Post-Effective Amendment No. 13 to Form S-3, Registration No. 33-61143, filed April 19, 2006 on behalf of Pruco Life Insurance Company.
- (Note 14) Incorporated by reference to Post-Effective Amendment No. 6 to Form S-3, Registration No. 333-103474, filed April 21, 2006 on behalf of Pruco Life Insurance Company.

ITEM 17. UNDERTAKINGS

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 in the 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;

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- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the 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) 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 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.
- (5) Insofar as indemnification for liabilities arising under the Securities Act of 1933 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 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.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant

certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to be signed on its behalf on this 6th day of October, 2006.

PRUCO LIFE INSURANCE COMPANY
(Registrant)

Attest: /s/ THOMAS C. CASTANO

By: /s/ SCOTT D. KAPLAN

THOMAS C. CASTANO
SECRETARY

SCOTT D. KAPLAN
PRESIDENT

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 AND TITLE

/s/* October 6, 2006

JAMES J. AVERY JR
VICE CHAIRMAN AND DIRECTOR

/s/* *By: /s/ THOMAS C. CASTANO

SCOTT D. KAPLAN
PRESIDENT AND DIRECTOR

THOMAS C. CASTANO
(ATTORNEY-IN-FACT)

/s/*

TUCKER I. MARR
VICE PRESIDENT, PRINCIPAL FINANCIAL
OFFICER

/s/*

BERNARD J. JACOB
DIRECTOR

/s/*

HELEN M. GALT
DIRECTOR

/s/*

RONALD P. JOELSON.
DIRECTOR

/s/*

DAVID R. ODENATH, JR.
DIRECTOR

EXHIBIT INDEX

- (4)(p) Highest Daily Lifetime Five Rider
- (23) Written Consent of PricewaterhouseCoopers LLP, Independent
Registered Public Accounting Firm
- (24)(p) Powers of Attorney: Scott D. Kaplan, Tucker I. Marr

PRUCO LIFE INSURANCE COMPANY
(A Prudential Financial Company)
2999 NORTH 44th STREET, SUITE 250
PHOENIX, ARIZONA 85014

[HIGHEST DAILY LIFETIME FIVE] BENEFIT RIDER

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

This Rider makes provision for guaranteed minimum payments for the lifetime of a Designated Life or Spousal Designated Lives (defined below). This benefit continues until and unless the benefit terminates as described below in "Termination of Benefits." If your Account Value is depleted (reduced to zero) and there are any remaining values, we pay a remaining value as guarantee payments ("Guarantee Payments").

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

Account Value: The definition of "Account Value" in your Annuity also includes the value of the Benefit Fixed Rate Account. "Account Value" may also be referred to in your Annuity as "Contract Value".

Adjusted Purchase Payments: Purchase Payments increased by any Credits applied to your Account Value in relation to Purchase Payments and decreased by any charges deducted from such Purchase Payments.

Effective Date: The Effective Date of this Rider as shown in the Schedule Supplement.

Spouse: An individual whom we believe would be recognized as a spouse under federal law.

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

Owner/Participant: The term "Owner" may be referred to as "Participant" in your Annuity, and "Owner Rights" may be referred to as "Participation Rights." In this Rider, for simplicity, the Participant is referred to as Owner and Participation Rights are referred to as Ownership Rights.

Additional Terms:

For the purposes of this Rider, these terms also have the following meanings:

"Annuity" also means "Contract";
"Annuity Year" also means "Contract Year";
"Contingent Deferred Surrender Charge" also means "Withdrawal Charge";
"Co-Owner" also means "Joint Owner";
"In Writing" also means "in Good Order";
"Office" also means "Annuity Service Center"; and
"Valuation Day" is 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.

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

For a single Designated Life, if the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life. If the Owner is an entity that we permit, the Annuitant must be the Designated Life.

If there are Spousal Designated Lives shown in the Schedule Supplement, such persons must be each other's Spouses at the time this Rider is elected. For Spousal Designated Lives, if the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. If a Co-Owner is named, he/she must be the other Spousal Designated Life. While both Spousal Designated Lives are alive, each Co-Owner must be designated as the other Co-Owner's primary Beneficiary. While both Spousal Designated Lives are alive, if no Co-Owner is named, then the sole primary Beneficiary must be the other Spousal Designated Life.

For Spousal Designated Lives, when the Owner is an entity, the Annuitant must be a Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of this benefit after the death of the first Designated Life to die.

While this Rider is in effect, the Designated Life/Spousal Designated Lives may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider's terminating at the death of the first Spousal Designated Life.

Annual Income Amount: We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take, as one or multiple withdrawals, an income amount ("Annual Income Amount"). All or any portion of a withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income ("Excess Income"). Excess Income will reduce the Annual Income Amount in subsequent Annuity Years, as described below.

A protected withdrawal value ("Protected Withdrawal Value") is the basis for the calculation of the Annual Income Amount. The Protected Withdrawal Value is described below and is set on the date of the first withdrawal after the Effective Date.

Withdrawals: Withdrawals, including withdrawals of an Annual Income Amount, may incur any applicable Contingent Deferred Sales Charge or other charges applicable upon a withdrawal.

Initial Annual Income Amount: The initial Annual Income Amount is set as of the date of the first withdrawal from your Annuity and is based on the Protected Withdrawal Value. The initial Annual Income Amount is determined by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Protected Withdrawal Value. The Protected Withdrawal Value is the higher of the following values:

- (1) the Account Value on the date of the first withdrawal, prior to such first withdrawal; and
- (2) the "Periodic Value" on the earlier of the date of the first withdrawal or the tenth anniversary of the Effective Date, as defined below.

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Periodic Value: The Periodic Value initially is equal to the Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first withdrawal or ten years after the Effective Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greater of:

- (1) the Periodic Value for the immediately preceding business day (the "Prior Valuation Day") appreciated at the daily equivalent of the Roll-Up Rate indicated in the Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment made on the Current Valuation Day; and
- (2) the Account Value.

Impact of Withdrawals: Any withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the dollar amount of each withdrawal. Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. Each withdrawal of Excess Income reduces the Annual Income Amount proportionately. That proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the withdrawal of any Annual Income Amount and prior to the withdrawal of the Excess Income (even if both withdrawals occurred in the same day).

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

Required Minimum Distributions: The Annual Income Amount will be increased for any Annuity Year to the extent necessary in that Annuity Year to meet any minimum distribution requirement pursuant to the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder. This increase applies only in relation to the required minimum distribution based on the value of your Annuity.

Additional Purchase Payment(s) after your First Withdrawal: If your Annuity permits additional Purchase Payments, then, before your Account Value is depleted, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Account Value becomes zero. The increase to the Annual Income Amount resulting from each Purchase Payment equals the applicable Annual Income Percentage applied to the Adjusted Purchase Payment.

Purchase Payment(s) Limitation: If your Annuity permits additional Purchase Payments, we may limit any subsequent Purchase Payment(s) if we determine that as a result of the timing and amounts of your subsequent Purchase Payments and withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of subsequent Purchase Payment(s). We reserve the right to not accept subsequent Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class in a nondiscriminatory manner.

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Step Ups: We automatically step up your Annual Income Amount, as follows:

Beginning on the first anniversary of the Issue Date of your Annuity after the first withdrawal subsequent to the Effective Date, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we do this if the value resulting from applying the applicable Annual Income Percentage (shown in the Schedule Supplement) to the highest quarterly Account Value (as measured on each quarter anniversary of the Issue Date of your Annuity), occurring over the past Annuity Year and adjusted for any withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For the first step up, the comparison may be based on less than four quarterly Account Values, since the first withdrawal may occur after one or more quarterly anniversaries within an Annuity Year. Thereafter, the comparison of Account Values is based on four quarterly anniversaries in each Annuity Year.

We reserve the right at the time of, and as a result of, any step up to increase the charge for this Rider to the current charge we apply for new business. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us In Writing if you wish to opt out of this feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step up feature, if the charge increases. Should you decide to opt out of the automatic step up feature, but later wish to re-elect it, you must inform us In Writing. Upon re-election of this feature, you will be subject to the then-current charge we apply to the next subsequent step up.

Guarantee Payments: Once your Account Value is depleted, we subsequently make one or more Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the single Designated Life or the second of the Spousal Designated Lives to die. The only provisions of your Annuity that remain in effect are those that relate to such Guarantee Payments. In the Annuity Year your Account Value is depleted, the only Guarantee Payment due, if any, generally equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Account Value is depleted.

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

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the minimum Guarantee Payment amount shown in the Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living, or a fixed, single life annuity if only one of the Spousal Designated Lives is living or if this benefit was issued with one Designated Life. We use the same basis that is used to calculate the guaranteed annuity rates in your Annuity.

We will charge against Guarantee Payments any applicable premium taxes paid to any governmental entity on the basis of Guarantee Payments we may make.

Investment Limitations: While this Rider is in effect, your entire Account Value must be allocated to only those investment options we permit. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

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At any time until this Rider is terminated, these requirements may be implemented, suspended or changed. This includes changing prohibited investment

options, changing the extent to which Account Value may be allocated to an investment option, and changing required investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers made during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. All subsequent transfers and Purchase Payments may be subject to the new investment limitations.

Transfers to and from the Benefit Fixed Rate Account: On each Valuation Day, including the Effective Date, a program is used to compare your Account Value to an amount based on the guarantee provided by this benefit. Based on the program, a determination is made as to whether any portion of your Account Value is to be transferred to or from the Benefit Fixed Rate Account. Please refer to the Schedule Supplement for information on the formula used under this program. The program used may differ for different classes of annuities. You are not permitted to transfer amounts between Sub-accounts and the Benefit Fixed Rate Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the program allocates any transferred amount to the Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then current percentages for that asset allocation program. Transfers to the Benefit Fixed Rate Account will be taken pro-rata from the Sub-accounts. Amounts transferred from the Benefit Fixed Rate Account are on a "last-in, first-out" basis. In the event your entire Account Value is allocated to a Benefit Fixed Rate Account, any transfers out will be transferred to the permitted Sub-accounts according to your most recent instructions.

Benefit Fixed Rate Account: The Benefit Fixed Rate Account specific to this Rider is supported by assets in our general account. We credit a fixed rate of interest to Benefit Fixed Rate Segments established in the Benefit Fixed Rate Account for the Crediting Period. Benefit Fixed Rate Segments are portions of your Account Value. Benefit Fixed Rate Segments are created whenever a portion of your Account Value is transferred into the Benefit Fixed Rate Account.

The length of time for which a Benefit Fixed Rate Interest Rate (described below) will not change for a Benefit Fixed Rate Segment is the Crediting Period. The duration of all Crediting Periods for the Benefit Fixed Rate Segment in the Benefit Fixed Rate Account is one year.

The effective date of the first Crediting Period for a Benefit Fixed Rate Segment is the date the Account Value is transferred into the Benefit Fixed Rate Account. Each Crediting Period ends at the earliest of the last day of the Crediting Period, the Annuity Date, the date all Account Value in that Benefit Fixed Rate Segment is withdrawn or transferred, or the date the death benefit becomes payable. The effective date for any subsequent Crediting Period for a Benefit Fixed Rate Segment is the date immediately following the last day of the prior Crediting Period.

Benefit Fixed Rate Interest Rates: Interest is credited to Benefit Fixed Rate Segments daily. The interest rate does not change for a Benefit Fixed Rate Segment during a Crediting Period. All Benefit Fixed Rate Interest Rates declared are effective annual interest rates. This is the yield that results after interest is compounded daily for a full year. We declare Benefit Fixed Rate Interest Rates from time to time on or before the effective date of a Crediting Period. These interest rates will never be less than the minimum interest rate described on the Schedule Supplement page.

We inform you of the interest rate applicable to a Benefit Fixed Rate Segment when we confirm the allocation.

To the extent permitted by law, we reserve the right at any time to use a Benefit Fixed Rate Account and a Crediting Period that differ from those that were available when your Rider became effective. We may establish different Benefit Fixed Rate Accounts for different classes and for different annuities.

Death of a Designated Life under this Rider:

Please also refer to the "Termination of Benefits" provision below.

Death of the Designated Life:

If this Rider was issued with one Designated Life and such person dies, this Rider terminates and the death benefit provisions of your Annuity apply.

Death of the first of the Spousal Designated Lives to die and Spousal Continuation: For purposes of this Rider the Spousal Continuation provision is as follows:

- . Upon the first of the Spousal Designated Lives to die ("First Death"), if a death benefit is payable and the Annuity is continued, this Rider remains in force unless we are instructed otherwise or unless upon the First Death, the Spouse is not a Spousal Designated Life, in which case this Rider terminates.
- . Upon the First Death, if a death benefit is payable and the Annuity is not continued, the death benefit will be paid under the terms of your Annuity, and the Rider terminates as of the date we receive due proof of death In Writing.
- . Upon the First Death, if a death benefit is not payable and there is a surviving Spousal Designated Life (i.e., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), the Rider will continue.
- . Upon the First Death, if a death benefit is not payable and there is no remaining Spousal Designated Life (e.g., divorce occurs), this Rider terminates as of the date of death of that Spousal Designated Life.

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

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

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

- (1) apply your Account Value to any annuity option available in the Annuity Payments section of your Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will continue to make payments until the death of the Designated Life or, as applicable, the death of the second Spousal Designated Life as long as the Spousal Designated Lives were Spouses at the time of the first death. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

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

We must receive your request at our Office In Writing. If annuity payments are to begin under the terms of your Annuity and you have not made an election, we will make annual annuity payments as a joint and last survivor fixed annuity or as a single life fixed annuity, as applicable, each with ten payments certain using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in your Annuity. If you are electing annuity payments under the terms of this Rider, the annual guaranteed annuity rates for a joint and last survivor fixed annuity and a single life fixed annuity, each with ten payments certain are shown in the Annuity Payment Table in the Schedule Supplement. We also reserve the right to limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform with applicable tax law and to satisfy required minimum distribution requirements. The amount that will be applied to provide such annuity payments will be the greater of:

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

If no withdrawal was ever taken, we will determine an Initial Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first withdrawal on the date we transfer all Account Value in order to begin annuity payments.

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

Charge for the Rider: The charge is applied against the daily total value of each Sub-account in which Account Value is maintained in the Annuity. The charge is assessed each day at the daily equivalent of the applicable rate. On the Effective Date, the charge is as shown in the Schedule Supplement. Upon any step up, we may increase the charge if the charge for the Rider at the time of

the step up has increased. Any new charge is based on charges applicable to annuity purchasers of the same class of Annuity. Please also refer to the provision entitled "Step Ups."

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

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

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

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Termination of Benefits: You may terminate this Rider at any time upon notification to us In Writing. Upon the termination of the rider, we transfer any remaining Account Value from all Benefit Fixed Rate Segments within the Benefit Fixed Rate Account. Unless you are participating in any asset allocation program for which we are providing administrative support, we allocate the transferred amount to the Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then current percentages for that asset allocation program. In the event your entire Account Value is allocated to a Benefit Fixed Rate Account, any transfers out will be transferred to the permitted Sub-accounts according to your most recent instructions. Upon termination, we may limit or prohibit investment in any available option crediting a fixed interest rate, including any such option that is subject to a market value adjustment. Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If your Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the investment options that we require for the Rider, other than the Benefit Fixed Rate Account, unless you instruct us otherwise;
- (2) the date of receipt of due proof of the first Spousal Designated Life to die who is an Owner (or who is the Annuitant, if the Annuity is owned by an entity), if the surviving Spouse does not elect to continue the Annuity, and any Account Value remains on the date of death where there are two Spousal Designated Lives;
- (3) the date of receipt of due proof of the first Spousal Designated Life to die who is an Owner (or who is the Annuitant, if the Annuity is owned by an entity) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and any Account Value remains on the date of death;
- (4) the date of receipt of due proof of the death of the Designated Life or the second Spousal Designated Life's death if death occurs while Account Value remains on the date of death;
- (5) the date of death of the Designated Life or the second Spousal Designated Life when Account Value is depleted as of the date of death;
- (6) if Account Value remains on the Annuity Date, or if earlier, the date we transfer all Account Value in order to begin annuity payments;
- (7) each of the Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the Designations provision of this Rider or if we do not then consent to continue the Rider.

PRUCO LIFE INSURANCE COMPANY

[GRAPHIC APPEARS HERE]

[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY
(A Prudential Financial Company)
2999 NORTH 44th STREET, SUITE 250
PHOENIX, ARIZONA 85014

[HIGHEST DAILY LIFETIME FIVE BENEFIT]
SCHEDULE SUPPLEMENT

ANNUITY NUMBER: [XXXXXXX]

EFFECTIVE DATE OF THE RIDER: [FEBRUARY 15, 2007]

[[SPOUSAL] DESIGNATED LIFE/LIVES]:

[JOHN DOE] DATE OF BIRTH: [FEBRUARY 21, 1955]

[[MARY DOE] DATE OF BIRTH: [JANUARY 1, 1956]]

ROLL-UP RATE: [5.0% per year]

ANNUAL INCOME PERCENTAGE: [[5.0%]

[The Annual Income Amount is determined at the time of the first withdrawal after the Effective Date and on a Designated Life's age at the time of the first withdrawal. It is equal to an Annual Income Percentage, as shown below, applied against the Protected Withdrawal Value. For Spousal Designated Lives, the percentage is based on the youngest Designated Life's age at the time of the first withdrawal.

Age of Designated Life	Annual Income Percentage Applied Against Protected Withdrawal Value
50 - 64	4%
65 - 74	5%
75 - 84	6%
85+	7%

]]

MINIMUM GUARANTEED PAYMENT: [\$100]

CHARGE FOR THE RIDER: [THE DAILY EQUIVALENT OF AN ANNUAL RATE APPLIED TO
SUB-ACCOUNTS:

[FOR SINGLE DESIGNATED LIFE: [0.60]%

[FOR SPOUSAL DESIGNATED LIVES: [0.75]%

INTEREST RATE MINIMUM: [[2.0]% ANNUALLY FOR CREDITING PERIODS THAT START PRIOR
TO THE [TENTH] ANNIVERSARY OF THE [ANNUITY'S ISSUE DATE/CONTRACT DATE]; [3.0]%
ANNUALLY FOR CREDITING PERIODS THAT START ON OR AFTER THE [TENTH] ANNIVERSARY
OF THE [ANNUITY'S ISSUE DATE/CONTRACT DATE]]

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[HIGHEST DAILY LIFETIME FIVE BENEFIT]
SCHEDULE SUPPLEMENT (CONTINUED)

Annuity Payment Table: [The Annuity Payment Table below is used to compute the minimum annual amount of a single life annuity payment with 10 payments certain per \$1,000 applied. We used the Annuity 2000 Valuation Mortality Table, less two years, with projected mortality improvements (modified scale G), with an interest rate of [3]% per year in preparing the Annuity Payment Table.

Single Life Annuity Payment with 10 Payments Certain

<TABLE>
<CAPTION>

AGE	MALE	FEMALE	UNISEX	AGE	MALE	FEMALE	UNISEX
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
55	49.00	45.76	46.42	80	98.01	89.91	91.52
60	54.01	50.01	50.82	85	117.86	110.78	112.20
65	60.77	55.70	56.72	90	140.50	135.96	136.88
70	69.95	63.49	64.78	95	163.30	160.31	160.93
75	82.13	74.48	76.00				

</TABLE>

The Annuity Payment Table below is used to compute the minimum annual amount of a joint and last survivor life annuity payment with 10 payments certain per \$1,000 applied. We used Annuity 2000 Valuation Mortality Table, less two years, with projected mortality improvements (modified scale G), and an interest rate of [3]% per year in preparing the Annuity Payment Table.

Joint and Last Survivor Life Annuity Payment with 10 Payments Certain

Female Age

		55	60	65	70	75	80	85	90	95
Male Age:	55	42.00	43.62	45.09	46.32	47.26	47.92	48.33	48.54	48.63
	60	43.07	45.24	47.37	49.31	50.90	52.06	52.79	53.18	53.36
	65	43.93	46.65	49.56	52.43	55.01	57.03	58.39	59.14	59.48
	70	44.57	47.77	51.45	55.41	59.32	62.69	65.11	66.52	67.20
	75	45.00	48.58	52.91	57.94	63.37	68.52	72.56	75.07	76.33
	80	45.29	49.11	53.92	59.84	66.72	73.86	79.99	84.06	86.23
	85	45.45	49.42	54.54	61.07	69.10	78.04	86.32	92.22	95.52
	90	45.54	49.59	54.88	61.76	70.52	80.75	90.76	98.26	102.64
	95	45.58	49.67	55.04	62.10	71.25	82.23	93.36	101.97	107.14

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[HIGHEST DAILY LIFETIME FIVE BENEFIT]
SCHEDULE SUPPLEMENT (CONTINUED)

The factors in the Annuity Payment Tables are based on the Annuitant's(s') Adjusted Age and Sex. The Adjusted Age is the age last birthday prior to the date on which the first Annuity Payment is due, adjusted as shown in the "Translation of Adjusted Age Table" below.

Translation of Adjusted Age Table

<TABLE> <CAPTION>			
Calendar Year in Which First Payment is Due	Adjusted Age	Calendar Year in Which First Payment is Due	Adjusted Age

<S>	<C>	<C>	<C>
Prior to 2010	Actual Age	2050 through 2059	Actual Age minus 5
2010 through 2019	Actual Age minus 1	2060 through 2069	Actual Age minus 6
2020 through 2029	Actual Age minus 2	2070 through 2079	Actual Age minus 7
2030 through 2039	Actual Age minus 3	2080 through 2089	Actual Age minus 8
2040 through 2049	Actual Age minus 4	2090 through 2099	Actual Age minus 9]
</TABLE>			

ADDITIONAL INFORMATION ABOUT TRANSFERS BETWEEN THE SUB-
ACCOUNTS AND THE BENEFIT FIXED RATE ACCOUNT

[The program described in the Rider monitors your Account Value daily, and, as determined by the formula set forth below, transfers are made between the Sub-accounts and the Benefit Fixed Rate Account.

Any transfers out of the Sub-accounts into the Benefit Fixed Rate Account are made on a pro rata basis. Any transfers out of the Benefit Fixed Rate Account are taken out of the Benefit Fixed Rate Account on a last-in, first-out basis. Such transfer amounts are deposited into the Sub-accounts on a pro rata basis, unless you instruct us otherwise.

Terms and Definitions referenced in the calculation formula:

- .. Cu - the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- .. Ct - the target is established on the Effective Date and is not changed for the life of the guarantee.
- .. Cl - the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- .. L - the target value as of the current Valuation Day.
- .. r - the target ratio.
- .. a - the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- .. Q - age based factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- .. V - the total value of all Sub-accounts in the Annuity.
- .. F - the total value of all Benefit Fixed Rate Account allocations.
- .. I - the Income Value prior to the first withdrawal. The Income Value is equal to what the Annual Income Amount would be if the first withdrawal were taken on the date of calculation. After the first withdrawal the Income Value equals the greater of the Annual Income Amount, the quarterly step-up amount times the Annual Income Percentage, and the Account Value times the Annual Income Percentage.

.. T - the amount of a transfer into or out of the Benefit Fixed Rate Account.

.. I% - Annual Income Amount percentage. This factor is established on the Effective Date and is not changed for the life of the guarantee.

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[HIGHEST DAILY LIFETIME FIVE BENEFIT]
SCHEDULE SUPPLEMENT (CONTINUED)

Target Value Calculation:

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

$$L = I * Q * a$$

Transfer Calculation:

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

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

- . If r (greater than) $C_{u\backslash\backslash}$, assets in the Sub-accounts are transferred to Benefit Fixed Rate Account.
- . If $r < C_{l\backslash\backslash}$, and there are currently assets in the Benefit Fixed Rate Account (F (greater than) 0), assets in the Benefit Fixed Rate Account are transferred to the Sub-accounts.

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

<TABLE>	
<S>	
$T = \{\text{Min}(V, [L - F - V * C_{t\backslash\backslash}] / (1 - C_{t\backslash\backslash}))\}$	<C>
$T = \{\text{Min}(F, [L - F - V * C_{t\backslash\backslash}] / (1 - C_{t\backslash\backslash}))\}$	$T(\text{greater than})0$, Money moving from the Sub-accounts to the Benefit Fixed Rate Account
	$T < 0$, Money moving from the Benefit Fixed Rate Account to the Sub-accounts]
</TABLE>	

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Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated March 24, 2006 relating to the financial statements, which appear in Pruco Life Insurance Company's Annual Report on Form 10-K for the year ended December 31, 2005.

New York, New York
October 6, 2006

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints THOMAS C. CASTANO, and C. CHRISTOPHER SPRAGUE, and each of them severally, his true and lawful attorney-in-fact to sign in his name, place and stead, in any and all capabilities, where applicable: registration statements filed by Pruco Life Insurance Company with the Securities and Exchange Commission, under the Investment Company Act of 1940 and/or the Securities Act of 1933 (including any pre-effective amendments and post-effective amendments thereto), including but not limited to registration statements pertaining to the Pruco Life Strategic Partners Annuity One Variable Annuity (file no. 333-37728), Strategic Partners FlexElite Variable Annuity (file no. 333-75702), Strategic Partners Select Variable Annuity (file no. 333-52754), Strategic Partners Advisor Annuity (file no. 333-52780), and Prudential Premier Series Variable Annuity (file no. 333-130989).

Such appointment as attorney-in-fact also is granted with respect to the following Form S-3 registration statements of Pruco Life Insurance Company: 333-104036 (pertaining to the Strategic Partners Horizon Variable Annuity), 333-61143 (pertaining to the registration statement for the market value adjustment option that accompanies the Strategic Partners Select Variable Annuity (333-52754)), and 333-103474 (pertaining to the registration statement for the market value adjustment option that accompanies the Strategic Partners Annuity One Form N-4 registration statement (333-37728) and the Strategic Partners FlexElite Form N-4 registration statement (333-75702)).

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of September, 2006.

/s/ Scott D. Kaplan

Scott D. Kaplan
President and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints THOMAS C. CASTANO and C. CHRISTOPHER SPRAGUE, and each of them severally, his true and lawful attorney-in-fact to sign in his name, place and stead, in any and all capabilities, where applicable: registration statements filed by Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey with the Securities and Exchange Commission, under the investment Company Act of 1940 and/or the Securities Act of 1933 (including any per-effective amendments and post-effective amendments thereto), including but not limited to registration statements on Forms N-4, N-6, S-1, S-2 and S-3.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of September, 2006.

/s/ Tucker I. Marr

Tucker I. Marr
Chief Financial Officer