We no longer offer certain of our variable annuity products and are not required to update the annuity prospectuses for such products. We maintain on this site, for your reference, the most recent annuity prospectuses for these products. These annuity prospectuses are not an offer, or a solicitation of an offer, to sell the annuity contracts described therein. Investors in these annuity products continue to receive certain updated information annually (e.g., fund annual and semi-annual reports and fund prospectuses).

For more information about your annuity, please reference your quarterly statements, call the Annuity Service Center at 888-778-2888 or contact your Financial Professional.

"This notice is not part of the accompanying prospectus"

Note: The portfolio prospectus(es) for this product can be found in the subaccount section of the prospectus page.

Prudential

DISCOVERY(R) PLUS

THIS PROSPECTUS DESCRIBES AN INDIVIDUAL VARIABLE ANNUITY CONTRACT OFFERED BY THE PRUDENTIAL INSURANCE COMPANY OF AMERICA ("PRUDENTIAL," "WE" OR "US").

The Discovery Plus Variable Annuity offers a wide variety of investment choices, including a fixed interest-rate option, a real estate variable investment option and 34 variable investment options that invest in mutual funds managed by these leading asset mangers:

Prudential Investments LLC
Jennison Associates LLC
AIM Capital Management, Inc.
Alliance Capital Management, LP
Davis Advisors
Deutsche Asset Management Inc.

Fidelity Management & Research Company
GE Asset Management, Incorporated
INVESCO Funds Group, Inc.
Janus Capital Management LLC
Massachusetts Financial Services Company (MFS)

Pacific Investment Management
Company LLC (PIMCO)

Salomon Brothers Asset Management
Victory Capital Management Inc.

September 27, 2002

Please read this prospectus before investing in a Discovery Plus contract and keep it for future reference. Current prospectuses for each of the underlying mutual fund portfolios and the real estate investment option accompany this prospectus. These prospectuses contain important information about these investment options. Please read these prospectuses and keep them for reference. While Prudential stopped offering this variable annuity on November 30, 2001 for new sales, existing contractholders may continue to make additional purchase payments.

To learn more about Discovery Plus, you can request a copy of the Statement of Additional Information ("SAI") dated September 27, 2002. The SAI has been filed with the Securities and Exchange Commission ("SEC") and is legally a part of this prospectus. The SEC maintains a Web site (http://,,www.sec.gov) that contains the Discovery Plus SAI, material incorporated by reference, and other information regarding registrants that file electronically with the SEC. The Table of Contents of the SAI is on page 28 of this prospectus. For a free copy of the SAI, call us at: (888) PRU-2888 or write to us at:

Prudential Annuity Service Center
P.O. Box 7960
Philadelphia, PA 19101

THE SEC HAS NOT DETERMINED THAT THIS CONTRACT IS A GOOD INVESTMENT, NOR HAS THE SEC DETERMINED THAT THIS PROSPECTUS IS COMPLETE OR ACCURATE. IT IS A CRIMINAL OFFENSE TO STATE OTHERWISE.

INVESTMENT IN A VARIABLE ANNUITY IS SUBJECT TO RISK, INCLUDING THE POSSIBLE LOSS OF YOUR MONEY. AN INVESTMENT IN DISCOVERY PLUS IS NOT A BANK DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY.

DISCOVERY(R) PLUS VARIABLE ANNUITY

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DISCOVERY(R) PLUS VARIABLE ANNUITY

GLOSSARY

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

ACCUMULATION PHASE. The period that begins with the Contract Date (see below definition) and ends when you start receiving income payments or earlier if the contract is terminated through a full withdrawal or payment of a death benefit.

ANNUITANT. The person whose life determines how long the contract lasts and the amount of income payments that will be paid.

ANNUITY DATE. The date when income payments are scheduled to begin.

BONUS. The additional 1% of your purchase payments that we add to the value of your contract. This amount is based on the purchase payments you make during the first three years you own the contract. This bonus payment is discretionary in later years. Payment of the bonus amount may be limited to $1,000 each contract year. This amount is referred to in your contract as an "additional amount."

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

CASH VALUE. This is the total value of your contract amount minus any applicable charges or fees.

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

CONTRACTOWNER, OWNER, OR YOU. The person entitled to the ownership rights under the contract.

CONTRACT VALUE. The total value of the amounts in a contract allocated to the variable investment options and the interest-rate option as of a particular date. This amount is referred to in your contract as the "contract fund."

DEATH BENEFIT. If the annuitant or contractowner dies, the designated person(s), that is, the beneficiary, will receive the total value of the contract, or a greater amount, depending on the age of the contract. See page 8 for a detailed description.

FIXED INTEREST-RATE OPTION. An investment option that offers a fixed rate of interest for a one year period.

INCOME OPTIONS. Options under the contract that define the frequency and duration of income payments. In your contract, they are referred to as payout or annuity options.

MUTUAL FUND INVESTMENT OPTION. When you choose a mutual fund investment option, we purchase shares of the mutual fund portfolio associated with that option. We hold these shares in the Separate Account. The division of the Separate Account is referred to in your contract as a subaccount.

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

PRUDENTIAL ANNUITY SERVICE CENTER. For general correspondence: P.O. Box 7960, Philadelphia, PA 19101. For express overnight mail: 2101 Welsh Road, Dresher, PA 19025. The telephone number is (888) PRU-2888. Prudential's Web Site is www.prudential.com.

REAL PROPERTY ACCOUNT. One of your variable investment options. It is a separate account established by Prudential to invest, through a partnership, in income-producing real property.

SEPARATE ACCOUNT. Purchase payments allocated to the mutual fund investment options are held by Prudential in a separate account called the Prudential Individual Variable Contract Account. The Separate Account is set apart from all of the general assets of Prudential.

TAX DEFERRAL. This is a way to generally increase your assets without currently being taxed. You do not pay taxes on your contract earnings until you take money out of your contract.

VARIABLE INVESTMENT OPTIONS. The mutual fund investment options and the Real Property Account.

DISCOVERY(R) PLUS VARIABLE ANNUITY

SUMMARY

FOR A MORE COMPLETE DISCUSSION OF THE FOLLOWING TOPICS, SEE THE CORRESPONDING SECTION IN THE PROSPECTUS.

1. WHAT IS THE DISCOVERY(R) PLUS VARIABLE ANNUITY?

This variable annuity contract, offered by Prudential, is a contract between you, as the owner, and us. The contract allows you to invest on a tax-deferred basis in one or more of 34 mutual fund investment options which are associated with portfolios of The Prudential Series Fund, Inc. ("Series Fund"). There is another variable investment option called the Variable Contract Real Property Account ("Real Property Account") and a fixed interest-rate option. The contract is intended for retirement savings or other long-term investment purposes and provides for a death benefit and guaranteed income options.

The variable investment options are designed to offer the opportunity for a better return than the fixed interest-rate option. However, this is NOT guaranteed. It is possible, due to market changes, that your investments may decrease in value.

Under contracts issued prior to May, 1993 the fixed interest-rate option offers an interest rate that is guaranteed to be not less than 4.0% per year. Beginning May, 1993, we began to issue contracts with a minimum guaranteed 3.1% interest rate, as such contracts were approved by the various states. While your money is in the fixed account, both the interest amount that your money will earn and your principal amount is guaranteed by us.

You can invest your money in any or all of the variable investment options and the fixed interest-rate option. You are always allowed at least four transfers each contract year among the mutual fund investment options. There are certain restrictions on transfers involving the fixed interest-rate option and the Real Property Account.

The contract, like all deferred annuity contracts, has two phases: the accumulation phase and the income phase. During the accumulation phase, earnings grow on a tax-deferred basis and are taxed as income when you make a withdrawal. The income phase starts when you choose to begin receiving regular payments from your contract. The amount of money you are able to accumulate in your contract during the accumulation phase will help determine the amount of payments you will receive during the income phase. Other factors will affect the amount of your payments such as age and the payout option you selected.

OTHER CONTRACTS. This prospectus describes the Discovery Plus contract, two versions of which were previously offered by Prudential. As of November 30, 2001, Prudential stopped offering this contract for new sales. The two versions of the contract previously offered had different features that are referred to throughout this prospectus.

2. WHAT INVESTMENT OPTIONS CAN I CHOOSE?

You can invest your money in any or all of the variable investment options that are described in the prospectuses located at the end of this prospectus:

THE PRUDENTIAL SERIES FUND

The Prudential Series Fund, Inc. is a mutual fund made up of the following portfolios. You may choose one or more of these portfolios as variable investment options.

Conservative Balanced Portfolio
Diversified Bond Portfolio
Equity Portfolio
Flexible Managed Portfolio
Global Portfolio
Government Income Portfolio
High Yield Bond Portfolio
Jennison Portfolio
Money Market Portfolio
Natural Resources Portfolio
Small Capitalization Stock Portfolio
Stock Index Portfolio
Value Portfolio
SP Aggressive Growth Asset Allocation Portfolio SP AIM Aggressive Growth Portfolio
SP AIM Core Equity Portfolio
SP Alliance Large Cap Growth Portfolio SP Alliance Technology Portfolio
SP Balanced Asset Allocation Portfolio SP Conservative Asset Allocation Portfolio SP Davis Value Portfolio

DISCOVERY(R) PLUS VARIABLE ANNUITY

SP Deutsche International Equity Portfolio SP Growth Asset Allocation Portfolio
SP INVESCO Small Company Growth Portfolio SP Jennison International Growth Portfolio SP Large Cap Value Portfolio
SP MFS Capital Opportunities Portfolio

(domestic and foreign equity)

SP MFS Mid-Cap Growth Portfolio
SP PIMCO High Yield Portfolio
SP PIMCO Total Return Portfolio
SP Prudential U.S. Emerging Growth Portfolio SP Small/Mid Cap Value Portfolio
SP Strategic Partners Focused Growth Portfolio

JANUS ASPEN SERIES

Growth Portfolio--Service Shares

THE PRUDENTIAL VARIABLE CONTRACT REAL PROPERTY ACCOUNT

The Real Property Account is a separate account established by Prudential which, through a partnership, invests primarily in income-producing real property.

Depending upon market conditions, you may earn or lose money in any of these variable investment options. The value of your contract will fluctuate depending upon the investment performance of the variable investment options. Performance information for the variable investment options is provided in the SAI; accumulation unit values for the subaccounts of the Series Fund appear at the end of this prospectus. Past performance is not a guarantee of future results. The Real Property Account is not available for qualified contracts.

You can also put your money into a fixed interest-rate option.

3. WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE? (ANNUITIZATION)

If you want to receive regular income from your annuity, you can choose one of several options, including guaranteed payments for the annuitant's lifetime. Once you begin receiving regular payments, you may not be able to change your payment plan without receiving our prior consent.

4. WHAT IS THE 1% BONUS?

Prudential will add to your account an additional 1% of your purchase payments during the first three years of your contract. Payment of the bonus amount may be limited to $1,000 each contract year. After three years the additional 1% may be added at Prudential's discretion. Also, the 1% will be recaptured if you make a withdrawal within six contract anniversaries after making the purchase payment.

5. HOW CAN I MAKE ADDITIONAL PURCHASE PAYMENTS TO THE DISCOVERY PLUS CONTRACT?

You can add $1,000 or more at any time during the accumulation phase of the contract (there are certain limitations for residents of New York and Oregon). Additional purchase payments for New York contracts must be at least $10,000. Under the version of the contract offered from April 1995 to November 30, 2001, contractholders of Oregon contracts may not make any additional purchase payments. Under the version of the contract offered prior to April 1995, contractowners of Oregon contracts may make additional purchase payments at any time in the amount of $1,000 or more. Your financial professional can help you fill out the proper forms.

6. WHAT ARE THE EXPENSES ASSOCIATED WITH THE DISCOVERY PLUS CONTRACT?

The contract has insurance features and investment features, and there are costs related to each.

We deduct a $30 contract fee on your contract anniversary (and also upon a full withdrawal) if your contract value is less than $10,000 at that time. For insurance and administrative costs, we also deduct an annual charge of 1.20% of the average daily value of all assets allocated to the variable investment options. This charge is not assessed against amounts allocated to the fixed interest-rate investment option.

There are a few states/jurisdictions that assess a premium tax when you begin receiving regular income payments from your annuity. In those states, we will charge your contract for the required premium tax charge which currently can range up to 3.5%.

The mutual fund investment options also have their own expenses that apply to your investment. These annual expenses currently range from 0.39% to 1.30% of the average daily value of the mutual fund. The expenses of the Real Property Account investment option, which include a 1.25% management fee are substantially higher. See the Real Property Account prospectus located at the back of this prospectus for further information.

During the accumulation phase, if you withdraw money less than six years after making a purchase payment, you may have to pay a withdrawal charge on all or part of the withdrawal. This charge ranges from 4-7%.

7. HOW CAN I ACCESS MY MONEY?

You may take money out at any time during the accumulation phase. Each contract year you may withdraw your contract earnings plus up to 10% of your contract value (calculated as of the date of the first withdrawal made in that contract year), without charge. Withdrawals in excess of earnings plus 10% of your purchase payments may be subject to a withdrawal charge. This charge initially is 7% but decreases 1% each contract anniversary for the 4th, 5th and 6th anniversaries from the date that each purchase payment was made. After the 6th contract anniversary, there is no charge for a withdrawal of that purchase payment. You may, however, be subject to income tax and a tax penalty if you make an early withdrawal.

8. WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE DISCOVERY PLUS CONTRACT?

Your earnings are not generally taxed until withdrawn. If you take money out during the accumulation phase, earnings are withdrawn first and are taxed as ordinary income. If you are younger than age 59 1/2 when you take money out, you may be charged a 10% federal tax penalty on the earnings in addition to ordinary taxation. A portion of the payments you receive during the income phase may be considered partly a return of your original investment. As a result, that portion of each payment is not taxable as income. Generally, all amounts withdrawn from Individual Retirement Annuity contracts are taxable and subject to the 10% penalty if withdrawn prior to age 59 1/2.

9. OTHER INFORMATION

This contract is issued by The Prudential Insurance Company of America, and sold by representatives.

DISCOVERY(R) PLUS VARIABLE ANNUITY

SUMMARY OF CONTRACT EXPENSES

The purpose of this summary is to help you to understand the costs you will pay for the Discovery Plus contract. This summary includes the expenses of the mutual funds used by the variable investment options but does not include any charge for premium taxes that might be applicable in your state. More detailed information can be found on page 15 under the section called, "What Are The Expenses Associated With The Discovery Plus Contract?" For more detailed expense information about the mutual funds, please refer to the prospectuses located at the back of this prospectus.

TRANSACTION EXPENSES	NUMBER OF CONTRACT ANNIVERSARIES SINCE THE DATE OF EACH PURCHASE PAYMENT	
WITHDRAWAL CHARGE: (see Note 1 below)	0	7% plus return of 1% bonus
	1	7% plus return of 1% bonus
	2	7% plus return of 1% bonus
	3	6% plus return of 1% bonus
	4	5% plus return of 1% bonus
	5	4% plus return of 1% bonus
	6	0%
MAXIMUM ANNUAL CONTRACT FEE AND FULL WITHDRAWAL FEE: (see Note 2 below)	....	$30.00

ANNUAL ACCOUNT EXPENSES

As a percentage of the average account value in the variable investment options.

MORTALITY AND EXPENSE RISKS AND ADMINISTRATIVE EXPENSE: 1.20%

Note 1: Withdrawal charges are imposed only on purchase payments. You may withdraw earnings without a charge. In addition, during any contract year you may withdraw up to 10% of the total contract value (calculated as of the date of the first withdrawal made that contract year) without charge. There is no withdrawal charge on any withdrawals made under the critical care access option (see page 15) or on any amount used to provide income under the Life Annuity with 120 Payments (10 years) Certain Option (see page 12). Withdrawal charges are waived when a death benefit is paid.

Note 2: This fee is only imposed if your contract value is less than $10,000 at the time this fee is calculated.

DISCOVERY(R) PLUS VARIABLE ANNUITY

SUMMARY OF CONTRACT EXPENSES

ANNUAL VARIABLE INVESTMENT OPTION EXPENSES

As a percentage of each option's average daily net assets:

	INVESTMENT MANAGEMENT FEE	OTHER EXPENSES	TOTAL EXPENSES	TOTAL EXPENSES AFTER EXPENSE REIMBURSEMENT(1)
THE PRUDENTIAL SERIES FUND, INC.				
Conservative Balanced Portfolio	0.55%	0.03%	0.58%	0.58%
Diversified Bond Portfolio	0.40%	0.04%	0.44%	0.44%
Equity Portfolio	0.45%	0.04%	0.49%	0.49%
Flexible Managed Portfolio	0.60%	0.04%	0.64%	0.64%
Global Portfolio	0.75%	0.09%	0.84%	0.84%
Government Income Portfolio	0.40%	0.07%	0.47%	0.47%
High Yield Bond Portfolio	0.55%	0.05%	0.60%	0.60%
Jennison Portfolio	0.60%	0.04%	0.64%	0.64%
Money Market Portfolio	0.40%	0.03%	0.43%	0.43%
Natural Resources Portfolio	0.45%	0.07%	0.52%	0.52%
Small Capitalization Stock Portfolio	0.40%	0.08%	0.48%	0.48%
Stock Index Portfolio	0.35%	0.04%	0.39%	0.39%
Value Portfolio	0.40%	0.04%	0.44%	0.44%
SP Aggressive Growth Asset Allocation Portfolio(2)	0.84%	0.90%	1.74%	1.04%
SP AIM Aggressive Growth Portfolio	0.95%	2.50%	3.45%	1.07%
SP AIM Core Equity Portfolio	0.85%	1.70%	2.55%	1.00%
SP Alliance Large Cap Growth Portfolio	0.90%	0.67%	1.57%	1.10%
SP Alliance Technology Portfolio	1.15%	2.01%	3.16%	1.30%
SP Balanced Asset Allocation Portfolio(2)	0.75%	0.52%	1.27%	0.92%
SP Conservative Asset Allocation Portfolio(2)	0.71%	0.35%	1.06%	0.87%
SP Davis Value Portfolio	0.75%	0.28%	1.03%	0.83%
SP Deutsche International Equity Portfolio	0.90%	2.37%	3.27%	1.10%
SP Growth Asset Allocation Portfolio(2)	0.80%	0.66%	1.46%	0.97%
SP INVESCO Small Company Growth Portfolio	0.95%	1.89%	2.84%	1.15%
SP Jennison International Growth Portfolio	0.85%	1.01%	1.86%	1.24%
SP Large Cap Value Portfolio	0.80%	1.18%	1.98%	0.90%
SP MFS Capital Opportunities Portfolio	0.75%	2.29%	3.04%	1.00%
SP MFS Mid-Cap Growth Portfolio	0.80%	1.31%	2.11%	1.00%
SP PIMCO High Yield Portfolio	0.60%	0.48%	1.08%	0.82%
SP PIMCO Total Return Portfolio	0.60%	0.22%	0.82%	0.76%
SP Prudential U.S. Emerging Growth Portfolio	0.60%	0.81%	1.41%	0.90%
SP Small/Mid Cap Value Portfolio	0.90%	0.66%	1.56%	1.05%
SP Strategic Partners Focused Growth Portfolio	0.90%	1.71%	2.61%	1.01%

JANUS ASPEN SERIES(3, 4)	INVESTMENT ADVISORY FEES	12B-1 FEE	OTHER EXPENSES	TOTAL EXPENSES
Growth Portfolio---Service Shares	0.65%	0.25%	0.01%	0.91%

NOTES FOR ANNUAL MUTUAL FUND EXPENSES

These are the historical fund expenses for the year ended December 31, 2001. Fund expenses are not fixed or guaranteed by the Strategic Partners Annuity One contract and will vary from year to year.

1 Reflects fee waivers, reimbursement of expenses, and expense reduction, if any.

2 Each Asset Allocation Portfolio of The Prudential Series Fund, Inc. invests in a combination of underlying portfolios of The Prudential Series Fund, Inc. The Total Expenses and Total Expenses After Expense Reimbursement for each Asset Allocation Portfolio are calculated as a blend of the fees of the underlying portfolios, plus a 0.05% advisory fee payable to the investment adviser, Prudential Investments, LLC.

3 Table reflects expenses for the fiscal year ended December 31, 2001. All expenses are shown without the effect of any offset arrangements.

4 Long-term shareholders may pay more than the economic equivalent of the maximum front-end sales charges permitted by the National Association of Securities Dealers, Inc.

The "Expense Examples" on the following pages are calculated using the figures in the "Total Expenses After Expense Reimbursement" column in the above table. The examples assume that expense waivers and reimbursements will be the same for each of the periods shown.

DISCOVERY(R) PLUS VARIABLE ANNUITY

EXPENSE EXAMPLES

These examples will help you compare the fees and expenses of the different variable investment options offered by the Discovery Plus contract. You can also use the examples to compare the cost of the Discovery Plus contract with other variable annuity contracts.

EXAMPLE 1--IF YOU WITHDRAW YOUR ASSETS OR ANNUITIZE

Example 1 assumes that you invest $10,000 in the Discovery Plus contract and that you allocate all of your assets to one of the variable investment options and withdraw all your assets or annuitize at the end of the time period indicated. (Certain annuity options will not be subject to withdrawal charges.
See "WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE? (ANNUITIZATION)" on page 13.) The example also assumes that your investment has a 5% return each year and that the option's operating expenses remain the same. Your actual costs may be higher or lower, but based on these assumptions, your costs would be:

	1 Year	3 Years	5 Years	10 Years
THE PRUDENTIAL SERIES FUND				
Conservative Balanced Portfolio	$815	$1,204	$1,438	$2,145
Diversified Bond Portfolio	$801	$1,161	$1,365	$1,993
Equity Portfolio	$806	$1,176	$1,391	$2,048
Flexible Managed Portfolio	$822	$1,223	$1,470	$2,209
Global Portfolio	$842	$1,284	$1,573	$2,421
Government Income Portfolio	$804	$1,170	$1,381	$2,026
High Yield Bond Portfolio	$817	$1,211	$1,449	$2,167
Jennison Portfolio	$822	$1,223	$1,470	$2,209
Money Market Portfolio	$800	$1,158	$1,360	$1,982
Natural Resources Portfolio	$809	$1,186	$1,407	$2,080
Small Capitalization Stock Portfolio	$805	$1,173	$1,386	$2,037
Stock Index Portfolio	$796	$1,145	$1,339	$1,938
Value Portfolio	$801	$1,161	$1,365	$1,993
SP Aggressive Growth Asset Allocation Portfolio	$862	$1,346	$1,676	$2,629
SP AIM Aggressive Growth Portfolio	$865	$1,355	$1,691	$2,659
SP AIM Core Equity Portfolio	$858	$1,333	$1,655	$2,587
SP Alliance Large Cap Growth Portfolio	$868	$1,364	$1,706	$2,690
SP Alliance Technology Portfolio	$888	$1,425	$1,808	$2,892
SP Balanced Asset Allocation Portfolio	$850	$1,309	$1,614	$2,505
SP Conservative Asset Allocation Portfolio	$845	$1,294	$1,589	$2,453
SP Davis Value Portfolio	$841	$1,281	$1,568	$2,411
SP Deutsche International Equity Portfolio	$868	$1,364	$1,706	$2,690
SP Growth Asset Allocation Portfolio	$855	$1,324	$1,640	$2,557
SP INVESCO Small Company Growth Portfolio	$873	$1,379	$1,732	$2,741
SP Jennison International Growth Portfolio	$882	$1,406	$1,777	$2,832
SP Large Cap Value Portfolio	$848	$1,303	$1,604	$2,484
SP MFS Capital Opportunities Portfolio	$858	$1,333	$1,655	$2,587
SP MFS Mid-Cap Growth Portfolio	$858	$1,333	$1,655	$2,587
SP PIMCO High Yield Portfolio	$840	$1,278	$1,563	$2,400
SP PIMCO Total Return Portfolio	$834	$1,260	$1,532	$2,337
SP Prudential U.S. Emerging Growth Portfolio	$848	$1,303	$1,604	$2,484
SP Small/Mid Cap Value Portfolio	$863	$1,349	$1,681	$2,639
SP Strategic Partners Focused Growth Portfolio	$859	$1,336	$1,661	$2,598
JANUS ASPEN SERIES				
Growth Portfolio---Service Shares	$849	$1,306	$1,609	$2,494

Notes:

THESE EXAMPLES DO NOT SHOW PAST OR FUTURE EXPENSES. ACTUAL EXPENSES MAY BE GREATER OR LESS THAN THOSE SHOWN IN THE EXAMPLES.

These examples assume that the current expense reimbursements remain in effect during the life of the contract. If the expense reimbursements terminated, expenses could increase.

The charges shown in the 10 years column are the same for Example 1 and Example
2. This is because after 6 years we no longer deduct withdrawal charges when you make a withdrawal or when you begin the income phase of your contract.

EXAMPLE 2 -- IF YOU DO NOT WITHDRAW YOUR ASSETS

Example 2 assumes that you invest $10,000 in the Discovery Plus contract and allocate all of your assets to one of the variable investment options and DO NOT WITHDRAW any of your assets at the end of the time period indicated. The example also assumes that your investment has a 5% return each year and that the option's operating expenses remain the same. Your actual costs may be higher or lower, but based on these assumptions, your costs would be:

	1 Year	3 Years	5 Years	10 Years
THE PRUDENTIAL SERIES FUND				
Conservative Balanced Portfolio	$185	$574	$ 988	$2,145
Diversified Bond Portfolio	$171	$531	$ 915	$1,993
Equity Portfolio	$176	$546	$ 941	$2,048
Flexible Managed Portfolio	$192	$593	$1,020	$2,209
Global Portfolio	$212	$654	$1,123	$2,421
Government Income Portfolio	$174	$540	$ 931	$2,026
High Yield Bond Portfolio	$187	$581	$ 999	$2,167
Jennison Portfolio	$192	$593	$1,020	$2,209
Money Market Portfolio	$170	$528	$ 910	$1,982
Natural Resources Portfolio	$179	$556	$ 957	$2,080
Small Capitalization Stock Portfolio	$175	$543	$ 936	$2,037
Stock Index Portfolio	$166	$515	$ 889	$1,938
Value Portfolio	$171	$531	$ 915	$1,993
SP Aggressive Growth Asset Allocation Portfolio	$232	$716	$1,226	$2,629
SP AIM Aggressive Growth Portfolio	$235	$725	$1,241	$2,659
SP AIM Core Equity Portfolio	$228	$703	$1,205	$2,587
SP Alliance Large Cap Growth Portfolio	$238	$734	$1,256	$2,690
SP Alliance Technology Portfolio	$258	$795	$1,358	$2,892
SP Balanced Asset Allocation Portfolio	$220	$679	$1,164	$2,505
SP Conservative Asset Allocation Portfolio	$215	$664	$1,139	$2,453
SP Davis Value Portfolio	$211	$651	$1,118	$2,411
SP Deutsche International Equity Portfolio	$238	$734	$1,256	$2,690
SP Growth Asset Allocation Portfolio	$225	$694	$1,190	$2,557
SP INVESCO Small Company Growth Portfolio	$243	$749	$1,282	$2,741
SP Jennison International Growth Portfolio	$252	$776	$1,327	$2,832
SP Large Cap Value Portfolio	$218	$673	$1,154	$2,484
SP MFS Capital Opportunities Portfolio	$228	$703	$1,205	$2,587
SP MFS Mid-Cap Growth Portfolio	$228	$703	$1,205	$2,587
SP PIMCO High Yield Portfolio	$210	$648	$1,113	$2,400
SP PIMCO Total Return Portfolio	$204	$630	$1,082	$2,337
SP Prudential U.S. Emerging Growth Portfolio	$218	$673	$1,154	$2,484
SP Small/Mid Cap Value Portfolio	$233	$719	$1,231	$2,639
SP Strategic Partners Focused Growth Portfolio	$229	$706	$1,211	$2,598
JANUS ASPEN SERIES				
Growth Portfolio---Service Shares	$219	$676	$1,159	2,494

Notes:

THESE EXAMPLES SHOULD NOT BE CONSIDERED A REPRESENTATION OF PAST OR FUTURE

EXPENSES. ACTUAL EXPENSES MAY BE GREATER OR LESS THAN THOSE SHOWN IN THE EXAMPLES.

If your contract value is less than $10,000, on your contract anniversary (and upon a surrender), we will deduct a $30 fee. The examples use an average number as the amount of the annual contract fee. This amount was calculated by taking the total annual contract fees collected in the preceding calendar year and then dividing that number by the total assets allocated to the variable investment options shown in the examples. Based on this calculation, the annual contract fee is included as an annual charge of 0.02% of contract value. Your actual fees will vary based on the amount of your contract and your specific allocation(s). A table of accumulation unit values of interests, in each variable investment option, appears under the caption "Other Information" in this prospectus beginning on Page 26. Premium taxes are not reflected in these examples. Premium taxes may apply, depending on the state where you live.

DISCOVERY(R) PLUS VARIABLE ANNUITY

1. WHAT IS THE DISCOVERY(R) PLUS VARIABLE ANNUITY?

The Discovery Plus Variable Annuity is a contract between you, the owner, and us, the insurance company, The Prudential Insurance Company of America ("Prudential," "We" or "Us").

Under our contract or agreement, in exchange for your payment to us, we promise to pay you a guaranteed income stream. The earliest annuity date you can choose is the date of your first contract anniversary. Your annuity is in the accumulation phase until you decide to begin receiving annuity payments. The date you begin receiving annuity payments is the annuity date. On the annuity date, your contract switches to the income phase.

This annuity contract generally benefits from tax deferral. Tax deferral means that you are generally not taxed on earnings or appreciation on the assets in your contract until you withdraw money from your contract.

Discovery Plus is a variable annuity contract. This means that during the accumulation phase, you can allocate your assets among 34 variable investment options which are portfolios of the Prudential Series Fund, Inc. ("Series Fund") or the Janus Aspen Series. There is another variable investment option that invests in the Real Property Account, and a fixed interest-rate option. If you select a variable investment option, the amount of money you are able to accumulate in your contract during the accumulation phase depends upon the investment performance of the variable investment option(s) you have selected. Because the options fluctuate in value depending upon market conditions, your assets can either increase or decrease in value. This is important, since the amount of the annuity payments you receive during the income phase depends upon the value of your contract at the time you begin receiving payments.

As mentioned above, Discovery Plus also contains a fixed interest-rate option. This option offers an interest-rate that is guaranteed by us for one year and will always be at least 3.1% per year. As the owner of the contract, you have all of the decision-making rights under the contract. You will also be the annuitant unless you designate someone else and we agree to the designation. The annuitant is the person who receives the annuity payments when the income phase begins. The annuitant is also the person whose life is used to determine how much the payments are and how long these payments will continue. On and after the annuity date, the annuitant may not be changed. The beneficiary becomes the owner when a death benefit is payable.

BENEFICIARY

The beneficiary is the person(s) or entity you name to receive any death benefit. The beneficiary is named at the time the contract is issued, unless you change it at a later date. Unless an irrevocable beneficiary has been named, you can change the beneficiary at any time before the annuitant dies (or, if a co-annuitant has been named, any time before the last surviving annuitant dies). Your written request to change beneficiary becomes effective only when we file it at our service office.

DEATH BENEFIT

If the annuitant dies during the accumulation phase, we will, upon receiving appropriate proof of death, pay a death benefit to the beneficiary designated by the contractowner. We require proof of death to be submitted promptly.

If the annuitant dies during the accumulation phase, the amount of the death benefit will be the greater of: (a) the current value of the contract as of the date we receive appropriate proof of death, or (b) the "minimum proceeds" which is the total of all purchase payments plus any bonus credited by Prudential, reduced proportionally by any withdrawals. The minimum proceeds amount may get a one-time special increase on your sixth contract anniversary. If your contract value on your sixth contract anniversary is greater than the minimum proceeds, the minimum proceeds amount will be increased to equal the contract value as of that date. After this, the minimum proceeds will be increased by additional purchase payments and reduced proportionally for withdrawals. (This one-time potential increase in the minimum proceeds is not available for contracts issued in Texas.)

Here is an example of how the death benefit is calculated:

Suppose a contractowner had made purchase payments and was credited a bonus totalling $100,000 but, due to unfortunate investment results, the contract value had decreased to $80,000. The death benefit would be the minimum proceeds or $100,000 because this is greater than the contract value. The minimum proceeds amount, however, is reduced proportionally when you make a withdrawal from the contract. If the contractowner had withdrawn 50% of the remaining $80,000, the minimum proceeds would also have been reduced by 50%. Since the minimum proceeds had been $100,000, it would now be $50,000.

A number of tax requirements apply to distributions upon an annuitant's death.
See the section titled "WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE DISCOVERY PLUS CONTRACT?" on page 18 and the Statement of Additional Information for details.

If the annuitant dies during the income phase, the death benefit, if any, is determined by the type of annuity payment option you select.

OTHER CONTRACTS

This prospectus describes the Discovery Plus contract two versions of which were previously offered for sale. As of November 30, 2001, Prudential stopped offering this contract for new sales. The two versions of the contract previously offered had different features that are referred to throughout this prospectus.

2. WHAT INVESTMENT OPTIONS CAN I CHOOSE?

The contract gives you the choice of allocating your purchase payments to any one or more of 35 variable investment options or a fixed interest-rate option. There is a separate prospectus for The Prudential Series Fund Inc., the Janus Aspen Series and the Real Property Account provided with this prospectus. YOU SHOULD READ THE PRUDENTIAL SERIES FUND, INC., JANUS ASPEN SERIES AND/OR REAL PROPERTY ACCOUNT PROSPECTUS BEFORE YOU DECIDE TO ALLOCATE YOUR ASSETS TO THESE VARIABLE INVESTMENT OPTIONS.

VARIABLE INVESTMENT OPTIONS

Listed below are mutual fund portfolios that are available as variable investment options. Each portfolio has a different investment objective.

THE PRUDENTIAL SERIES FUND, INC.
o Conservative Balanced Portfolio
o Diversified Bond Portfolio
o Equity Portfolio
o Flexible Managed Portfolio
o Global Portfolio
o Government Income Portfolio
o High Yield Bond Portfolio
o Jennison Portfolio
o Money Market Portfolio
o Natural Resources Portfolio
o Small Capitalization Stock Portfolio
o Stock Index Portfolio
o Value Portfolio (domestic equity)
o SP Aggressive Growth Asset Allocation Portfolio
o SP AIM Aggressive Growth Portfolio
o SP AIM Core Equity Portfolio
o SP Alliance Large Cap Growth Portfolio
o SP Alliance Technology Portfolio
o SP Balanced Asset Allocation Portfolio
o SP Conservative Asset Allocation Portfolio
o SP Davis Value Portfolio
o SP Deutsche International Equity Portfolio
o SP Growth Asset Allocation Portfolio
o SP INVESCO Small Company Growth Portfolio
o SP Jennison International Growth Portfolio
o SP Large Cap Value Portfolio
o SP MFS Capital Opportunities Portfolio (domestic and foreign equity)

- o SP MFS Mid-Cap Growth Portfolio
- o SP PIMCO High Yield Portfolio
- o SP PIMCO Total Return Portfolio
- o SP Prudential U.S. Emerging Growth Portfolio
- o SP Small/Mid Cap Value Portfolio
- o SP Strategic Partners Focused Growth Portfolio

The Conservative Balanced, Diversified Bond, Equity, Flexible Managed, Global, Government Income, High Yield Bond, Jennison, Money Market, Natural Resources, Small Capitalization Stock, Stock Index and Value Portfolios, and each "SP" Portfolio of the Prudential Series Fund, are managed by an indirect wholly-owned subsidiary of Prudential Financial, Inc. ("Prudential Financial") called Prudential Investments LLC

(PI). In addition, the portfolios listed below also have subadvisers, which are listed below and which have day-to-day responsibility for managing the portfolio, subject to the oversight of PI using a manager-of-managers approach.

Money Market Portfolio and Stock Index Portfolio: Prudential Investment Management, Inc.

Jennison Portfolio, Global Portfolio, SP Jennison International Growth Portfolio, and SP Prudential U.S. Emerging Growth Portfolio: Jennison Associates
LLC

Equity Portfolio: GE Assets Management, Incorporated, Jennison Associates LLC, and Salomon Brothers Asset Management Inc.

Value Portfolio: Deutsche Asset Management Inc., Jennison Associates LLC, and Victory Capital Management Inc.

SP Strategic Partners Focused Growth Portfolio: Jennison Associates LLC and Alliance Capital Management, L.P.

SP AIM Aggressive Growth Portfolio and SP AIM Core Equity Portfolio: A I M Capital Management, Inc.

SP Alliance Large Cap Growth Portfolio and SP Alliance Technology Portfolio:
Alliance Capital Management L.P.

SP Davis Value Portfolio: Davis Advisors

SP Deutsche International Equity Portfolio: Deutsche Asset Management Inc., a wholly-owned subsidiary of Deutsche Bank AG

SP INVESCO Small Company Growth Portfolio: INVESCO Funds Group, Inc.

SP Large Cap Value Portfolio and SP Small/Mid Cap Value Portfolio: Fidelity Management and Research Company

SP MFS Capital Opportunities Portfolio and SP MFS Mid-Cap Growth Portfolio:
Massachusetts Financial Services Company

SP PIMCO High Yield Portfolio and SP PIMCO Total Return Portfolio: Pacific Investment Management Company

As an investment adviser, PI charges the Series Fund a daily investment management fee as compensation for its services. PI pays each sub-adviser out of the fee that PI receives from the Series Fund.

JANUS ASPEN SERIES
o Growth Portfolio---Service Shares

Janus Capital Management LLC serves as investment adviser to the Growth Portfolio---Service Shares of Janus Aspen Series.

An affiliate of each of the funds may compensate Prudential based upon an annual percentage of the average assets held in the fund by Prudential under the contract. These percentages may vary by portfolio, and reflect administrative and other services we provide.

THE PRUDENTIAL VARIABLE CONTRACT REAL PROPERTY ACCOUNT

The Real Property Account, through a general partnership formed by Prudential and two of its subsidiaries, invests primarily in income-producing real property such as office buildings, shopping centers, agricultural land and other real estate-related investments. The partnership is managed by Prudential, for which Prudential charges the partnership a daily fee of 1.25% per year of the average daily gross assets of the partnership. The Real Property Account is not available for qualified contracts.

FIXED INTEREST-RATE OPTION

We also offer a fixed interest-rate option. When you select this option, your payment will earn interest at the established rate for a one-year period. This rate will always be at least 3.1%. A new interest-rate period is established every time you allocate or transfer money into the fixed interest-rate option. You may have money allocated in more than one interest-rate period at the same time. This could result in your money earning interest at different rates and each interest-rate period maturing at a different time.

TRANSFERS AMONG OPTIONS

Up to four times each contract year, you are allowed to transfer money among the mutual fund investment options and from the mutual fund investment options to the fixed interest-rate option and the Real Property Account. Your transfer request may be made by telephone or in writing to the Prudential Annuity Service Center. We have procedures in place to confirm that instructions received by telephone are genuine. We will not be liable for following telephone instructions that we reasonably believe to be genuine. Your transfer request will take effect at the end of the business day on which it was received.

YOU CAN MAKE TRANSFERS OUT OF THE FIXED INTEREST-RATE OPTION AND THE REAL PROPERTY ACCOUNT ONLY DURING THE 30-DAY PERIOD FOLLOWING YOUR CONTRACT ANNIVERSARY DATE.

The maximum amount you may transfer from the fixed interest-rate option is limited to the greater of:

o 25% of the amount allocated to the fixed interest-rate option, or

o $5,000.

The maximum amount you may transfer from the Real Property Account option is limited to the greater of:

o 50% of the amount allocated to the Real Property Account, or

o $10,000.

The purchase payments that you direct to the variable investment options are invested by us according to an agreement that we maintain with the fund. Typically, these agreements give the fund the right to refuse transaction requests that would be disruptive to the fund--such as transaction requests associated with market timing activity. These agreements also allow the fund to cease selling shares to the Separate Account and to terminate the agreement altogether. To avoid undermining our contractual relationship with the fund, we will take whatever lawful measures are available to avoid disruption to the funds, which could include rejecting a transaction that is part of a market timing arrangement.

DOLLAR COST AVERAGING

The Dollar Cost Averaging ("DCA") feature allows you to systematically transfer a percentage amount out of the money market variable investment option and into any other variable investment option(s). You can transfer money to more than one variable investment option. The investment option used for the transfers is designated as the DCA account. These automatic transfers from the DCA account can be made monthly. By allocating amounts on a regular schedule instead of allocating the total amount at one particular time, you may be less susceptible to the impact of market fluctuations.

In order to establish your DCA account, you must allocate a minimum of $10,000. Once your DCA account is opened, as long as it has a positive balance, you may allocate or transfer amounts to the DCA account just as you would with any other investment option.

Once established, your first transfer out of the account must be at least 3% of your DCA account and the minimum amount you can transfer into any one investment option is $20. Transfers will continue automatically until the entire amount in your DCA account has been transferred or until you tell us to discontinue the transfers. You can allocate subsequent purchase payments to re-open the DCA account at any time.

Your transfers will be made on the same date each month as your DCA start date, provided that the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on a particular transfer date, the transfer will take effect on the next business day.

Any transfers you make because of Dollar Cost Averaging are not counted toward the four transfers you are allowed per year. This feature is available only during the contract accumulation phase.

By investing amounts on a regular basis, instead of investing the total amount at one time, dollar cost averaging may decrease the effect of market fluctuations on your purchase payments. Of course, dollar cost averaging cannot ensure a profit, or protect against a loss, in a declining market.

VOTING RIGHTS

Prudential is the legal owner of the mutual fund shares associated with the mutual fund investment options. However, we vote these shares according to voting instructions we receive from contractowners. We will mail you a proxy which is a form you need to complete and return to us to tell us how you wish us to vote. When we receive those instructions, we will vote all of the shares we own on your behalf in accordance with those instructions. We will vote the shares for which we do not receive instructions, and any other shares that we own, in the same proportion as the shares for which instructions are received. We may change the way your voting instructions are calculated if it is required by federal regulation.

SUBSTITUTION

We may substitute one or more of the Series Fund portfolios used by the mutual fund investment options. We may also cease to allow investments in existing portfolios. We would do this only if events such as investment policy changes or tax law changes make the portfolio unsuitable. We would not do this without the approval of the SEC and any necessary state insurance departments. You will be given specific notice in advance of any substitution we intend to make.

OTHER CHANGES

We may also make other changes to such things as the minimum amounts for purchases, transfers and withdrawals. However, before imposing such changes we will give you at least 90 days notice.

3. WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE? (ANNUITIZATION)

PAYMENT PROVISIONS

Under the terms of the contract we can begin making annuity payments any time after the first contract anniversary. Annuity payments must begin no later than the contract anniversary that coincides with or next follows the annuitant's 90th birthday (unless we agree to another date). See the discussion contained in the SAI for further details.

We make the annuity options described below available at any time before the annuity date. All of the annuity options under this contract are fixed annuity options. This means that your participation in the variable investment options ends on the annuity date. At any time before your annuity date, you may ask us to change the annuity date specified in your contract to another date. This other date must be after the first contract anniversary or the beginning of the month following the date we receive your request, whichever is later.

As indicated above, when you decide to begin receiving annuity payments, your participation in the variable investment options end. Generally, once you begin receiving regular payments, you cannot change your payment plan. The value of your contract at that time, together with your choice of annuity option, will help determine how much your income payments will be. You should be aware that depending on how recently you made purchase payments, you may be subject to withdrawal charges and the recapture of bonus payments when you annuitize. For certain annuity options these withdrawal charges will be waived.

If an annuity option is not selected by the annuity date, the Interest Payment Option (Option 2, described below) will automatically be selected unless prohibited by applicable law. Application of contract value to Option 2 will generally be taxed as a surrender of the contract.

OPTION 1. LIFE ANNUITY WITH 120 PAYMENTS (10 YEARS) CERTAIN OPTION

Under this option, we will make annuity payments monthly, quarterly, semiannually or annually as long as the annuitant is alive. If the annuitant dies before we have made 10 years worth of payments, we will pay the beneficiary the present value of the remaining certain period annuity payments in one lump sum, unless we are specifically instructed that the remaining monthly annuity payments shall continue to be paid to the beneficiary. The present value of the remaining certain period annuity payments is calculated by using the interest-rate used to compute the amount of the original 120 payments. For the purpose of this calculation, the interest-rate used will usually be 3.5% a year.

OPTION 2. INTEREST PAYMENT OPTION

Under this option, we credit interest on your contract value not yet withdrawn. We can make interest payments on a monthly, quarterly, semiannual or annual basis or allow the interest to accrue on your contract assets. If an annuity option is not selected by the annuity date, this is the option we will automatically select for you, unless prohibited by applicable law. Under this option, we will pay you interest at an effective rate of at least 3% a year. Upon the death of the annuitant, we will pay the beneficiary the remaining contract assets.

OPTION 3. OTHER ANNUITY OPTIONS

We currently offer a variety of other annuity options not described above. At the time annuity payments are chosen, we may make available any of the annuity options that are offered at your annuity date.

Under certain of these options, we may waive withdrawal charges, the recapturing of bonus payments and fees.

4. WHAT IS THE 1% BONUS?

During the first three contract years, we will add an additional 1% to every purchase payment that you make. After that, we will add the 1% bonus at our discretion. We may limit our payment of the bonus to $1,000 per contract year. The bonus payment will be allocated to your contract based on the way your purchase payment is allocated among the variable investment options and the fixed interest-rate option.

The bonus amount will not be subject to the charge for premium taxes. We will, however, take the bonus payments back if you make a withdrawal of a purchase payment within six contract anniversaries of when the payment was made. The only exception would be if you annuitize your contract in a way that is not subject to a withdrawal charge or if you make a withdrawal under the Critical Care Access option.

5. HOW CAN I MAKE ADDITIONAL PURCHASE PAYMENTS TO THE DISCOVERY PLUS CONTRACT?

PURCHASE PAYMENTS

You can make additional purchase payments of at least $1,000 or more at any time during the accumulation phase. Additional purchase payments for New York contracts must be at least $10,000. Under the version of the contract offered from April 1995 to November 30, 2001, Contractholders of Oregon contracts may not make any additional purchase payments. Under the version of the contract offered prior to April 1995, Contractholders of Oregon contracts may make additional purchase payments at any time in the amount of least $1,000. You must get our approval for purchase payments of $2 million or more.

ALLOCATION OF PURCHASE PAYMENTS

We allocate your purchase payments among the variable investment options and the fixed interest-rate option based on the percentages you choose. The percentage of your allocation to a specific investment option can range in whole percentages from 10% to 100%. The minimum subsequent allocation to a particular investment option must be at least 10% of your purchase payment. If you make additional purchase payments, they will be allocated in the same way as your most recent purchase payment, unless you tell us otherwise.

We generally credit each purchase payment as of the business day we receive it in good order. Our business day generally closes at 4:00 p.m. Eastern time. We generally credit subsequent purchase payments received in good order after the close of a business day on the following business day.

CALCULATING CONTRACT VALUE

The value of the variable portion of your contract will go up or down depending on the investment performance of the variable investment option(s) you choose. To determine the value of your contract, we use a unit of measure called an accumulation unit. An accumulation unit works like a share of a mutual fund.

Every day we determine the value of an accumulation unit for each of the variable investment options. We do this by:

1. Adding up the total amount of money allocated to a specific investment option;

2. Subtracting from that amount insurance charges and any other charges such as taxes; and

3. Dividing this amount by the number of outstanding accumulation units.

When you make a purchase payment, we credit your contract with accumulation units. The number of accumulation units credited to your contract is determined by dividing the amount of the purchase payment allocated to an investment option by the unit price of the accumulation unit for that investment option. We calculate the unit price for each investment option after the New York Stock Exchange closes each day and then credit your contract. The value of the accumulation units can increase, decrease or remain the same from day to day. The Accumulation Unit Values charts beginning on page 29 of this prospectus give you more detailed information about the accumulation units of the mutual fund investment options.

We cannot guarantee that the value of your contract will increase or that it will not fall below the amount of your total purchase payments. However, we do guarantee a minimum interest rate of 4.0% a year on that portion of the contract allocated to the fixed interest-rate option in contracts issued prior to May, 1993 and 3.1% for contracts issued after May, 1993, as such contracts were approved by the various states.

6. WHAT ARE THE EXPENSES ASSOCIATED WITH THE DISCOVERY PLUS CONTRACT?

There are charges and other expenses associated with the contract that reduce the return on your investment. These charges and expenses are described below.

INSURANCE AND ADMINISTRATIVE CHARGES

Each day, we make a deduction for insurance charges as follows:

1. Mortality and expense risk charge, and

2. Administrative expense charge

1. MORTALITY AND EXPENSE RISK CHARGE

The mortality risk charge is for assuming the risk that the annuitant(s) will live longer than expected based on our life expectancy tables. When this happens, we pay a greater number of annuity payments. The expense risk charge is for assuming that the current charges will be insufficient in the future to cover the cost of administering the contract.

The mortality and expense risk charge is equal, on an annual basis, to 1.00% of the daily value of the contract invested in the variable investment options, after expenses have been deducted. This charge is not assessed against amounts allocated to the fixed interest-rate option.

If the charges under the contract are not sufficient, then we will bear the loss. We do, however, expect to profit from this charge. The mortality and expense risk charge cannot be increased. Any profits made from this charge may be used by us to pay for the costs of distributing the contracts.

2. ADMINISTRATIVE EXPENSE CHARGE

This charge is for the expenses associated with the administration of the contract. The administration of the contract would include preparing and issuing the contract, establishment and maintenance of the contract records, confirmations, annual reports, personnel costs, legal and accounting fees, filing fees, and systems costs.

This charge is equal, on an annual basis, to 0.20% of the daily value of the contract invested in the variable investment option, after expenses have been deducted.

ANNUAL CONTRACT FEE

During the accumulation phase, if your contract value is less than $10,000 on the contract anniversary date, we will deduct $30 each contract year. (This fee may differ in certain states). This annual contract fee is used for administrative expenses and cannot be increased. The fee will be deducted proportionately from each of the

investment options that you have selected. This charge will also be deducted when you surrender your contract if your contract value is less than $10,000 at that time.

WITHDRAWAL CHARGE

During the accumulation phase you can make withdrawals from your contract. Your withdrawal request will be processed as of the date it is received by us in good order at the Prudential Annuity Service Center.

When you make a withdrawal, money will be taken first from your earnings. When your earnings have been used up, then we will take the money from your purchase payments. You will not have to pay any withdrawal charge when you withdraw your earnings.

The withdrawal charge is for the payment of the expenses involved in selling and distributing the contracts, including sales commissions, printing of prospectuses, sales administration, preparation of sales literature and other promotional activities.

Each contract year, you can withdraw earnings plus up to 10% of your total contract value (calculated as of the date of the first withdrawal made that contract year) without paying a withdrawal charge. This amount is referred to as the "charge-free amount." Prior to the sixth contract anniversary following a purchase payment, if your withdrawal is more than the charge-free amount, a withdrawal charge will be applied. For this purpose, we treat purchase payments as withdrawn on a first-in, first-out basis.

The withdrawal charge varies with the number of contract anniversaries that have elapsed since each purchase payment was made. Specifically, we maintain an "age" for each purchase payment you have made, by keeping track of how many contract anniversaries have passed since the purchase payment was made. The withdrawal charge is the percentage, shown below, of the amount withdrawn.

Number of Contract Anniversaries Since the Date of Each Purchase Payment

```
0 ..................  7%
1 ..................  7%
2 ..................  7%
3 ..................  6%
4 ..................  5%
5 ..................  4%
6 ..................  0%
```

If you surrender your contract, and later change your mind, we may allow you to reinstate your contract during a limited period of time after the surrender. For purposes of computing any withdrawal charge on a withdrawal you make after the reinstatement, we will view the contract as having remained in effect continuously. The minimal sales costs associated with reinstatements may enable us to offer this administrative option.

BONUS RECAPTURE

The bonus amount associated with a purchase payment will be deducted from your contract value in the same proportion that purchase payments are withdrawn within six contract anniversaries after payment was made. This includes withdrawals made for the purpose of annuitizing if withdrawal charges apply. If you make a withdrawal six contract anniversaries or more after making the purchase payment that was credited with the bonus, you can withdraw all or part of your purchase payment and still retain the bonus amount.

CRITICAL CARE ACCESS

We will allow you to withdraw money from the contract and waive any withdrawal and annual contract fee, if the annuitant or the last surviving co-annuitant (if applicable) becomes confined to an eligible nursing home or hospital for a period of at least three consecutive months. You would need to provide us with proof of the confinement. If a physician has certified that the annuitant or last surviving co-annuitant is terminally ill (has six months or less to live) there will be no charge imposed for withdrawals. Critical Care Access is not available in all states.

TAXES ATTRIBUTABLE TO PREMIUM

There are federal, state and local premium based taxes applicable to your purchase payment. We are responsible for the payment of these taxes and may make a deduction from the value of the contract to pay some or all of these taxes. Some of these taxes were due when the contract was issued, others become due when the annuity payments begin. It is our current practice not to deduct a charge for state premium taxes until annuity payments begin. In the states that impose a premium tax, the current rates range up to 3.5%. It is also our current practice not to deduct a charge for the federal deferred acquisition costs paid by us that are based on premium received. However, we reserve the right to charge the contract owner in the future for any such deferred acquisition costs and any federal, state or local income, excise, business or any other type of tax measured by the amount of premium received by us.

COMPANY TAXES

We will pay the taxes on the earnings of the Separate Account. We do not currently charge you for these taxes. We will periodically review the issue of charging for these taxes and may impose a charge in the future.

7. HOW CAN I ACCESS MY MONEY?

You can access your money by:

o Making a withdrawal (either partial or complete), or

o Electing to receive annuity payments during the income phase.

When you make a complete withdrawal, you will receive the value of your contract, less any applicable charges and fees as of the day we receive your request at the Prudential Annuity Service Center in a form acceptable to us.

Unless you tell us otherwise, any partial withdrawal will be made proportionately from all of the variable investment options as well as the fixed interest-rate option, depending on which options you have selected. You will have to receive our consent to make a partial withdrawal if the amount is less than $500 or if as a result of the withdrawal, the value of your contract is reduced to less than $500.

We will generally pay the withdrawal amount, less any required tax withholding, within seven days after we receive a properly completed withdrawal request. We will deduct applicable charges, if any, from the assets in your contract. Specifically, we will deduct any applicable charges proportionately from all of the variable investment options as well as the fixed interest rate option.

INCOME TAXES, TAX PENALTIES AND CERTAIN RESTRICTIONS MAY APPLY TO ANY WITHDRAWAL YOU MAKE. FOR A MORE COMPLETE EXPLANATION, SEE SECTION 8 OF THIS PROSPECTUS.

AUTOMATED WITHDRAWALS

This contract offers an Automated Withdrawal feature. This feature enables you to receive periodic withdrawals in monthly, quarterly, semiannual or annual intervals. We will process your withdrawals of a specified dollar amount at the end of the business day at the intervals you specify. We will continue at these intervals until you tell us otherwise.

You can make withdrawals from any designated investment option or proportionally from all investment options. Withdrawal charges may be deducted if the withdrawals in any contract year are more than the charge-free amount.

INCOME TAXES, TAX PENALTIES AND CERTAIN RESTRICTIONS MAY APPLY TO AUTOMATED WITHDRAWALS. FOR A MORE COMPLETE EXPLANATION, SEE SECTION 8 OF THIS PROSPECTUS.

SUSPENSION OF PAYMENTS OR TRANSFERS

We may be required to suspend or postpone payments made in connection with withdrawals or transfers for any period when:

1. The New York Stock Exchange is closed (other than customary weekend and holiday closings);

2. Trading on the New York Stock Exchange is restricted;

3. An emergency exists, as determined by the SEC, during which sales of shares of the mutual funds are not feasible or we cannot reasonably value the accumulation units; or

4. The SEC, by order, so permits suspension or postponement of payments for the protection of owners.

We expect to pay the amount of any withdrawal or transfer made from the investment options promptly upon request. We are, however, permitted to delay payment for up to 6 months on withdrawals from the fixed interest-rate option. If we delay payment for more than 30 days, we will pay you interest at an annualized rate of at least 3.1%.

8. WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE DISCOVERY PLUS CONTRACT?

The following discussion covers annuity contracts owned by individuals. The discussion is general in nature and describes only federal income tax law (not state or other tax laws). It is based on current law and interpretations which may change. It is not intended as tax advice. YOU SHOULD CONSULT A QUALIFIED TAX ADVISER FOR COMPLETE INFORMATION AND ADVICE.

CONTRACTS OWNED BY INDIVIDUALS (NOT ASSOCIATED WITH TAX FAVORED RETIREMENT PLANS)

TAXES PAYABLE BY YOU

We believe the contract is an annuity contract for tax purposes. Accordingly, as a general rule, you should not pay any tax until you receive money under the contract.

Generally, annuity contracts issued to you by the same company (and affiliates) during the same calendar year must be treated as one annuity contract for purposes of determining the amount subject to tax under the rules described below.

TAXES ON WITHDRAWALS AND SURRENDERS

o If you make a withdrawal from your contract or surrender it before annuity payments begin, the amount you receive will be taxed as ordinary income, rather than as return of purchase payments, until all gain has been withdrawn. You will generally be taxed on any withdrawals from the Contract while you are alive even if the withdrawal is paid to someone else.

o If you assign or pledge all or part of your contract as collateral for a loan, the part assigned will be treated as a withdrawal.

o Also, if you elect the interest payment option, you will be treated, for tax purposes as surrendering your contract.

o If you transfer your contract for less than full consideration, such as by gift, you will trigger tax on the gain in the contract. This rule does not apply if you transfer the contract to your spouse or under most circumstances if you transfer the contract incident to divorce.

TAXES ON ANNUITY PAYMENTS

A portion of each annuity payment you receive will be treated as a partial return of your purchase payments and will not be taxed. The remaining portion will be taxed as ordinary income. Generally, the nontaxable portion is determined by multiplying the annuity payment you receive by a fraction, the numerator of which is your purchase payments (less any amounts previously received tax-free) and the denominator of which is the total expected payments under the contract.

After the full amount of your purchase payments have been recovered tax-free, the full amount of the annuity payments will be taxable. If annuity payments stop due to the death of the annuitant before the full amount of your purchase payments have been recovered, a tax deduction may be allowed for the unrecovered amount.

A lump sum payment taken in lieu of remaining annuity payments is not considered an annuity payment for tax purposes. Any lump sum payment distributed to an annuitant would be taxable as ordinary income and may be subject to a tax penalty.

TAX PENALTIES ON WITHDRAWALS AND ANNUITY PAYMENTS

Any taxable amount you receive under your contract may be subject to a 10% tax penalty. Amounts are not subject to this tax penalty if:

o the amount is paid on or after you reach age 59 1/2, or in the event of your death;

o the amount received is attributable to your becoming disabled;

o the amount paid or received is in the form of level annuity payments not less frequently than annually under a lifetime annuity; and

o the amount received is paid under an immediate annuity contract (in which annuity payments begin within one year of purchase).

If you modify the lifetime annuity payment stream (other than as a result of death or disability) before you reach age 59 1/2 (or before the end of the five-year period beginning with the first payment and ending after you reach age 59 1/2), your tax for the year of modification will be increased by the penalty tax that would have been imposed without the exception, plus interest for the deferral.

TAXES PAYABLE BY BENEFICIARIES

All the death benefit options are subject to income tax to the extent the distribution exceeds the adjusted basis in the contract and the full value of the death benefit is included in the owner's estate.

Generally, the same tax rules apply to amounts received by your beneficiary as those stated above with respect to you. The election of an annuity payment option instead of a lump sum death benefit may defer taxes. Certain minimum distribution requirements apply upon your death, as discussed further below.

REPORTING AND WITHHOLDING ON DISTRIBUTIONS

Taxable amounts distributed from your annuity contracts are subject to federal and state income tax reporting and withholding. In general, we will withhold federal income tax from the taxable portion of such distribution based on the type of distribution. In the case of an annuity or similar periodic payment, we will withhold as if you are a married individual with 3 exemptions unless you designate a different withholding status. In the case of all other distributions, we will withhold at a 10% rate. You may generally elect not to have tax withheld from your payments. An election out of withholding must be made on forms that we provide.

State income tax withholding rules vary and we will withhold based on the rules of your State of residence. Special tax rules apply to withholding for nonresident aliens, and we generally withhold income tax for nonresident aliens at a 30% rate. A different withholding rate may be applicable to a nonresident alien based on the terms of an existing income tax treaty between the United States and the nonresident alien's country.

Regardless of the amount withheld by us, you are liable for payment of federal and state income tax on the taxable portion of annuity distributions. You should consult with your tax advisor regarding the payment of the correct amount of these income taxes and potential liability if you fail to pay such taxes.

ANNUITY QUALIFICATION

DIVERSIFICATION AND INVESTOR CONTROL

In order to qualify for the tax rules applicable to annuity contracts described above, the contract must be an annuity contract for tax purposes. This means that the assets underlying the annuity contract must be diversified, according to certain rules. For further information on diversification requirements, see DIVIDENDS, DISTRIBUTIONS AND TAXES in the attached prospectus for the Series Fund. It also means that we, and not you as the contractowner, must have sufficient control over the underlying assets to be treated as the owner of the underlying assets for tax purposes. We believe these requirements will be met.

REQUIRED DISTRIBUTIONS UPON YOUR DEATH

Upon your death (or the death of a joint owner, if earlier), certain distributions must be made under the contract. The required distributions depend on whether you die before you start taking annuity payments under the contract or after you start taking annuity payments under the contract.

If you die on or after the annuity date, the remaining portion of the interest in the contract

must be distributed at least as rapidly as under the method of distribution being used as of the date of death.

If you die before the annuity date, the entire interest in the contract must be distributed within five years after the date of death. However, if an annuity payment option is selected by your designated beneficiary and if annuity payments begin within 1 year of your death, the value of the contract may be distributed over the beneficiary's life or a period not exceeding the beneficiary's life expectancy. Your designated beneficiary is the person to whom ownership of the contract passes by reason of death and must be a natural person.

If any portion of the contract is payable to (or for the benefit of) your surviving spouse, such portion of the contract may be continued with your spouse as the owner.

CHANGES IN THE CONTRACT

We reserve the right to make any changes we deem necessary to assure that the contract qualifies as an annuity contract for tax purposes. Any such changes will apply to all contractowners and you will be given notice to the extent feasible under the circumstances.

ADDITIONAL INFORMATION

You should refer to the Statement of Additional Information if:

o The contract is held by a corporation or other entity instead of by an individual or as agent for an individual.

o Your contract was issued in exchange for a contract containing purchase payments made before August 14, 1982.

o You transfer your contract to, or designate, a beneficiary who is either 37 1/2 years younger than you or a grandchild.

TAXES PAID BY PRUDENTIAL

Although the separate account is registered as an investment company, it is not a separate taxpayer for purposes of the Internal Revenue Code of 1986, as amended, ("Code."). The earnings of the separate account are taxed as part of the operations of Prudential. No charge is currently being made against the separate account for company federal income taxes. We will periodically review the question of charging the separate account for company federal income taxes. Such a charge may be made in future years for any federal income taxes that would be attributable to the contract.

Under current law, Prudential may incur state and local taxes (in addition to premium taxes) in several states. At present, these taxes are not significant and they are not charged against the contract or the separate account. If there is a material change in applicable state or local tax laws, the taxes paid by Prudential that are attributable to the separate account may result in a corresponding charge against the separate account.

CONTRACTS USED IN CONNECTION WITH TAX FAVORED PLANS

You may have purchased the contract for use in connection with various retirement arrangements entitled to favorable federal income tax treatment ("tax favored plans"). These are individual retirement accounts and annuities ("IRA"), simplified employee pension plans ("SEP"), tax deferred annuities ("TDA"), deferred compensation plans of state and local governments and tax exempt organizations ("Section 457 Plans"), and employer-sponsored, tax-qualified pension, profit sharing and annuity plans.

Such plans, accounts, and annuities must satisfy certain requirements in order to be entitled to the federal income tax benefits accorded to these plans. A discussion of these requirements is beyond the scope of this prospectus, and it is assumed that such requirements are met with respect to a contract purchased for use in connection with a tax-favored plan. This contract is no longer available in connection with any tax favored plans in Oregon. This discussion does apply to tax-favored contracts previously issued to Oregon residents.

In general, assuming the applicable requirements and limitations of tax law are satisfied, purchase payments (other than after-tax employee payments) under the contract will be deductible (or not includible in your income) up to certain amounts each year. In addition, federal income tax currently is not imposed on the investment income and realized gains of the subaccounts in which your purchase payments have been invested until a distribution is received.

You should be aware that tax favored plans such as IRAs generally provide tax deferral regardless of whether they invest in annuity contracts. This means that when a tax favored plan invests in an annuity contract, it generally does not result in any additional tax deferral benefits.

The comments that follow concerning specific tax favored plans are intended merely to call attention to certain of their features. No attempt has been made to discuss in full the tax ramifications involved or to offer tax advice. As suggested above, you should consult a qualified tax adviser for advice and answers to any questions.

PLANS FOR SELF-EMPLOYED INDIVIDUALS

For self-employed individuals who establish qualified plans, contributions are deductible within the limits prescribed by the Code. Annual deductible contributions cannot exceed the lesser of $40,000 for 2002 or 25% of "earned income." For this purpose, "earned income" is computed after the deduction for contributions to the plan is considered.

Under these plans, payments are subject to certain minimum distribution requirements, and generally must begin by April 1 of the calendar year following the later of the calendar year in which the employee (1) attains age 70 1/2, or
(2) retires.

IRAS

If you purchased a contract for use as an IRA, we would have provided you with a copy of the prospectus and the contract. The "IRA Disclosure Statement" on page 32 contains information about eligibility, contribution limits, tax particulars and other IRA information. In addition to this information (some of which is summarized below), the IRS requires that you have a "free look" after making an initial contribution to the contract. During this time, you can cancel the contract by notifying us in writing, and we will refund all of the purchase payments under the contract (or, if greater, the amount credited under the contract, calculated as of the valuation period that we receive this cancellation notice).

If you receive certain qualifying distributions from a qualified pension or profit-sharing plan, TDA, governmental 457 plan or IRA, you may, within 60 days, transfer all or any part of the amount of such distribution to an IRA as a tax-free "rollover." Additionally, if you are the spouse of a deceased employee, you may roll over to an IRA certain distributions you received from a qualified pension or profit sharing plan, TDA or IRA because of the employee's death.

Because the contract's minimum initial payment of $10,000 is greater than the maximum annual contribution permitted to be made to an IRA (generally, $3,000 for 2002 and 2003), you may have purchased a contract as an IRA only in connection with a "rollover" of the proceeds of a qualified plan or transfer from another SEP, TDA or IRA. In order to qualify as an IRA, a contract (or a rider made a part of the contract) must contain certain additional provisions:

o the owner of the contract must be the annuitant, except when a transfer is made to a former spouse in accordance with a divorce decree;

o the rights of the owners cannot be forfeitable;

o the contract may not be sold, assigned, discounted or pledged for any purpose to any person except Prudential;

o except in the case of a "rollover" contribution, the annual premium may not exceed the maximum amount allowed by law;

o generally, the annuity date may be no later than April 1st of the calendar year following the calendar year in which the annuitant attains age 70 1/2; and

o annuity and death benefit payments must satisfy certain minimum distribution requirements.

Contracts issued as IRAs will conform to such requirements.

Note that the requirements for a Roth IRA differ substantially from the requirements for a traditional IRA described above. Contracts will not be issued as Roth IRAs.

SIMPLIFIED EMPLOYEE PENSION PLANS ("SEP")

Under a SEP, annual employer contributions to an IRA established by an employee are not includible in income up to the lesser of $40,000 in 2002 or 25% of the employee's earned income (excluding the employer's contribution to the SEP). However, for these purposes, compensation in excess of certain limits established by the IRS will not be considered. In 2002, this limit is $200,000. In addition, a SEP must satisfy certain minimum participation requirements and contributions may not discriminate in favor of highly compensated employees. Contracts issued as IRAs established under a SEP must satisfy the requirements described above for an IRA.

Certain SEP arrangements are permitted to allow employees to elect to reduce their salaries by as much as $11,000 in 2002 and have their employer contribute on their behalf to the SEP. These arrangements, called salary reduction SEPs, are available only if the employer maintaining the SEP has 25 or fewer employees and at least 50% of the eligible employees elect to make salary reduction contributions. Other limitations may reduce the permissible contribution level for highly compensated employees. New Salary Reduction SEPs may not be established after 1996. Individuals participating in Salary Reduction SEPs who are age 50 or above by the end of the year will be permitted to contribute an additional $1,000 in 2002, increasing in $1,000 increments per year until reaching $5,000 in 2006. Thereafter the amounts are indexed for inflation.

TAX DEFERRED ANNUITIES ("TDA")

Tax law permits employers and employees of Section 501(c)(3) tax-exempt organizations and public educational organizations to make, subject to certain limitations, contributions to an annuity in which the employee's rights are nonforfeitable (commonly referred to as a "tax deferred annuity" or "TDA"). The amounts contributed under a TDA and earnings thereon are not taxable as income until distributed as annuity income or otherwise.

Generally, contributions to a TDA may be made through a salary reduction arrangement up to a maximum of $11,000 in 2002. Individuals participating in a TDA who are age 50 or above by the end of the year will be permitted to contribute an additional $1,000 in 2002 increasing in $1,000 increments per year until reaching $5,000 in 2006. Thereafter the amounts are indexed for inflation. In addition, the Internal Revenue Code permits certain total distributions from a TDA to be "rolled over" to another TDA or IRA. Certain partial distributions from a TDA may be "rolled over" to an IRA. Beginning in 2002, TDA amounts may also be rolled over to a qualified retirement plan, a SEP and a governmental 457 Plan.

An annuity contract will not qualify as a TDA, unless under such contract, distributions from salary reduction contributions and earnings thereon (other than distributions attributable to assets held as of December 31, 1988) may be paid only on account of attainment of age 59 1/2, severance of employment, death, total and permanent disability and, in limited circumstances, hardship. (Such hardship withdrawals are permitted, however, only to the extent of salary reduction contributions and not earnings thereon.)

The withdrawal restrictions referred to above do not apply to the transfer of all or part of a contract owner's interest in his or her contract among the available investment options offered by Prudential or to the direct transfer of all or part of the contract owner's interest in the contract to a TDA of another insurance company or to a mutual fund custodial account under Section 403(b)(7) of the Code. In imposing the restrictions on withdrawals as described above, Prudential is relying upon a no-action letter dated November 28, 1988 from the Chief of the Office of Insurance Products and Legal Compliance of the Securities and Exchange Commission to the American Council of Life Insurance.

Employer contributions are subject generally to the same coverage, minimum participation and nondiscrimination rules applicable to qualified pension and profit-sharing plans. Distributions from a TDA generally must commence by April 1 of the calendar year following the later of the calendar year in which the employee (1) attains age 70 1/2; or (2) retires. Distributions must satisfy minimum distribution requirements similar to those that apply to qualified plans generally.

ELIGIBLE DEFERRED COMPENSATION PLANS OF STATE OR LOCAL GOVERNMENTS AND TAX EXEMPT ORGANIZATIONS

A contract may be used to fund an eligible deferred compensation plan of a state or local government or a tax-exempt organization (commonly called a "Section 457 Plan"). The amounts contributed under such plans and increments thereon are not taxable as income until distributed or otherwise made available to the employee or other beneficiary. However, if the tax law requirements are not met, employees may be required to include in gross income all or part of the contributions and earnings thereon.

Assets of deferred compensation plans are generally part of the employer's general assets. However, governmental employers are required to hold assets in a trust, annuity contract or custodial account. Contributions generally may not exceed the lesser of $11,000 in 2002 or 100% of the employee's compensation. Individuals participating in a 457 Plan who are age 50 or above by the end of the year will be permitted to contribute an additional $1,000 in 2002, increasing in $1,000 increments per year until reaching $5,000 in 2006. Thereafter the amount is indexed for inflation.

Generally, distributions must begin by April 1 of the calendar year following the later of the calendar year in which the employee (1) attains age 70 1/2; or
(2) retires. Distributions are subject to special minimum distribution rules in addition to the minimum distribution requirements for qualified plans. For 457 Plans, rollovers are not permitted (other than between Section 457 Plans). Beginning in 2002, amounts from a governmental 457 Plan may be rolled over to a qualified retirement plan, a SEP, a TDA or an IRA.

QUALIFIED PENSION AND PROFIT SHARING PLANS

A contract may be used to fund a qualified pension or profit-sharing plan. The plan itself must satisfy the coverage, minimum participation, nondiscrimination, minimum distribution, and all other requirements applicable generally to qualified pension and profit-sharing plans. The Internal Revenue Code also imposes dollar limitations on contributions that may be made to or benefits that may be received from a qualified pension or profit-sharing plan (including a limitation of $11,000 in 2002 on the amount that an employee may contribute through a "401(k) plan"). Generally, distributions from a qualified plan must begin by April 1 of the calendar year following the later of the calendar year in which the employee (1) attains age 70 1/2; or (2) retires. Distributions are subject to certain minimum distribution requirements. Individuals participating in a 401(k) plan who are age 50 or above by the end of the year will be permitted to contribute an additional $1,000 in 2002, increasing in $1,000 increments per year until reaching $5,000 in 2006. Thereafter the amount is indexed for inflation. Beginning in 2002, amounts from a qualified pension or profit sharing plan may be rolled over to another qualified retirement plan, a SEP, a TDA plan, a governmental 457 Plan and an IRA.

MINIMUM DISTRIBUTION OPTION

The Minimum Distribution Option is a program available with IRA and SEP programs. It enables the client to satisfy IRS minimum distribution requirements, without having to annuitize or cash surrender their contracts. Distributions from traditional IRAs and SEPs must begin by April 1 of the year following attainment of age 70 1/2. Each year until the maturity date, Prudential will recalculate the minimum amount that you are required to withdraw from your IRA or SEP. We will send you a check for the minimum distribution amount less any partial withdrawals made during the year. Our calculations are based solely on the cash value of the contract on the last day of the prior calendar year. If you have other IRA accounts, you will be responsible for taking the minimum distribution from each account.

Beginning in 2002, minimum distribution calculations changed under the IRS regulations. Minimum required distributions will generally be less under the proposed regulations issued in 2001 and the final regulations issued in 2002 than under previous calculation methods. Individuals can elect to use any of the three methods for their 2002 distributions. Distributions beginning in 2003 must be under the final regulations. Minimum distribution calculations provided by Prudential are based on the IRS proposed regulations issued in January 2001. More information on the mechanics of this calculation are available on request.

PENALTY FOR EARLY WITHDRAWALS

A 10% tax penalty will generally apply to the taxable part of distributions received from an IRA, SEP, SIMPLE (25% penalty in certain situations), TDA, and qualified retirement plans before age 59 1/2. Limited exceptions are provided, such as where amounts are paid in the form of a qualified life annuity, upon death or disability of the employee, to pay certain medical expenses, or, in some cases, upon separation from service on or after the attainment of age 55.

WITHHOLDING

Certain distributions from qualified retirement plans and TDAs will be subject to mandatory 20% withholding unless the distribution is an eligible rollover distribution that is "directly" rolled over into another qualified plan, TDA, IRA, SEP or governmental 457 Plan. For all other distributions, unless you elect otherwise, the portion of any taxable amounts received under the contract will be subject to withholding to meet federal income tax obligations.

The rate of withholding on annuity payments where mandatory withholding is not required will be determined based on the withholding certificate you may file with Prudential. For payments not subject to mandatory withholding, if no such certificate is filed, the contract owner will be treated as a married person with three exemptions; the rate of withholding on all other payments made under the contract, such as amounts received upon withdrawals, will be 10%. Thus, if you fail to elect out of withholding, Prudential will withhold from every withdrawal or annuity payment the appropriate percentage from the amount of the payment that is taxable. Prudential will provide forms and instructions concerning the right to elect that no amount be withheld from payments. State income tax withholding rules vary and we will withhold based on the rules of your state of residence.

Recipients who elect not to have withholding are liable for payment of federal income taxes on the taxable portion of the distribution. All recipients may be subject to penalties under the estimated tax payment rules if withholding and estimated tax payments are not sufficient. Recipients who do not provide a social security number or other taxpayer identification number will not be permitted to elect out of withholding. Special withholding rules apply to nonresident aliens. Generally, there will be no withholding for taxes until payments are actually received under the Contract. Distributions to contractowners under Section 457 Plans are treated as the payment of wages for federal income tax purposes and thus are subject to the general withholding requirements.

INTERESTED PARTY DISCLOSURE

The Employee Retirement Income Security Act of 1974 ("ERISA") prevents a fiduciary with respect to a pension or profit-sharing plan from receiving any benefit from any party dealing with the plan as a result of the sale of the contract (other than benefits that would otherwise be provided in the plan).

Administrative exemptions issued by the IRS and the Department of Labor permit transactions between insurance agents and qualified pension and profit sharing plans and with SEP IRAs. To be able to rely on the exemption, certain information must be disclosed to the plan fiduciary. The information that must be disclosed includes the relationship between the agent and the insurer, a description of any charges, fees, discounts, penalties or adjustments that may be imposed in connection with the purchase, holding, exchange or termination of the contract, as well as the commissions received by the agent. Information about any applicable charges, fees, discounts, penalties or adjustments may be found under WHAT ARE THE EXPENSES ASSOCIATED WITH THE DISCOVERY PLUS CONTRACT, page 15. Information about sales representatives and commissions may be found under SALE AND DISTRIBUTION OF THE CONTRACT, page 26.

In addition to disclosure, other conditions apply to the use of the exemption. For example, a plan fiduciary may not be a partner or employee of the Prudential representative making the sale. The fiduciary must not be a relative of the representative (including spouse, direct descendant, spouse of a direct descendant, ancestor, brother, sister, spouse of a brother or sister). The representative may not be an employee, officer, director or partner of either the independent fiduciary or the employer establishing the plan. No relative of the representative may: (1) control, directly or indirectly, the corporation establishing or maintaining the plan; (2) be either a partner with a 10% or more interest in the partnership or the sole proprietor establishing or maintaining the plan; or (3) be an owner of a 5% or more interest in a Subchapter S Corporation establishing or maintaining the plan. In addition, no affiliate (including relatives) of the representatives may be a trustee, administrator or a fiduciary with written authority to acquire, manage or dispose of the assets of the plan.

SPOUSAL CONSENT RULES FOR RETIREMENT PLANS - QUALIFIED CONTRACTS

If you are married at the time your payments commence, you may be required by federal law to choose an income option that provides survivor annuity income to your spouse, unless your spouse waives that right. Similarly, if you are married at the time of your death, federal law may require all or a portion of the death benefit to be paid to your spouse, even if you designated someone else as your beneficiary. A brief explanation of the applicable rules follows. For more information, consult the terms of your retirement arrangement.

DEFINED BENEFIT PLANS, MONEY PURCHASE PENSION PLANS, AND ERISA 403(B) ANNUITIES. If you are married at the time your payments commence, federal law requires that benefits be paid to you in the form of a "qualified joint and survivor annuity" ("QJSA"), unless you and your spouse waive that right, in writing. Generally, this means that you will receive a reduced payment during your life and, upon your death, your spouse will receive at least one-half of what you were receiving for life. You may elect to receive another income option if your spouse consents to the election and waives his or her right to receive the QJSA. If your spouse consents to the alternative form of payment, your spouse may not receive any benefits from the plan upon your death. Federal law also requires that the plan pay a death benefit to your spouse if you are married and die before you begin receiving your benefit. This benefit must be available in the form of an annuity for your spouse's lifetime and is called a "qualified pre-retirement survivor annuity" ("QPSA"). If the plan pays death benefits to other beneficiaries, you may elect to have a beneficiary other than your spouse receive the death benefit, but only if your spouse consents to the election and waives his or her right to receive the QPSA. If your spouse consents to the alternate beneficiary, your spouse will receive no benefits from the plan upon your death. Any QPSA waiver prior to your attaining age 35 will become null and void on the first day of the calendar year in which you attain age 35, if still employed.

DEFINED CONTRIBUTION PLANS (INCLUDING 401(k) PLANS). Spousal consent to a distribution is generally not required. Upon your death, your spouse will receive the entire death benefit, even if you designated someone else as your beneficiary, unless your spouse consents in writing to waive this right. Also, if you are married and elect an annuity as a periodic income option, federal law requires that you receive a QJSA (as described above), unless you and your spouse consent to waive this right.

IRAs, NON-ERISA 403(b) ANNUITIES, AND 457 PLANS. Spousal consent to a distribution is not required. Upon your death, any death benefit will be paid to your designated beneficiary.

ADDITIONAL INFORMATION

For additional information about the requirements of federal tax law applicable to tax favored plans, see the "IRA Disclosure Statement" on page 32.

9. OTHER INFORMATION

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

The Prudential Insurance Company of America ("Prudential") is a New Jersey stock life insurance company that has been doing business since 1875. Prudential is licensed to sell life insurance and annuities in the District of Columbia, Guam, U.S. Virgin Islands, and in all states.

Prudential is an indirect wholly-owned subsidiary of Prudential Financial, a New Jersey insurance holding company. Prudential Financial exercises significant influence over the operations and capital structure of Prudential. However, neither Prudential Financial nor any other related company has any legal responsibility to pay amounts that Prudential may owe under the contract.

THE SEPARATE ACCOUNT

We have established a separate account, the Prudential Individual Variable Contract Account ("Separate Account"), to hold the assets that are associated with the contracts. The Separate Account was established under New Jersey law on October 12, 1982, and is registered with the SEC under the Investment Company Act of 1940, as a unit investment trust, which is a type of investment company. The assets of the Separate Account are held in the name of Prudential and legally belong to us. These assets are kept separate from all of our other assets and may not be charged with liabilities arising out of any other business we may conduct. More detailed information about Prudential, including its consolidated financial statements, are provided in the SAI.

THE REAL PROPERTY ACCOUNT

The Prudential Variable Contract Real Property Account ("Real Property Account") is a separate account of Prudential that, through a general partnership formed by Prudential and two of its subsidiaries, invests primarily in income-producing real property such as office buildings, shopping centers, agricultural land, hotel, apartments or industrial properties. It also invests in mortgage loans and other real estate related investments.

A full description of the Real Property Account, its management, policies, and restrictions, its charges and expenses, the investment risks, the partnership's investment objectives and all other aspects of the Real Property Account's and the partnership's operations is contained in the attached prospectus. Any contractowner considering the real estate investment option should read the attached prospectus for the Real Property Account, together with this prospectus.

SALE AND DISTRIBUTION OF THE CONTRACT

Prudential Investment Management Services LLC ("PIMS"), 100 Mulberry Street, Gateway Center Three, 14th Floor, Newark, New Jersey 07102-4077, acts as the distributor of the contracts. PIMS is an indirect wholly-owned subsidiary of Prudential Financial and is a limited liability corporation organized under Delaware law in 1996. It is a registered broker-dealer under the Securities Exchange Act of 1934 and a member of the National Association of Securities Dealers, Inc. ("NASD").

We pay the broker-dealer whose registered representatives sell the Contract either:

o a commission of up to 6.00% of your Purchase Payments; or

o a combination of a commission on Purchase Payments and a "trail" commission--which is a commission determined as a percentage of your Contract Value that is paid periodically over the life of your Contract.

From time to time, Prudential or its affiliates may offer and pay non-cash compensation to registered representatives who sell the Contract. For example, Prudential or an affiliate may pay for a training and education meeting that is attended by registered representatives of both Prudential-affiliated broker-dealers and independent broker-dealers. Prudential and its affiliates retain discretion as to which broker-dealers to offer non-cash (and cash) compensation arrangements, and will comply with NASD rules and other pertinent laws in making such offers and payments. Our payment of cash and non-cash compensation in connection with sales of the Contract does not result directly in any additional charge to you.

ASSIGNMENT

You can assign the contract at any time during your lifetime. We will not be bound by the assignment until we receive written notice. We will not be liable for any payment or other action we take in accordance with the contract if that action occurs before we receive notice of the assignment. Under certain circumstances we must approve the assignment before it becomes effective. AN ASSIGNMENT, LIKE ANY OTHER CHANGE IN OWNERSHIP, MAY TRIGGER A TAXABLE EVENT.

If the contract is issued under a qualified plan, there may be limitations on your ability to assign the contract. For further information please speak to your financial professional.

EXCHANGE OFFER FOR CERTAIN CONTRACTOWNERS

In past years, we have permitted contract owners under certain qualified plans to exchange their Contracts for certain mutual funds or variable annuity contracts. We no longer offer such exchanges.

LITIGATION

We are subject to legal and regulatory actions in the ordinary course of our businesses, including class actions. Pending legal and regulatory actions include proceedings specific to our practices and proceedings generally applicable to business practices in the industries in which we operate. In certain of these lawsuits, large and/or indeterminate amounts are sought, including punitive or exemplary damages.

Beginning in 1995, regulatory authorities and customers brought significant regulatory actions and civil litigation against Prudential involving individual life insurance sales practices. In 1996, Prudential, on behalf of itself and many of its life insurance subsidiaries entered into settlement agreements with relevant insurance regulatory authorities and plaintiffs in the principal life insurance sales practices class action lawsuit covering policyholders of individual permanent life insurance policies issued in the United States from 1982 to 1995. Pursuant to the settlements, the companies agreed to various changes to their sales and business practices controls, to a series of fines, and to provide specific forms of relief to eligible class members. Virtually all claims by class members filed in connection with the settlements have been resolved and virtually all aspects of the remediation program have been satisfied.

As of June 30, 2002, Prudential remained a party to approximately 40 individual sales practices actions filed by policyholders who "opted out" of the class action settlement relating to permanent life insurance policies issued in the United States between 1982 and 1995. In addition, there were 17 sales practices actions pending that were filed by policyholders who were members of the class and who failed to "opt out" of the class action settlement. Prudential believed that those actions are governed by the class settlement release and expects them to be enjoined and/or dismissed. Additional suits may be filed by class members who "opted out" of the class settlements or who failed to "opt out" but nevertheless seek to proceed against Prudential. A number of the plaintiffs in these cases seek large and/or indeterminate amounts, including punitive or exemplary damages. Some of these actions are brought on behalf of multiple plaintiffs. It is possible that substantial punitive damages might be awarded in any of these actions and particularly in an action involving multiple plaintiffs.

Prudential's litigation is subject to many uncertainties, and given the complexity and scope, the outcomes cannot be predicted. It is possible that the results of operations or the cash flow of Prudential in a particular quarterly or annual period could be materially affected by an ultimate unfavorable resolution of pending litigation and regulatory matters. Management believes, however, that the ultimate outcome of all pending litigation and regulatory matters should not have a material adverse effect on Prudential's financial position.

FINANCIAL STATEMENTS

The consolidated financial statements of Prudential and its subsidiaries and the Separate Account associated with the Discovery Plus contract are included in the Statement of Additional Information.

STATEMENT OF ADDITIONAL INFORMATION

CONTENTS:

HOUSEHOLDING

To reduce costs, we now send only a single copy of prospectuses and shareholder reports to each consenting household, in lieu of sending a copy to each contractholder that resides in the household. If you are a member of such a household, you should be aware that you can revoke your consent to householding at any time, and begin to receive your own copy of prospectuses and shareholder reports, by calling 1-877-778-5008.

ACCUMULATION UNIT VALUES
THE PRUDENTIAL INDIVIDUAL VARIABLE CONTRACT ACCOUNT
DISCOVERY PLUS CONTRACT

(Condensed Financial Information)

SUBACCOUNTS

Money Market

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 2.372	$ 2.260	$ 2.179	$ 2.092	$ 2.008
2. Accumulation unit value at end of period	2.440	2.372	2.260	2.179	2.092
3. Number of accumulation units outstanding at end of period ...	55,740,832	54,159,943	85,414,475	102,190,340	100,713,122

SUBACCOUNTS

Money Market

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 1.931	$ 1.847	$ 1.796	$ 1.766	$ 1.722
2. Accumulation unit value at end of period	2.008	1.931	1.847	1.796	1.766
3. Number of accumulation units outstanding at end of period ...	133,461,350	132,240,079	137,690,220	98,824,301	110,136,278

Diversified Bond

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 3.613	$ 3.332	$ 3.397	$ 3.208	$ 2.990
2. Accumulation unit value at end of period	3.819	3.613	3.332	3.397	3.208
3. Number of accumulation units outstanding at end of period ...	23,985,909	24,470,135	33,283,494	49,189,967	54,997,472

Diversified Bond

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 2.899	$ 2.430	$ 2.541	$ 2.335	$ 2.204
2. Accumulation unit value at end of period	2.990	2.899	2.430	2.541	2.335
3. Number of accumulation units outstanding at end of period ...	63,529,814	62,158,709	62,532,884	65,012,139	43,861,931

Equity

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 8.574	$ 8.402	$ 7.559	$ 6.996	$ 5.680
2. Accumulation unit value at end of period	7.526	8.574	8.402	7.559	6.996
3. Number of accumulation units outstanding at end of period ...	57,046,690	68,890,494	90,169,170	130,737,945	159,618,134

Equity

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 4.850	$ 3.738	$ 3.681	$ 3.056	$ 2.709
2. Accumulation unit value at end of period	5.680	4.850	3.738	3.681	3.056
3. Number of accumulation units outstanding at end of period ...	176,617,231	187,580,951	144,081,975	109,315,212	64,109,169

Flexible Managed

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 5.129	$ 5.266	$ 4.944	$ 4.540	$ 3.895
2. Accumulation unit value at end of period	4.780	5.129	5.266	4.944	4.540
3. Number of accumulation units outstanding at end of period ...	47,324,707	57,012,621	75,639,870	107,776,121	128,050,185

Flexible Managed

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 3.469	$ 2.828	$ 2.955	$ 2.587	$ 2.434

2. Accumulation unit value at end of period	3.895	3.469	2.828	2.955	2.587
3. Number of accumulation units outstanding at end of period ...	140,908,132	135,760,708	140,860,169	111,136,044	62,046,878

*Commencement of Business

ACCUMULATION UNIT VALUES
THE PRUDENTIAL INDIVIDUAL VARIABLE CONTRACT ACCOUNT
DISCOVERY PLUS CONTRACT

(Condensed Financial Information)

SUBACCOUNTS

Conservative Balanced

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 4.394	$ 4.469	$ 4.238	$ 3.839	$ 3.424
2. Accumulation unit value at end of period	4.255	4.394	4.469	4.238	3.839
3. Number of accumulation units outstanding at end of period ...	94,834,928	115,810,609	159,800,245	227,149,053	271,684,907

SUBACCOUNTS

Conservative Balanced

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 3.077	$ 2.655	$ 2.713	$ 2.447	$ 2.316
2. Accumulation unit value at end of period	3.424	3.077	2.655	2.713	2.447
3. Number of accumulation units outstanding at end of period ...	300,853,936	296,641,925	313,266,018	242,321,897	133,530,065

High Yield Bond

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 2.095	$ 2.302	$ 2.227	$ 2.308	$ 2.053
2. Accumulation unit value at end of period	2.061	2.095	2.302	2.227	2.308
3. Number of accumulation units outstanding at end of period ...	23,424,046	28,315,925	40,135,250	64,464,275	74,090,922

High Yield Bond

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 1.865	$ 1.605	$ 1.670	$ 1.417	$ 1.220
2. Accumulation unit value at end of period	2.053	1.865	1.605	1.670	1.417
3. Number of accumulation units outstanding at end of period ...	84,625,385	86,497,155	82,161,785	68,503,233	31,814,404

Stock Index

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 5.185	$ 5.768	$ 4.842	$ 3.816	$ 2.907
2. Accumulation unit value at end of period	4.507	5.185	5.768	4.842	3.816
3. Number of accumulation units outstanding at end of period ...	62,834,198	75,367,962	88,992,405	104,818,158	118,969,379

Stock Index

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 2.401	$ 1.772	$ 1.776	$ 1.639	$ 1.548
2. Accumulation unit value at end of period	2.907	2.401	1.772	1.776	1.639
3. Number of accumulation units outstanding at end of period ...	118,928,560	99,553,628	89,080,644	91,215,676	71,404,267

Value (formerly Equity Income)

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 5.032	$ 4.406	$ 3.963	$ 4.108	$ 3.044
2. Accumulation unit value at end of period	4.870	5.032	4.406	3.963	4.108
3. Number of accumulation units outstanding at end of period ...	61,143,816	72,717,983	101,813,231	163,578,483	195,232,259

Value (formerly Equity Income)

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 2.530	$ 2.104	$ 2.099	$ 1.737	$ 1.596
2. Accumulation unit value at end of period	3.044	2.530	2.104	2.099	1.737

3. Number of accumulation units outstanding at end of period ...	212,322,247	220,184,990	218,661,165	155,205,890	68,252,437

*Commencement of Business

ACCUMULATION UNIT VALUES
THE PRUDENTIAL INDIVIDUAL VARIABLE CONTRACT ACCOUNT
DISCOVERY PLUS CONTRACT

(Condensed Financial Information)

SUBACCOUNTS

Natural Resources

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 3.988	$ 2.931	$ 2.032	$ 2.481	$ 2.840
2. Accumulation unit value at end of period	3.544	3.988	2.931	2.032	2.481
3. Number of accumulation units outstanding at end of period ...	12,887,593	15,500,745	17,262,853	24,701,429	35,935,730

SUBACCOUNTS

Natural Resources

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 2.196	$ 1.751	$ 1.851	$ 1.497	$ 1.412
2. Accumulation unit value at end of period	2.840	2.196	1.751	1.851	1.497
3. Number of accumulation units outstanding at end of period ...	43,858,984	37,663,872	38,719,527	21,404,880	9,178,489

Global

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 2.825	$ 3.472	$ 2.370	$ 1.917	$ 1.814
2. Accumulation unit value at end of period	2.300	2.825	3.472	2.370	1.917
3. Number of accumulation units outstanding at end of period ...	49,565,810	64,297,773	70,802,789	92,477,880	115,977,749

Global

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 1.533	$ 1.339	$ 1.425	$ 1.007	$ 1.056
2. Accumulation unit value at end of period	1.814	1.533	1.339	1.425	1.007
3. Number of accumulation units outstanding at end of period ...	131,910,848	212,272,476	127,945,906	51,691,984	12,211,247

Government Income

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 2.172	$ 1.949	$ 2.027	$ 1.881	$ 1.736
2. Accumulation unit value at end of period	2.320	2.172	1.949	2.027	1.881
3. Number of accumulation units outstanding at end of period ...	32,306,278	35,995,653	53,081,024	83,822,525	97,819,209

Government Income

	01/01/96 to 12/31/96	01/01/95 to 12/31/95	01/01/94 to 12/31/94	01/01/93 to 12/31/93	01/01/92 to 12/31/92
1. Accumulation unit value at beginning of period	$ 1.719	$ 1.456	$ 1.553	$ 1.397	$ 1.335
2. Accumulation unit value at end of period	1.736	1.719	1.456	1.553	1.397
3. Number of accumulation units outstanding at end of period ...	122,312,126	131,063,592	148,872,947	161,058,905	103,111,144

Prudential Jennison

	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 2.856	$ 3.497	$ 2.489	$ 1.832	$ 1.408
2. Accumulation unit value at end of period	2.307	2.856	3.497	2.489	1.832
3. Number of accumulation units outstanding at end of period ...	85,991,929	107,686,860	100,383,885	79,195,890	65,230,050

Prudential Jennison

	01/01/96 to 12/31/96	01/01/95* to 12/31/95
1. Accumulation unit value at beginning of period	$ 1.245	$ 1.009

2. Accumulation unit value at end of period	1.408	1.245
3. Number of accumulation units outstanding at end of period	54,259,732	19,918,994

	Small Capitalization Stock				
	01/01/01 to 12/31/01	01/01/00 to 12/31/00	01/01/99 to 12/31/99	01/01/98 to 12/31/98	01/01/97 to 12/31/97
1. Accumulation unit value at beginning of period	$ 2.120	$ 1.902	$ 1.708	$ 1.742	$ 1.408
2. Accumulation unit value at end of period	2.212	2.120	1.902	1.708	1.742
3. Number of accumulation units outstanding at end of period	30,268,402	33,570,174	33,943,242	50,300,591	51,033,360

	Small Capitalization Stock	
	01/01/96 to 12/31/96	01/01/95* to 12/31/95
1. Accumulation unit value at beginning of period	$ 1.190	$ 1.002
2. Accumulation unit value at end of period	1.408	1.190
3. Number of accumulation units outstanding at end of period	34,325,331	15,303,395

*Commencement of Business

IRA DISCLOSURE STATEMENT

This statement is designed to help you understand the requirements of federal tax law which apply to your individual retirement annuity (IRA), your Roth IRA, your simplified employee pension IRA (SEP) for employer contributions, your Savings Incentive Match Plan for Employees (SIMPLE) IRA, or to one you purchase for your spouse. You can obtain more information regarding your IRA either from your sales representative or from any district office of the Internal Revenue Service. Those are federal tax law rules; state tax laws may vary.

FREE LOOK PERIOD

The annuity contract offered by this prospectus gives you the opportunity to return the contract for a full refund within 10 days (or whatever period is required by applicable state law) after it is delivered. This is a more liberal provision than is required in connection with IRAs. To exercise this "free-look" provision, return the contract to the representative who sold it to you or to the Prudential Annuity Service Center at the address shown on the first page of this prospectus.

ELIGIBILITY REQUIREMENTS

IRAs are intended for all persons with earned compensation whether or not they are covered under other retirement programs. Additionally, if you have a non-working spouse (and you file a joint tax return), you may establish an IRA on behalf of your non-working spouse. A working spouse may establish his or her own IRA. A divorced spouse receiving taxable alimony (and no other income) may also establish an IRA.

CONTRIBUTIONS AND DEDUCTIONS

Contributions to your IRA will be deductible if you are not an "active participant" in an employer maintained qualified retirement plan or you have "Adjusted Gross Income" (as defined under Federal tax laws) which does not exceed the "applicable dollar limit." IRA (or SEP) contributions must be made by no later than the due date for filing your income tax return for that year, excluding extensions (generally by April 15th). For a single taxpayer, the applicable dollar limitation is $34,000 in 2002, with the amount of IRA contribution which may be deducted reduced proportionately for Adjusted Gross Income between $34,000-$44,000. For married couples filing jointly, the applicable dollar limitation is $54,000, with the amount of IRA contribution which may be deducted reduced proportionately for Adjusted Gross Income between $54,000-$64,000. There is no deduction allowed for IRA contributions when Adjusted Gross Income reaches $44,000 for individuals and $64,000 for married couples filing jointly. These amounts are for 2002. Income limits are scheduled to increase until 2007 for single taxpayers and 2007 for married taxpayers.

Contributions made by your employer to your SEP are excludable from your gross income for tax purposes in the calendar year for which the amount is contributed. Certain employees who participate in a SEP will be entitled to elect to have their employer make contributions to their SEP on their behalf or to receive the contributions in cash. If the employee elects to have contributions made on the employee's behalf to the SEP, those funds are not treated as current taxable income to the employee. Elective deferrals under a SEP are subject to an inflation-adjusted limit, which is $11,000 in 2002, with a permitted catch-up contribution of $1,000 for individuals age 50 and above. Contributions and catch-up contribution limits are scheduled to increase through 2006 and are indexed for inflation thereafter. Salary-reduction SEPs (also called "SARSEPs") are available only if at least 50% of the employees elect to have amounts contributed to the SARSEP and if the employer has 25 or fewer employees at all times during the preceding year. New SARSEPs may not be established after 1996.

The IRA maximum annual contribution is limited to the lesser of: (1) the maximum amount allowed by law, including catch-up contributions, if applicable, or (2) 100% of your earned compensation. Contributions in excess of these limits may be subject to penalty. See below.

Under a SEP agreement, the maximum annual contribution which your employer may make on your behalf to a SEP contract that is excludable from your income is the lesser of 25% of your salary or $40,000 in 2002. An employee who is a participant in a SEP agreement may make after-tax contributions to the SEP contract, subject to the contribution limits applicable to IRAs in general. Those employee contributions will be deductible subject to the deductibility rules described above.

The maximum tax deductible annual contribution that a divorced spouse with no other income may make to an IRA is the lesser of (1) the maximum amount allowed by law, including catch-up contributions, if applicable, or (2) 100% of taxable alimony.

If you or your employer should contribute more than the maximum contribution amount to your IRA or SEP, the excess amount will be considered an "excess contribution." You are permitted to withdraw an excess contribution from your IRA or SEP before your tax filing date without adverse tax consequences. If, however, you fail to withdraw any such excess contribution before your tax filing date, a 6% excise tax will be imposed on the excess for the tax year of contribution.

Once the 6% excise tax has been imposed, an additional 6% penalty for the following tax year can be avoided if the excess is (1) withdrawn before the end of the following year, or (2) treated as a current contribution for the following year. (See Premature Distributions below for penalties imposed on withdrawal when the contribution exceeds the maximum amount allowed by law, including catch-up contributions, if applicable.)

IRA FOR NON-WORKING SPOUSE

If you establish an IRA for yourself, you may also be eligible to establish an IRA for your "non-working" spouse. In order to be eligible to establish such a spousal IRA, you must file a joint tax return with your spouse and, if your non-working spouse has compensation, his/her compensation must be less than your compensation for the year. Contributions of up to the maximum amount allowed by law, including catch-up contributions, if applicable, each may be made to your IRA and the spousal IRA if the combined compensation of you and your spouse is at least equal to the amount contributed. If requirements for deductibility (including income levels) are met, you will be able to deduct an amount equal to the least of (i) the amount contributed to the IRAs; (ii) twice the maximum amount allowed by law, including catch-up contributions, if applicable; or (iii) 100% of your combined gross income.

Contributions in excess of the contribution limits may be subject to penalty. See above under "Contributions and Deductions." If you contribute more than the allowable amount, the excess portion will be considered an excess contribution. The rules for correcting it are the same as discussed above for regular IRAs.

Other than the items mentioned in this section, all of the requirements generally applicable to IRAs are also applicable to IRAs established for non-working spouses.

ROLLOVER CONTRIBUTION

Once every year, you are permitted to withdraw any portion of the value of your IRA or SEP and reinvest it in another IRA or bond. Withdrawals may also be made from other IRAs and contributed to this contract. This transfer of funds from one IRA to another is called a "rollover" IRA. To qualify as a rollover contribution, the entire portion of the withdrawal must be reinvested in another IRA within 60 days after the date it is received. You will not be allowed a tax-deduction for the amount of any rollover contribution.

A similar type of rollover to an IRA can be made with the proceeds of a qualified distribution from a qualified retirement plan tax-sheltered annuity or government retirement plan. Properly made, such a distribution will not be taxable until you receive payments from the IRA created with it. You may later roll over such a contribution to another qualified retirement plan. (You may roll less than all of a qualified distribution into an IRA, but any part of it not rolled over will be currently includable in your income without any capital gains treatment.)

DISTRIBUTIONS

(A) PREMATURE DISTRIBUTIONS

At no time can your interest in your IRA or SEP be forfeited. To insure that your contributions will be used for retirement, the federal tax law does not permit you to use your IRA or SEP as security for a loan. Furthermore, as a general rule, you may not sell or assign your interest in your IRA or SEP to anyone. Use of an IRA (or SEP) as security or assignment of it to another will invalidate the entire annuity. It then will be includable in your income in the year it is invalidated and will be subject to a 10% tax penalty if you are not at least age 59-1/2 or totally disabled. (You may, however, assign your IRA or SEP without penalty to your former spouse in accordance with the terms of a divorce decree.)

You may surrender any portion of the value of your IRA (or SEP). In the case of a partial surrender which does not qualify as a rollover, the amount withdrawn will be includable in your income and subject to the 10% penalty if you are not at least age 59-1/2 or totally disabled unless you comply with special rules requiring distributions to be made at least annually over your life expectancy.

The 10% tax penalty does not apply to the withdrawal of an excess contribution as long as the excess is withdrawn before the due date of your tax return. Withdrawals of excess contributions after the due date of your tax return will generally be subject to the 10% penalty unless the excess contribution results from erroneous information from a plan trustee making an excess rollover contribution or unless you are over age 59-1/2 or are disabled.

(B) DISTRIBUTION AFTER AGE 59-1/2

Once you have attained age 59-1/2 (or have become totally disabled), you may elect to receive a distribution of your IRA (or SEP) regardless of when you actually retire. In addition, you must commence distributions from your IRA by April 1 following the year you attain age 70-1/2. You may elect to receive the distribution under any one of the periodic payment options available under the contract. The distributions from your IRA under any one of the periodic payment options or in one sum will be treated as ordinary income as you receive them to the degree that you have made deductible contributions. If you have made both deductible and nondeductible contributions, the portion of the distribution attributable to the nondeductible contribution will be tax-free.

(C) INADEQUATE DISTRIBUTIONS -- 50% TAX

Your IRA or SEP is intended to provide retirement benefits over your lifetime. Thus, federal tax law requires that you either (1) receive a lump-sum distribution of your IRA by April 1 of the year following the year in which you attain age 70-1/2 or (2) start to receive periodic payments by that date. If you elect to receive periodic payments, those payments must be sufficient to pay out the entire value of your IRA during your life expectancy (or over the joint life expectancies of you and your spouse/beneficiary. The calculation method is revised under the IRS proposed regulations for distributions beginning in 2002 and IRS final regulations are required to be used beginning in 2003. If the payments are not sufficient to meet these requirements, an excise tax of 50% will be imposed on the amount of any underpayment.

(D) DEATH BENEFITS

If you (or your surviving spouse) die before receiving the entire value of your IRA (or SEP), the remaining interest must be distributed to your beneficiary (or your surviving spouse's beneficiary) in one lump-sum by December 31st of the fifth year after your (or your surviving spouse's) death, or applied to purchase an immediate annuity for the beneficiary. This annuity must be payable over the life expectancy of the beneficiary by December 31st of the year following the year after your or your spouse's death. If your spouse is the designated beneficiary, he or she is treated as the owner of the IRA. If minimum required distributions have begun and no designated beneficiary is identified by December 31st of the year following the year of death, the entire amount must be distributed based on life expectancy of the owner using the owner's age prior to death. A distribution of the balance of your IRA upon your death will not be considered a gift for federal tax purposes, but will be included in your gross estate for purposes of federal estate taxes.

ROTH IRAs

Section 408A of the Tax Code permits eligible individuals to contribute to a type of IRA known as a "Roth IRA." Contributions may be made to a Roth IRA by taxpayers with adjusted gross incomes of less than $160,000 for married individuals filing jointly and less than $110,000 for single individuals. Married individuals filing separately are not eligible to contribute to a Roth IRA. The maximum amount of contributions allowable for any taxable year to all traditional IRAs maintained by an individual is generally the lesser of the maximum amount allowed by law and 100% of compensation for that year (the $2,000 limit is phased out for incomes between $150,000 and $160,000 for married and between $95,000 and $110,000 for singles). The contribution limit is reduced by the amount of any contributions made to a traditional IRA. Contributions to a Roth IRA are not deductible.

For taxpayers with adjusted gross income of $100,000 or less, all or part of amounts in a IRA may be converted, transferred or rolled over to a Roth IRA. Some or all of the IRA value will typically be includable in the taxpayer's gross income. If such a rollover, transfer or conversion occurred before January 1, 1999, the portion of the amount includable in gross income must be included in income ratably over the next four years beginning with the year in which the transaction occurred. Provided a rollover contribution meets the requirements of IRAs under Section 408(d)(3) of the Code, a rollover may be made from a Roth IRA to another Roth IRA.

UNDER SOME CIRCUMSTANCES, IT MAY NOT BE ADVISABLE TO ROLL OVER, TRANSFER OR CONVERT ALL OR PART OF A NON-ROTH IRA TO A ROTH IRA. PERSONS CONSIDERING A ROLLOVER, TRANSFER OR CONVERSION SHOULD CONSULT THEIR OWN TAX ADVISOR.

"Qualified distributions" from a Roth IRA are excludable from gross income. A "qualified distribution" is a distribution that satisfies two requirements: (1) the distribution must be made (a) after the owner of the IRA attains age 59-1/2;
(b) after the owner's death; (c) due to the owner's disability; or (d) for a qualified first time homebuyer distribution within the meaning of Section 72(t)(2)(F) of the Code; and (2) the distribution must be made in the year that is at least five years tax after the first year for which a contribution was made to any Roth IRA established for the owner or five years after a rollover, transfer, or conversion was made from a traditional IRA to a Roth IRA. Distributions from a Roth IRA that are not qualified distributions will be treated as made first from contributions and then from earnings, and taxed generally in the same manner as distributions from a traditional IRA.

Distributions from a Roth IRA need not commence at age 70-1/2. However, if the owner dies before the entire interest in a Roth IRA is distributed, any remaining interest in the contract must be distributed under the same rules applied to traditional IRAs where death occurs before the required beginning date.

REPORTING TO THE IRS

Whenever you are liable for one of the penalty taxes discussed above (6% for excess contributions, 10% for premature distributions or 50% for underpayments), you must file Form 5329 with the Internal Revenue Service. The form is to be attached to your federal income tax return for the tax year in which the penalty applies. Normal contributions and distributions must be shown on your income tax return for the year to which they relate.