

**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.



**STRATEGIC PARTNERS<sup>SM</sup> SELECT VARIABLE ANNUITY**  
**PROSPECTUS: MAY 1, 2007**

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This Prospectus describes an Individual Variable Annuity Contract offered by Pruco Life Insurance Company (Pruco Life) and the Pruco Life Flexible Premium Variable Annuity Account. Pruco Life offers several different Annuities which your representative may be authorized to offer to you. Each Annuity has different features and benefits that may be appropriate for you based on your financial situation, your age and how you intend to use the Annuity. The different features and benefits include variations in Death Benefit Protection and the ability to access your Annuity's Contract Value. The fees and charges under the Annuity Contract and the compensation paid to your representative may also be different among each Annuity. If you are purchasing the contract as a replacement for existing Variable Annuity or Variable Life Coverage, you should consider, among other things, any surrender or penalty charges you may incur when replacing your existing coverage. Pruco Life is a wholly-owned subsidiary of The Prudential Insurance Company of America.

**THE FUNDS**

Strategic Partners Select offers a wide variety of investment choices, including variable investment options that invest in underlying mutual funds. Currently, portfolios within the following underlying mutual funds are being offered: The Prudential Series Fund, Advanced Series Trust (formerly named American Skandia Trust), Gartmore Variable Insurance Trust, and Janus Aspen Series (see next page for list of each portfolio currently offered).

**PLEASE READ THIS PROSPECTUS**

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

**TO LEARN MORE ABOUT STRATEGIC PARTNERS SELECT**

To learn more about the Strategic Partners Select variable annuity, you can request a copy of the Statement of Additional Information (SAI) dated May 1, 2007. The SAI has been filed with the Securities and Exchange Commission (SEC) and is legally a part of this prospectus. Pruco Life also files other reports with the SEC. All of these filings can be reviewed and copied at the SEC's offices, and can also be obtained from the SEC's Public Reference Section, 100 F Street, N.E., Washington, D.C. 20549. (See SEC file numbers 333-52754 and 33-61143.) You may obtain information on the operation of the Public Reference Room by calling the SEC at (202) 551-8090. The SEC also maintains a Web site (<http://www.sec.gov>) that contains the Strategic Partners Select SAI, material incorporated by reference, and other information regarding registrants that file electronically with the SEC. The Table of Contents of the SAI is set forth in Section 9 of this prospectus.

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

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

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

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### **The Prudential Series Fund**

Jennison Portfolio  
Equity Portfolio  
Global Portfolio  
Money Market Portfolio  
Stock Index Portfolio  
Value Portfolio  
SP Aggressive Growth Asset Allocation Portfolio  
SP Balanced Asset Allocation Portfolio  
SP Conservative Asset Allocation Portfolio  
SP Growth Asset Allocation Portfolio  
SP AIM Core Equity Portfolio  
SP Davis Value Portfolio  
SP International Growth Portfolio  
SP International Value Portfolio  
SP Mid Cap Growth Portfolio  
SP PIMCO High Yield Portfolio  
SP PIMCO Total Return Portfolio  
SP Prudential U.S. Emerging Growth Portfolio  
SP Small Cap Growth Portfolio  
SP Small-Cap Value Portfolio  
SP Strategic Partners Focused Growth Portfolio  
SP T. Rowe Price Large-Cap Growth Portfolio

### **Advanced Series Trust**

AST Advanced Strategies Portfolio  
AST Aggressive Asset Allocation Portfolio  
AST AllianceBernstein Core Value Portfolio  
AST AllianceBernstein Growth & Income Portfolio  
AST AllianceBernstein Managed Index 500 Portfolio  
AST American Century Income & Growth Portfolio  
AST American Century Strategic Allocation Portfolio  
AST Balanced Asset Allocation Portfolio  
AST Capital Growth Asset Allocation Portfolio

AST Cohen & Steers Realty Portfolio  
AST Conservative Asset Allocation Portfolio  
AST DeAM Large-Cap Value Portfolio  
AST DeAM Small-Cap Value Portfolio  
AST Federated Aggressive Growth Portfolio  
AST First Trust Balanced Target Portfolio  
AST First Trust Capital Appreciation Target Portfolio  
AST Goldman Sachs Concentrated Growth Portfolio  
AST Goldman Sachs Mid-Cap Growth Portfolio  
AST High Yield Portfolio  
AST JPMorgan International Equity Portfolio  
AST Large-Cap Value Portfolio  
AST Lord Abbett Bond-Debenture Portfolio  
AST Marsico Capital Growth Portfolio  
AST MFS Global Equity Portfolio  
AST MFS Growth Portfolio  
AST Mid Cap Value Portfolio  
AST Neuberger Berman Mid-Cap Growth Portfolio  
AST Neuberger Berman Mid-Cap Value Portfolio  
AST Neuberger Berman Small-Cap Growth Portfolio  
AST PIMCO Limited Maturity Bond Portfolio  
AST Preservation Asset Allocation Portfolio  
AST Small-Cap Value Portfolio  
AST T. Rowe Price Asset Allocation Portfolio  
AST T. Rowe Price Global Bond Portfolio  
AST T. Rowe Price Natural Resources Portfolio  
AST UBS Dynamic Alpha Portfolio

### **Gartmore Variable Insurance Trust**

GVIT Developing Markets Fund

### **Janus Aspen Series**

Large Cap Growth Portfolio — Service Shares

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Contract described herein is no longer available for sale.

# PART I SUMMARY

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STRATEGIC PARTNERS SELECT PROSPECTUS

Contract described herein is no longer available for sale.

## PART I: STRATEGIC PARTNERS SELECT PROSPECTUS SUMMARY

### GLOSSARY

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

#### **Accumulation Phase**

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

#### **Adjusted Contract Value**

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

#### **Annuitant**

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

Generally, if an annuity is owned by an entity and the entity has named a co-annuitant, the co-annuitant will become the annuitant upon the death of the annuitant, and no death benefit is payable. If a Custodial Account elects to receive the Death Benefit, the Contract Value as of the date of due proof of death of the annuitant will reflect the amount that would have been payable had a death benefit been paid. Unless we agree otherwise, the contract is eligible to have a co-annuitant designation only if the entity that owns the contract is (1) a plan described in Internal Revenue Code Section 72(s)(5)(A)(i) (or any successor Code section thereto); or (2) a custodial account established pursuant to the provisions in Code Section 408(a), (or any successor Code sections thereto) ("Custodial Account").

Where the contract is held by a Custodial Account, the co-annuitant will not automatically become the annuitant upon the death of the annuitant. Upon the death of the annuitant, the Custodial Account will have the choice, subject to our rules, to either elect to receive the death benefit or elect to continue the contract.

#### **Annuity Date**

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

#### **Beneficiary**

The person(s) or entity you have chosen to receive a death benefit when the sole or last surviving annuitant dies.

#### **Business Day**

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

#### **Cash Value**

This is the total value of your contract adjusted by any market value adjustment, minus any withdrawal charge(s) or administrative charge.

#### **Co-Annuitant**

The person shown on the contract data pages who becomes the annuitant (if eligible) upon the death of the annuitant if the contract's requirement for changing the annuity date are met.

#### **Contract Date**

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

**Contract Owner, Owner or You**

The person entitled to the ownership rights under the contract.

**Contract Value**

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

**Death Benefit**

If a death benefit is payable, the beneficiary you designate will receive, at a minimum, the current Contract Value as of the date that proof of death is received, or a potentially greater amount related to market appreciation. See Section 4, "What Is The Death Benefit?"

**Good Order**

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

**Guaranteed Minimum Death Benefit (GMDB)**

A feature available for an additional charge, which guarantees that the death benefit that the beneficiary receives will be no less than a certain GMDB protected value.

**Income Options**

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

**Interest Cell**

The segment of the interest-rate option that is established whenever you allocate or transfer money into an interest-rate option.

**Interest-Rate Option**

An investment option that offers a fixed-rate of interest for a one-year period (fixed-rate option) or a seven-year period (market value adjustment option).

**Invested Purchase Payments**

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

**Joint Owner**

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

**Market Value Adjustment**

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

**Market Value Adjustment Option**

This investment option offers a specified guarantee period and pays a fixed rate of interest. We impose a market value adjustment on withdrawals that you make from this option prior to the end of a guarantee period.

**Prudential Annuity Service Center**

For general correspondence: P.O. Box 7960, Philadelphia, PA 19176. For express overnight mail: 2101 Welsh Road, Dresher, PA 19025. The phone number is (888) PRU-2888. Prudential's Web site is [www.prudential.com](http://www.prudential.com).

**Purchase Payments**

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

**Separate Account**

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



## **GLOSSARY** *continued*

### **Statement of Additional Information**

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

### **Tax Deferral**

This is a way to increase your assets without currently being taxed. Generally, you do not pay taxes on your contract earnings until you take money out of your contract. You should be aware that tax favored plans (such as IRAs) already provide tax deferral regardless of whether they invest in annuity contracts. See Section 8, “What Are The Tax Considerations Associated With The Strategic Partners Select Contract?”

### **Variable Investment Option**

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

Contract described herein is no longer available for sale.

## SUMMARY OF SECTIONS 1–9

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

### SECTION 1

#### **What Is The Strategic Partners Select Variable Annuity?**

This variable annuity contract, offered by Pruco Life, is a contract between you, as the owner, and us, the insurance company, Pruco Life Insurance Company (Pruco Life, we or us). The contract allows you to invest on a tax-deferred basis in one or more variable investment options. There are also two interest-rate options which are available in most states, the fixed-rate option and the market value adjustment option. The contract is intended for retirement savings or other long-term investment purposes and provides for a death benefit and guaranteed income options.

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

The interest-rate options offer an interest rate that is guaranteed. While your money is in the fixed-rate option or if your money remains in the market value adjustment option for a full seven-year period, your principal amount is guaranteed and the minimum interest amount that your money will earn is dictated by applicable state law. Payments allocated to the fixed-rate option become part of Pruco Life's general assets. Payments allocated to the market value adjustment option are held as a separate pool of assets, but the income, gains or losses resulting from these assets are not credited or charged against the contracts. As a result, the strength of our guarantees under these interest-rate options are based on the overall financial strength of Pruco Life.

You can invest your money in any or all of the variable investment options and the interest-rate options. You are allowed 12 transfers each contract year among the investment options, without a charge. There are certain restrictions on transfers involving the interest-rate options.

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

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

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

### SECTION 2

#### **What Investment Options Can I Choose?**

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

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

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

### SECTION 3

#### **What Kind Of Payments Will I Receive During The Income Phase? (Annuitization)**

If you want to receive regular income from your annuity, you can choose one of several options, including guaranteed payments for the annuitant's lifetime. Generally, once you begin receiving regular payments, you cannot change your payment plan.

## **SUMMARY OF SECTIONS 1–9 *continued***

### **SECTION 4**

#### **What Is The Death Benefit?**

If the sole or last surviving annuitant dies during the accumulation phase, the designated person(s) or the beneficiary will receive, at a minimum, the current value of the contract.

### **SECTION 5**

#### **How Can I Purchase A Strategic Partners Select Annuity Contract?**

You can purchase this contract, unless we agree otherwise and subject to our rules, with a minimum initial purchase payment of \$10,000. You must get our prior approval for any initial and additional purchase payment of \$1,000,000 or more, unless we are prohibited under applicable state law from insisting on such prior approval. Generally, you can make additional purchase payments of \$500 or more at any time during the accumulation phase of the contract. Your representative can help you fill out the proper forms.

You may purchase this contract only if the annuitant and co-annuitant are age 85 or younger (69 for qualified contracts unless a minimum distribution option is elected, in which case the annuitant and co-annuitant may be age 80 or younger) on the contract date. Certain age limits apply to certain features and benefits described herein.

### **SECTION 6**

#### **What Are The Expenses Associated With The Strategic Partners Select Contract?**

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

Each year we deduct a \$30 contract maintenance charge if your Contract Value is less than \$50,000. For insurance and administrative costs, we also deduct an annual charge of 1.52% of the average daily value of all assets allocated to the variable investment options. This charge is not assessed against amounts allocated to the interest-rate investment options.

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

There are also expenses associated with the mutual funds. For 2006, the fees of these funds ranged from 0.37% to 1.19% annually. For certain funds, expenses are reduced pursuant to expense waivers and comparable arrangements. In general, these expense waivers and comparable arrangements are not guaranteed, and may be terminated at any time.

During the accumulation phase, if you withdraw money less than seven years after the contract date, you may have to pay a withdrawal charge on all or part of the withdrawal. This charge ranges from 1-7%.

For more information, including details about other possible charges under the contract, see “Summary Of Contract Expenses” and Section 6, “What Are The Expenses Associated With The Strategic Partners Select Contract?”

### **SECTION 7**

#### **How Can I Access My Money?**

You may withdraw money at any time during the accumulation phase. You may, however, be subject to income tax and, if you make a withdrawal prior to age 59½, an additional tax penalty as well. Each year, you may withdraw up to 10% of your total purchase payments without charge. Withdrawals greater than 10% of your purchase payments will be subject to a withdrawal charge. We may impose a withdrawal charge ranging from 1-7%, which decreases 1% each year. Thereafter, there is no charge for a withdrawal. A market value adjustment may also apply.

### **SECTION 8**

#### **What Are The Tax Considerations Associated With The Strategic Partners Select Contract?**

Your earnings are generally not taxed until withdrawn. If you withdraw money during the accumulation phase, earnings are withdrawn first and are taxed as ordinary income. If you are younger than age 59½ when you take money out, you may be charged a 10% federal tax penalty on the earnings in addition to ordinary taxation. A portion of the payments you receive during the income phase is considered a partial return of your original investment and therefore will not be taxable as income. Generally, all amounts withdrawn from an Individual Retirement Annuity (IRA) contract (excluding Roth IRAs) are taxable and subject to the 10% penalty if withdrawn prior to age 59½.

## SECTION 9

### Other Information

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

### RISK FACTORS

There are various risks associated with an investment in the market value adjustment option that we summarize below.

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

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

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

## SUMMARY OF CONTRACT EXPENSES

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

For more detailed information, including additional information about current and maximum charges, see Section 6, "What Are The Expenses Associated With The Strategic Partners Select Contract?" The individual fund prospectuses contain detailed expense information about the underlying mutual funds.

CONTRACTOWNER TRANSACTION EXPENSES	
<b>Withdrawal Charge<sup>1</sup></b>	
During contract year 1	7%
During contract year 2	6%
During contract year 3	5%
During contract year 4	4%
During contract year 5	3%
During contract year 6	2%
During contract year 7	1%
<b>Charge for Premium Tax Imposed on us by Certain States/Jurisdictions:</b>	
Up to 3.5% of Contract Value	
<b>Maximum Transfer Fee<sup>2</sup></b>	
Each transfer after 12	\$25.00
Each transfer after 20 (Beneficiary Continuation Option only)	\$10.00

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

PERIODIC ACCOUNT EXPENSES	
<b>Maximum Annual Contract Fee<sup>3</sup></b>	\$30.00
<b>Insurance and Administrative Expenses</b> (As a Percentage of Average Contract Value in Variable Investment Options)	
<b>Mortality and Expense Risk:</b>	1.37%
<b>Administrative Fee:</b>	0.15%
<b>Total:</b>	1.52%
<b>Settlement Service Charge<sup>4</sup></b> (if the Contract Owner's beneficiary elects the Beneficiary Continuation Option)	1.00%

- 1: As of the beginning of the contract year, you may withdraw up to 10% of the total purchase payments plus any charge-free amount carried over from the previous contract year without charge. There is no withdrawal charge on any withdrawals made under the critical care option (see section 6) or on any amount used to provide income under the Life Annuity with 120 payments (10 years) certain option. (See Section 3). Withdrawal charges are waived when a death benefit is paid due to the death of an Annuitant.
- 2: You will not be charged for transfers made in connection with dollar cost averaging and auto-rebalancing.
- 3: This fee is not charged if the value of your contract is \$50,000 or more, or if the withdrawals are made under the critical care access option. This is a single fee that we assess (a) annually or (b) upon a full withdrawal made on a date other than a contract anniversary. For beneficiaries who elect the Beneficiary Continuation Option, the annual contract fee is equal to the lesser of \$30 or 2% of Contract Value if the Contract Value is less than \$25,000 at the time the fee is assessed. The fee will not apply if it is assessed 30 days prior to a surrender request.
- 4: The other Insurance and Administrative Expense charges do not apply if you are a beneficiary under the Beneficiary Continuation Option. Instead, the Settlement Service Charge set forth here applies, if your beneficiary elects the Beneficiary Continuation Option. The 1.00% charge is an annual charge that is assessed daily against the assets in the variable investment options.

## TOTAL ANNUAL MUTUAL FUND OPERATING EXPENSES

The next item shows the minimum and maximum total operating expenses (expenses that are deducted from underlying mutual fund assets, including management fees, distribution and/or service (12b-1) fees, and other expenses) charged by the underlying mutual funds that you may pay periodically during the time that you own the contract. More detail concerning each underlying mutual fund's fees and expenses is contained below and in the prospectus for each underlying mutual fund. The minimum and maximum total operating expenses depicted below are based on historical fund expenses for the year ended December 31, 2006. Fund expenses are not fixed or guaranteed by the Strategic Partners Select contract, and may vary from year to year.

	MINIMUM	MAXIMUM
Total Annual Underlying Mutual Fund Operating Expenses*	0.37%	1.19%

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

UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES					
(as a percentage of the average net assets of the underlying Portfolios)					
UNDERLYING PORTFOLIOS	For the year ended December 31, 2006				
	Management Fee	Other Expenses <sup>3</sup>	12b-1 Fee	Acquired Portfolio Fees & Expenses <sup>1</sup>	Total Annual Portfolio Operating Expenses <sup>2</sup>
<b>Prudential Series Fund</b>					
Equity Portfolio	0.45%	0.02%	0.00%	0.00%	0.47%
Global Portfolio	0.75%	0.09%	0.00%	0.00%	0.84%
Jennison Portfolio	0.60%	0.03%	0.00%	0.00%	0.63%
Money Market Portfolio	0.40%	0.03%	0.00%	0.00%	0.43%
Stock Index Portfolio <sup>4</sup>	0.35%	0.02%	0.00%	0.00%	0.37%
Value Portfolio	0.40%	0.03%	0.00%	0.00%	0.43%
SP Aggressive Growth Asset Allocation Portfolio	0.05%	0.07%	0.00%	0.86%	0.98%
SP Balanced Asset Allocation Portfolio	0.05%	0.01%	0.00%	0.77%	0.83%
SP Conservative Asset Allocation Portfolio	0.05%	0.02%	0.00%	0.72%	0.79%
SP Growth Asset Allocation Portfolio	0.05%	0.01%	0.00%	0.81%	0.87%
SP AIM Core Equity Portfolio	0.85%	0.44%	0.00%	0.00%	1.29%
SP Davis Value Portfolio	0.75%	0.06%	0.00%	0.00%	0.81%
SP International Growth Portfolio <sup>5</sup>	0.85%	0.12%	0.00%	0.00%	0.97%
SP International Value Portfolio <sup>6</sup>	0.90%	0.09%	0.00%	0.00%	0.99%
SP Mid Cap Growth Portfolio	0.80%	0.11%	0.00%	0.00%	0.91%
SP PIMCO High Yield Portfolio	0.60%	0.10%	0.00%	0.00%	0.70%
SP PIMCO Total Return Portfolio	0.60%	0.06%	0.00%	0.00%	0.66%
SP Prudential U.S. Emerging Growth Portfolio	0.60%	0.07%	0.00%	0.00%	0.67%
SP Small Cap Growth Portfolio	0.95%	0.19%	0.00%	0.00%	1.14%
SP Small Cap Value Portfolio	0.90%	0.06%	0.00%	0.00%	0.96%
SP Strategic Partners Focused Growth Portfolio	0.90%	0.26%	0.00%	0.00%	1.16%
SP T. Rowe Price Large Cap Growth Portfolio	0.90%	0.29%	0.00%	0.00%	1.19%
<b>Advanced Series Trust <sup>7,8</sup></b>					
AST JPMorgan International Equity Portfolio	0.87%	0.16%	0.00%	0.00%	1.03%
AST MFS Global Equity Portfolio	1.00%	0.25%	0.00%	0.00%	1.25%
AST Small-Cap Value Portfolio	0.90%	0.18%	0.00%	0.00%	1.08%
AST Neuberger Berman Small-Cap Growth Portfolio <sup>9</sup>	0.95%	0.16%	0.00%	0.00%	1.11%
AST Federated Aggressive Growth Portfolio	0.95%	0.14%	0.00%	0.00%	1.09%
AST DeAM Small-Cap Value Portfolio	0.95%	0.23%	0.00%	0.00%	1.18%
AST Goldman Sachs Mid-Cap Growth Portfolio	1.00%	0.15%	0.00%	0.00%	1.15%
AST Neuberger Berman Mid-Cap Growth Portfolio	0.90%	0.14%	0.00%	0.00%	1.04%
AST Neuberger Berman Mid-Cap Value Portfolio	0.89%	0.11%	0.00%	0.00%	1.00%
AST Mid-Cap Value Portfolio	0.95%	0.21%	0.00%	0.00%	1.16%
AST MFS Growth Portfolio	0.90%	0.13%	0.00%	0.00%	1.03%
AST Marsico Capital Growth Portfolio	0.90%	0.11%	0.00%	0.00%	1.01%

## UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

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

UNDERLYING PORTFOLIOS	For the year ended December 31, 2006				
	Management Fee	Other Expenses <sup>3</sup>	12b-1 Fee	Acquired Portfolio Fees & Expenses <sup>1</sup>	Total Annual Portfolio Operating Expenses <sup>2</sup>
AST Goldman Sachs Concentrated Growth Portfolio	0.90%	0.13%	0.00%	0.00%	1.03%
AST DeAM Large-Cap Value Portfolio	0.85%	0.15%	0.00%	0.00%	1.00%
AST Large-Cap Value Portfolio	0.75%	0.11%	0.00%	0.00%	0.86%
AST AllianceBernstein Core Value Portfolio	0.75%	0.14%	0.00%	0.00%	0.89%
AST AllianceBernstein Managed Index 500 Portfolio	0.60%	0.14%	0.00%	0.00%	0.74%
AST American Century Income & Growth Portfolio	0.75%	0.15%	0.00%	0.00%	0.90%
AST AllianceBernstein Growth & Income Portfolio	0.75%	0.11%	0.00%	0.00%	0.86%
AST Cohen & Steers Realty Portfolio	1.00%	0.13%	0.00%	0.00%	1.13%
AST T. Rowe Price Natural Resources Portfolio	0.90%	0.13%	0.00%	0.00%	1.03%
AST American Century Strategic Allocation Portfolio <sup>10</sup>	0.85%	0.21%	0.00%	0.00%	1.06%
AST Advanced Strategies Portfolio	0.85%	0.24%	0.00%	0.00%	1.09%
AST T. Rowe Price Asset Allocation Portfolio	0.85%	0.14%	0.00%	0.00%	0.99%
AST UBS Dynamic Alpha Portfolio <sup>11</sup>	1.00%	0.21%	0.00%	0.00%	1.21%
AST First Trust Balanced Target Portfolio	0.85%	0.21%	0.00%	0.00%	1.06%
AST First Trust Capital Appreciation Target Portfolio	0.85%	0.19%	0.00%	0.00%	1.04%
AST Aggressive Asset Allocation Portfolio	0.15%	0.05%	0.00%	0.99%	1.19%
AST Capital Growth Asset Allocation Portfolio	0.15%	0.02%	0.00%	0.95%	1.12%
AST Balanced Asset Allocation Portfolio	0.15%	0.02%	0.00%	0.90%	1.07%
AST Conservative Asset Allocation Portfolio	0.15%	0.04%	0.00%	0.89%	1.08%
AST Preservation Asset Allocation Portfolio	0.15%	0.08%	0.00%	0.82%	1.05%
AST T. Rowe Price Global Bond Portfolio	0.80%	0.16%	0.00%	0.00%	0.96%
AST High Yield Portfolio <sup>12</sup>	0.75%	0.15%	0.00%	0.00%	0.90%
AST Lord Abbett Bond-Debenture Portfolio	0.80%	0.14%	0.00%	0.00%	0.94%
AST PIMCO Limited Maturity Bond Portfolio	0.65%	0.12%	0.00%	0.00%	0.77%
<b>Gartmore Variable Insurance Trust</b>					
GVIT Developing Markets <sup>13</sup>	1.05%	0.35%	0.25%	0.00%	1.65%
<b>Janus Aspen Series</b>					
Large Cap Growth Portfolio—Service Shares	0.64%	0.05%	0.25%	0.00%	0.94%

1 Each Asset Allocation Portfolio invests in shares of other Portfolios of the Fund and the Advanced Series Trust (the Acquired Portfolios). In addition, each Portfolio may invest otherwise uninvested cash in the Dryden Core Investment Fund (Money Market and/or Short-Term Bond Series).

Investors in an Asset Allocation Portfolio or other Portfolio indirectly bear the fees and expenses of the Acquired Portfolios and/or Dryden Core Investment Fund. The expenses shown in the column “Acquired Portfolio Fees and Expenses” represent a weighted average of the expense ratios of the Acquired Portfolios and/or Dryden Core Investment Fund, in which the Asset Allocation Portfolios or other Portfolios invested during the year ended December 31, 2006. The Asset Allocation Portfolios do not pay any transaction fees when they purchase and redeem shares of the Acquired Portfolios.

Where “Acquired Portfolio Fees and Expenses” are less than 0.01%, such expenses are included in the column titled “Other Expenses.” This may cause the Total Annual Portfolio Operating Expenses to differ from those set forth in the Financial Highlights tables of the respective Portfolios.

Effective March 1, 2007, each of the Asset Allocation Portfolios became responsible for the payment of its own “Other Expenses,” including, without limitation, custodian fees, legal fees, trustee fees and audit fees, in accordance with the terms of the management agreement. Prior to that time, Prudential Investments LLC or an affiliate paid the “other expenses” of the Asset Allocation Portfolios. The table reflects an annualized estimate of the “Other Expenses” of the Asset Allocation Portfolios for the year ended December 31, 2006 had the current arrangement been in place during that year.

2 Prudential Investments LLC has voluntarily agreed to waive a portion of its management fee and/or limit total expenses (expressed as an annual percentage of average daily net assets) for certain Portfolios of the Fund. These arrangements, which are set forth as follows, may be discontinued or otherwise modified at any time. Equity Portfolio: 0.75%; Jennison Portfolio: 0.75%; Money Market Portfolio: 0.75%; Stock Index Portfolio: 0.75%; Value Portfolio: 0.75%; SP AIM Core Equity Portfolio: 1.00%; SP International Value Portfolio: 1.00%; SP International Growth Portfolio: 1.24%; SP Mid Cap Growth Portfolio: 1.00%; SP PIMCO High Yield Portfolio: 0.82%; SP PIMCO Total Return Portfolio: 0.76%; SP Small Cap Growth Portfolio: 1.15%; SP Small Cap Value Portfolio: 1.05%; SP T. Rowe Price Large Cap Growth Portfolio: 1.06%.

3 As noted above, shares of the Portfolios generally are purchased through variable insurance products. Many of the Portfolios and/or their investment advisers and/or distributors have entered into arrangements with us as the issuer of each Annuity under which they compensate us for providing ongoing services in lieu of the Trust providing such services. Amounts paid by a Portfolio under those arrangements are included under “Other Expenses.” For more information see the prospectus for each underlying portfolio and Variable Investment Options in this section.

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



- 5 Effective November 13, 2006, Marsico Capital Management, LLC was added as a Sub-advisor to the Portfolio. Prior to November 13, 2006, William Blair & Company, LLC served as the sole Sub-advisor of the Portfolio, then named the "SP William Blair International Growth Portfolio."
- 6 Effective November 13, 2006, Thornburg Investment Management, Inc. was added as a Sub-advisor to the Portfolio. Prior to November 13, 2006, Thornburg Investment Management, Inc. served as the sole Sub-advisor of the Portfolio, then named the "SP LSV International Value Portfolio."
- 7 The AST Aggressive Asset Allocation, the AST Balanced Asset Allocation, the AST Capital Growth Asset Allocation, the AST Conservative Asset Allocation and the AST Preservation Asset Allocation Portfolios (the "Dynamic Asset Allocation Portfolios") each invest in other investment companies (the Acquired Portfolios). For example, each Dynamic Asset Allocation Portfolio invests in shares of other Portfolios of the Advanced Series Trust, and some Portfolios invest in other funds, including the Dryden Core Investment Fund. Investors in a Portfolio indirectly bear the fees and expenses of the Acquired Portfolios. The expenses shown in the column "Acquired Portfolio Fees and Expenses" represent a weighted average of the expense ratios of the Acquired Portfolios in which each Dynamic Asset Allocation Portfolio invested during the year ended December 31, 2006. The Dynamic Asset Allocation Portfolios do not pay any transaction fees when they purchase or redeem shares of the Acquired Portfolios. Where "Acquired Portfolio Fees and Expenses" are less than 0.01%, such expenses are included in the column titled "Other Expenses." This may cause the Total Annual Portfolio Operating Expenses to differ from those set forth in the Financial Highlights tables in the prospectus for the Portfolios.
- 8 The total actual operating expenses for certain of the Portfolios listed above for the year ended December 31, 2006 were less than the amounts shown in the table above, due to fee waivers, reimbursement of expenses, and expense offset arrangements ("Arrangements"). These Arrangements are voluntary and may be terminated at any time. In addition, the Arrangements may be modified periodically. For more information regarding the Arrangements, please see the Prospectus and Statement of Additional Information for the Portfolios.
- 9 Effective May 1, 2007, Neuberger Berman Management, Inc. became Sub-advisor to the Portfolio. Prior to May 1, 2007, Deutsche Asset Management, Inc. served as Sub-advisor of the Portfolio, then named the "AST DeAM Small-Cap Growth Portfolio."
- 10 Prior to May 1, 2007 the Portfolio was named the "AST American Century Strategic Balanced Portfolio."
- 11 Prior to May 1, 2007 the Portfolio was named the "AST Global Allocation Portfolio." Expenses shown are the annualized estimated operating expense for AST UBS Dynamic Alpha Portfolio effective May 1, 2007. Operating expenses for the AST Global Allocation Portfolio based upon the year ended December 31, 2006 would be as follows: Shareholder Fees (fees paid directly from your investment) – None; Management Fees – .10%; Distribution (12b-1) Fees – None; Other Expenses – .09%; Acquired Portfolio Fees & Expenses – .88%; Total Annual Portfolio Operating Expenses – 1.07%.
- 12 Effective June 16, 2006, Goldman Sachs Asset Management L.P. no longer serves as a Co-Sub-advisor to the Portfolio.
- 13 Effective January 1, 2006, the management fee was lowered by 0.10% to the base fee described above. Beginning January 1, 2007, the management fee may be adjusted, on a quarterly basis, upward or downward depending on the Fund's performance relative to its benchmark, the MSCI Emerging Markets Free Index. As a result, beginning January 1, 2007, if the management fee were calculated taking into account the current base fee (as stated in the table above) and the maximum performance fee adjustment of 0.10% (+/-), the management fee could range from 0.95% at its lowest to 1.15% at its highest.



## EXPENSE EXAMPLES

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

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

### Example 1: If You Withdraw Your Assets

Example 1 assumes that:

- You invest \$10,000 in Strategic Partners Select;
- You allocate all of your assets to the variable investment option having the maximum total operating expenses;
- You withdraw all your assets at the end of the time period indicated;
- Your investment has a 5% return each year; and
- The mutual fund's total operating expenses remain the same each year.

### Example 2: If You Do Not Withdraw Your Assets

Example 2 assumes that:

- You invest \$10,000 in Strategic Partners Select;
- You allocate all of your assets to the variable investment option having the maximum total operating expenses;
- You DO NOT WITHDRAW any of your assets at the end of the time period indicated;
- Your investment has a 5% return each year; and
- The mutual fund's total operating expenses remain the same each year.

### Notes for Expense Examples:

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

Note that withdrawal charges (which are reflected in Example 1) are assessed in connection with some annuity options, but not others.

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

If your Contract Value is less than \$50,000, on your contract anniversary (or upon a surrender), we deduct a \$30 fee. The examples use an average annual contract fee, which we calculated based on our estimate of the total contract fees we expect to collect in 2007. Your actual fees will vary based on the amount of your contract and your specific allocation(s).

Premium taxes are not reflected in the examples. We deduct a charge to approximate premium taxes that may be imposed on us in your state. This charge is generally deducted from the amount applied to an annuity payout option.

The table of accumulation unit values appears in the appendix to this prospectus.

Example 1:				Example 2:			
If you withdraw your assets				If you do not withdraw your assets			
1 yr	3 yrs	5 yrs	10 yrs	1 yr	3 yrs	5 yrs	10 yrs
\$980	\$1,515	\$2,073	\$3,747	\$350	\$1,065	\$1,803	\$3,747

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Contract described herein is no longer available for sale.

# PART II SECTIONS 1–9

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STRATEGIC PARTNERS SELECT PROSPECTUS

Contract described herein is no longer available for sale.

# 1: WHAT IS THE STRATEGIC PARTNERS SELECT VARIABLE ANNUITY?

The Strategic Partners Select Variable Annuity is a contract between you, the owner, and us, the insurance company, Pruco Life Insurance Company (Pruco Life, we or us).

Under our contract or agreement, in exchange for your payment to us, we promise to pay you a guaranteed income stream that can begin any time after the first contract anniversary. (Maryland residents must wait until the end of the seventh contract year.) Your annuity is in the accumulation phase until you decide to begin receiving annuity payments. The date you begin receiving annuity payments is the annuity date. On the annuity date, your contract switches to the income phase.

This annuity contract benefits from tax deferral when it is sold outside a tax-favored plan (generally called a non-qualified annuity). Tax deferral means that you are not taxed on earnings or appreciation on the assets in your contract until you withdraw money from your contract.

If you purchase the annuity contract in a tax-favored plan such as an IRA, that plan generally provides tax deferral even without investing in an annuity contract. In other words, you need not purchase this contract to gain the preferential tax treatment provided by your retirement plan. Therefore, before purchasing an annuity in a tax-favored plan, you should consider whether its features and benefits beyond tax deferral, including the death benefit and income benefits, meet your needs and goals. You should consider the relative features, benefits and costs of this annuity compared with any other investment that you may use in connection with your retirement plan or arrangement.

Strategic Partners Select is a variable annuity contract. This means that during the accumulation phase, you can allocate your assets among the variable investment options as well as guaranteed interest-rate options. (If you live in Maryland, Oregon or Washington, the market value adjustment option is not available to you.) 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 underlying mutual fund associated with that variable investment option.

Because the underlying mutual funds' portfolios fluctuate in value depending upon market conditions, your Contract Value can either increase or decrease. This is important, since the amount of the annuity payments you receive during the income phase depends upon the value of your contract at the time you begin receiving payments.

As mentioned above, Strategic Partners Select also offers interest-rate options: a fixed-rate option and a market value adjustment option. The fixed-rate option offers an interest rate that is guaranteed by us for one year and will not be less than the minimum interest rate dictated by applicable state law. The market value adjustment option guarantees a stated interest rate, generally higher than the fixed-rate option. However, in order to get the full benefit of the stated interest rate, assets in this option must be held for a seven-year period.

As the owner of the contract, you have all of the decision-making rights under the contract. You will also be the annuitant unless you designate someone else. The annuitant(s) is the person upon whose death during the accumulation phase, the death benefit is payable. 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 the amount of these payments and how long (if applicable) the payments will continue once the annuity phase begins. On or after the annuity date, the annuitant may not be changed.

The beneficiary is the person(s) or entity you designate to receive any death benefit. You may change the beneficiary any time prior to the annuity date by making a written request to us.

## SHORT TERM CANCELLATION RIGHT OR "FREE LOOK"

If you change your mind about owning Strategic Partners Select, you may cancel your contract within 10 days after receiving it (or whatever period is required by applicable law). You can request a refund by returning the contract either to the representative who sold it to you, or to the Prudential Annuity Service Center at the address shown on the first page of this prospectus. You will receive, depending on applicable state law:

- Your full purchase payment, less any applicable federal and state income tax withholding; or
- The amount your contract is worth as of the day we receive your request, less any applicable federal and state income tax withholding. This amount may be more or less than your original payment. We impose neither a withdrawal charge nor any market value adjustment if you cancel your contract under this provision.

To the extent dictated by state law, we will include in your refund the amount of any fees and charges that we deducted.

## 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE?

The contract gives you the choice of allocating your purchase payments to any of the variable investment options, and fixed interest-rate options.

The variable investment options invest in underlying mutual funds managed by leading investment advisers. These underlying mutual funds may sell their shares to both variable annuity and variable life separate accounts of different insurance companies, which could create the kinds of risks that are described in more detail in the current prospectus for the underlying mutual fund. The current prospectuses for the underlying mutual funds also contain important information about the mutual funds. When you invest in a variable investment option that is funded by a mutual fund, you should read the mutual fund prospectus and keep it for future reference. The mutual fund options that you select are your choice. We do not recommend or endorse any particular underlying mutual fund.

### VARIABLE INVESTMENT OPTIONS

The following chart classifies each of the portfolios based on our assessment of their investment style (as of the date of this prospectus). The chart also provides a description of each portfolio's investment objective and a short, summary description of their key policies to assist you in determining which portfolios may be of interest to you. What appears in the chart below is merely a summary – please consult the portfolio's prospectus for a comprehensive discussion of the portfolio's investment policies. There is no guarantee that any portfolio will meet its investment objective. The name of the adviser/sub-adviser for each portfolio appears next to the description.

The Jennison Portfolio, Prudential Equity Portfolio, Prudential Global Portfolio, Prudential Money Market Portfolio, Prudential Stock Index Portfolio, Prudential Value Portfolio, and each "SP" Portfolio of the Prudential Series Fund, are managed by an indirect, wholly-owned subsidiary of Prudential Financial, Inc. called Prudential Investments LLC (PI) under a "manager-of-managers" approach.

Under the manager-of-managers approach, PI has the ability to assign sub-advisers to manage specific portions of a portfolio, and the portion managed by a sub-adviser may vary from 0% to 100% of the portfolio's assets. The sub-advisers that manage some or all of a Prudential Series Fund portfolio are listed on the following chart.

Under the agreement through which Prudential Financial, Inc. acquired American Skandia Life Assurance Corporation and certain of its affiliates in May 2003, Prudential Financial may not use the "American Skandia" name in any context after May 1, 2008. Therefore, Prudential Financial has begun a "rebranding" project that involves renaming certain American Skandia legal entities. As pertinent to this annuity: 1) American Skandia Investment Services, Inc. has been renamed AST Investment Services, Inc.; and 2) American Skandia Trust has been renamed Advanced Series Trust. These name changes will not impact the manner in which customers do business with Prudential. The portfolios of the Advanced Series Trust are co-managed by PI and AST Investment Services, Inc. also under a manager-of-managers approach. AST Investment Services, Inc. is an indirect, wholly-owned subsidiary of Prudential Financial, Inc.

A fund or portfolio may have a similar name or an investment objective and investment policies resembling those of a mutual fund managed by the same investment adviser that is sold directly to the public. Despite such similarities, there can be no assurance that the investment performance of any such fund or portfolio will resemble that of the publicly available mutual fund.

Pruco Life has entered into agreements with certain underlying portfolios and/or the investment adviser or distributor of such portfolios. Pruco Life may provide administrative and support services to such portfolios pursuant to the terms of these agreements and under which it receives a fee of up to 0.55% annually (as of May 1, 2007) of the average assets allocated to the portfolio under the contract. These agreements, including the fees paid and services provided, can vary for each underlying mutual fund whose portfolios are offered as sub-accounts. In addition, an investment adviser, sub-adviser or distributor of the underlying portfolios may also compensate us by providing reimbursement, defraying the costs of, or paying directly for, among other things, marketing and/or administrative services and/or other services they provide in connection with the contract. These services may include, but are not limited to: sponsoring or co-sponsoring various promotional, educational or marketing meetings and seminars attended by distributors, wholesalers, and/or broker dealer firms' registered representatives, and creating marketing material discussing the contract, available options, and underlying portfolios. The amounts paid depend on the nature of the meetings, the number of meetings attended by the adviser, sub-adviser, or distributor, the number of participants and attendees at the meetings, the costs expected to be incurred, and the level of the adviser's, sub-adviser's or distributor's participation. These payments or reimbursements may not be offered by all advisers, sub-advisers, or distributors, and the amounts of such payments may vary between and among each adviser, sub-adviser, and distributor depending on their respective participation. During 2006, with regard to amounts that were paid under these kinds of arrangements, the amounts ranged from approximately \$53 to approximately \$190,514. These amounts may have been paid to one or more Prudential-affiliated insurers issuing individual variable annuities.

As detailed in the Prudential Series Fund prospectus, although the Prudential Money Market Portfolio is designed to be a stable investment option, it is possible to lose money in that portfolio. For example, when prevailing short-term interest rates are very low, the yield on the Prudential Money Market Portfolio may be so low that, when separate account and contract charges are deducted, you experience a negative return.

Upon the introduction of the Advanced Series Trust Asset Allocation Portfolios on December 5, 2005, we ceased offering the Prudential Series Fund Asset Allocation Portfolios to new purchasers and to existing contract owners who had not previously invested in those Portfolios. However, a contract owner who had Contract Value allocated to a Prudential Series Fund Asset Allocation Portfolio prior to December 5, 2005 may continue to allocate purchase payments to that Portfolio after that date. In addition, after December 5, 2005, we ceased offering the Prudential Series Fund SP Large Cap Value Portfolio to new purchasers and to existing contract owners who had not previously invested in that Portfolio. However, a contract owner who had Contract Value allocated to the SP Large Cap Value Portfolio prior to December 5, 2005 may continue to allocate purchase payments to that Portfolio after that date.

Contract described herein is no longer available for sale

## 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? *continued*

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
	<b>THE PRUDENTIAL SERIES FUND</b>	
<b>LARGE CAP GROWTH</b>	<b>Jennison Portfolio:</b> <i>seeks long-term growth of capital.</i> The Portfolio invests primarily in equity securities of major, established corporations that the subadviser believes offer above-average growth prospects. The Portfolio may invest up to 30% of its total assets in foreign securities. Stocks are selected on a company-by-company basis using fundamental analysis. Normally 65% of the Portfolio's total assets are invested in common stocks and preferred stocks of companies with capitalization in excess of \$1 billion.	Jennison Associates LLC
<b>LARGE CAP BLEND</b>	<b>Equity Portfolio:</b> <i>seeks long-term growth of capital.</i> The Portfolio invests at least 80% of its net assets plus borrowings for investment purposes in common stocks of major established corporations as well as smaller companies that the Sub advisers believe offer attractive prospects of appreciation. In the Jennison portion, over a full market cycle, the subadviser seeks to outperform the S&P 500 Index by investing in a portfolio with earnings growth greater than the index at valuations comparable to that of the index.	Jennison Associates LLC; ClearBridge Advisors, LLC
<b>INTER- NATIONAL EQUITY</b>	<b>Global Portfolio:</b> <i>seeks long-term growth of capital.</i> The Portfolio invests primarily in common stocks (and their equivalents) of foreign and U.S. companies. Each Sub-adviser for the Portfolio generally will use either a "growth" approach or a "value" approach in selecting either foreign or U.S. common stocks.	LSV Asset Management/ Marsico Capital Management, LLC/ T. Rowe Price Associates, Inc./ William Blair & Company, LLC
<b>FIXED INCOME</b>	<b>Money Market Portfolio:</b> <i>seeks maximum current income consistent with the stability of capital and the maintenance of liquidity.</i> The Portfolio invests in high-quality short-term money market instruments issued by the U.S. Government or its agencies, as well as by corporations and banks, both domestic and foreign. The Portfolio will invest only in instruments that mature in thirteen months or less, and which are denominated in U.S. dollars.	Prudential Investment Management, Inc.
<b>LARGE CAP VALUE</b>	<b>Value Portfolio:</b> <i>seeks long-term growth of capital through appreciation and income.</i> The Portfolio invests primarily in common stocks that the subadviser believes are undervalued - those stocks that are trading below their underlying asset value, cash generating ability and overall earnings and earnings growth. There is a risk that "value" stocks can perform differently from the market as a whole and other types of stocks and can continue to be undervalued by the markets for long periods of time. Normally at least 65% of the Portfolio's total assets is invested in the common stock and convertible securities of companies that the subadviser believes will provide investment returns above those of the Russell 1000® Value Index. Most of the investments will be securities of large capitalization companies. The Portfolio may invest up to 25% of its total assets in real estate investment trusts (REITs) and up to 30% of its total assets in foreign securities.	Jennison Associates LLC
<b>ASSET ALLOCA- TION/ BALANCED</b>	<b>SP Aggressive Growth Asset Allocation Portfolio:</b> <i>seeks to obtain the highest potential total return consistent with the specified level of risk tolerance.</i> The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), and the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST) (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed-income Underlying Portfolios.	Prudential Investments LLC
<b>ASSET ALLOCA- TION/ BALANCED</b>	<b>SP Balanced Asset Allocation Portfolio:</b> <i>seeks to obtain the highest potential total return consistent with the specified level of risk tolerance.</i> The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), and the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST) (the Underlying Portfolios). The Portfolio will invest in equity and fixed-income Underlying Portfolios.	Prudential Investments LLC



STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
ASSET ALLOCA- TION/ BALANCED	<b>SP Conservative Asset Allocation Portfolio:</b> <i>seeks to obtain the highest potential total return consistent with the specified level of risk tolerance.</i> The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), and the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST) (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on fixed-income Underlying Portfolios but will also invest in equity Underlying Portfolios.	Prudential Investments LLC
ASSET ALLOCA- TION/ BALANCED	<b>SP Growth Asset Allocation Portfolio:</b> <i>seeks to obtain the highest potential total return consistent with the specified level of risk tolerance.</i> The Portfolio may invest in any other Portfolio of the Fund (other than another SP Asset Allocation Portfolio), and the AST Marsico Capital Growth Portfolio of Advanced Series Trust (AST) (the Underlying Portfolios). Under normal circumstances, the Portfolio generally will focus on equity Underlying Portfolios but will also invest in fixed-income Underlying Portfolios.	Prudential Investments LLC
LARGE CAP BLEND	<b>SP AIM Core Equity Portfolio:</b> <i>seeks long-term growth of capital.</i> The Portfolio normally invests at least 80% of investable assets in equity securities, including convertible securities of established companies that have long-term above-average growth in earnings and growth companies that the subadvisor believes have the potential for above-average growth in earnings.	A I M Capital Management, Inc.
LARGE CAP VALUE	<b>SP Davis Value Portfolio:</b> <i>seeks growth of capital.</i> The Portfolio invests primarily in common stocks of U.S. companies with market capitalizations within the market capitalization range of the Russell 1000 Value Index. It may also invest in stocks of foreign companies and U.S. companies with smaller capitalizations. The subadvisor attempts to select common stocks of businesses that possess characteristics that the subadvisor believe foster the creation of long-term value, such as proven management, a durable franchise and business model, and sustainable competitive advantages. The subadvisor aims to invest in such businesses when they are trading at a discount to their intrinsic worth. There is a risk that “value” stocks can perform differently from the market as a whole and other types of stocks and can continue to be undervalued by the markets for long periods of time.	Davis Selected Advisers, L.P.
INTER- NATIONAL EQUITY	<b>SP International Value Portfolio</b> (formerly <i>SP LSV International Value Portfolio</i> ): <i>seeks capital growth.</i> The Portfolio normally invests at least 65% of the Portfolio’s investable assets (net assets plus borrowings made for investment purposes) in the equity securities of companies in developed countries outside the United States that are represented in the MSCI EAFE Index.	LSV Asset Management, Thornburg Investment Management, Inc.
MID CAP GROWTH	<b>SP Mid Cap Growth Portfolio:</b> <i>seeks long-term growth of capital.</i> The Portfolio normally invests at least 80% of investable assets in common stocks and related securities, such as preferred stocks, convertible securities and depositary receipts for those securities. These securities typically are of medium market capitalizations, which the subadvisor believes have above-average growth potential. The Portfolio generally defines medium market capitalization companies as those companies with market capitalizations within the market capitalization range of the Russell Mid Cap Growth Index. The Portfolio’s investments may include securities listed on a securities exchange or traded in the over-the-counter markets. The subadvisor uses a bottom-up and top-down analysis in managing the Portfolio. This means that securities are selected based upon fundamental analysis, as well as a top-down approach to diversification by industry and company, and by paying attention to macro-level investment themes. The Portfolio may invest in foreign securities (including emerging markets securities).	Calamos Advisors LLC
FIXED INCOME	<b>SP PIMCO High Yield Portfolio:</b> <i>seeks to maximize total return consistent with preservation of capital and prudent investment management.</i> The Portfolio will invest in a diversified portfolio of fixed-income investment instruments of varying maturities. The average portfolio duration of the Portfolio generally will vary within a two- to six-year time frame based on the Sub-advisor’s forecast for interest rates.	Pacific Investment Management Company LLC (PIMCO)



## 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? *continued*

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
<b>FIXED INCOME</b>	<b>SP PIMCO Total Return Portfolio:</b> <i>seeks to maximize total return consistent with preservation of capital and prudent investment management.</i> The Portfolio will invest in a diversified portfolio of fixed-income investment instruments of varying maturities. The average portfolio duration of the Portfolio generally will vary within a three- to six-year time frame based on the Sub-advisor's forecast for interest rates.	Pacific Investment Management Company LLC (PIMCO)
<b>MID CAP GROWTH</b>	<b>SP Prudential U.S. Emerging Growth Portfolio:</b> <i>seeks long-term capital appreciation.</i> The Portfolio normally invests at least 80% of investable assets in equity securities of small and medium sized U.S. companies that the subadvisor believes have the potential for above-average earnings growth. The subadvisor seeks to invest in companies that it believes are poised to benefit from an acceleration of growth or an inflection point in a company's growth rate that is not currently reflected in the stock price. The team uses a research-intensive approach based on internally generated fundamental research.	Jennison Associates LLC
<b>SMALL CAP GROWTH</b>	<b>SP Small Cap Growth Portfolio:</b> <i>seeks long-term capital growth.</i> The Portfolio pursues its objective by primarily investing in the common stocks of small-capitalization companies, which is defined as a company with a market capitalization, at the time of purchase, no larger than the largest capitalized company included in the Russell 2000 Index during the most recent 11-month period (based on month-end data) plus the most recent data during the current month.	Eagle Asset Management/ Neuberger Berman Management, Inc.
<b>SMALL CAP VALUE</b>	<b>SP Small-Cap Value Portfolio:</b> <i>seeks long-term capital growth.</i> The Portfolio normally invests at least 80% its net assets plus borrowings for investment purposes in the equity securities of small capitalization companies. The Portfolio focuses on equity securities that are believed to be undervalued in the marketplace.	Goldman Sachs Asset Management, L.P.; ClearBridge Advisors, LLC
<b>LARGE CAP GROWTH</b>	<b>SP Strategic Partners Focused Growth Portfolio:</b> <i>seeks long-term growth of capital.</i> The Portfolio normally invests at least 65% of total assets in equity-related securities of U.S. companies that the subadvisers believe to have strong capital appreciation potential. The Portfolio's strategy is to combine the efforts of two subadvisers and to invest in the favorite stock selection ideas of three portfolio managers (two of whom invest as a team). Each investment Sub-adviser to the Portfolio utilizes a growth style: Jennison selects approximately 20 securities and AllianceBernstein selects approximately 30 securities. The portfolio managers build a portfolio with stocks in which they have the highest confidence and may invest more than 5% of the Portfolio's assets in any one issuer. The Portfolio is nondiversified, meaning it can invest a relatively high percentage of its assets in a small number of issuers. Investing in a nondiversified portfolio, particularly a portfolio investing in approximately 50 equity-related securities, involves greater risk than investing in a diversified portfolio because a loss resulting from the decline in the value of one security may represent a greater portion of the total assets of a nondiversified portfolio.	AllianceBernstein L.P.; Jennison Associates LLC
<b>LARGE CAP BLEND</b>	<b>Stock Index Portfolio:</b> <i>seeks investment results that generally correspond to the performance of publicly-traded common stocks.</i> With the price and yield performance of the Standard & Poor's 500 Composite Stock Price Index (S&P 500) as the benchmark, the Portfolio normally invests at least 80% of investable assets in S&P 500 stocks. The S&P 500 represents more than 70% of the total market value of all publicly-traded common stocks and is widely viewed as representative of publicly-traded common stocks as a whole. The Portfolio is not "managed" in the traditional sense of using market and economic analyses to select stocks. Rather, the portfolio manager purchases stocks in proportion to their weighting in the S&P 500.	Quantitative Management Associates LLC
<b>LARGE CAP GROWTH</b>	<b>SP T. Rowe Price Large-Cap Growth Portfolio:</b> <i>seeks long-term capital growth.</i> Under normal circumstances, the Portfolio invests at least 80% of its net assets plus borrowings for investment purposes in the equity securities of large-cap companies. The Sub-adviser generally looks for companies with an above-average rate of earnings and cash flow growth and a lucrative niche in the economy that gives them the ability to sustain earnings momentum even during times of slow economic growth.	T. Rowe Price Associates, Inc.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
INTER- NATIONAL EQUITY	<b>SP International Growth Portfolio</b> (formerly, SP William Blair International Growth Portfolio): <i>seeks long-term capital appreciation.</i> The Portfolio invests primarily in equity-related securities of foreign issuers. The Portfolio invests primarily in the common stock of large and medium-sized foreign companies, although it may also invest in companies of all sizes. Under normal circumstances, the Portfolio invests at least 65% of its total assets in common stock of foreign companies operating or based in at least five different countries, which may include countries with emerging markets. The Portfolio looks primarily for stocks of companies whose earnings are growing at a faster rate than other companies or which offer attractive growth potential.	Marsico Capital Management, LLC; William Blair & Company, LLC.
	<b>ADVANCED SERIES TRUST</b>	
ASSET ALLOCA- TION/ BALANCED	<b>AST Advanced Strategies Portfolio:</b> <i>seeks a high level of absolute return.</i> The Portfolio invests primarily in a diversified portfolio of equity and fixed income securities across different investment categories and investment managers. The Portfolio pursues a combination of traditional and non-traditional investment strategies.	LSV Asset Management; Marsico Capital Management, LLC; Pacific Investment Management Company LLC (PIMCO); T. Rowe Price Associates, Inc.; William Blair & Company, L.L.C.
ASSET ALLOCA- TION/ BALANCED	<b>AST Aggressive Asset Allocation Portfolio:</b> <i>seeks the highest potential total return consistent with its specified level of risk tolerance.</i> The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote between 92.5% to 100% of its net assets to underlying portfolios investing primarily in equity securities, and 0% to 7.5% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments.	AST Investment Services, Inc./ Prudential Investments LLC
LARGE CAP VALUE	<b>AST AllianceBernstein Core Value Portfolio:</b> <i>seeks long-term capital growth by investing primarily in common stocks.</i> The Sub-advisor expects that the majority of the Portfolio's assets will be invested in the common stocks of large companies that appear to be undervalued. Among other things, the Portfolio seeks to identify compelling buying opportunities created when companies are undervalued on the basis of investor reactions to near-term problems or circumstances even though their long-term prospects remain sound. The Sub-advisor seeks to identify individual companies with earnings growth potential that may not be recognized by the market at large.	AllianceBernstein L.P.
LARGE CAP VALUE	<b>AST AllianceBernstein Growth &amp; Income Portfolio:</b> <i>seeks long-term growth of capital and income while attempting to avoid excessive fluctuations in market value.</i> The Portfolio normally will invest in common stocks (and securities convertible into common stocks). The Sub-advisor will take a value-oriented approach, in that it will try to keep the Portfolio's assets invested in securities that are selling at reasonable valuations in relation to their fundamental business prospects. The stocks that the Portfolio will normally invest in are those of seasoned companies.	AllianceBernstein L.P.
LARGE CAP BLEND	<b>AST AllianceBernstein Managed Index 500 Portfolio:</b> <i>seeks to outperform the Standard &amp; Poor's 500 Composite Stock Price Index (the "S&amp;P 500") through stock selection resulting in different weightings of common stocks relative to the index.</i> The Portfolio will invest, under normal circumstances, at least 80% of its net assets in securities included in the S&P® 500.	AllianceBernstein L.P.

## 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? *continued*

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
LARGE CAP VALUE	<b>AST American Century Income &amp; Growth Portfolio:</b> <i>seeks capital growth with current income as a secondary objective.</i> The Portfolio invests primarily in common stocks that offer potential for capital growth, and may, consistent with its investment objective, invest in stocks that offer potential for current income. The Sub-advisor utilizes a quantitative management technique with a goal of building an equity portfolio that provides better returns than the S&P 500 Index without taking on significant additional risk and while attempting to create a dividend yield that will be greater than the S&P 500 Index.	American Century Investment Management, Inc.
ASSET ALLOCA- TION/ BALANCED	<b>AST American Century Strategic Allocation Portfolio</b> (formerly known as <i>AST American Century Strategic Balanced Portfolio</i> ): <i>seeks capital growth and current income.</i> The Sub-advisor intends to maintain approximately 60% of the Portfolio's assets in equity securities and the remainder in bonds and other fixed income securities. Both the Portfolio's equity and fixed income investments will fluctuate in value. The equity securities will fluctuate depending on the performance of the companies that issued them, general market and economic conditions, and investor confidence. The fixed income investments will be affected primarily by rising or falling interest rates and the credit quality of the issuers.	American Century Investment Management, Inc.
ASSET ALLOCA- TION/ BALANCED	<b>AST Balanced Asset Allocation Portfolio:</b> <i>seeks the highest potential total return consistent with its specified level of risk tolerance.</i> The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote between 57.5% to 72.5% of its net assets to underlying portfolios investing primarily in equity securities, and 27.5% to 42.5% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments.	AST Investment Services, Inc./ Prudential Investments LLC
ASSET ALLOCA- TION/ BALANCED	<b>AST Capital Growth Asset Allocation Portfolio:</b> <i>seeks the highest potential total return consistent with its specified level of risk tolerance.</i> The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote between 72.5% to 87.5% of its net assets to underlying portfolios investing primarily in equity securities, and 12.5% to 27.5% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments.	AST Investment Services, Inc./ Prudential Investments LLC
SPECIALTY	<b>AST Cohen &amp; Steers Realty Portfolio:</b> <i>seeks to maximize total return through investment in real estate securities.</i> The Portfolio pursues its investment objective by investing, under normal circumstances, at least 80% of its net assets in securities of real estate issuers. Under normal circumstances, the Portfolio will invest substantially all of its assets in the equity securities of real estate companies, i.e., a company that derives at least 50% of its revenues from the ownership, construction, financing, management or sale of real estate or that has at least 50% of its assets in real estate. Real estate companies may include real estate investment trusts or REITs.	Cohen & Steers Capital Management, Inc.
ASSET ALLOCA- TION/ BALANCED	<b>AST Conservative Asset Allocation Portfolio:</b> <i>seeks the highest potential total return consistent with its specified level of risk tolerance.</i> The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote between 47.5% to 62.5% of its net assets to underlying portfolios investing primarily in equity securities, and 37.5% to 52.5% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments.	AST Investment Services, Inc./ Prudential Investments LLC
LARGE CAP VALUE	<b>AST DeAM Large-Cap Value Portfolio:</b> <i>seeks maximum growth of capital by investing primarily in the value stocks of larger companies.</i> The Portfolio pursues its objective, under normal market conditions, by primarily investing at least 80% of the value of its assets in the equity securities of large-sized companies included in the Russell 1000® Value Index. The Sub-advisor employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 1000® Value Index, but which attempts to outperform the Russell 1000® Value Index through active stock selection.	Deutsche Investment Management Americas, Inc.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
SMALL CAP GROWTH	<b>AST Neuberger Berman Small-Cap Growth Portfolio</b> (formerly known as <i>AST DeAM Small-Cap Growth Portfolio</i> ): seeks maximum growth of investors' capital from a portfolio of growth stocks of smaller companies. The Portfolio pursues its objective, under normal circumstances, by primarily investing at least 80% of its total assets in the equity securities of small-sized companies included in the Russell 2000 Growth® Index.	Neuberger Berman Management Inc.
SMALL CAP VALUE	<b>AST DeAM Small-Cap Value Portfolio</b> : seeks maximum growth of investors' capital by investing primarily in the value stocks of smaller companies. The Portfolio pursues its objective, under normal market conditions, by primarily investing at least 80% of its total assets in the equity securities of small-sized companies included in the Russell 2000® Value Index. The Sub-advisor employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 2000® Value Index, but which attempts to outperform the Russell 2000® Value Index.	Deutsche Investment Management Americas, Inc.
SMALL CAP GROWTH	<b>AST Federated Aggressive Growth Portfolio</b> : seeks capital growth. The Portfolio pursues its investment objective by investing primarily in the stocks of small companies that are traded on national security exchanges, NASDAQ stock exchange and the over-the-counter-market. Small companies will be defined as companies with market capitalizations similar to companies in the Russell 2000 Growth Index.	Federated Equity Management Company of Pennsylvania/ Federated Global Investment Management Corp.; Federated MDTA LLC
ASSET ALLOCA- TION/ BALANCED	<b>AST First Trust Balanced Target Portfolio</b> : seeks long-term capital growth balanced by current income. The Portfolio seeks to achieve its objective by investing approximately 65% in common stocks and 35% in fixed income securities. The Portfolio allocates the equity portion of the portfolio across five uniquely specialized strategies - the Dow <sup>SM</sup> Target Dividend, the Value Line® Target 25, the Global Dividend Target 15, the NYSE® International Target 25, and the Target Small Cap. Each strategy employs a quantitative approach by screening common stocks for certain attributes and/or using a multi-factor scoring system to select the common stocks. The fixed income allocation is determined by the Dow Jones Income strategy which utilizes certain screens to select bonds from the Dow Jones Corporate Bond Index or like-bonds not in the index.	First Trust Advisors L.P.
ASSET ALLOCA- TION/ BALANCED	<b>AST First Trust Capital Appreciation Target Portfolio</b> : seeks long-term growth of capital. The Portfolio seeks to achieve its objective by investing approximately 80% in common stocks and 20% in fixed income securities. The portfolio allocates the equity portion of the portfolio across five uniquely specialized strategies - the Value Line® Target 25, the Global Dividend Target 15, the Target Small Cap, the Nasdaq® Target 15, and the NYSE® International Target 25. Each strategy employs a quantitative approach by screening common stocks for certain attributes and/or using a multi-factor scoring system to select the common stocks. The fixed income allocation is determined by the Dow Jones Income strategy utilizes certain screens to select bonds from the Dow Jones Corporate Bond Index or like-bonds not in the index.	First Trust Advisors L.P.
ASSET ALLOCA- TION/ BALANCED	<b>AST UBS Dynamic Alpha Portfolio</b> (formerly known as <i>AST Global Allocation Portfolio</i> ): seeks to maximize total return, consisting of capital appreciation and current income. The Portfolio invests in securities and financial instruments to gain exposure to global equity, global fixed income and cash equivalent markets, including global currencies. The Portfolio may invest in equity and fixed income securities of issuers located within and outside the United States or in open-end investment companies advised by UBS Global Asset Management (Americas) Inc., the Portfolio's Sub-Advisor, to gain exposure to certain global equity and global fixed income markets.	UBS Global Asset Management (Americas) Inc.



## 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? *continued*

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
<b>LARGE CAP GROWTH</b>	<b>AST Goldman Sachs Concentrated Growth Portfolio:</b> <i>seeks growth of capital in a manner consistent with the preservation of capital.</i> Realization of income is not a significant investment consideration and any income realized on the Portfolio's investments, therefore, will be incidental to the Portfolio's objective. The Portfolio will pursue its objective by investing primarily in equity securities of companies that the Sub-advisor believes have the potential to achieve capital appreciation over the long-term. The Portfolio seeks to achieve its investment objective by investing, under normal circumstances, in approximately 30 - 45 companies that are considered by the Sub-advisor to be positioned for long-term growth.	Goldman Sachs Asset Management, L.P.
<b>MID CAP GROWTH</b>	<b>AST Goldman Sachs Mid-Cap Growth Portfolio:</b> <i>seeks long-term capital growth.</i> The Portfolio pursues its investment objective, by investing primarily in equity securities selected for their growth potential, and normally invests at least 80% of the value of its assets in medium capitalization companies. For purposes of the Portfolio, medium-sized companies are those whose market capitalizations (measured at the time of investment) fall within the range of companies in the Russell Mid Cap Growth Index. The Sub-advisor seeks to identify individual companies with earnings growth potential that may not be recognized by the market at large.	Goldman Sachs Asset Management, L.P.
<b>FIXED INCOME</b>	<b>AST High Yield Portfolio:</b> <i>seeks a high level of current income and may also consider the potential for capital appreciation.</i> The Portfolio invests, under normal circumstances, at least 80% of its net assets plus any borrowings for investment purposes (measured at time of purchase) in high yield, fixed-income securities that, at the time of purchase, are non-investment grade securities. Such securities are commonly referred to as "junk bonds".	Pacific Investment Management Company LLC (PIMCO)
<b>INTER- NATIONAL EQUITY</b>	<b>AST JPMorgan International Equity Portfolio:</b> <i>seeks long-term capital growth by investing in a diversified portfolio of international equity securities.</i> The Portfolio seeks to meet its objective by investing, under normal market conditions, at least 80% of its assets in a diversified portfolio of equity securities of companies located or operating in developed non-U.S. countries and emerging markets of the world. The equity securities will ordinarily be traded on a recognized foreign securities exchange or traded in a foreign over-the-counter market in the country where the issuer is principally based, but may also be traded in other countries including the United States.	J.P. Morgan Investment Management Inc.
<b>LARGE CAP VALUE</b>	<b>AST Large-Cap Value Portfolio:</b> <i>seeks current income and long-term growth of income, as well as capital appreciation.</i> The Portfolio invests, under normal circumstances, at least 80% of its net assets in common stocks of large cap U.S. companies. The Portfolio focuses on common stocks that have a high cash dividend or payout yield relative to the market or that possess relative value within sectors.	Dreman Value Management LLC, Hotchkis and Wiley Capital Management LLC; J.P. Morgan Investment Management, Inc.
<b>FIXED INCOME</b>	<b>AST Lord Abbett Bond-Debenture Portfolio:</b> <i>seeks high current income and the opportunity for capital appreciation to produce a high total return.</i> To pursue its objective, the Portfolio will invest, under normal circumstances, at least 80% of the value of its assets in fixed income securities and normally invests primarily in high yield and investment grade debt securities, securities convertible into common stock and preferred stocks. The Portfolio may find good value in high yield securities, sometimes called "lower-rated bonds" or "junk bonds," and frequently may have more than half of its assets invested in those securities. At least 20% of the Portfolio's assets must be invested in any combination of investment grade debt securities, U.S. Government securities and cash equivalents. The Portfolio may also make significant investments in mortgage-backed securities. Although the Portfolio expects to maintain a weighted average maturity in the range of five to twelve years, there are no restrictions on the overall Portfolio or on individual securities. The Portfolio may invest up to 20% of its net assets in equity securities.	Lord, Abbett & Co. LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
LARGE CAP GROWTH	<b>AST Marsico Capital Growth Portfolio:</b> <i>seeks capital growth.</i> Income realization is not an investment objective and any income realized on the Portfolio's investments, therefore, will be incidental to the Portfolio's objective. The Portfolio will pursue its objective by investing primarily in common stocks of larger, more established companies. In selecting investments for the Portfolio, the Sub-advisor uses an approach that combines "top down" economic analysis with "bottom up" stock selection. The "top down" approach identifies sectors, industries and companies that may benefit from the trends the Sub-advisor has observed. The Sub-advisor then looks for individual companies with earnings growth potential that may not be recognized by the market at large, utilizing a "bottom up" stock selection process. The Portfolio will normally hold a core position of between 35 and 50 common stocks. The Portfolio may hold a limited number of additional common stocks at times when the Portfolio manager is accumulating new positions, phasing out existing or responding to exceptional market conditions.	Marsico Capital Management, LLC
INTER- NATIONAL EQUITY	<b>AST MFS Global Equity Portfolio:</b> <i>seeks capital growth.</i> Under normal circumstances the Portfolio invests at least 80% of its assets in equity securities of U.S. and foreign issuers (including issuers in developing countries). While the portfolio may invest its assets in companies of any size, the Portfolio generally focuses on companies with large capitalizations.	Massachusetts Financial Services Company
LARGE CAP GROWTH	<b>AST MFS Growth Portfolio:</b> <i>seeks long-term capital growth and future income.</i> Under normal market conditions, the Portfolio invests at least 80% of its total assets in common stocks and related securities, such as preferred stocks, convertible securities and depository receipts, of companies. The Sub-advisor focuses on investing the Portfolio's assets in the stock of companies it believes to have above average earnings growth potential compared to other companies (growth companies). The Portfolio may invest up to 35% of its net assets in foreign securities.	Massachusetts Financial Services Company
MID CAP VALUE	<b>AST Mid Cap Value Portfolio:</b> <i>seeks to provide capital growth by investing primarily in mid-capitalization stocks that appear to be undervalued.</i> The Portfolio has a non-fundamental policy to invest, under normal circumstances, at least 80% of the value of its net assets in mid-capitalization companies.	EARNEST Partners LLC/ WEDGE Capital Management, LLP
MID CAP GROWTH	<b>AST Neuberger Berman Mid-Cap Growth Portfolio:</b> <i>seeks capital growth.</i> Under normal market conditions, the Portfolio primarily invests at least 80% of its net assets in the common stocks of mid-cap companies. The Sub-adviser looks for fast-growing companies that are in new or rapidly evolving industries.	Neuberger Berman Management Inc.
MID CAP VALUE	<b>AST Neuberger Berman Mid-Cap Value Portfolio:</b> <i>seeks capital growth.</i> Under normal market conditions, the Portfolio primarily invests at least 80% of its net assets in the common stocks of mid-cap companies. For purposes of the Portfolio, companies with equity market capitalizations that fall within the range of the Russell Midcap® Index at the time of investment are considered mid-cap companies. Some of the Portfolio's assets may be invested in the securities of large-cap companies as well as in small-cap companies. Under the Portfolio's value-oriented investment approach, the Sub-advisor looks for well-managed companies whose stock prices are undervalued and that may rise in price before other investors realize their worth.	Neuberger Berman Management Inc.
FIXED INCOME	<b>AST PIMCO Limited Maturity Bond Portfolio:</b> <i>seeks to maximize total return consistent with preservation of capital and prudent investment management.</i> The Portfolio will invest in a diversified portfolio of fixed-income investment instruments of varying maturities. The average portfolio duration of the Portfolio generally will vary within a one-to three-year time frame based on the Sub-advisor's forecast for interest rates.	Pacific Investment Management Company LLC (PIMCO)
ASSET ALLOCA- TION/ BALANCED	<b>AST Preservation Asset Allocation Portfolio:</b> <i>seeks the highest potential total return consistent with its specified level of risk tolerance.</i> The Portfolio will invest its assets in several other Advanced Series Trust Portfolios. Under normal market conditions, the Portfolio will devote between 27.5% to 42.5% of its net assets to underlying portfolios investing primarily in equity securities, and 57.5% to 72.5% of its net assets to underlying portfolios investing primarily in debt securities and money market instruments.	AST Investment Services, Inc./ Prudential Investments LLC

## 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? *continued*

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
SMALL CAP VALUE	<b>AST Small-Cap Value Portfolio:</b> <i>seeks to provide long-term capital growth by investing primarily in small-capitalization stocks that appear to be undervalued.</i> The Portfolio will have a non-fundamental policy to invest, under normal circumstances, at least 80% of the value of its net assets in small capitalization stocks. The Portfolio will focus on common stocks that appear to be undervalued.	ClearBridge Advisors, LLC; Dreman Value Management LLC; J.P. Morgan Investment Management, Inc.; Lee Munder Investments, Ltd
ASSET ALLOCA- TION/ BALANCED	<b>AST T. Rowe Price Asset Allocation Portfolio:</b> <i>seeks a high level of total return by investing primarily in a diversified portfolio of fixed income and equity securities.</i> The Portfolio normally invests approximately 60% of its total assets in equity securities and 40% in fixed income securities. This mix may vary depending on the sub-advisor's outlook for the markets. The Sub-advisor concentrates common stock investments in larger, more established companies, but the Portfolio may include small and medium-sized companies with good growth prospects. The fixed income portion of the Portfolio will be allocated among investment grade securities, high yield or "junk" bonds, emerging market securities, foreign high quality debt securities and cash reserves.	T. Rowe Price Associates, Inc.
FIXED INCOME	<b>AST T. Rowe Price Global Bond Portfolio:</b> <i>seeks to provide high current income and capital growth by investing in high-quality foreign and U.S. dollar-denominated bonds.</i> The Portfolio will invest at least 80% of its total assets in fixed income securities, including high quality bonds issued or guaranteed by U.S. or foreign governments or their agencies and by foreign authorities, provinces and municipalities as well as investment grade corporate bonds and mortgage and asset-backed securities of U.S. and foreign issuers. The Portfolio generally invests in countries where the combination of fixed-income returns and currency exchange rates appears attractive, or, if the currency trend is unfavorable, where the Sub-advisor believes that the currency risk can be minimized through hedging. The Portfolio may also invest up to 20% of its assets in the aggregate in below investment-grade, high-risk bonds ("junk bonds"). In addition, the Portfolio may invest up to 30% of its assets in mortgage-related (including derivatives, such as collateralized mortgage obligations and stripped mortgage securities) and asset-backed securities.	T. Rowe Price International, Inc.
SPECIALTY	<b>AST T. Rowe Price Natural Resources Portfolio:</b> <i>seeks long-term capital growth primarily through the common stocks of companies that own or develop natural resources (such as energy products, precious metals and forest products) and other basic commodities.</i> The Portfolio normally invests primarily (at least 80% of its total assets) in the common stocks of natural resource companies. The Portfolio looks for companies that have the ability to expand production, to maintain superior exploration programs and production facilities, and the potential to accumulate new resources. At least 50% of Portfolio assets will be invested in U.S. securities, up to 50% of total assets also may be invested in foreign securities.	T. Rowe Price Associates, Inc.
<b>GARTMORE VARIABLE INSURANCE TRUST</b>		
INTER- NATIONAL EQUITY	<b>GVIT Developing Markets:</b> <i>seeks long-term capital appreciation, under normal conditions by investing at least 80% of its total assets in stocks of companies of any size based in the world's developing economies.</i> Under normal market conditions, investments are maintained in at least six countries at all times and no more than 35% of total assets in any single one of them.	NWD Management & Research Trust/ Gartmore Global Partners

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
	JANUS ASPEN SERIES	
LARGE CAP GROWTH	<b>Janus Aspen Series: Large Cap Growth Portfolio - Service Shares:</b> <i>seeks long-term growth of capital in a manner consistent with the preservation of capital.</i> The Portfolio invests at least 80% of its net assets plus the amount of any borrowings for investment purposes in common stocks of large-sized companies. Large-sized companies are those whose market capitalizations fall within the range of companies in the Russell 1000 Index at the time of purchase.	Janus Capital Management LLC

## INTEREST-RATE OPTIONS

We offer two interest-rate options: a one-year fixed-rate option, and a market value adjustment option (not available in Maryland, Oregon or Washington). We set a one year guaranteed annual interest rate for the one-year fixed-rate option. For the market value adjustment option, we set a seven-year guaranteed interest rate. The market value adjustment option is registered separately from the variable investment options, and the amount of market value adjustment option securities registered is stated in that registration statement.

When you select one of these options, your payment will earn interest at the established rate for the applicable interest rate period. An interest cell with a new interest rate period is established every time you allocate or transfer money into a 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. While these interest rates may change from time to time, they will not be less than the minimum interest rate dictated by applicable state law. The interest rates we pay on the fixed interest rate options may be influenced by the asset-based charges assessed against the Separate Account.

At the maturity of an interest cell for a fixed-rate or market value adjustment option, you may elect to transfer the amount in the cell to any other option available on that date. If you do not make a transfer election during the 30-day period following the interest cell's maturity date, then we will transfer the amount in the cell to a new interest cell with the same time to maturity as the old cell. However, if at that time we do not offer a guarantee period of the same duration as that which matured, you will then receive the current interest rate applicable to the shortest guarantee period then offered.

Payments that you apply to the interest-rate option become part of Pruco Life's general assets. Payments that you apply to the market value adjustment option are held as a separate pool of assets, but the income, gains or losses resulting from these assets are not credited or charged against the contracts. As a result, the strength of the interest-rate option guarantees is based on the overall financial strength of Pruco Life. If Pruco Life suffered a material financial set back, the ability of Pruco Life to meet its financial obligations could be affected.

## Market Value Adjustment

If you transfer or withdraw assets or annuitize from the market value adjustment option before an interest rate period is over, the assets will be subject to a market value adjustment. The market value adjustment may increase or decrease the amount being withdrawn or transferred and may be substantial. The adjustment, whether up or down will never be greater than 40%. The amount of the market value adjustment is based on the difference between the:

- 1) Guaranteed interest rate for the amount you are withdrawing or transferring; and
- 2) Current interest rate that is in effect on the date of the withdrawal or transfer.

The amount of time left in the interest rate period is also a factor. You will find a detailed description of how the market value adjustment is calculated in Section 9, under "Market Value Adjustment Formula." (For contracts issued in Pennsylvania, the description is also in Section 9, under "Market Value Adjustment Formula.")

Other things you should know about the market value adjustment include the following:

- We determine the market value adjustment according to a mathematical formula, which is set forth at the end of this prospectus under the heading "Market-Value Adjustment Formula." In that section of the prospectus, we also provide hypothetical examples of how the formula works.
- A negative market value adjustment could cause you to lose not only the interest you have earned but also a portion of your principal.
- In addition to imposing a market value adjustment on withdrawals, we also will impose a market value adjustment on the Contract Value you apply to an annuity or settlement option, unless you annuitize within the 30-day period discussed above. The laws of certain states may prohibit us from imposing a market value adjustment on the annuity date.



## 2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? *continued*

### TRANSFERS AMONG OPTIONS

Subject to certain restrictions, you can transfer money among the variable investment options and the interest-rate options. In general, your transfer request may be made by telephone, electronically, or otherwise in paper form to the Prudential Annuity Service Center. We have procedures in place to confirm that instructions received by telephone or electronically are genuine. We will not be liable for following telephone or electronic 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 in good order by us, or by certain entities that we have specifically designated. Our business day generally closes at 4:00 p.m. Eastern time. Our business day may close earlier, for example if regular trading on the New York Stock Exchange closes early. Transfer requests received after the close of the business day will take effect at the end of the next business day.

You generally can make transfers out of the one-year fixed-rate option only during the 30-day period following the end of an interest rate period. Any amount transferred from a market value adjustment option is subject to a market value adjustment, unless the transfer is made during the 30-day period following the maturity of the interest cell.

During the contract accumulation phase, you can make up to 12 transfers each contract year, among the investment options, without charge. If you make more than 12 transfers in one contract year, you will be charged \$25 for each additional transfer. Dollar Cost Averaging and Auto-Rebalancing transfers do not count toward the 12 free transfers per year. Nor do transfers made during the 30-day period immediately following the end of an interest cell count against the 12 free transfers. (As noted in the fee table, we have different transfer rules under the beneficiary continuation option).

For purposes of the 12 free transfers per year that we allow, we will treat multiple transfers that are submitted on the same business day as a single transfer.

### ADDITIONAL TRANSFER RESTRICTIONS

We limit your ability to transfer among your contract's variable investment options as permitted by applicable law. We impose a yearly restriction on transfers. Specifically, once you have made 20 transfers among the subaccounts during a contract year, we will accept any additional transfer request during that year only if the request is submitted to us in writing with an original signature and otherwise is in good order. For purposes of this transfer restriction, we (i) do not view a facsimile transmission as a "writing," (ii) will treat multiple transfer requests submitted on the same business day as a single transfer, and (iii) do not count any transfer that involves one of our systematic programs, such as asset allocation and automated withdrawals.

Frequent transfers among variable investment options in response to short-term fluctuations in markets, sometimes called "market timing," can make it very difficult for a portfolio manager to manage an underlying mutual fund's investments. Frequent transfers may cause the fund to hold more cash than otherwise necessary, disrupt management strategies, increase transaction costs, or affect performance. For those reasons, the contract was not designed for persons who make programmed, large, or frequent transfers.

In light of the risks posed to contract owners and other fund investors by frequent transfers, we reserve the right to limit the number of transfers in any contract year for all existing or new contract owners, and to take the other actions discussed below. We also reserve the right to limit the number of transfers in any contract year or to refuse any transfer request for an owner or certain owners if: (a) we believe that excessive transfer activity (as we define it) or a specific transfer request or group of transfer requests may have a detrimental effect on accumulation unit values or the share prices of the underlying mutual funds; or (b) we are informed by a fund (e.g., by the fund's portfolio manager) that the purchase or redemption of fund shares must be restricted because the fund believes the transfer activity to which such purchase and redemption relates would have a detrimental effect on the share prices of the affected fund. Without limiting the above, the most likely scenario where either of the above could occur would be if the aggregate amount of a trade or trades represented a relatively large proportion of the total assets of a particular underlying mutual fund. In furtherance of our general authority to restrict transfers as described above, and without limiting other actions we may take in the future, we have adopted the following specific restrictions:

- With respect to each variable investment option (other than the Prudential Money Market Portfolio), we track amounts exceeding a certain dollar threshold that were transferred into the option. If you transfer such amount into a particular variable investment option, and within 30 calendar days thereafter transfer (the "Transfer Out") all or a portion of that amount into another variable investment option, then upon the Transfer Out, the former variable investment option becomes restricted (the "Restricted Option"). Specifically, we will not permit subsequent transfers into the Restricted Option for 90 calendar days after the Transfer Out if the Restricted Option invests in a non-international fund, or 180 calendar days after the Transfer Out if the Restricted Option invests in an international fund. For purposes of this rule, we do not (i) count transfers made in connection with one of our systematic programs, such as asset allocation and automated withdrawals and (ii) categorize as a transfer the first transfer that you make after the contract date, if you make that transfer within 30 calendar days after the contract date. Even if an amount becomes restricted under the foregoing rules, you are still free to redeem the amount from your contract at any time.

- We reserve the right to effect exchanges on a delayed basis for all contracts. That is, we may price an exchange involving a variable investment option on the business day subsequent to the business day on which the exchange request was received. Before implementing such a practice, we would issue a separate written notice to contract owners that explains the practice in detail. In addition, if we do implement a delayed exchange policy, we will apply the policy on a uniform basis to all contracts in the relevant class.
- The portfolios may have adopted their own policies and procedures with respect to excessive trading of their respective shares, and we reserve the right to enforce these policies and procedures. The prospectuses for the portfolios describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Under SEC rules, we are required to: (1) enter into a written agreement with each portfolio or its principal underwriter that obligates us to provide to the portfolio promptly upon request certain information about the trading activity of individual contract owners, and (2) execute instructions from the portfolio to restrict or prohibit further purchases or transfers by specific contract owners who violate the excessive trading policies established by the portfolio. In addition, you should be aware that some portfolios may receive “omnibus” purchase and redemption orders from other insurance companies or intermediaries such as retirement plans. The omnibus orders reflect the aggregation and netting of multiple orders from individual owners of variable insurance contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the portfolios in their ability to apply their excessive trading policies and procedures. In addition, the other insurance companies and/or retirement plans may have different policies and procedures or may not have any such policies and procedures because of contractual limitations. For these reasons, we cannot guarantee that the portfolios (and thus contract owners) will not be harmed by transfer activity relating to other insurance companies and/or retirement plans that may invest in the portfolios.
- A portfolio also may assess a short term trading fee in connection with a transfer out of the variable investment option investing in that portfolio that occurs within a certain number of days following the date of allocation to the variable investment option. Each portfolio determines the amount of the short term trading fee and when the fee is imposed. The fee is retained by or paid to the portfolio and is not retained by us. The fee will be deducted from your Contract Value, to the extent allowed by law. At present, no Portfolio has adopted a short-term trading fee.
- If we deny one or more transfer requests under the foregoing rules, we will inform you promptly of the circumstances concerning the denial.
- We will not implement these rules in jurisdictions that have not approved contract language authorizing us to do so, or may implement different rules in certain jurisdictions if required by such jurisdictions. Contract owners in jurisdictions with such limited transfer restrictions, and contract owners who own variable life insurance or variable annuity contracts (regardless of jurisdiction) that do not impose the above-referenced transfer restrictions, might make more numerous and frequent transfers than contract owners who are subject to such limitations. Because contract owners who are not subject to the same transfer restrictions may have the same underlying mutual fund portfolios available to them, unfavorable consequences associated with such frequent trading within the underlying mutual fund (e.g., greater portfolio turnover, higher transaction costs, or performance or tax issues) may affect all contract owners. Apart from jurisdiction-specific and contract differences in transfer restrictions, we will apply these rules uniformly, and will not waive a transfer restriction for any contract owner.

Although our transfer restrictions are designed to prevent excessive transfers, they are not capable of preventing every potential occurrence of excessive transfer activity.

## **DOLLAR COST AVERAGING**

The dollar cost averaging (DCA) feature allows you to systematically transfer either a fixed dollar amount or a percentage out of any variable investment option or the one-year fixed-rate 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. You can have these automatic transfers made from the DCA account monthly, quarterly, semiannually or annually. By investing amounts on a regular basis, instead of investing the total amount at one particular time, you may be less susceptible to the impact of market fluctuations. Of course, there is no guarantee that dollar cost averaging will ensure a profit or protect against a loss in declining markets.

Transfers will be made automatically on the schedule you choose until the entire amount you chose to have transferred has been transferred or until you tell us to discontinue the transfers. You can allocate subsequent purchase payments to be transferred at any time.

Your transfers will occur on the last calendar day of each transfer period you have selected, provided that the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on a particular transfer date, the transfer will take effect on the next business day.

Any dollar cost averaging transfers you make do not count toward the 12 free transfers you are allowed each contract year. This dollar cost averaging feature is available only during the contract accumulation phase, and is offered without charge.

## **2: WHAT INVESTMENT OPTIONS CAN I CHOOSE? *continued***

### **ASSET ALLOCATION PROGRAM**

We recognize the value of having asset allocation models when deciding how to allocate your purchase payments among the investment options. If you choose to participate in the Asset Allocation Program, your representative will give you a questionnaire to complete that will help determine a program that is appropriate for you. Your asset allocation will be prepared based on your answers to the questionnaire. You will not be charged for this service, and you are not obligated to participate or to invest according to program recommendations.

Asset allocation is a sophisticated method of diversification which allocates assets among classes in order to manage investment risk and enhance returns over the long term. However, asset allocation does not guarantee a profit or protect against a loss. You are not obligated to participate or to invest according to the program recommendations. We do not intend to provide any personalized investment advice in connection with these programs and you should not rely on these programs as providing individualized investment recommendations to you. The asset allocation programs do not guarantee better investment results. We reserve the right to terminate or change the asset allocation programs at any time. You should consult your representative before electing any asset allocation program.

### **AUTO-REBALANCING**

Once your money has been allocated among the variable investment options, the actual performance of the investment options may cause your allocation to shift. For example, an investment option that initially holds only a small percentage of your assets could perform much better than another investment option. Over time, this option could increase to a larger percentage of your assets than you desire. You can direct us to automatically rebalance your assets to return to your original allocation percentages or to subsequent allocation percentages you select. We will rebalance only the variable investment options that you have designated. The interest-rate options and the DCA account cannot participate in this feature.

You may choose to have your rebalancing occur monthly, quarterly, semiannually or annually. The rebalancing will occur on the last calendar day of the period you have chosen, provided that the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on that date, the rebalancing will take effect on the next business day.

Any transfers you make because of Auto-Rebalancing are not counted toward the 12 free transfers you are allowed per year. This feature is available only during the contract accumulation phase, and is offered without charge. If you choose auto-rebalancing and dollar cost averaging, auto-rebalancing will take place after the transfers from your DCA account.

### **SCHEDULED TRANSACTIONS**

Scheduled transactions include transfers under dollar cost averaging, the asset allocation program, auto-rebalancing, systematic withdrawals, systematic investments, required minimum distributions, substantially equal periodic payments under Section 72(t) and 72(q) of the Internal Revenue Code of 1986, as amended (Code), and annuity payments. Scheduled transactions are processed and valued as of the date they are scheduled, unless the scheduled day is not a business day. In that case, the transaction will be processed and valued on the next business day, unless (with respect to required minimum distributions, substantially equal periodic payments under Section 72(t) and 72(q) of the Code, and annuity payments only), the next business day falls in the subsequent calendar year, in which case the transaction will be processed and valued on the prior business day.

### **VOTING RIGHTS**

We are the legal owner of the shares of the underlying mutual funds used by the variable investment options. However, we vote the shares of the mutual funds according to voting instructions we receive from contract owners. When a vote is required, we will mail you a proxy which is a form you need to complete and return to us to tell us how you wish us to vote. When we receive those instructions, we will vote all of the shares we own on your behalf in accordance with those instructions. We will vote fund shares for which we do not receive instructions, and any other shares that we own in our own right, in the same proportion as shares for which we receive instructions from contract owners. This voting procedure is sometimes referred to as "mirror voting" because, as indicated in the immediately preceding sentence, we mirror the votes that are actually cast, rather than decide on our own how to vote. In addition, because all the shares of a given mutual fund held within our separate account are legally owned by us, we intend to vote all of such shares when that underlying fund seeks a vote of its shareholders. As such, all such shares will be counted towards whether there is a quorum at the underlying fund's shareholder meeting and towards the ultimate outcome of the vote. Thus, under "mirror voting," it is possible that the votes of a small percentage of contract owners who actually vote will determine the ultimate outcome. We may change the way your voting instructions are calculated if it is required or permitted by federal or state regulation.

### **SUBSTITUTION**

We may substitute one or more of the underlying mutual funds used by the variable investment options. We may also cease to allow investments in existing funds. We would not do this without the approval of the Securities and Exchange Commission (SEC) and any necessary state insurance departments. You will be given specific notice in advance of any substitution we intend to make.

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

#### PAYMENT PROVISIONS

We can begin making annuity payments any time after the first contract anniversary. (Maryland residents must wait until after the seventh anniversary.) Annuity payments must begin no later than the annuitant's 90<sup>th</sup> birthday. Upon annuitization, any value in an interest cell of the market value adjustment option may be subject to a market value adjustment.

We make the income plans described below available at any time before the annuity date. These plans are called annuity options. During the income phase, all of the "annuity options" under this contract are fixed annuity options. This means that your participation in the variable investment options ends on the annuity date. If an annuity option is not selected by the annuity date, the Interest Payment Option (Option 3, described below) will automatically be selected. However, if your contract is held as an IRA and an annuity option is not selected by the annuity date or prior to the annuitant's 90<sup>th</sup> birthday, a lump sum payment of the Contract Value will be made to you on the annuitant's 90<sup>th</sup> birthday. GENERALLY, ONCE THE ANNUITY PAYMENTS BEGIN, THE ANNUITY OPTION CANNOT BE CHANGED AND YOU CANNOT MAKE WITHDRAWALS.

Depending upon the annuity option you choose, you may incur a withdrawal charge when the income phase begins. Currently, if permitted by state law, we deduct any applicable withdrawal charge if you choose Option 1, Option 3, or certain other annuity options that we may make available. We do not deduct a withdrawal charge if you choose Option 2. For information about Withdrawal Charges, see Section 6, "What Are The Expenses Associated With Strategic Partners Select Contract?"

Please note that annuitization essentially involves converting your Contract Value to an annuity payment stream, the length of which depends on the terms of the applicable annuity option. Thus, once annuity payments begin, your death benefit is determined solely under the terms of the applicable annuity payment option.

#### Option 1

**Annuity Payments For A Fixed Period:** Under this option, we will make equal payments for the period chosen, up to 25 years (but not to exceed life expectancy). The annuity payments may be made monthly, quarterly, semiannually, or annually, as you choose, for the fixed period. If the annuitant dies during the income phase, payments will continue to the beneficiary for the remainder of the fixed period or, if the beneficiary so chooses, we will make a single lump sum payment. The amount of the lump sum payment is determined by calculating the present value of the unpaid future payments. This is done by using the interest rate used to compute the actual payments. The interest rate will be at least 3% a year.

#### Option 2

**Life Income Annuity Option:** Under this option, we will make annuity payments monthly, quarterly, semiannually, or annually as long as the annuitant is alive. If the annuitant dies before we have made 10 years worth of payments, we will pay the beneficiary in one lump sum the present value of the annuity payments scheduled to have been made over the remaining portion of that 10 year period, unless we were specifically instructed that such remaining annuity payments continue to be paid to the beneficiary. The present value of the remaining annuity payments is calculated by using the interest rate used to compute the amount of the original 120 payments. The interest rate will be at least 3% a year.

If an annuity option is not selected by the annuity date, this is the option we will automatically select for you, unless prohibited by applicable law. If the life income annuity option is prohibited by applicable law, then we will pay you a lump sum in lieu of this option.

#### Option 3

**Interest Payment Option:** Under this option, we will credit interest on the adjusted Contract Value until you request payment of all or part of the adjusted Contract Value. We can make interest payments on a monthly, quarterly, semiannual, or annual basis or allow the interest to accrue on your contract assets. Under this option, we will pay you interest at an effective rate of at least 3% a year. This option is not available if your contract is held in an IRA.

Under this option, all gain in the annuity will be taxable as of the annuity date, however, you can withdraw part or all of the Contract Value that we are holding at any time.

#### OTHER ANNUITY OPTIONS

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

#### TAX CONSIDERATIONS

If your contract is held under a tax-favored plan, you should consider the required minimum distribution rules under the tax law when selecting your annuity option.



### 3: WHAT KIND OF PAYMENTS WILL I RECEIVE DURING THE INCOME PHASE?

#### (ANNUITIZATION) *continued*

##### HOW WE DETERMINE ANNUITY PAYMENTS

Generally speaking, the annuity phase of the contract involves our distributing to you in increments the value that you have accumulated. We make these incremental payments either over a specified time period (e.g., 15 years) (fixed period annuities) or for the duration of the life of the annuitant (and possibly co-annuitant) (life annuities). There are certain assumptions that are common to both fixed period annuities and life annuities. In each type of annuity, we assume that the value you apply at the outset toward your annuity payments earns interest throughout the payout period. The guaranteed minimum rate is 3%. If our current annuity purchase rates on the annuity date are more favorable to you than the guaranteed rates, we will make payments based on those more favorable rates.

Other assumptions that we use for life annuities and fixed period annuities differ, as detailed in the following overview:

##### Fixed Period Annuities

Generally speaking, in determining the amount of each annuity payment under a fixed period annuity, we start with the adjusted Contract Value, add interest assumed to be earned over the fixed period, and divide the sum by the number of payments you have requested. The life expectancy of the annuitant and co-annuitant are relevant to this calculation only in that we will not allow you to select a fixed period that exceeds life expectancy.

##### Life Annuities

There are more variables that affect our calculation of life annuity payments. Most importantly, we make several assumptions about the annuitant's or co-annuitant's life expectancy, including the following:

- The Annuity 2000 Mortality Table is the starting point for our life expectancy assumptions. This table anticipates longevity of an insured population based on historical experience and reflecting anticipated experience for the year 2000.

### 4: WHAT IS THE DEATH BENEFIT?

**THE DEATH BENEFIT FEATURE PROTECTS THE CONTRACT VALUE FOR THE BENEFICIARY. PLEASE NOTE, THAT NO DEATH BENEFIT IS PAYABLE UPON THE DEATH OF THE OWNER OR JOINT OWNER. A DEATH BENEFIT IS ONLY PAYABLE UPON THE DEATH OF THE ANNUITANT OR CO-ANNUITANT (AS APPLICABLE).**

##### BENEFICIARY

The beneficiary is the person(s) or entity you name to receive any death benefit upon the death of the annuitant or co-annuitant. 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 or last surviving annuitant dies. For entity-owned contracts, we pay a death benefit upon the death of the annuitant.

##### CALCULATION OF THE DEATH BENEFIT

If the annuitant (or the last surviving annuitant, if there are co-annuitants) dies during the accumulation phase, we will, upon receiving appropriate proof of death and any other needed documentation in good order ("due proof of death"), pay a death benefit to the beneficiary designated by the contract owner. We require due proof of death to be submitted promptly.

If the annuitant (older co-annuitant) is under age 80 on the contract date and prior to his or her 80<sup>th</sup> birthday, the annuitant (last surviving annuitant) dies, the beneficiary will receive the greater of the following (as of the time we receive due proof of death):

- Current Contract Value (as of the time we receive appropriate proof of death). We impose no negative market value adjustment on Contract Value held within the market value adjustment option when a death benefit is paid.
- Guaranteed Minimum Death Benefit – The Guaranteed Minimum Death Benefit (GMDB) is the greater of:
  - 1) The step-up value which equals the highest value of the contract on any contract anniversary date – that is, on each contract anniversary, the new step-up value becomes the higher of the previous step-up value and the current contract value. Between anniversary dates, the step-up value is only increased by additional invested purchase payments and reduced proportionally by withdrawals; or
  - 2) The "roll-up value" which is the total of all invested purchase payments compounded daily at an effective annual rate of 5%, subject to a cap of 200% of all invested purchase payments. Both the roll-up and the cap are reduced proportionally by withdrawals.

On or after the annuitant's (or older co-annuitant's) 80<sup>th</sup> birthday, if the annuitant (or last surviving annuitant) dies, the beneficiary will receive the greater of: 1) the current contract value as of the date that due proof of death is received, and 2) the Guaranteed Minimum Death Benefit as of age 80, increased by additional invested purchase payments, and reduced proportionally by withdrawals. For this purpose, an annuitant is deemed to reach age 80 on the contract anniversary on or following the annuitant's actual 80<sup>th</sup> birthday.

If the annuitant (or older co-annuitant) is age 80 or older on the contract date, upon the annuitant's (last surviving annuitant's) death, the beneficiary will receive as of the date that due proof of death is received, the greater of: 1) current contract value as of the date that due proof of death is received; and 2) the total invested purchase payments reduced proportionally by withdrawals.

Here is an example of a proportional reduction:

The current contract value is \$100,000 and step-up value is \$80,000. The owner makes a withdrawal that reduces the contract value by 50% (including the effect of any withdrawal charges). The new step-up value is \$40,000, or 50% of what it was before the withdrawal.

This death benefit is payable only in the event of the death of the sole or last surviving annuitant and will not be paid upon the death of an owner who is not the annuitant.

Certain terms of this death benefit are limited in Oregon.

#### **DEATH OF OWNER OR JOINT OWNER**

If the owner and the annuitant are not the same person and the owner dies during the accumulation phase, the subsequent owner generally receives the cash value subject to tax requirements concerning distributions.

If the contract has an owner and joint owner who are spouses at the time of the owner's or joint owner's death during the accumulation phase, the contract will continue and the surviving spouse will become the sole owner of the contract, entitled to any rights and privileges granted by us under the contract. However, the surviving spouse may, within 60 days of providing due proof of death take the cash value under one of the payout options listed below. Continuance of the contract also is available if the contract is held by a custodial account established to hold retirement assets for the benefit of the natural person annuitant pursuant to the provisions of Section 408(a) of the Internal Revenue Code (or any successor Code section thereto), and the custodian of the account has elected to continue the contract and designate the surviving spouse as annuitant. Continuing the contract in that scenario will result in the contract no longer qualifying for tax deferral under the Internal Revenue Code. However, such tax deferral should result from the ownership of the contract by the custodial account. Spousal continuance also may be available where the contract is owned by certain other types of entity-owners. Please consult your tax or legal adviser.

If the contract has an owner and joint owner who are not spouses at the time of the owner's or joint owner's death during the accumulation phase, the surviving owner will be required to take the cash value under one of the payout options listed below.

**Payout Options** The beneficiary may, within 60 days of providing proof of death, choose to take the death benefit under one of several death benefit payout options listed below.

With respect to a death benefit paid before March 19, 2007, the death benefit payout options were:

Choice 1. Lump sum payment of the death benefit. If the beneficiary does not choose a payout option within sixty days, the beneficiary will receive this payout option.

Choice 2. The payment of the entire death benefit within a period of 5 years from the date of death of the first-to-die of the owner or joint owner.

The entire death benefit will include any increases or losses resulting from the performance of the variable or fixed interest rate options during this period. During this period the beneficiary may: reallocate the Contract Value among the variable, fixed interest rate, or the market value adjustment options; name a beneficiary to receive any remaining death benefit in the event of the beneficiary's death; and make withdrawals from the Contract Value, in which case, any such withdrawals will not be subject to any withdrawal charges. However, the beneficiary may not make any purchase payments to the contract.

During this 5 year period, we will continue to deduct from the death benefit proceeds the charges and costs that were associated with the features and benefits of the contract. Some of these features and benefits may not be available to the beneficiary.

## 4: WHAT IS THE DEATH BENEFIT? *continued*

Choice 3. Payment of the death benefit under an annuity or annuity settlement option over the lifetime of the beneficiary or over a period not extending beyond the life expectancy of the beneficiary with distribution beginning within one year of the date of death of the owner.

If the owner and joint owner are spouses, any portion of the death benefit not applied under Choice 3 within one year of the date of death of the first to die must be distributed within five years of that date of death.

The tax consequences to the beneficiary vary among the three death benefit payout options. See Section 8, “What Are The Tax Considerations Associated With The Strategic Partners Select Contract?”

With respect to a death benefit paid on or after March 19, 2007, unless the surviving spouse opts to continue the contract (or spousal continuance is required under the terms of your contract), a beneficiary may, within 60 days of providing proof of death, take the death benefit as follows:

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

Except in the case of spousal continuance as described above, upon your death, certain distributions must be made under the contract. The required distributions depend on whether you die before you start taking annuity payments under the contract or after you start taking annuity payments under the contract.

If you die on or after the annuity date, the remaining portion of the interest in the contract must be distributed at least as rapidly as under the method of distribution being used as of the date of death.

In the event of your death before the annuity date, the death benefit must be distributed:

- within five (5) years of the date of death; or
- as a series of annuity payments not extending beyond the life expectancy of the beneficiary or over the life of the beneficiary. Payments under this option must begin within one year of the date of death.

Unless you have made an election prior to death benefit proceeds becoming due, a beneficiary can elect to receive the death benefit proceeds under the Beneficiary Continuation Option as described below in the section entitled “Beneficiary Continuation Option,” or as a series of fixed annuity payments. See the section entitled “What Kind of Payments Will I Receive During the Income Phase?”

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

The Code provides for alternative death benefit payment options when a contract is used as an IRA, 403(b) or other “qualified investment” that requires minimum distributions. Upon your death under an IRA, 403(b) or other “qualified investment”, the designated beneficiary may generally elect to continue the contract and receive Required Minimum Distributions under the contract, instead of receiving the death benefit in a single payment. The available payment options will depend on whether you die before the date Required Minimum Distributions under the Code were to begin, whether you have named a designated beneficiary and whether the beneficiary is your surviving spouse.

- If you die after a designated beneficiary has been named, the death benefit must be distributed by December 31<sup>st</sup> of the year including the five year anniversary of the date of death, or as periodic payments not extending beyond the life or life expectancy of the designated beneficiary (provided such payments begin by December 31<sup>st</sup> of the year following the year of death). However, if your surviving spouse is the beneficiary, the death benefit can be paid out over the life or life expectancy of your spouse with such payments beginning no later than December 31<sup>st</sup> of the year following the year of death or December 31<sup>st</sup> of the year in which you would have reached age 70½, which ever is later. Additionally, if the contract is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner.
- If you die before a designated beneficiary is named and *before* the date required minimum distributions must begin under the Code, the death benefit must be paid out by December 31<sup>st</sup> of the year including the five year anniversary of the date of death. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31<sup>st</sup> of the year following the year of death, such contract is deemed to have no designated beneficiary.
- If you die before a designated beneficiary is named and *after* the date Required Minimum Distributions must begin under the Code, the death benefit must be paid out at least as rapidly as under the method then in effect. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31<sup>st</sup> of the year following the year of death, such contract is deemed to have no designated beneficiary.

A beneficiary has the flexibility to take out more each year than mandated under the required minimum distribution rules.

Until withdrawn, amounts in an IRA, 403(b) or other “qualified investment” continue to be tax deferred. Amounts withdrawn each year, including amounts that are required to be withdrawn under the Minimum Distribution rules, are subject to tax. You may wish to consult a professional tax advisor for tax advice as to your particular situation.

For a Roth IRA, if death occurs before the entire interest is distributed, the death benefit must be distributed under the same rules applied to IRAs where death occurs before the date Required Minimum Distributions must begin under the Code.

The tax consequences to the beneficiary may vary among the different death benefit payment options. See the Tax Considerations section of this prospectus, and consult your tax advisor.

### **BENEFICIARY CONTINUATION OPTION**

Instead of receiving the death benefit in a single payment, or under an annuity option, a beneficiary may take the death benefit under an alternative death benefit payment option, as provided by the Code and described above. This “Beneficiary Continuation Option” is described below and is available for an IRA, Roth IRA, SEP IRA, 403(b), or a non-qualified contract.

Under the Beneficiary Continuation Option:

- The Owner’s contract will be continued in the Owner’s name, for the benefit of the beneficiary.
- The beneficiary will incur a Settlement Service Charge which is an annual charge assessed on a daily basis against the average assets allocated to the Sub-accounts. The charge is 1.00% per year.
- The beneficiary will incur an annual maintenance fee equal to the lesser of \$30 or 2% of contract value if the contract value is less than \$25,000 at the time the fee is assessed. The fee will not apply if it is assessed 30 days prior to a surrender request.
- The initial contract value will be equal to any death benefit (including any optional death benefit) that would have been payable to the beneficiary if they had taken a lump sum distribution.
- The available Sub-accounts will be among those available to the Owner at the time of death, however certain Sub-Accounts may not be available.
- The beneficiary may request transfers among Sub-accounts, subject to the same limitations and restrictions that applied to the Owner. Transfers in excess of 20 per year will incur a \$10 transfer fee.
- No fixed interest rate options will be offered.
- No additional Purchase Payments can be applied to the contract.
- The basic death benefit and any optional benefits elected by the Owner will no longer apply to the beneficiary.
- The beneficiary can request a withdrawal of all or a portion of the contract value at any time, unless the beneficiary is required to take pre-determined withdrawal amounts.
- Withdrawals are not subject to a withdrawal charge.
- Upon the death of the beneficiary, any remaining contract value will be paid in a lump sum to the person(s) named by the beneficiary, unless the beneficiary named a successor who may continue receiving payments.

Currently only investment options corresponding to Portfolios of the Advanced Series Trust, and the Prudential Money Market Portfolio, are available under the Beneficiary Continuation Option.

## **5: HOW CAN I PURCHASE A STRATEGIC PARTNERS SELECT CONTRACT?**

### **PURCHASE PAYMENTS**

The initial purchase payment is the amount of money you give us to purchase the contract. Unless we agree otherwise and subject to our rules, the minimum initial purchase payment is \$10,000. You must get our prior approval for any initial and additional purchase payment of \$1,000,000 or more, unless we are prohibited under applicable state law from insisting on such prior approval. With some restrictions, you can make additional purchase payments by means other than electronic fund transfer of no less than \$500 at any time during the accumulation phase. However, we impose a minimum of \$100 with respect to additional purchase payments made through electronic fund transfers.

For qualified contracts, you may purchase the contract only if the annuitant is 69 or younger on the contract date (age 80 or younger if a minimum distribution option has been selected). For non-qualified contracts, you may purchase this contract only if the annuitant, or co-annuitant is 85 or younger on the contract date.

### **ALLOCATION OF PURCHASE PAYMENTS**

When you purchase a contract, we will allocate your purchase payment among the variable or fixed interest rate options, or the market value adjustment option based on the percentages you choose. The percentage of your allocation to a particular investment option can range in whole percentages from 0% to 100%.



## 5: HOW CAN I PURCHASE A STRATEGIC PARTNERS SELECT CONTRACT? *continued*

When you make an additional purchase payment, it will be allocated in the same way as your most recent purchase payment, unless you tell us otherwise.

You may change your allocation of future invested purchase payments at any time. Contact the Prudential Annuity Service Center for details.

We generally will credit the initial purchase payment to your contract within two business days from the day on which we receive your payment in good order at the Prudential Annuity Service Center. If, however, your first payment is made without enough information for us to set up your contract, we may need to contact you to obtain the required information. If we are not able to obtain this information within five business days, we will within that five business day period either return your purchase payment or obtain your consent to continue holding it until we receive the necessary information. We will generally credit each subsequent purchase payment as of the business day we receive it in good order at the Prudential Annuity Service Center. Our business day generally closes at 4:00 p.m. Eastern time. Our business day may close earlier, for example if regular trading on the New York Stock Exchange closes early. Subsequent purchase payments received in good order after the close of the business day will be credited on the following business day.

With respect to both your initial Purchase Payment and any subsequent Purchase Payment that is pending investment in our Separate Account, we may hold the amount temporarily in our general account and may earn interest on such amount. You will not be credited with interest during that period.

At our discretion, we may give initial and subsequent purchase payments (as well as withdrawals and transfers) received in good order by certain broker/dealers prior to the close of a business day the same treatment as they would have received had they been received at the same time at the Prudential Annuity Service Center. For more detail, talk to your registered representative.

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

### CALCULATING CONTRACT VALUE

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

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

- 1) Adding up the total amount of money allocated to a specific investment option;
- 2) Subtracting from that amount insurance charges and any other applicable charges such as for taxes; and
- 3) Dividing this amount by the number of outstanding accumulation units.

When you make a purchase payment to a variable investment option, we credit your contract with accumulation units of the subaccount or subaccounts for the investment options you choose. 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.

We cannot guarantee that your contract value 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 3% a year on that portion of the contract value allocated to the fixed-rate option and to the market value adjustment option if held for the full seven-year period.

## 6: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS SELECT CONTRACT?

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

The charges under the contracts are designed to cover, in the aggregate, our direct and indirect costs of selling, administering and providing benefits under the contracts. They are also designed, in the aggregate, to compensate us for the risks of loss we assume

pursuant to the contracts. If, as we expect, the charges that we collect from the contracts exceed our total costs in connection with the contracts, we will earn a profit. Otherwise, we will incur a loss. The rates of certain of our charges have been set with reference to estimates of the amount of specific types of expenses or risks that we will incur. In most cases, this prospectus identifies such expenses or risks in the name of the charge; however, the fact that any charge bears the name of, or is designed primarily to defray a particular expense or risk does not mean that the amount we collect from that charge will never be more than the amount of such expense or risk. Nor does it mean that we may not also be compensated for such expense or risk out of any other charges we are permitted to deduct by the terms of the contract.

## **INSURANCE AND ADMINISTRATIVE CHARGES**

Each day we make a deduction for insurance and administrative charges. The insurance charges have two parts:

- 1) Mortality and expense risk charge
- 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. We also incur the risk that the death benefit amount exceeds the contract value. The expense risk charge is for assuming the risk that the current charges will be insufficient in the future to cover the cost of administering the contract.

The mortality and expense risk charge is equal, on an annual basis, to 1.37% of the daily value of the contract invested in the variable investment options. This charge is not assessed against amounts allocated to the interest-rate options.

If the charges under the contract are not sufficient to cover our expenses, then we will bear the loss. We do, however, expect to profit from 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 includes preparing and issuing the contract, establishing and maintaining contract records, issuing confirmations and annual reports, personnel costs, legal and accounting fees, filing fees, and systems costs.

This charge is equal, on an annual basis, to 0.15% of the daily value of the contract invested in the variable investment options. This charge is not assessed against amounts allocated to the interest-rate options.

## **ANNUAL CONTRACT FEE**

During the accumulation phase, if your contract value is less than \$50,000, we will deduct \$30 per contract year (this fee may differ in certain states). This annual contract fee is used for administrative expenses and cannot be increased. The \$30 charge will be deducted proportionately from each of the contract's investment options. This same charge will also be deducted when you surrender your contract if your contract value is less than \$50,000.

## **WITHDRAWAL CHARGE**

During the accumulation phase, you can make withdrawals from your contract. When you make a withdrawal, money will be taken first from your purchase payments for purposes of determining withdrawal charges. When your purchase payments have been used up, then we will take the money from your earnings. 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. If the contract is sold under circumstances that reduce the sales expenses, we may reduce or eliminate the withdrawal charge. For example, a large group of individuals purchasing contracts or an individual who already has a relationship with us may receive such a reduction. We will not permit a reduction or elimination of charges where it would be unfairly discriminatory.

You can withdraw up to 10% of your total purchase payments each contract year without paying a withdrawal charge. This amount is referred to as the "charge-free amount." If any of the charge-free amount is not used during a contract year, it will be carried over to the next contract year. During the first seven contract years, if your withdrawal of purchase payments is more than the charge-free amount, a withdrawal charge will be applied proportionately to all of the variable investment options as well as the interest-rate options. This charge is based on your contract date.

## 6: WHAT ARE THE EXPENSES ASSOCIATED WITH THE STRATEGIC PARTNERS SELECT CONTRACT? *continued*

The withdrawal charge is the percentage, shown below, of the amount withdrawn.

### Percentage of Applicable Withdrawal Charges

During contract year 1	7%
During contract year 2	6%
During contract year 3	5%
During contract year 4	4%
During contract year 5	3%
During contract year 6	2%
During contract year 7	1%
After that	0%

Note: There is no withdrawal charge on any withdrawals made under the Critical Care Access Option or on any amount used to provide income under the Life Annuity with 120 payments (10 years) certain option. There will be a reduction in the withdrawal charge for contracts issued to annuitants whose age is 84 and older.

If a withdrawal is taken from a market value adjustment guarantee period prior to the expiration of the rate guarantee period, we will make a market value adjustment to the withdrawal amount. We will then apply a withdrawal charge to the adjusted amount.

Withdrawal charges will never be greater than permitted by applicable law.

### WAIVER OF WITHDRAWAL CHARGE FOR CRITICAL CARE

Except as restricted by applicable state law, we will waive all withdrawal charges upon receipt of proof that the sole or last surviving annuitant is terminally ill, or has been confined to an eligible nursing home or eligible hospital continuously for at least three months after the contract date. We will also waive the contract maintenance charge if you surrender your contract in accordance with the above noted conditions. This waiver is not available if the owner has assigned ownership of the contract to someone else.

### TAXES ATTRIBUTABLE TO PREMIUM

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

### TRANSFER FEE

You can make 12 free transfers every contract year. We measure a contract year from the date we issue your contract (contract date). If you make more than 12 transfers in a contract year (excluding Dollar Cost Averaging and Auto-Rebalancing), we will deduct a transfer fee of \$25 for each additional transfer. We will deduct the transfer fee pro-rata from the investment options from which the transfer is made. The transfer fee is deducted before the market value adjustment, if any, is calculated. There is a unique transfer fee under the Beneficiary Continuation Option.

### BENEFICIARY CONTINUATION OPTION CHARGES

If your beneficiary takes the death benefit under a beneficiary continuation option, we deduct a Settlement Service Charge. The charge is assessed daily against the average assets allocated to the variable investment options, and is equal to an annual charge of 1.00%. In addition, the beneficiary will incur an annual maintenance fee equal to the lesser of \$30 or 2% of Contract Value if the Contract Value is less than \$25,000 at the time the fee is assessed. The fee will not apply if it is assessed 30 days prior to a surrender request. Finally, transfers in excess of 20 per year will incur a \$10 transfer fee.

### COMPANY TAXES

We pay company income taxes on the taxable corporate earnings created by this separate account product. While we may consider company income taxes when pricing our products, we do not currently include such income taxes in the tax charges you pay under the contract. We will periodically review the issue of charging for these taxes and may impose a charge in the future.

In calculating our corporate income tax liability, we derive certain corporate income tax benefits associated with the investment of company assets, including separate account assets, which are treated as company assets under applicable income tax law. These benefits reduce our overall corporate income tax liability. Under current law, such benefits may include foreign tax credits and corporate dividend received deductions. We do not pass these tax benefits through to holders of the separate account annuity contracts because (i) the contract owners are not the owners of the assets generating these benefits under applicable income tax law and (ii) we do not currently include company income taxes in the tax charges you pay under the contract. We reserve the right to change these tax practices.

#### **UNDERLYING MUTUAL FUND FEES**

When you allocate a purchase payment or a transfer to the variable investment options, we in turn invest in shares of a corresponding underlying mutual fund. Those funds charge fees that are in addition to the contract-related fees described in this section. For 2006, the fees of these funds ranged from 0.37% to 1.19% annually. For certain funds, expenses are reduced pursuant to expense waivers and comparable arrangements. In general, these expense waivers and comparable arrangements are not guaranteed, and may be terminated at any time. For additional information about these fund fees, please consult the prospectuses for the funds.

## **7: HOW CAN I ACCESS MY MONEY?**

#### **You can access your Money by:**

- Making a withdrawal (either partial or complete); or
- Choosing to receive annuity payments during the income phase.

#### **YOU CAN MAKE WITHDRAWALS ONLY DURING THE ACCUMULATION PHASE**

When you make a full withdrawal, you will receive the value of your contract minus any applicable charges and fees. We will calculate the value of your contract, and charges, if any, as of the date we receive your request in good order at the Prudential Annuity Service Center.

Unless you tell us otherwise, any partial withdrawal will be made proportionately from all of the affected investment options and interest-rate options you have selected. You will need our consent to make a partial withdrawal if the requested withdrawal is less than \$250.

With respect to the variable investment options, we will generally pay the withdrawal amount, less any required tax withholding, within seven days after we receive a properly completed withdrawal request. We will deduct applicable charges, and apply a market value adjustment, if any, from the assets in your contract.

**Income taxes, tax penalties, and certain restrictions also may apply to any withdrawal you make. For a more complete explanation, see section 8 of this prospectus.**

#### **AUTOMATED WITHDRAWALS**

We offer an automated withdrawal feature. This feature enables you to receive periodic withdrawals in monthly, quarterly, semiannual or annual intervals. We will process your withdrawals at the end of the business day at the intervals you specify. We will continue at these intervals until you tell us otherwise.

You can make withdrawals from any designated investment option or proportionally from all investment options. Market value adjustments may apply. Withdrawal charges may be deducted if the withdrawals in any contract year are more than the charge-free amount. The minimum automated withdrawal amount you can make generally is \$100. An assignment of the contract terminates any automated withdrawal program that you had in effect.

**Income taxes, tax penalties, withdrawal charges, market value adjustments and certain restrictions may apply to automated withdrawals. For a more complete explanation, see section 8.**

#### **SUSPENSION OF PAYMENTS OR TRANSFERS**

The SEC may require us to suspend or postpone payments made in connection with withdrawals or transfers from the variable investment options for any period when:

- The New York Stock Exchange is closed (other than customary weekend and holiday closings);
- Trading on the New York Stock Exchange is restricted;
- An emergency exists, as determined by the SEC, during which sales and redemptions of shares of the underlying mutual funds are not feasible or we cannot reasonably value the accumulation units; or
- The SEC, by order, permits suspension or postponement of payments for the protection of owners.

We expect to pay the amount of any withdrawal or process any transfer made from the interest-rate options promptly upon request.

## **8: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS SELECT CONTRACT?**

The tax considerations associated with the Strategic Partners Select contract vary depending on whether the contract is (i) owned by an individual and not associated with a tax-favored retirement plan (including contracts held by a non-natural person, such as a trust, acting as an agent for a natural person), or (ii) held under a tax-favored retirement plan. We discuss the tax considerations for these categories of contracts below. The discussion is general in nature and describes only federal income tax law (not state or other tax laws). It is based on current law and interpretations, which may change. The discussion includes a description of certain spousal rights under the contract and under tax-qualified plans. Our administration of such spousal rights and related tax reporting accords with our understanding of the Defense of Marriage Act (which defines a “marriage” as a legal union between a man and a woman and a “spouse” as a person of the opposite sex). The information provided is not intended as tax advice. You should consult with a qualified tax advisor for complete information and advice. References to purchase payments below relate to your cost basis in your contract. Generally, your cost basis in a contract not associated with a tax-favored retirement plan is the amount you pay into your contract, or into annuities exchanged for your contract, on an after-tax basis less any withdrawals of such payments.

This contract may also be purchased as a non-qualified annuity (i.e., a contract not held under a tax-favored retirement plan) by a trust or custodial IRA account, which can hold other permissible assets other than the annuity. The terms and administration of the trust or custodial account in accordance with the laws and regulations for IRAs, as applicable, are the responsibility of the applicable trustee or custodian.

### **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.

#### **Contracts Not Held By Tax Favored Plans**

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

Charges for investment advisory fees that are taken from the contract are treated as a partial withdrawal from the contract and will be reported as such to the contract owner.

It is possible that the Internal Revenue Service (IRS) would assert that some or all of the charges for the optional benefits under the contract, should be treated for federal income tax purposes as a partial withdrawal from the contract. If this were the case, the charge for these benefits could be deemed a withdrawal and treated as taxable to the extent there are earnings in the contract. Additionally, for owners under age 59½, the taxable income attributable to the charge for the benefit could be subject to a tax penalty.

If the IRS determines that the charges for one or more benefits under the contract are taxable withdrawals, then the sole or surviving owner will be provided with a notice from us describing available alternatives regarding these benefits.

#### **Taxes on Withdrawals and Surrender**

If you make a withdrawal from your contract or surrender it before annuity payments begin, the amount you receive will be taxed as ordinary income, rather than as return of purchase payments, until all gain has been withdrawn. Once all gain has been withdrawn, payments will be treated as a nontaxable return of purchase payments until all purchase payments have been returned. After all purchase payments are returned, all subsequent amounts will be taxed as ordinary income. You will generally be taxed on any withdrawals from the contract while you are alive even if the withdrawal is paid to someone else. Withdrawals under a systematic payment are taxed under these rules.

If you assign or pledge all or part of your contract as collateral for a loan, the part assigned generally will be treated as a withdrawal. Also, if you elect the interest payment option that we may offer, that election will be treated, for tax purposes, as surrendering your contract.

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

### **Tax Penalty 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:

- the amount is paid on or after you reach age 59½ or die;
- the amount received is attributable to your becoming disabled;
- the amount paid or received is in the form of substantially equal payments not less frequently than annually (please note that substantially equal payments must continue until the later of reaching age 59½ or 5 years. Modification of payments during that time period will generally result in retroactive application of the 10% tax penalty.); or
- The amount received is paid under an immediate annuity contract (in which annuity payments begin within one year of purchase).

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

Section 1035 of the Internal Revenue Code of 1986, as amended (Code) permits certain tax-free exchanges of a life insurance, annuity or endowment contract for an annuity. If the annuity is purchased through a tax-free exchange of a life insurance, annuity or endowment contract that was purchased prior to August 14, 1982, then any purchase payments made to the original contract prior to August 14, 1982 will be treated as made to the new contract prior to that date. (See "Federal Tax Status" in the Statement of Additional Information).

Partial surrenders may be treated in the same way as tax-free 1035 exchanges of entire contracts, therefore avoiding current taxation of any gains in the contract as well as the 10% tax penalty on pre-age 59½ withdrawals. The IRS has reserved the right to treat transactions it considers abusive as ineligible for this favorable partial 1035 exchange treatment. We do not know what transactions may be considered abusive. For example, we do not know how the IRS may view early withdrawals or annuitizations after a partial exchange. In addition, it is unclear how the IRS will treat a partial exchange from a life insurance, endowment, or annuity contract into an immediate annuity. As of the date of this prospectus, we will accept a partial 1035 exchange from a non-qualified annuity into an immediate annuity as a "tax-free" exchange for future tax reporting purposes, except to the extent that we, as a reporting and withholding agent, believe that we would be expected to deem the transaction to be abusive. However, some insurance companies may not recognize these partial surrenders as tax-free exchanges and may report them as taxable distributions to the extent of any gain distributed as well as subjecting the taxable portion of the distribution to the 10% tax penalty. We strongly urge you to discuss any transaction of this type with your tax advisor before proceeding with the transaction.

### **Taxes Payable by Beneficiaries**

The death benefit options are subject to income tax to the extent the distribution exceeds the cost basis in the contract. The value of the death benefit, as determined under federal law, is also included in the owner's estate.

Generally, the same tax rules described above would also apply to amounts received by your beneficiary. Choosing any option other than a lump sum death benefit may defer taxes. Certain required minimum distribution provisions under the tax law apply upon your death, as discussed further below.

Tax consequences to the beneficiary vary among the death benefit payment options.

- Choice 1: The beneficiary is taxed on earnings in the contract.
- Choice 2: The beneficiary is taxed as amounts are withdrawn (in this case earnings are treated as being distributed first).
- Choice 3: The beneficiary is taxed on each payment (part will be treated as earnings and part as return of premiums).

### **Considerations for Co-Annuitants**

There may be adverse tax consequences if a Co-Annuitant succeeds an Annuitant when an Annuity is owned by a trust that is neither tax exempt nor qualifies for preferred treatment under certain sections of the Code. In general, the Code is designed to prevent indefinite deferral of tax. Continuing the benefit of tax deferral by naming one or more Co-Annuitants when an Annuity is owned by a non-qualified trust might be deemed an attempt to extend the tax deferral for an indefinite period. Therefore, adverse tax treatment may depend on the terms of the trust, who is named as Co-Annuitant, as well as the particular facts and circumstances. You should consult your tax advisor before naming a Co-Annuitants if you expect to use an Annuity in such a fashion.

### **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



## **8: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS SELECT CONTRACT?** *continued*

case of an annuity or similar periodic payment, we will withhold as if you are a married individual with three 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. Please refer to the CONTRACTS HELD BY TAX FAVORED PLANS section below for a discussion regarding withholding rules for tax favored plans (for example, an IRA).

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

### **Entity Owners**

Where a contract is held by a non-natural person (e.g. a corporation), other than as an agent or nominee for a natural person (or in other limited circumstances), the contract will not be taxed as an annuity and increases in the value of the contract over its cost basis will be subject to tax annually.

Where a contract is issued to a trust, and such trust is characterized as a grantor trust under the Internal Revenue Code, such contract shall not be considered to be held by a non-natural person and will be subject to the tax reporting and withholding requirements for contracts not held by tax favored plans.

### **Annuity Qualification**

Diversification And Investor Control. In order to qualify for the tax rules applicable to annuity contracts described above, the assets underlying the variable investment options of the annuity contract must be diversified, according to certain rules under the Internal Revenue Code.

Each portfolio is required to diversify its investments each quarter so that no more than 55% of the value of its assets is represented by any one investment, no more than 70% is represented by any two investments, no more than 80% is represented by any three investments, and no more than 90% is represented by any four investments. Generally, securities of a single issuer are treated as one investment and obligations of each U.S. Government agency and instrumentality (such as the Government National Mortgage Association) are treated as issued by separate issuers. In addition, any security issued, guaranteed or insured (to the extent so guaranteed or insured) by the United State or an instrumentality of the U.S. will be treated as a security issued by the U.S. Government of its instrumentality, where applicable. We believe the portfolios underlying the variable investment options of the Contract meet these diversification requirements.

An additional requirement for qualification for the tax treatment described above is that we, and not you as the contract owner, must have sufficient control over the underlying assets to be treated as the owner of the underlying assets for tax purposes. While we also believe these investor control rules will be met, the Treasury Department may promulgate guidelines under which a variable annuity will not be treated as an annuity for tax purposes if persons with ownership rights have excessive control over the investments underlying such variable annuity. It is unclear whether such guidelines, if in fact promulgated, would have retroactive effect. It is also unclear what effect, if any, such guidelines may have on transfers between the investment options offered pursuant to this prospectus. We reserve the right to take any action, including modifications to your contract or the investment options, required to comply with such guidelines if promulgated. Any such changes will apply uniformly to affected owners and will be made with such notice to affected owners as is feasible under the circumstances.

Required distributions upon your death for contracts owned by individuals (not associated with tax-favored plans). Upon your death, certain distributions must be made under the contract. The required distributions depend on whether you die before you start taking annuity payments under the contract or after you start taking annuity payments under the contract.

If you die on or after the annuity start 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 start date, the entire interest in the contract must be distributed within five years after the date of death or as periodic payments over a period not extending beyond the life or life expectancy of such designated beneficiary (provided

such payments begin within one year of your death). Your designated beneficiary is the person to whom benefit rights under the contract pass by reason of death, and must be a natural person in order to elect a periodic payment option based on life expectancy or a period exceeding five years.

Additionally, if the contract is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner.

**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 contract owners 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:

- Your contract was issued in exchange for a contract containing purchase payments made before August 14, 1982;
- You transfer your contract to, or designate, a beneficiary who is either 37 ½ years younger than you or a grandchild.

#### **CONTRACTS HELD BY TAX FAVORED PLANS**

The following discussion covers annuity contracts held under tax-favored retirement plans.

Currently, the contract may be purchased for use in connection with individual retirement accounts and annuities (IRAs) which are subject to Sections 408(a) and 408(b) of the Code and Roth Individual Retirement Accounts (Roth IRAs) under Section 408A of the Code. This description assumes that you have satisfied the requirements for eligibility for these products.

You should be aware that tax favored plans such as IRAs generally provide tax deferral regardless 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.

#### **Types of Tax Favored Plans**

**IRAs.** If you buy a contract for use as an IRA, we will provide you a copy of the prospectus and contract. The “IRA Disclosure Statement,” attached to this prospectus, 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 provided by applicable state law, the amount your contract is worth, if greater) less any applicable federal and state income tax withholding.

**Contributions Limits/Rollovers.** Because of the way the contract is designed, you may only purchase a contract for an IRA in connection with a “rollover” of amounts from a qualified retirement plan or transfer from another IRA, or if you are age 50 or older by making a single contribution consisting of your IRA contributions and catch-up contributions attributable to a prior year and the current year during the period from January 1 to April 15 of the current year. You must make a minimum initial payment of \$10,000 to purchase a contract. This minimum is greater than the maximum amount of any annual contribution allowed by law you may make to an IRA. For 2007, the limit is \$4,000, increasing to \$5,000 in 2008. After 2008, the contribution amount will be indexed for inflation. The tax law also provides for a catch-up provision for individuals who are age 50 and above, allowing these individuals an additional \$1,000 contribution each year. The “rollover” rules under the Code are fairly technical; however, an individual (or his or her surviving spouse) may generally “roll over” certain distributions from tax favored retirement plans (either directly or within 60 days from the date of these distributions) if he or she meets the requirements for distribution. Once you buy the contract, you can make regular IRA contributions under the contract (to the extent permitted by law). However, if you make such regular IRA contributions, you should note that you will not be able to treat the contract as a “conduit IRA,” which means that you will not retain possible favorable tax treatment if you subsequently “roll over” the contract funds originally derived from a qualified retirement plan into another Section 401(a) plan.

**REQUIRED PROVISIONS.** Contracts that are IRAs (or endorsements that are part of the contract) must contain certain provisions:

- You, as owner of the contract, must be the “annuitant” under the contract (except in certain cases involving the division of property under a decree of divorce);
- Your rights as owner are non-forfeitable;
- You cannot sell, assign or pledge the contract, other than to Pruco Life;
- The annual contribution you pay cannot be greater than the maximum amount allowed by law, including catch-up contributions if applicable (which does not include any rollover amounts);
- The date on which required minimum distributions must begin cannot be later than April 1st of the calendar year after the calendar year you turn age 70 ½; and
- Death and annuity payments must meet “required minimum distribution provisions under the tax law”.

## 8: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS SELECT CONTRACT? *continued*

Usually, the full amount of any distribution from an IRA (including a distribution from this contract) which is not a rollover is taxable. As taxable income, these distributions are subject to the general tax withholding rules described earlier. In addition to this normal tax liability, you may also be liable for the following, depending on your actions:

- A 10% “early distribution penalty”;
- Liability for “prohibited transactions” if you, for example, borrow against the value of an IRA; or
- Failure to take a minimum distribution.

**ROTH IRAs.** Like standard IRAs, income within a Roth IRA accumulates tax-free, and contributions are subject to specific limits. Roth IRAs have, however, the following differences:

- Contributions to a Roth IRA cannot be deducted from your gross income;
- “Qualified distributions” from a Roth IRA are excludable from gross income. A “qualified distribution” is a distribution that satisfies two requirements: (1) the distribution must be made (a) after the owner of the IRA attains age 59½; (b) after the owner’s death; (c) due to the owner’s disability; or (d) for a qualified first time homebuyer distribution within the meaning of Section 72(t)(2)(F) of the Code; and (2) the distribution must be made in the year that is at least five tax years after the first year for which a contribution was made to any Roth IRA established for the owner or five years after a rollover, transfer, or conversion was made from a traditional IRA to a Roth IRA. Distributions from a Roth IRA that are not qualified distributions will be treated as made first from contributions and then from earnings, and earnings will be taxed generally in the same manner as distributions from a traditional IRA; and
- If eligible (including meeting income limitations and earnings requirements), you may make contributions to a Roth IRA after attaining age 70½, and distributions are not required to begin upon attaining such age or at any time thereafter.

The “IRA Disclosure Statement” attached to this prospectus contains some additional information on Roth IRAs.

Because the contract’s minimum initial payment of \$10,000 is greater than the maximum annual contribution permitted to be made to a Roth IRA, you may only purchase the contract for a Roth IRA in connection with a “rollover” or “conversion” of amounts of a traditional IRA, conduit IRA, or another Roth IRA, or if you are age 50 or older by making a single contribution consisting of your IRA contributions and catch-up contributions attributable to the prior year and the current year during the period from January 1 to April 15 of the current year. The Code permits persons who meet certain income limitations (generally, adjusted gross income under \$100,000) who are not married filing a separate return, and who receive certain qualifying distributions from such non-Roth IRAs, to directly rollover or make, within 60 days, a “rollover” of all or any part of the amount of such distribution to a Roth IRA which they establish. Beginning January 2008, an individual receiving an eligible rollover distribution from a qualified plan can directly roll over contributions to a Roth IRA, subject to the same income limits. This conversion triggers current taxation (but is not subject to a 10% early distribution penalty). Once the contract has been purchased, regular Roth IRA contributions will be accepted to the extent permitted by law. In addition, as of January 1, 2006, an individual receiving an eligible rollover distribution from a designated Roth account under an employer plan may roll over the distribution to a Roth IRA even if the individual is not eligible to make regular or conversion contributions to a Roth IRA. If you are considering rolling over funds from your Roth account under an employer plan, please contact your financial professional prior to purchase to confirm whether such rollovers are being accepted.

### **Required Minimum Distribution And Payment Options**

If you hold the contract under an IRA (or other tax-favored plan), IRS required minimum distribution provisions must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70½ and must be made for each year thereafter. Roth IRAs are not subject to these rules during the owner’s lifetime. The amount of the payment must at least equal the minimum required under the IRS rules. Several choices are available for calculating the minimum amount. More information on the mechanics of this calculation is available on request. Please contact us a reasonable time before the IRS deadline so that a timely distribution is made. Please note that there is a 50% tax penalty on the amount of any minimum distribution not made in a timely manner.

Effective in 2006, in accordance with recent changes in laws and regulations, required minimum distributions will be calculated based on the sum of the contract value and the actuarial value of any additional death benefits and benefits from optional riders that you have purchased under the contract. As a result, the required minimum distributions may be larger than if the calculation were based on the contract value only, which may in turn result in an earlier (but not before the required beginning date) distribution of amounts under the contract and an increased amount of taxable income distributed to the contract owner, and a reduction of death benefits and the benefits of any optional riders.

You can use the minimum distribution option to satisfy the IRS required minimum distribution provisions for this contract without either beginning annuity payments or surrendering the contract. We will distribute to you this minimum distribution amount, less any other partial withdrawals that you made during the year.

Although the IRS rules determine the required amount to be distributed from your IRA each year, certain payment alternatives are still available to you. If you own more than one IRA, you can choose to satisfy your minimum distribution requirement for each of your IRAs by withdrawing that amount from any of your IRAs. Similar rules apply if you inherit more than one Roth IRA from the same owner.

### **Required Distributions Upon Your Death For Qualified Contracts Held By Tax Favored Plans**

Upon your death under an IRA, 403(b) or other “qualified investment”, the designated beneficiary may generally elect to continue the contract and receive required minimum distributions under the contract instead of receiving the death benefit in a single payment. The available payment options will depend on whether you die before the date required minimum distributions under the Code were required to begin, whether you have named a designated beneficiary and whether that beneficiary is your surviving spouse.

- If you die after a designated beneficiary has been named, the death benefit must be distributed by December 31<sup>st</sup> of the year including the five year anniversary of the date of death, or as periodic payments not extending beyond the life or life expectancy of the designated beneficiary (as long as payments begin by December 31<sup>st</sup> of the year following the year of death). However, if your surviving spouse is the beneficiary, the death benefit can be paid out over the life or life expectancy of your spouse with such payments beginning no later than December 31<sup>st</sup> of the year following the year of death or December 31<sup>st</sup> of the year in which you would have reached age 70 ½, whichever is later. Additionally, if the contract is payable to (or for the benefit of) your surviving spouse, that portion of the contract may be continued with your spouse as the owner.
- If you die before a designated beneficiary is named and **before** the date required minimum distributions must begin under the Code, the death benefit must be paid out by December 31<sup>st</sup> of the year including the five year anniversary of the date of death. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31<sup>st</sup> of the year following the year of death, such contract is deemed to have no designated beneficiary.
- If you die before a designated beneficiary is named and **after** the date required minimum distributions must begin under the Code, the death benefit must be paid out at least as rapidly as under the method then in effect. For contracts where multiple beneficiaries have been named and at least one of the beneficiaries does not qualify as a designated beneficiary and the account has not been divided into separate accounts by December 31<sup>st</sup> of the year following the year of death, such contract is deemed to have no designated beneficiary.

A beneficiary has the flexibility to take out more each year than mandated under the required minimum distribution rules.

Until withdrawn, amounts in an IRA, 403(b) or other “qualified investment” continue to be tax deferred. Amounts withdrawn each year, including amounts that are required to be withdrawn under the minimum distribution rules, are subject to tax. You may wish to consult a professional tax advisor for tax advice as to your particular situation.

For a Roth IRA, if death occurs before the entire interest is distributed, the death benefit must be distributed under the same rules applied to IRAs where death occurs before the date required minimum distributions must begin under the Code.

### **Penalty For Early Withdrawals**

You may owe a 10% tax penalty on the taxable part of distributions received from an IRA or Roth IRA before you attain age 59 ½.

Amounts are not subject to this tax penalty if:

- the amount is paid on or after you reach age 59 ½ or die;
- the amount received is attributable to your becoming disabled; or
- the amount paid or received is in the form of substantially equal payments not less frequently than annually (please note that substantially equal payments must continue until the later of reaching age 59 ½ or 5 years. Modification of payments during that time period will generally result in retroactive application of the 10% tax penalty).

Other exceptions to this tax may apply. You should consult your tax advisor for further details.

### **Withholding**

Unless you elect otherwise, we will withhold federal income tax from the taxable portion of such distribution at an appropriate percentage. The rate of withholding on annuity payments where no mandatory withholding is required is determined on the basis of the withholding certificate that you file with us. If you do not file a certificate, we will automatically withhold federal taxes on the following basis:

- For any annuity payments not subject to mandatory withholding, you will have taxes withheld by us as if you are a married individual, with three exemptions; and
- For all other distributions, we will withhold at a 10% rate.

We will provide you with forms and instructions concerning the right to elect that no amount be withheld from payments in the ordinary course. However, you should know that, in any event, you are liable for payment of federal income taxes on the taxable



## **8: WHAT ARE THE TAX CONSIDERATIONS ASSOCIATED WITH THE STRATEGIC PARTNERS SELECT CONTRACT?** *continued*

portion of the distributions, and you should consult with your tax advisor to find out more information on your potential liability if you fail to pay such taxes.

### **ERISA Requirements**

ERISA (the “Employee Retirement Income Security Act of 1974”) and the Code prevent a fiduciary and other “parties in interest” with respect to a plan (and, for these purposes, an IRA would also constitute a “plan”) from receiving any benefit from any party dealing with the plan, as a result of the sale of the contract. Administrative exemptions under ERISA generally permit the sale of insurance/annuity products to plans, provided that certain information is disclosed to the person purchasing the contract. This information has to do primarily with the fees, charges, discounts and other costs related to the contract, as well as any commissions paid to any agent selling the contract.

Information about any applicable fees, charges, discounts, penalties or adjustments may be found under Section 6, “What Are The Expenses Associated With The Strategic Partners Select Contract?”

Information about sales representatives and commissions may be found under “Other Information” and “Sale And Distribution Of The Contract” in Section 9.

Other relevant information required by the exemptions is contained in the contract and accompanying documentation.

Please consult with your tax advisor if you have any questions about ERISA and these disclosure requirements.

### **Additional Information**

For additional information about federal tax law requirements applicable to tax favored plans, see the “IRA Disclosure Statement,” attached to this prospectus.

## **9: OTHER INFORMATION**

### **PRUCO LIFE INSURANCE COMPANY**

Pruco Life Insurance Company (Pruco Life) is a stock life insurance company, organized on December 23, 1971 under the laws of the State of Arizona. It is licensed to sell life insurance and annuities in the District of Columbia, Guam, and in all states except New York.

Pruco Life is a wholly-owned subsidiary of The Prudential Insurance Company of America (Prudential), a New Jersey stock life insurance company doing business since October 13, 1875. Prudential is an indirect wholly-owned subsidiary of Prudential Financial, Inc. (Prudential Financial), a New Jersey insurance holding company. As Pruco Life’s ultimate parent, Prudential Financial exercises significant influence over the operations and capital structure of Pruco Life and Prudential. However, neither Prudential Financial, Prudential, nor any other related company has any legal responsibility to pay amounts that Pruco Life may owe under the contract.

Pruco Life publishes annual and quarterly reports that are filed with the SEC. These reports contain financial information about Pruco Life that is annually audited by independent accountants. Pruco Life’s annual report for the year ended December 31, 2005, together with subsequent periodic reports that Pruco Life files with the SEC, are incorporated by reference into this prospectus. You can obtain copies, at no cost, of any and all of this information, including the Pruco Life annual report that is not ordinarily mailed to contract owners, the more current reports and any subsequently filed documents at no cost by contacting us at the address or telephone number listed on the cover. The SEC file number for Pruco Life is 811-07325. You may read and copy any filings made by Pruco Life with the SEC at the SEC’s Public Reference Room at 100 F Street N.E., Washington, D.C. 20549. You can obtain information on the operation of the Public Reference Room by calling (202) 551-8090. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at [www.sec.gov](http://www.sec.gov).

### **THE SEPARATE ACCOUNT**

We have established a separate account, the Pruco Life Flexible Premium Variable Annuity Account (separate account), to hold the assets that are associated with the variable annuity contracts. The separate account was established under Arizona law on June 16, 1995, and is registered with the SEC under the Investment Company Act of 1940, as a unit investment trust, which is a type of investment company. The assets of the separate account are held in the name of Pruco Life and legally belong to us. These assets are kept separate from all of our other assets and may not be charged with liabilities arising out of any other business we may

conduct. More detailed information about Pruco Life, including its audited consolidated financial statements, is provided in the Statement of Additional Information.

## **SALE AND DISTRIBUTION OF THE CONTRACT**

Prudential Investment Management Services LLC (PIMS), a wholly-owned subsidiary of Prudential Financial, Inc., is the distributor and principal underwriter of the securities offered through this prospectus. PIMS acts as the distributor of a number of annuity contracts and life insurance products we offer.

PIMS's principal business address is 100 Mulberry Street, Newark, New Jersey 07102-4077. PIMS is registered as a broker/dealer under the Securities Exchange Act of 1934 (Exchange Act) and is a member of the National Association of Securities Dealers, Inc. (NASD).

The contract is offered on a continuous basis. PIMS enters into distribution agreements with broker/dealers who are registered under the Exchange Act and with entities that may offer the contract but are exempt from registration (firms). Applications for the contract are solicited by registered representatives of those firms. Such representatives will also be our appointed insurance agents under state insurance law. In addition, PIMS may offer the contract directly to potential purchasers.

Commissions are paid to firms on sales of the contract according to one or more schedules. The individual representative will receive a portion of the compensation, depending on the practice of his or her firm. Commissions are generally based on a percentage of purchase payments made, up to a maximum of 8%. Alternative compensation schedules are available that provide a lower initial commission plus ongoing annual compensation based on all or a portion of Contract Value. We may also provide compensation to the distributing firm for providing ongoing service to you in relation to the contract. Commissions and other compensation paid in relation to the contract do not result in any additional charge to you or to the separate account.

In addition, in an effort to promote the sale of our products (which may include the placement of Pruco Life and/or the contract on a preferred or recommended company or product list and/or access to the firm's registered representatives), we or PIMS may enter into compensation arrangements with certain broker/dealer firms with respect to certain or all registered representatives of such firms under which such firms may receive separate compensation or reimbursement for, among other things, training of sales personnel and/or marketing and/or administrative services and/or other services they provide to us or our affiliates. These services may include, but are not limited to: educating customers of the firm on the contract's features; conducting due diligence and analysis; providing office access, operations and systems support; holding seminars intended to educate registered representatives and make them more knowledgeable about the contract; providing a dedicated marketing coordinator; providing priority sales desk support; and providing expedited marketing compliance approval to PIMS. Further information about the firms that are part of these compensation arrangements appears in the Statement of Additional Information, which is available without charge upon request.

To the extent permitted by NASD rules and other applicable laws and regulations, PIMS may pay or allow other promotional incentives or payments in the form of cash or non-cash compensation. These arrangements may not be offered to all firms and the terms of such arrangements may differ between firms.

You should note that firms and individual registered representatives and branch managers within some firms participating in one of these compensation arrangements might receive greater compensation for selling the contract than for selling a different contract that is not eligible for these compensation arrangements. While compensation is generally taken into account as an expense in considering the charges applicable to a contract product, any such compensation will be paid by us or PIMS and will not result in any additional charge to you. Your registered representative can provide you with more information about the compensation arrangements that apply upon the sale of the contract.

## **LITIGATION**

Pruco Life is subject to legal and regulatory actions in the ordinary course of its businesses, which may include class action lawsuits. Pending legal and regulatory actions include proceedings relating to aspects of the businesses and operations that are specific to Pruco Life and that are typical of the businesses in which Pruco Life operates. Class action and individual lawsuits may involve a variety of issues and/or allegations, which include sales practices, underwriting practices, claims payment and procedures, premium charges, policy servicing and breach of fiduciary duties to customers. Pruco Life may also be subject to litigation arising out of its general business activities, such as its investments and third party contracts. In certain of these matters, the plaintiffs may seek large and/or indeterminate amounts, including punitive or exemplary damages.

*Stewart v. Prudential, et al.* is a lawsuit brought in the Circuit Court of the First Judicial District of Hinds County, Mississippi by the beneficiaries of an alleged life insurance policy against Pruco Life and Prudential. The complaint alleges that the Prudential defendants acted in bad faith when they failed to pay a death benefit on an alleged contract of insurance that was never delivered. In February 2006, the jury awarded the plaintiffs \$1.4 million in compensatory damages and \$35 million in punitive damages. Motions for a new trial, judgment notwithstanding the verdict and remittitur, were denied in June 2006. Pruco Life's appeal with the Mississippi Supreme Court is pending.



## **9: OTHER INFORMATION** *continued*

Pruco Life's litigation and regulatory matters are 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 Pruco Life in a particular quarterly or annual period could be materially affected by an ultimate unfavorable resolution of litigation and regulatory matters, depending, in part, upon the results of operations or cash flow for such period. Management believes, however, that the ultimate outcome of all pending litigation and regulatory matters, after consideration of applicable reserves and rights to indemnification, should not have a material adverse effect on Pruco Life's financial position.

### **ASSIGNMENT**

In general, you can assign the contract at any time during your lifetime. We will not be bound by the assignment until we receive written notice. We will not be liable for any payment or other action we take in accordance with the contract if that action occurs before we receive notice of the assignment. An assignment, like any other change in ownership, may trigger a taxable event. If you assign the contract, that assignment will result in the termination of any automated withdrawal program that had been in effect. If the new owner wants to re-institute an automated withdrawal program, then he/she needs to submit the forms that we require, in good order.

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

### **FINANCIAL STATEMENTS**

The financial statements of the separate account and Pruco Life, the co-issuer of the Strategic Partners Select contract, are included in the Statement of Additional Information.

### **STATEMENT OF ADDITIONAL INFORMATION**

#### **Contents:**

Company  
Experts  
Principal Underwriter  
Payments Made to Promote Sale of Our Products  
Allocation of Initial Purchase Payment  
Determination of Accumulation Unit Values  
Federal Tax Status  
Financial Statements

### **HOUSEHOLDING**

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

### **MARKET VALUE ADJUSTMENT FORMULA**

With respect to residents of states, other than Pennsylvania, in which Strategic Partners Select is being offered. With respect to contracts issued in Pennsylvania, see page 54.

#### **The Adjustment Involves Three Amounts**

The Market Value Adjustment, which is applied to withdrawals and transfers made at any time other than the 30-day period following the end of an interest rate period, involves three amounts:

- 1) The number of whole months remaining in the existing interest rate period.
- 2) The guaranteed interest rate.
- 3) The interest rate that Pruco Life declares for a duration of one year longer than the number of whole years remaining on the existing cell being withdrawn from.

**STATED AS A FORMULA, THE MARKET VALUE IS EQUAL TO:  $(M/12) \times (R-C)$**

not to exceed +0.40 or be less than -0.40; where,

- M = the number of whole months (not to be less than one) remaining in the interest-rate period.
- R = the Contract's guaranteed interest-rate expressed as a decimal. Thus 6.2% is converted to 0.062.
- C = the interest-rate, expressed as a decimal, that Pruco Life declares for a duration equal to the number of whole years remaining in the present interest-rate period, plus 1 year as of the date the request for a withdrawal or transaction is received.

The Market Value Adjustment is then equal to the Market Value Factor multiplied by the amount subject to a Market Value Adjustment.

**STEP BY STEP**

The steps below explain how a market value adjustment is calculated.

STEP 1: Divide the number of whole months left in the existing interest rate period (not to be less than one) by 12.

STEP 2: Determine the interest rate Pruco Life declares on the date the request for withdrawal or transfer is received for a duration of years equal to the whole number of years determined in Step 1, plus 1 additional year. Subtract this interest rate from the guaranteed interest rate. The result could be negative.

STEP 3: Multiply the results of Step 1 and Step 2. Again, the result could be negative. If the result is less than -0.4, use the value -0.4. If the result is in between -0.4 and 0.4, use the actual value. If the result is more than 0.4, use the value 0.4.

STEP 4: Multiply the result of Step 3 (which is the Market Value Factor) by the value of the amount subject to a Market Value Adjustment. The result is the Market Value Adjustment.

STEP 5: The result of Step 4 is added to the interest cell. If the Market Value Adjustment is positive, the interest cell will go up in value. If the Market Value Adjustment is negative, the interest cell will go down in value.

Depending upon when the withdrawal request is made, a withdrawal charge may apply.

The following example will illustrate the application of a market value adjustment and the determination of the withdrawal charge:

Suppose a contractowner made two invested purchase payments, the first in the amount of \$10,000 on December 1, 2000, all of which was allocated to the Equity Subaccount, and the second in the amount of \$5,000 on October 1, 2002, all of which was allocated to the MVA Option with a guaranteed interest rate of 8%(0.08) for 7 years. A request for withdrawal of \$8,500 is made on February 1, 2005 (the contract owner does not provide any withdrawal instructions). On that date the amount in the Equity Subaccount is equal to \$12,000 and the amount in the interest cell with a maturity date of September 30, 2009 is \$5,985.23, so that the contract fund on that date is equal to \$17,985.23.

On February 1, 2005, the interest rates declared by Pruco Life for the duration of 5 years (4 whole years remaining until September 30, 2009, plus 1 year) is 11%.

The following computations would be made:

- 1) Calculate the Contract Fund value as of the effective date of the transaction. This would be \$17,985.23.
- 2) Calculate the charge-free amount (the amount of the withdrawal that is not subject to a withdrawal charge).

<u>DATE</u>	<u>PAYMENT</u>	<u>FREE</u>
12/1/00	\$10,000	\$1,000
12/1/01		\$2,000
10/1/02	\$ 5,000	\$2,500
12/1/02		\$4,000
12/1/03		\$5,500
12/1/04		\$7,000

## 9: OTHER INFORMATION *continued*

The charge-free amount in the fifth Contract year is 10% of \$15,000 (total purchase payments) plus \$5,500 (the charge-free amount available in the fourth Contract year) for a total of \$7,000.

3) Since the withdrawal request is in the fifth Contract year, a 3% withdrawal charge rate applies to any portion of the withdrawal which is not charge-free.

\$8,500.00	requested withdrawal amount
<u>- \$7,000.00</u>	<u>charge-free</u>
\$1,500.00	additional amount needed to complete withdrawal

The Contract provides that the Contract Fund will be reduced by an amount which, when reduced by the withdrawal charge, will equal the amount requested. Therefore, in order to produce the amount needed to complete the withdrawal request (\$1,500), we must “gross-up” that amount, before applying the withdrawal charge rate. This is done by dividing by 1 minus the withdrawal charge rate.

$\$1,500.00 / (1 - .03) = \$1,500.00 / 0.97 = \$1,546.39$  grossed-up amount

Please note that a 3% withdrawal charge on this grossed-up amount reduces it to \$1,500, the balance needed to complete the request.

\$1,546.39	grossed-up amount
<u>X .03</u>	<u>withdrawal charge rate</u>
\$46.39	withdrawal charge

4) The Market Value Factor is determined as described in steps 1 through 5, above. In this case, it is equal to 0.08 (8% is the guaranteed rate in the existing cell) minus 0.11 (11% is the interest-rate that would be offered for an interest cell with a duration of the remaining whole years plus 1), which is -0.03, multiplied by 4.58333 (55 months remaining until September 30, 2009, divided by 12) or -0.13750. Thus, there will be a negative Market Value Adjustment of approximately 14% of the amount in the interest cell that is subject to the adjustment.

-0.13750 X \$5,985.23 =	
-822.97	negative MVA
<u>\$5,985.23</u>	<u>unadjusted value</u>
\$5,162.26	adjusted value
<u>\$12,000.00</u>	<u>equity value</u>
\$17,162.26	adjusted contract fund

5) The total amount to be withdrawn, \$8,546.39, (sum of the surrender charge, \$46.39, and the requested withdrawal amount of \$8,500) is apportioned over all accounts making up the Contract Fund following the Market Value Adjustments, if any, associated with the MVA option.

Equity	
<u>(\$12,000/\$17,162.26) X \$8,546.39 =</u>	<u>\$5,975.71</u>
7-Yr MVA ( $\$5,162.26 / \$17,162.26$ ) X \$8,546.39 =	<u>\$2,570.68</u>
	\$8,546.39

6) The adjusted value of the interest cell, \$5,162.26, reduced by the withdrawal of \$2,570.68 leaves \$2,591.58. This amount must be “unadjusted” by dividing it by 0.86250 (1 plus the Market Value Adjustment of -0.13750) to determine the amount remaining in the interest cell to which the guaranteed interest-rate of 8% will continue to be credited until September 30, 2009 or a subsequent withdrawal. That amount is \$3,004.73.

### Market Value Adjustment Formula With Respect to Contracts Issued in Pennsylvania Only

#### The Adjustment Involves Three Amounts

The Market Value Adjustment, which is applied to withdrawals and transfers made at any time other than the 30-day period following the end of an interest rate period, involves three amounts:

- 1) The number of whole months remaining in the existing interest rate period.
- 2) The guaranteed interest rate.
- 3) The interpolated value of the interest rates that Pruco Life declares for the number of whole years remaining and the duration 1 year longer than the number of whole years remaining in the existing interest rate period.

### Stated as a Formula, The Market Value is Equal to:

$(M/12) \times (R-C)$  not to exceed +0.40 or be less than -0.40; where,

- M = the number of whole months (not to be less than one) remaining in the interest-rate period.
- R = the Contract's guaranteed interest-rate expressed as a decimal. Thus 6.2% is converted to 0.062.
- C = the interpolated value of the interest rates, expressed as a decimal, that Pruco Life declares for the number of whole years remaining and the duration 1 year longer than the number of whole years remaining as of the date the request for a withdrawal or transfer is received or  $m/365 \times (n+1)$  year rate +  $(365-m)/365 \times n$  year rate, where "n" equals years and "m" equals days remaining in year "n" of the existing interest rate period.

The Market Value Adjustment is then equal to the Market Value Factor multiplied by the amount subject to a Market Value Adjustment.

### Step By Step

The steps below explain how a market value adjustment is calculated.

STEP 1: Divide the number of whole months left in the existing interest rate period (not to be less than one) by 12.

STEP 2: Interpolate the interest rates Pruco Life declares on the date the request for withdrawal or transfer is received for the duration of years equal to the whole number of years determined in Step 1, plus the whole number of years plus 1 additional year.

STEP 3: Subtract this interpolated interest rate from the guaranteed interest rate. The result could be negative.

STEP 4: Multiply the results of Step 1 and Step 2. Again, the result could be negative. If the result is less than -0.4, use the value -0.4. If the result is in between -0.4 and 0.4, use the actual value. If the result is more than 0.4, use the value 0.4.

STEP 5: Multiply the result of Step 3 (which is the Market Value Factor) by the value of the amount subject to a Market Value Adjustment. The result is the Market Value Adjustment.

STEP 6: The result of Step 4 is added to the interest cell. If the Market Value Adjustment is positive, the interest cell will go up in value. If the Market Value Adjustment is negative, the interest cell will go down in value.

Depending upon when the withdrawal request is made, a withdrawal charge may apply.

The following example will illustrate the application of a market value adjustment and the determination of the withdrawal charge:

Suppose a contract owner made two invested purchase payments, the first in the amount of \$10,000 on December 1, 2000, all of which was allocated to the Equity Subaccount, and the second in the amount of \$5,000 on October 1, 2002, all of which was allocated to the MVA option with a guaranteed interest rate of 8% (0.08) for 7 years. A request for withdrawal of \$8,500 is made on February 1, 2005 (the contract owner does not provide any withdrawal instructions). On that date the amount in the Equity Subaccount is equal to \$12,000 and the amount in the interest cell with a maturity date of September 30, 2009 is \$5,985.23, so that the contract fund on that date is equal to \$17,985.23.

On February 1, 2005, the interest rates declared by Pruco Life for the duration's 4 and 5 years (4 whole years remaining until September 30, 2009, plus 1 year) are 10.8% and 11.4%, respectively.

The following computations would be made:

- 1) Calculate the Contract Fund value as of the effective date of the transaction. This would be \$17,985.23.

## 9: OTHER INFORMATION *continued*

2) Calculate the charge-free amount (the amount of the withdrawal that is not subject to a withdrawal charge).

<u>DATE</u>	<u>PAYMENT</u>	<u>FREE</u>
12/1/95	\$10,000	\$1,000
12/1/96		\$2,000
10/1/97	\$ 5,000	\$2,500
12/1/97		\$4,000
12/1/98		\$5,500
12/1/99		\$7,000

The charge-free amount in the fifth Contract year is 10% of \$15,000 (total purchase payments) plus \$5,500 (the charge-free amount available in the fourth Contract year) for a total of \$7,000.

3) Since the withdrawal request is in the fifth Contract year, a 3% withdrawal charge rate applies to any portion of the withdrawal which is not charge-free.

\$8,500.00	requested withdrawal amount
<u>-\$7,000.00</u>	<u>charge-free</u>
\$1,500.00	additional amount needed to complete withdrawal

The Contract provides that the Contract Fund will be reduced by an amount which, when reduced by the withdrawal charge, will equal the amount requested. Therefore, in order to produce the amount needed to complete the withdrawal request (\$1,500), we must “gross-up” that amount, before applying the withdrawal charge rate. This is done by dividing by 1 minus the withdrawal charge rate.

$\$1,500.00 / (1 - .03) = \$1,500.00 / 0.97 = \$1,546.39$  grossed-up amount

Please note that a 3% withdrawal charge on this grossed-up amount reduces it to \$1,500, the balance needed to complete the request.

\$1,546.39	grossed-up amount
<u>X .03</u>	<u>withdrawal charge rate</u>
\$46.39	withdrawal charge

4) The Market Value Factor is determined as described in steps 1 through 5, above. In this case, it is equal to 0.08 (8% is the guaranteed rate in the existing cell) minus 0.11 (11% is the interpolated value for the interest rates that would be offered for interest cells with durations of whole years remaining and whole year plus 1 remaining in the existing interest rate period), which is -0.03, multiplied by 4.58333 (55 months remaining until September 30, 2009, divided by 12) or -0.13750. Thus, there will be a negative Market Value Adjustment of approximately 14% of the amount in the interest cell that is subject to the adjustment.

-0.13750 X \$5,985.23 =	
-822.97	negative MVA
<u>\$5,985.23</u>	<u>unadjusted value</u>
\$5,162.26	adjusted value
<u>\$12,000.00</u>	<u>equity value</u>
\$17,162.26	adjusted contract fund

5) The total amount to be withdrawn, \$8,546.39, (sum of the surrender charge, \$46.39, and the requested withdrawal amount of \$8,500) is apportioned over all accounts making up the Contract Fund following the Market Value Adjustments, if any, associated with the MVA option.

Equity	
<u>(\$12,000/\$17,162.26) X \$8,546.39 =</u>	<u>\$5,975.71</u>
7-Yr MVA (\$5,162.26/\$17,162.26) X \$8,546.39 =	<u>\$2,570.68</u>
	\$8,546.39

6) The adjusted value of the interest cell, \$5,162.26, reduced by the withdrawal of \$2,570.68 leaves \$2,591.58. This amount must be “unadjusted” by dividing it by 0.86250 (1 plus the Market Value Adjustment of -0.13750) to determine the amount remaining in the interest cell to which the guaranteed interest-rate of 8% will continue to be credited until September 30, 2009 or a subsequent withdrawal. That amount is \$3,004.73.

## APPENDIX A – ACCUMULATION UNIT VALUES

Following are the historical unit values for each of the portfolios offered as investment options.

### (Basic Death Benefit 1.52)

	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Accumulation Units Outstanding at End of Period
<b>Jennison Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99429	\$0.86910	8,717,408
1/1/2002 to 12/31/2002	\$0.86910	\$0.59107	15,222,304
1/1/2003 to 12/31/2003	\$0.59107	\$0.75840	19,466,414
1/1/2004 to 12/31/2004	\$0.75840	\$0.81908	20,584,216
1/1/2005 to 12/31/2005	\$0.81908	\$0.92424	21,072,974
1/1/2006 to 12/31/2006	\$0.92424	\$0.92675	18,189,494
<b>Prudential Equity Portfolio</b>			
2/4/2002* to 12/31/2002	\$0.97749	\$0.78083	1,279,634
1/1/2003 to 12/31/2003	\$0.78083	\$1.01258	3,815,405
1/1/2004 to 12/31/2004	\$1.01258	\$1.09644	5,488,650
1/1/2005 to 12/31/2005	\$1.09644	\$1.20402	6,552,561
1/1/2006 to 12/31/2006	\$1.20402	\$1.33503	5,712,837
<b>Prudential Global Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99996	\$0.83930	1,866,907
1/1/2002 to 12/31/2002	\$0.83930	\$0.61886	3,064,422
1/1/2003 to 12/31/2003	\$0.61886	\$0.81734	3,882,729
1/1/2004 to 12/31/2004	\$0.81734	\$0.88230	4,556,529
1/1/2005 to 12/31/2005	\$0.88230	\$1.00873	4,838,472
1/1/2006 to 12/31/2006	\$1.00873	\$1.18888	4,587,244
<b>Prudential Money Market Portfolio</b>			
5/7/2001* to 12/31/2001	\$1.00008	\$1.01177	13,343,454
1/1/2002 to 12/31/2002	\$1.01177	\$1.01170	14,548,905
1/1/2003 to 12/31/2003	\$1.01170	\$1.00488	10,695,799
1/1/2004 to 12/31/2004	\$1.00488	\$1.00006	9,415,140
1/1/2005 to 12/31/2005	\$1.00006	\$1.01374	7,771,528
1/1/2006 to 12/31/2006	\$1.01374	\$1.04628	12,817,979
<b>Prudential Stock Index Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99726	\$0.90422	7,466,612
1/1/2002 to 12/31/2002	\$0.90422	\$0.69297	12,343,903
1/1/2003 to 12/31/2003	\$0.69297	\$0.87500	16,466,892
1/1/2004 to 12/31/2004	\$0.87500	\$0.95207	19,795,224
1/1/2005 to 12/31/2005	\$0.95207	\$0.98036	20,341,491
1/1/2006 to 12/31/2006	\$0.98036	\$1.11593	17,568,749
<b>Prudential Value Portfolio</b>			
2/4/2002* to 12/31/2002	\$0.97745	\$0.79269	1,769,021
1/1/2003 to 12/31/2003	\$0.79269	\$0.99996	3,511,118
1/1/2004 to 12/31/2004	\$0.99996	\$1.14569	6,621,617
1/1/2005 to 12/31/2005	\$1.14569	\$1.31672	10,499,032
1/1/2006 to 12/31/2006	\$1.31672	\$1.55569	13,018,451
<b>SP Aggressive Growth Asset Allocation Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99880	\$0.87039	888,327
1/1/2002 to 12/31/2002	\$0.87039	\$0.66733	2,227,131
1/1/2003 to 12/31/2003	\$0.66733	\$0.87279	3,228,248
1/1/2004 to 12/31/2004	\$0.87279	\$0.98656	4,621,239
1/1/2005 to 12/31/2005	\$0.98656	\$1.07382	4,658,869
1/1/2006 to 12/31/2006	\$1.07382	\$1.20877	4,376,008



	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Accumulation Units Outstanding at End of Period
<b>SP AIM Aggressive Growth Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99724	\$0.87438	808,820
1/1/2002 to 12/31/2002	\$0.87438	\$0.68075	1,752,360
1/1/2003 to 12/31/2003	\$0.68075	\$0.84830	2,116,873
1/1/2004 to 12/31/2004	\$0.84830	\$0.93474	2,482,956
1/1/2005 to 4/29/2005	\$0.93474	\$0.86275	0
<b>SP AIM Core Equity Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99083	\$0.84034	1,681,815
1/1/2002 to 12/31/2002	\$0.84034	\$0.70189	2,615,923
1/1/2003 to 12/31/2003	\$0.70189	\$0.85528	3,198,979
1/1/2004 to 12/31/2004	\$0.85528	\$0.91648	3,236,188
1/1/2005 to 12/31/2005	\$0.91648	\$0.94460	3,109,519
1/1/2006 to 12/31/2006	\$0.94460	\$1.07992	3,199,645
<b>SP T. Rowe Price Large-Cap Growth Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99509	\$0.88165	3,051,950
1/1/2002 to 12/31/2002	\$0.88165	\$0.59753	5,098,338
1/1/2003 to 12/31/2003	\$0.59753	\$0.72895	7,464,178
1/1/2004 to 12/31/2004	\$0.72895	\$0.76178	6,869,907
1/1/2005 to 12/31/2005	\$0.76178	\$0.87412	5,478,831
1/1/2006 to 12/31/2006	\$0.87412	\$0.91205	5,190,026
<b>SP Balanced Asset Allocation Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99891	\$0.94878	13,046,073
1/1/2002 to 12/31/2002	\$0.94878	\$0.82546	23,741,587
1/1/2003 to 12/31/2003	\$0.82546	\$0.99909	33,264,018
1/1/2004 to 12/31/2004	\$0.99909	\$1.09336	46,870,885
1/1/2005 to 12/31/2005	\$1.09336	\$1.15893	51,508,268
1/1/2006 to 12/31/2006	\$1.15893	\$1.26364	46,013,964
<b>SP Conservative Asset Allocation Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99796	\$0.98385	8,874,996
1/1/2002 to 12/31/2002	\$0.98385	\$0.91217	16,967,796
1/1/2003 to 12/31/2003	\$0.91217	\$1.04674	22,918,994
1/1/2004 to 12/31/2004	\$1.04674	\$1.12280	34,331,674
1/1/2005 to 12/31/2005	\$1.12280	\$1.17125	39,518,994
1/1/2006 to 12/31/2006	\$1.17125	\$1.25366	35,018,301
<b>SP Davis Value Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99791	\$0.91944	10,293,226
1/1/2002 to 12/31/2002	\$0.91944	\$0.76351	16,643,331
1/1/2003 to 12/31/2003	\$0.76351	\$0.97319	18,895,568
1/1/2004 to 12/31/2004	\$0.97319	\$1.07865	21,236,242
1/1/2005 to 12/31/2005	\$1.07865	\$1.16363	20,051,752
1/1/2006 to 12/31/2006	\$1.16363	\$1.31853	18,586,312
<b>SP Small-Cap Value Portfolio</b>			
5/7/2001* to 12/31/2001	\$1.00084	\$1.00204	5,541,640
1/1/2002 to 12/31/2002	\$1.00204	\$0.84509	10,143,232
1/1/2003 to 12/31/2003	\$0.84509	\$1.10812	12,520,409
1/1/2004 to 12/31/2004	\$1.10812	\$1.31729	16,006,113
1/1/2005 to 12/31/2005	\$1.31729	\$1.35751	15,450,083
1/1/2006 to 12/31/2006	\$1.35751	\$1.53244	13,025,104

	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Accumulation Units Outstanding at End of Period
<b>SP Growth Asset Allocation Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99886	\$0.90902	5,263,885
1/1/2002 to 12/31/2002	\$0.90902	\$0.74090	11,721,213
1/1/2003 to 12/31/2003	\$0.74090	\$0.93617	15,487,221
1/1/2004 to 12/31/2004	\$0.93617	\$1.04247	22,054,764
1/1/2005 to 12/31/2005	\$1.04247	\$1.12183	26,757,044
1/1/2006 to 12/31/2006	\$1.12183	\$1.24749	24,255,592
<b>SP Large Cap Value Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99702	\$0.92319	5,170,387
1/1/2002 to 12/31/2002	\$0.92319	\$0.76054	8,625,236
1/1/2003 to 12/31/2003	\$0.76054	\$0.94961	11,330,373
1/1/2004 to 12/31/2004	\$0.94961	\$1.10143	12,611,310
1/1/2005 to 12/31/2005	\$1.10143	\$1.15700	12,907,677
1/1/2006 to 12/31/2006	\$1.15700	\$1.35030	9,853,012
<b>SP International Value Portfolio</b> (formerly, SP LSV International Value Portfolio)			
5/7/2001* to 12/31/2001	\$1.00228	\$0.84670	2,495,330
1/1/2002 to 12/31/2002	\$0.84670	\$0.69085	4,657,121
1/1/2003 to 12/31/2003	\$0.69085	\$0.86667	5,639,592
1/1/2004 to 12/31/2004	\$0.86667	\$0.98855	6,182,424
1/1/2005 to 12/31/2005	\$0.98855	\$1.10787	7,635,725
1/1/2006 to 12/31/2006	\$1.10787	\$1.40888	10,805,844
<b>SP MFS Capital Opportunities Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99530	\$0.80999	978,680
1/1/2002 to 12/31/2002	\$0.80999	\$0.56912	1,527,407
1/1/2003 to 12/31/2003	\$0.56912	\$0.71086	1,987,953
1/1/2004 to 12/31/2004	\$0.71086	\$0.78700	2,408,259
1/1/2005 to 4/29/2005	\$0.78700	\$0.73515	0
<b>SP Mid Cap Growth Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99348	\$0.81479	2,095,863
1/1/2002 to 12/31/2002	\$0.81479	\$0.43076	4,325,750
1/1/2003 to 12/31/2003	\$0.43076	\$0.59441	7,874,075
1/1/2004 to 12/31/2004	\$0.59441	\$0.69992	12,973,110
1/1/2005 to 12/31/2005	\$0.69992	\$0.72567	17,352,606
1/1/2006 to 12/31/2006	\$0.72567	\$0.70088	12,339,145
<b>SP PIMCO High Yield Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99996	\$1.01328	6,416,368
1/1/2002 to 12/31/2002	\$1.01328	\$0.99971	9,793,607
1/1/2003 to 12/31/2003	\$0.99971	\$1.20555	13,574,006
1/1/2004 to 12/31/2004	\$1.20555	\$1.29831	15,827,945
1/1/2005 to 12/31/2005	\$1.29831	\$1.33076	16,029,896
1/1/2006 to 12/31/2006	\$1.33076	\$1.43529	14,316,680
<b>SP PIMCO Total Return Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99996	\$1.04036	18,964,185
1/1/2002 to 12/31/2002	\$1.04036	\$1.12110	36,854,342
1/1/2003 to 12/31/2003	\$1.12110	\$1.16879	39,511,574
1/1/2004 to 12/31/2004	\$1.16879	\$1.21208	40,011,136
1/1/2005 to 12/31/2005	\$1.21208	\$1.22256	38,341,562
1/1/2006 to 12/31/2006	\$1.22256	\$1.24864	34,714,685

	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Accumulation Units Outstanding at End of Period
<b>SP Prudential U.S. Emerging Growth Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99484	\$0.87347	3,829,252
1/1/2002 to 12/31/2002	\$0.87347	\$0.58438	7,011,525
1/1/2003 to 12/31/2003	\$0.58438	\$0.81789	9,799,080
1/1/2004 to 12/31/2004	\$0.81789	\$0.97791	12,285,783
1/1/2005 to 12/31/2005	\$0.97791	\$1.13458	15,289,475
1/1/2006 to 12/31/2006	\$1.13458	\$1.22470	14,125,624
<b>SP Small-Cap Growth Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99726	\$0.92608	1,290,543
1/1/2002 to 12/31/2002	\$0.92608	\$0.63614	2,322,396
1/1/2003 to 12/31/2003	\$0.63614	\$0.84421	3,365,000
1/1/2004 to 12/31/2004	\$0.84421	\$0.82386	4,654,846
1/1/2005 to 12/31/2005	\$0.82386	\$0.83175	4,195,198
1/1/2006 to 12/31/2006	\$0.83175	\$0.92074	4,026,505
<b>SP Strategic Partners Focused Growth Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.99482	\$0.85645	861,855
1/1/2002 to 12/31/2002	\$0.85645	\$0.63048	2,001,670
1/1/2003 to 12/31/2003	\$0.63048	\$0.78159	2,523,552
1/1/2004 to 12/31/2004	\$0.78159	\$0.85155	2,818,809
1/1/2005 to 12/31/2005	\$0.85155	\$0.96594	2,861,419
1/1/2006 to 12/31/2006	\$0.96594	\$0.94518	2,934,936
<b>SP Technology Portfolio</b>			
5/7/2001* to 12/31/2001	\$0.98559	\$0.81232	656,964
1/1/2002 to 12/31/2002	\$0.81232	\$0.46943	1,104,394
1/1/2003 to 12/31/2003	\$0.46943	\$0.65839	1,513,519
1/1/2004 to 12/31/2004	\$0.65839	\$0.64848	1,758,929
1/1/2005 to 4/29/2005	\$0.64848	\$0.57902	0
<b>SP International Growth Portfolio</b> (formerly, SP William Blair International Growth Portfolio)			
5/7/2001* to 12/31/2001	\$1.00272	\$0.74738	2,151,275
1/1/2002 to 12/31/2002	\$0.74738	\$0.57004	3,358,884
1/1/2003 to 12/31/2003	\$0.57004	\$0.78386	3,987,540
1/1/2004 to 12/31/2004	\$0.78386	\$0.89987	6,281,864
1/1/2005 to 12/31/2005	\$0.89987	\$1.03159	6,679,383
1/1/2006 to 12/31/2006	\$1.03159	\$1.23000	6,300,794
<b>AST Advanced Strategies Portfolio</b>			
3/20/2006* to 12/31/2006	\$9.99876	\$10.67264	21,578
<b>AST Aggressive Asset Allocation Portfolio</b>			
12/5/2005* to 12/31/2005	\$9.99876	\$9.99839	1,108
1/1/2006 to 12/31/2006	\$9.99839	\$11.39397	64,462
<b>AST Alger All-Cap Growth Portfolio</b>			
3/14/2005* to 12/02/2005	\$10.09328	\$11.72320	0
<b>AST AllianceBernstein Core Value Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.07960	\$10.32239	6,489
1/1/2006 to 12/31/2006	\$10.32239	\$12.33889	103,356
<b>AST AllianceBernstein Growth &amp; Income Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.05471	\$10.27703	29,815
1/1/2006 to 12/31/2006	\$10.27703	\$11.87195	79,513
<b>AST AllianceBernstein Growth + Value Portfolio</b>			
3/14/2005* to 12/02/2005	\$10.04999	\$11.33524	0
<b>AST AllianceBernstein Managed Index 500 Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.04978	\$10.41185	13,865
1/1/2006 to 12/31/2006	\$10.41185	\$11.54864	18,655

	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Accumulation Units Outstanding at End of Period
<b>AST American Century Income &amp; Growth Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.06648	\$10.34429	26,057
1/1/2006 to 12/31/2006	\$10.34429	\$11.90759	37,010
<b>AST American Century Strategic Allocation Portfolio</b> (formerly, AST American Century Strategic Balanced Portfolio)			
3/14/2005* to 12/31/2005	\$10.04193	\$10.32717	3,022
1/1/2006 to 12/31/2006	\$10.32717	\$11.15653	6,527
<b>AST Balanced Asset Allocation Portfolio</b>			
12/5/2005* to 12/31/2005	\$9.99876	\$10.01837	25,849
1/1/2006 to 12/31/2006	\$10.01837	\$11.02977	674,085
<b>AST Capital Growth Asset Allocation Portfolio</b>			
12/5/2005* to 12/31/2005	\$9.99876	\$10.00838	15,685
1/1/2006 to 12/31/2006	\$10.00838	\$11.20697	226,541
<b>AST Cohen &amp; Steers Realty Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.14700	\$12.03005	190,482
1/1/2006 to 12/31/2006	\$12.03005	\$16.20379	394,798
<b>AST Conservative Asset Allocation Portfolio</b>			
12/5/2005* to 12/31/2005	\$9.99876	\$10.02837	1,369
1/1/2006 to 12/31/2006	\$10.02837	\$10.92155	395,964
<b>AST DeAM Large-Cap Value Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.08482	\$10.72639	172,510
1/1/2006 to 12/31/2006	\$10.72639	\$12.86194	763,651
<b>AST Neuberger Berman Small-Cap Growth Portfolio</b> (formerly, AST DeAM Small-Cap Growth Portfolio)			
3/14/2005* to 12/31/2005	\$10.01123	\$10.32274	6,555
1/1/2006 to 12/31/2006	\$10.32274	\$10.95733	41,873
<b>AST DeAM Small-Cap Value Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.04560	\$10.02801	12,430
1/1/2006 to 12/31/2006	\$10.02801	\$11.84933	57,561
<b>AST Federated Aggressive Growth Portfolio</b>			
3/14/2005* to 12/31/2005	\$9.99876	\$10.97021	22,957
1/1/2006 to 12/31/2006	\$10.97021	\$12.20163	97,843
<b>AST First Trust Capital Appreciation Target Portfolio</b>			
3/20/2006* to 12/31/2006	\$9.99876	\$10.49471	50,456
<b>AST First Trust Balanced Target Portfolio</b>			
3/20/2006* to 12/31/2006	\$9.99876	\$10.59360	4,430
<b>AST UBS Dynamic Alpha Portfolio</b> (formerly, AST Global Allocation Portfolio)			
3/14/2005* to 12/31/2005	\$10.01532	\$10.63449	1,453
1/1/2006 to 12/31/2006	\$10.63449	\$11.64264	3,528
<b>AST Goldman Sachs Concentrated Growth Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.03292	\$10.77054	8,237
1/1/2006 to 12/31/2006	\$10.77054	\$11.66959	42,579
<b>AST High Yield Portfolio</b>			
3/14/2005* to 12/31/2005	\$9.97671	\$9.86884	25,343
1/1/2006 to 12/31/2006	\$9.86884	\$10.72766	73,093
<b>AST Goldman Sachs Mid-Cap Growth Portfolio</b>			
3/14/2005* to 12/31/2005	\$9.99876	\$10.58989	16,897
1/1/2006 to 12/31/2006	\$10.58989	\$11.08650	36,255
<b>AST JPMorgan International Equity Portfolio</b>			
3/14/2005* to 12/31/2005	\$9.91379	\$10.66436	25,848
1/1/2006 to 12/31/2006	\$10.66436	\$12.89969	57,555
<b>AST Large-Cap Value Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.07717	\$10.56795	225,801
1/1/2006 to 12/31/2006	\$10.56795	\$12.33176	167,471

	Accumulation Unit Value at Beginning of Period	Accumulation Unit Value at End of Period	Number of Accumulation Units Outstanding at End of Period
<b>AST Lord Abbett Bond Debenture Portfolio</b>			
3/14/2005* to 12/31/2005	\$9.99876	\$9.96022	25,080
1/1/2006 to 12/31/2006	\$9.96022	\$10.77302	61,464
<b>AST Marsico Capital Growth Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.12615	\$10.91463	47,631
1/1/2006 to 12/31/2006	\$10.91463	\$11.52967	79,915
<b>AST MFS Global Equity Portfolio</b>			
3/14/2005* to 12/31/2005	\$9.96616	\$10.48868	8,170
1/1/2006 to 12/31/2006	\$10.48868	\$12.84291	21,475
<b>AST MFS Growth Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.03683	\$10.77072	4,710
1/1/2006 to 12/31/2006	\$10.77072	\$11.63510	9,750
<b>AST Mid-Cap Value Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.06493	\$10.36375	8,885
1/1/2006 to 12/31/2006	\$10.36375	\$11.66305	34,405
<b>AST Neuberger Berman Mid-Cap Growth Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.05566	\$11.34792	110,812
1/1/2006 to 12/31/2006	\$11.34792	\$12.74973	152,391
<b>AST Neuberger Berman Mid-Cap Value Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.02187	\$10.89648	361,840
1/1/2006 to 12/31/2006	\$10.89648	\$11.88780	273,936
<b>AST PIMCO Limited Maturity Bond Portfolio</b>			
3/14/2005* to 12/31/2005	\$9.99876	\$10.06754	47,774
1/1/2006 to 12/31/2006	\$10.06754	\$10.29612	69,722
<b>AST Preservation Asset Allocation Portfolio</b>			
12/5/2005* to 12/31/2005	\$9.99876	\$10.03837	10,129
1/1/2006 to 12/31/2006	\$10.03837	\$10.67559	99,616
<b>AST Small-Cap Value Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.04857	\$10.65807	27,202
1/1/2006 to 12/31/2006	\$10.65807	\$12.60337	111,894
<b>AST T. Rowe Price Asset Allocation Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.02858	\$10.36634	4,574
1/1/2006 to 12/31/2006	\$10.36634	\$11.48721	29,154
<b>AST T. Rowe Price Global Bond Portfolio</b>			
3/14/2005* to 12/31/2005	\$9.94930	\$9.45939	38,376
1/1/2006 to 12/31/2006	\$9.45939	\$9.90259	66,408
<b>AST T. Rowe Price Natural Resources Portfolio</b>			
3/14/2005* to 12/31/2005	\$10.00276	\$11.75113	572,593
1/1/2006 to 12/31/2006	\$11.75113	\$13.41190	1,187,842
<b>Gartmore GVII-Developing Markets Fund</b>			
3/14/2005* to 12/31/2005	\$9.88093	\$12.07433	187,573
1/1/2006 to 12/31/2006	\$12.07433	\$16.00639	291,800
<b>Janus Aspen Large Cap Growth Portfolio – Service Shares</b>			
5/7/2001* to 12/31/2001	\$0.99357	\$0.78312	2,205,333
1/1/2002 to 12/31/2002	\$0.78312	\$0.56521	3,372,526
1/1/2003 to 12/31/2003	\$0.56521	\$0.73210	4,141,987
1/1/2004 to 12/31/2004	\$0.73210	\$0.75143	3,466,556
1/1/2005 to 12/31/2005	\$0.75143	\$0.76990	3,024,247
1/1/2006 to 12/31/2006	\$0.76990	\$0.84286	2,603,395

\* As applicable, date that portfolio was first offered in the product and/or this charge combination first appeared.

## APPENDIX B – SELECTING THE VARIABLE ANNUITY THAT'S RIGHT FOR YOU

Within the Strategic Partners<sup>SM</sup> family of annuities, we offer several different deferred variable annuity products. These annuities are issued by Pruco Life Insurance Company (in New York, by Pruco Life Insurance Company of New Jersey). Not all of these annuities may be available to you due to state approval or broker-dealer offerings. You can verify which of these annuities is available to you by asking your registered representative, or by calling us at (888) PRU-2888. For comprehensive information about each of these annuities, please consult the prospectus for the annuity.

Each annuity has different features and benefits that may be appropriate for you, based on your individual financial situation and how you intend to use the annuity.

The different features and benefits may include variations on your ability to access funds in your annuity without the imposition of a withdrawal charge as well as different ongoing fees and charges you pay while your contract remains in force. Additionally, differences may exist in various optional benefits such as guaranteed living benefits or death benefit protection.

Among the factors you should consider when choosing which annuity product may be most appropriate for your individual needs are the following:

- Your age;
- The amount of your investment and any planned future deposits into the annuity;
- How long you intend to hold the annuity (also referred to as investment time horizon);
- Your desire to make withdrawals from the annuity;
- Your investment return objectives;
- The effect of optional benefits that may be elected; and
- Your desire to minimize costs and/or maximize return associated with the annuity.

The following chart sets forth the prominent features of each Strategic Partners variable annuity. The availability of optional features, such as those noted in the chart, may increase the cost of the contract. Therefore, you should carefully consider which features you plan to use when selecting your annuity.

In addition to the chart, we set out below certain hypothetical illustrations that reflect the Contract Value and surrender value of each variable annuity over a variety of holding periods. These charts are meant to reflect how your annuities can grow or decrease depending on market conditions and the comparable value of each of the annuities (which reflects the charges associated with the annuities) under the assumptions noted. In comparing the values within the illustrations, a number of distinctions are evident. To fully appreciate these distinctions, we encourage you to speak to your registered representative and to read the prospectuses. However, we do point out the following noteworthy items:

- Strategic Partners Advisor, because it has no sales charge, offers the highest surrender value during the first few years. However, unlike Strategic Partners FlexElite 2 (i.e., the version of the contract sold on or after May 1, 2003) and the Strategic Partners Annuity One 3/Plus 3 contracts, Strategic Partners Advisor offers few optional benefits.
- Strategic Partners FlexElite 2 offers both an array of optional benefits as well as the "liquidity" to surrender the annuity without any withdrawal charge after three contract years have passed. FlexElite 2 also is unique in offering an optional persistency bonus (which, if taken, extends the withdrawal charge period).
- Strategic Partners Select, as part of its standard insurance and administrative expense, offers a guaranteed minimum death benefit equal to the greater of Contract Value, a step-up value, or a roll-up value. In contrast, you incur an additional charge if you opt for an enhanced death benefit under the other annuities.
- Strategic Partners Annuity One 3/Plus 3 comes in both a bonus version and a non-bonus version, each of which offers several optional insurance features. A bonus is added to your purchase payments under the bonus version, although the withdrawal charges under the bonus version are higher than those under the non-bonus version. Although the non-bonus version offers no bonus, it is accompanied by fixed interest rate options and a market value adjustment option that may provide higher interest rates than such options accompanying the bonus version.



**STRATEGIC PARTNERS ANNUITY PRODUCT COMPARISON** Below is a summary of Strategic Partners variable annuity products. You should consider the investment objectives, risks, charges and expenses of an investment in any contract carefully before investing. Each product prospectus as well as the underlying portfolio prospectuses contains this and other information about the variable annuities and underlying investment options. Your registered representative can provide you with prospectuses for one or more of these variable annuities and the underlying portfolios and can help you decide upon the product that would be most advantageous for you given your individual needs. Please read the prospectuses carefully before investing.

	Strategic Partners Advisor	Strategic Partners Flexelite 2 <sup>1</sup>	Strategic Partners Select
Minimum Investment	\$10,000	\$10,000	\$10,000
Maximum Issue Age	85 Qualified Non-Qualified	85 Qualified & Non-Qualified	80 Qualified & 85 Non-Qualified
Withdrawal Charge Schedule	None	3 Years (7%, 7%, 7%) Contract date based	7 Years (7%, 6%, 5%, 4%, 3%, 2%, 1%) Contract date based
Annual Charge-Free Withdrawal <sup>2</sup>	Full liquidity	10% of gross purchase payments made as of last contract anniversary per contract year	10% of gross purchase payments per contract year, cumulative up to 7 years or 70% of gross purchase payments
Insurance and Administration Charge	1.40%	1.65%	1.52%
Contract Maintenance Fee (assessed annually)	The lesser of \$30 or 2% of your Contract Value. Waived if contract value is \$50,000 or more	The lesser of \$50 or 2% of your Contract Value. Waived if contract value is \$100,000 or more	\$30. Waived if Contract Value is \$50,000 or more
Contract Credit	No	Yes 1% credit option at end of 3 <sup>rd</sup> and 6 <sup>th</sup> contract years. Election results in a new 3 year withdrawal charge	No

	Strategic Partners Annuity One 3/Plus 3 Non Bonus	Strategic Partners Annuity One 3/Plus 3 Bonus
Minimum Investment	\$10,000	\$10,000
Maximum Issue Age	85 Qualified & Non-Qualified	85 Qualified & Non-Qualified
Withdrawal Charge Schedule	7 Years (7%, 6%, 5%, 4%, 3%, 2%, 1%) Payment date based	7 Years (8%, 8%, 8%, 8%, 7%, 6%, 5%) Payment date based
Annual Charge-Free Withdrawal <sup>2</sup>	10% of gross purchase payments made as of last contract anniversary per contract year	10% of gross purchase payments made as of last contract anniversary per contract year
Insurance and Administration Charge	1.40%	1.50%
Contract Maintenance Fee (assessed annually)	The lesser of \$35 or 2% of your contract value. Waived if Contract Value is \$75,000 or more	The lesser of \$35 or 2% of your contract value. Waived if Contract Value is \$75,000 or more
Contract Credit	No	Yes 3% - all amounts ages 81 - 85 4% - under \$250,000 5% - \$250,000 - \$999,999 6% - \$1,000,000+

<sup>1</sup> This column depicts features of the version of Strategic Partners FlexElite sold on or after May 1, 2003 or upon subsequent state approval. In one state, Pruco Life continues to sell a prior version of the contract. Under that version, the charge for the base death benefit is 1.60%, rather than 1.65%. The prior version also differs in certain other respects (e.g., availability of optional benefits). The values illustrated below are based on the 1.65% charge, and therefore are slightly lower than if the 1.60% charge were used.

<sup>2</sup> Withdrawals of taxable amounts will be subject to income tax, and prior to age 59 1/2, may be subject to a 10% federal income tax penalty.

	Strategic Partners Advisor	Strategic Partners Flexelite 2 <sup>1</sup>	Strategic Partners Select	Strategic Partners Annuity One 3/ Plus 3 Non Bonus
Fixed Rate Account	No	Yes 1-Year	Yes 1-Year	Yes 1-Year
Market Value Adjustment Account (MVA)	No	Yes 1-10 Years	Yes 7-Year	Yes 1-10 Years
Enhanced Dollar Cost Averaging (DCA)	No	Yes	No	Yes
Variable Investment Options Available	as indicated in prospectus	as indicated in prospectus	as indicated in prospectus	as indicated in prospectus
Evergreen Funds	N/A	N/A	N/A	6-available in Strategic Partners Plus 3 only
Base Death Benefit:	The greater of: purchase payment (s) minus proportionate withdrawal (s) or Contract Value	The greater of: purchase payment (s) minus proportionate withdrawal (s) or Contract Value	Combo: Step/Roll Withdrawals will proportionately affect the Death Benefit	The greater of: purchase payment (s) minus proportionate withdrawal (s) or Contract Value
Optional Death Benefit (for an additional cost), <sup>4,5</sup>	Combo: Step/Roll	Step-Up Roll-Up Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator Benefit (EAB)	N/A	Step-Up Roll-Up Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator Benefit (EAB)
Living Benefits (for an additional cost), <sup>5,6</sup>	Lifetime Five	Lifetime Five Spousal Lifetime Five Guaranteed Minimum Income Benefit (GMIB) Income Appreciator Benefit (IAB)	N/A	Lifetime Five Spousal Lifetime Five Guaranteed Minimum Income Benefit (GMIB) Income Appreciator Benefit (IAB)

	Strategic Partners Annuity One 3/Plus 3 Bonus
Fixed Rate Account	Yes <sup>3</sup> 1-Year
Market Value Adjustment Account (MVA)	Yes 1-10 Years
Enhanced Dollar Cost Averaging (DCA)	Yes
Variable Investment Options Available	56/62
Evergreen Funds	6-available in Strategic Partners Plus 3 only
Base Death Benefit:	The greater of: purchase payment (s) minus proportionate withdrawal (s) or Contract Value
Optional Death Benefit (for an additional cost), <sup>4,5</sup>	Step-Up Roll-Up Combo: Step/Roll Highest Daily Value (HDV) Earnings Appreciator Benefit (EAB)
Living Benefits (for an additional cost), <sup>5,6</sup>	Lifetime Five Spousal Lifetime Five Guaranteed Minimum Income Benefit (GMIB) Income Appreciator Benefit (IAB)

<sup>3</sup> We may offer lower interest rates for the fixed rate options than the interest rates offered in the contracts without credit.

<sup>4</sup> For more information on these benefits, refer to Section 4, "What Is The Death Benefit?" in the Prospectus.

<sup>5</sup> Not all optional benefits may be available in all states.

<sup>6</sup> For more information on these benefits, refer to Section 3, "What Kind of Payments Will I Receive During The Income Phase?"; Section 5, "What Is the Lifetime Five<sup>SM</sup> Income Benefit?"; and Section 6, "What Is the Income Appreciator Benefit?" in the Prospectus.

## HYPOTHETICAL ILLUSTRATION

The following examples outline the value of each annuity as well as the amount that would be available to an investor as a result of full surrender at the end of each of the contract years specified. The values shown below are based on the following assumptions:

- An initial investment of \$100,000 is made into each contract earning a gross rate of return of 0% and 6% respectively.
- No subsequent deposits or withdrawals are made from the contract.
- The hypothetical gross rates of return (as of December 31, 2006) are reduced by the arithmetic average of the fees and expenses of the underlying portfolios (as of December 31, 2006) and the charges that are deducted from the contract at the Separate Account level as follows:
- 0.97% average of all fund expenses (as of December 31, 2006) are computed by adding Portfolio management fees, 12b-1 fees and other expenses of all of the underlying portfolios and then dividing by the number of portfolios. For purposes of the illustrations, we do not reflect any expense reimbursements or expense waivers that might apply and are described in the prospectus fee table. Please note that because the SP Aggressive Growth Asset Allocation Portfolio, the SP Balanced Asset Allocation Portfolio, the SP Conservation Asset Allocation Portfolio, and the SP Growth Asset Allocation Portfolio generally were closed to investors in 2005, the fees for such portfolios are not reflected in the above-mentioned average.
- The Separate Account level charges include the Insurance Charge and Administration Charge (as applicable).

The Contract Value assumes no surrender, while the Surrender Value assumes a 100% surrender two days prior to the contract anniversary, therefore reflecting the withdrawal charge applicable to that contract year. Note that a withdrawal on the contract anniversary, or the day before the contract anniversary, would be subject to the withdrawal charge applicable to the next contract year, which usually is lower. The values that you actually experience under an contract will be different from what is depicted here if any of the assumptions we make here differ from your circumstances, however the relative values for each product reflected below will remain the same. (We will provide you with a personalized illustration upon request).

### 0% GROSS RETURN

	STRATEGIC PARTNERS ADVISOR		STRATEGIC PARTNERS SELECT		STRATEGIC PARTNERS FLEXELITE 2		STRATEGIC PARTNERS ANNUITY ONE 3/ PLUS 3 NON BONUS		STRATEGIC PARTNERS ANNUITY ONE 3/ PLUS 3 BONUS	
	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE
1	\$97,678	\$97,678	\$97,563	\$91,433	\$97,439	\$91,317	\$97,678	\$91,540	\$101,485	\$94,166
2	\$95,404	\$95,404	\$95,179	\$90,068	\$94,887	\$88,945	\$95,404	\$90,279	\$ 99,025	\$91,902
3	\$93,183	\$93,183	\$92,853	\$88,710	\$92,401	\$86,633	\$93,183	\$89,023	\$ 96,624	\$89,694
4	\$91,013	\$91,013	\$90,584	\$87,361	\$89,979	\$89,979	\$91,013	\$87,773	\$ 94,282	\$87,539
5	\$88,894	\$88,894	\$88,371	\$86,019	\$87,620	\$87,620	\$88,894	\$86,527	\$ 91,996	\$86,256
6	\$86,825	\$86,825	\$86,211	\$84,687	\$85,321	\$85,321	\$86,825	\$85,288	\$ 89,766	\$84,979
7	\$84,803	\$84,803	\$84,104	\$83,363	\$83,080	\$83,080	\$84,803	\$84,055	\$ 87,589	\$83,710
8	\$82,829	\$82,829	\$82,049	\$82,049	\$80,898	\$80,898	\$82,829	\$82,829	\$ 85,466	\$85,466
9	\$80,901	\$80,901	\$80,044	\$80,044	\$78,771	\$78,771	\$80,901	\$80,901	\$ 83,394	\$83,394
10	\$79,017	\$79,017	\$78,088	\$78,088	\$76,700	\$76,700	\$79,017	\$79,017	\$ 81,372	\$81,372
11	\$77,178	\$77,178	\$76,180	\$76,180	\$74,681	\$74,681	\$77,178	\$77,178	\$ 79,399	\$79,399
12	\$75,381	\$75,381	\$74,319	\$74,319	\$72,714	\$72,714	\$75,381	\$75,381	\$ 77,474	\$77,474
13	\$73,626	\$73,626	\$72,468	\$72,468	\$70,798	\$70,798	\$73,626	\$73,626	\$ 75,596	\$75,596
14	\$71,912	\$71,912	\$70,663	\$70,663	\$68,931	\$68,931	\$71,912	\$71,912	\$ 73,763	\$73,763
15	\$70,237	\$70,237	\$68,902	\$68,902	\$67,111	\$67,111	\$70,237	\$70,237	\$ 71,941	\$71,941
16	\$68,602	\$68,602	\$67,185	\$67,185	\$65,339	\$65,339	\$68,602	\$68,602	\$ 70,162	\$70,162
17	\$67,005	\$67,005	\$65,509	\$65,509	\$63,612	\$63,612	\$67,005	\$67,005	\$ 68,427	\$68,427
18	\$65,445	\$65,445	\$63,874	\$63,874	\$61,930	\$61,930	\$65,445	\$65,445	\$ 66,734	\$66,734
19	\$63,921	\$63,921	\$62,279	\$62,279	\$60,290	\$60,290	\$63,921	\$63,921	\$ 65,082	\$65,082
20	\$62,433	\$62,433	\$60,723	\$60,723	\$58,693	\$58,693	\$62,433	\$62,433	\$ 63,470	\$63,470
21	\$60,980	\$60,980	\$59,205	\$59,205	\$57,137	\$57,137	\$60,980	\$60,980	\$ 61,897	\$61,897
22	\$59,560	\$59,560	\$57,724	\$57,724	\$55,621	\$55,621	\$59,560	\$59,560	\$ 60,362	\$60,362
23	\$58,173	\$58,173	\$56,279	\$56,279	\$54,143	\$54,143	\$58,173	\$58,173	\$ 58,865	\$58,865
24	\$56,819	\$56,819	\$54,870	\$54,870	\$52,704	\$52,704	\$56,819	\$56,819	\$ 57,404	\$57,404
25	\$55,496	\$55,496	\$53,495	\$53,495	\$51,302	\$51,302	\$55,496	\$55,496	\$ 55,978	\$55,978

### Assumptions:

1. \$100,000 initial investment.
2. Fund Expenses = 0.97%.
3. No optional death benefit(s) and/or optional living benefit(s) were elected.
4. Strategic Partners FlexElite 2 figures do not include the optional 1% credit election. Had the credit been included, the Contract Values would be higher, due to the additional credit. However, election of the credit extends the surrender charge for an additional three years, thus lowering surrender value in those years.

5. These reductions result in hypothetical net rates of return as follows: Strategic Partners Advisor -2.33%; Strategic Partners Select -2.44%; Strategic Partners FlexElite 2 -2.60%; Strategic Partners Annuity One 3/Plus 3 Non-Bonus -2.33%; Strategic Partners Annuity One 3/Plus 3 Bonus -2.42%.
6. The illustration above illustrates 100% invested into the variable sub-accounts. Investments into the fixed rate accounts, as noted above, may receive a higher rate of interest in one product over another causing Contract Values to differ in relation to one another.

#### 6% GROSS RETURN

	STRATEGIC PARTNERS ADVISOR		STRATEGIC PARTNERS SELECT		STRATEGIC PARTNERS FLEXELITE 2		STRATEGIC PARTNERS ANNUITY ONE 3/ PLUS 3 NON BONUS		STRATEGIC PARTNERS ANNUITY ONE 3/ PLUS 3 BONUS	
	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE	CONTRACT VALUE	SURRENDER VALUE
1	\$103,522	\$103,522	\$103,400	\$ 96,863	\$103,268	\$ 96,740	\$103,522	\$ 96,976	\$107,557	\$ 99,754
2	\$107,179	\$107,179	\$106,926	\$101,111	\$106,653	\$ 99,888	\$107,179	\$101,349	\$111,247	\$103,148
3	\$110,965	\$110,965	\$110,572	\$105,544	\$110,149	\$103,139	\$110,965	\$105,917	\$115,063	\$106,659
4	\$114,884	\$114,884	\$114,342	\$110,169	\$113,759	\$113,759	\$114,884	\$110,689	\$119,009	\$110,290
5	\$118,942	\$118,942	\$118,241	\$114,994	\$117,487	\$117,487	\$118,942	\$115,674	\$123,092	\$115,176
6	\$123,143	\$123,143	\$122,273	\$120,027	\$121,338	\$121,338	\$123,143	\$120,880	\$127,314	\$120,276
7	\$127,493	\$127,493	\$126,442	\$125,278	\$125,315	\$125,315	\$127,493	\$126,318	\$131,681	\$125,597
8	\$131,996	\$131,996	\$130,753	\$130,753	\$129,422	\$129,422	\$131,996	\$131,996	\$136,198	\$136,198
9	\$136,658	\$136,658	\$135,212	\$135,212	\$133,664	\$133,664	\$136,658	\$136,658	\$140,870	\$140,870
10	\$141,485	\$141,485	\$139,822	\$139,822	\$138,044	\$138,044	\$141,485	\$141,485	\$145,702	\$145,702
11	\$146,483	\$146,483	\$144,590	\$144,590	\$142,569	\$142,569	\$146,483	\$146,483	\$150,699	\$150,699
12	\$151,657	\$151,657	\$149,520	\$149,520	\$147,241	\$147,241	\$151,657	\$151,657	\$155,868	\$155,868
13	\$157,013	\$157,013	\$154,618	\$154,618	\$152,067	\$152,067	\$157,013	\$157,013	\$161,215	\$161,215
14	\$162,559	\$162,559	\$159,890	\$159,890	\$157,051	\$157,051	\$162,559	\$162,559	\$166,745	\$166,745
15	\$168,301	\$168,301	\$165,342	\$165,342	\$162,199	\$162,199	\$168,301	\$168,301	\$172,464	\$172,464
16	\$174,246	\$174,246	\$170,980	\$170,980	\$167,515	\$167,515	\$174,246	\$174,246	\$178,380	\$178,380
17	\$180,400	\$180,400	\$176,810	\$176,810	\$173,005	\$173,005	\$180,400	\$180,400	\$184,499	\$184,499
18	\$186,772	\$186,772	\$182,838	\$182,838	\$178,675	\$178,675	\$186,772	\$186,772	\$190,827	\$190,827
19	\$193,369	\$193,369	\$189,073	\$189,073	\$184,531	\$184,531	\$193,369	\$193,369	\$197,373	\$197,373
20	\$200,199	\$200,199	\$195,520	\$195,520	\$190,579	\$190,579	\$200,199	\$200,199	\$204,143	\$204,143
21	\$207,271	\$207,271	\$202,186	\$202,186	\$196,825	\$196,825	\$207,271	\$207,271	\$211,146	\$211,146
22	\$214,592	\$214,592	\$209,080	\$209,080	\$203,276	\$203,276	\$214,592	\$214,592	\$218,388	\$218,388
23	\$222,172	\$222,172	\$216,210	\$216,210	\$209,939	\$209,939	\$222,172	\$222,172	\$225,879	\$225,879
24	\$230,019	\$230,019	\$223,582	\$223,582	\$216,820	\$216,820	\$230,019	\$230,019	\$233,627	\$233,627
25	\$238,144	\$238,144	\$231,205	\$231,205	\$223,926	\$223,926	\$238,144	\$238,144	\$241,641	\$241,641

#### Assumptions:

1. \$100,000 initial investment.
2. Fund Expenses =0.97%.
3. No optional death benefit(s) and/or optional living benefit(s) were elected.
4. Strategic Partners FlexElite 2 figures do not include the optional 1% credit election. Had the credit been included, the Contract Values would be higher, due to the additional credit. However, election of the credit extends the surrender charge for an additional three years, thus lowering surrender value in those years.
5. These reductions result in hypothetical net rates of return as follows: Strategic Partners Advisor 3.53%; Strategic Partners Select 3.41%; Strategic Partners FlexElite 3.24%; Strategic Partners Annuity One 3/Plus 3 Non-Bonus 3.53%; Strategic Partners Annuity One 3/Plus Bonus 3.43%.
6. The illustration above illustrates 100% invested into the variable sub-accounts. Investments into the fixed rate accounts, as noted above, may receive a higher rate of interest in one product over another causing Contract Values to differ in relation to one another.

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Contract described herein is no longer available for sale.

## IRA DISCLOSURE STATEMENT

This statement is designed to help you understand the requirements of the federal Internal Revenue Code (Code) which apply to your individual retirement annuity (IRA), your Roth IRA, or to one you purchase for your spouse. You can obtain more information regarding your IRA either from your sales representative or from the Internal Revenue Service (IRS). These rules are federal tax law rules; state tax laws may vary.

### FREE LOOK PERIOD

Within seven days after receiving your contract, you may cancel it by delivering or mailing it to the representative through whom you bought it or to the Annuity Service Center at the address shown on the schedule for your annuity contract. As required by applicable law, we will return the purchase payment or, in states requiring return of contract value on cancellation, the greater of the purchase payment or contract fund, computed as of the business day we receive your contract. This seven-day period may coincide with any part of the ten-day cancellation period described in the contract (or such period as is required by applicable law).

### 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 nonworking 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 contributions must be made by no later than the due date for filing your income tax return for that year, without regard to extensions. For a single taxpayer, the applicable dollar limit is \$50,000 in 2006, with the amount of IRA contribution which may be deducted reduced proportionately for Adjusted Gross Income between \$50,000—\$60,000. For married couples filing jointly, the applicable dollar limit is \$75,000 in 2006, with the amount of IRA contribution which may be deducted reduced proportionately for Adjusted Gross Income between \$75,000—\$85,000. There is no deduction allowed for IRA contributions when Adjusted Gross Income reaches \$60,000 for individuals and \$85,000 for married couples filing jointly. Income limits for married taxpayers are scheduled to increase in 2007.

The IRA maximum annual contribution and your tax deduction is limited to the lesser of (1) 100% of your earned compensation or (2) the following dollar contribution limits:

For taxable years beginning in 2005 through 2007	\$4,000
For taxable years beginning in 2008	\$5,000

Effective for taxable years beginning in 2009 through 2010, the \$5,000 limit will be indexed for inflation in increments of \$500. Further, the maximum annual contribution limit for taxable years beginning in 2005 is increased by \$500 for individuals who have attained age 50 before the close of such tax year. This "catch-up" contribution increases to \$1,000 for taxable years beginning in 2006 through 2010. The contribution limit is reduced by the amount of any contributions made to a Roth IRA.

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 should contribute more than the maximum contribution amount to your IRA, the excess amount will be considered an "excess contribution." You are permitted to withdraw an excess contribution from your IRA before your tax filing date (including extensions) 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").

### 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, 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 "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 twelve month period, you are permitted to withdraw any portion of the value of your IRA and reinvest it in another IRA. Withdrawals may also be made from other IRAs and contributed to this contract. This type of 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. Any amounts not contributed within the 60 day period will be subject to current income tax and cannot be later contributed as a rollover contribution (unless the IRS has waived the 60 day requirement). Where funds are moved directly from one IRA to another, this is referred to as a "transfer." Transfers are not subject to the twelve month limitation.

A similar type of rollover to an IRA can be made with the proceeds of a qualified distribution from a qualified retirement plan or tax-sheltered annuity. 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.)

Funds can also be rolled over from an IRA to another IRA, a qualified retirement plan, a 403(a) annuity plan, a governmental eligible deferred compensation plan described in section 457(b) of the Code, or a tax-deferred 403(b) annuity.

Transfer and/or rollover contributions may not include any amounts that must be distributed as a minimum required distribution. If the minimum distribution amounts are included in a transfer or rollover contribution, the IRS may deem such amounts an excess contribution which is subject to penalties. We strongly urge you to seek professional tax advice related to this issue prior to making a transfer or rollover contribution.

#### **DISTRIBUTIONS**

##### **(a) Premature Distributions**

At no time can your interest in your IRA be forfeited. To insure that your contributions will be used for retirement, the federal tax law does not permit you to use your IRA as security for a loan. Furthermore, as a general rule, you may not sell, transfer, or assign your interest in your IRA to anyone. Use of an IRA 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 may 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 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. In the case of a partial surrender which does not qualify as a rollover, the amount withdrawn will be includable in your income and generally 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. Other exceptions to the tax penalty may also apply.

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 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. If you own more than one IRA, you can choose to satisfy your minimum distribution requirement for each of your IRAs by withdrawing that amount from any of your IRAs. 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 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 70½ 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 defined under IRS regulations. 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, 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, or as a program of minimum distributions. This annuity or minimum distribution program must be payable over the life expectancy of the beneficiary beginning by December 31st of the year following the year after your or your spouse's death. If your spouse is the sole designated beneficiary, he or she may elect to treat him or herself 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 the 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 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 IRAs maintained by an individual is generally the lesser of the maximum annual contribution limit and 100% of compensation for that year (the lesser of the maximum amount allowed by law 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. The Roth IRA maximum annual contribution limit is as follows:

For taxable years beginning in 2005 through 2007	\$4,000
For taxable years beginning in 2008	\$5,000

Effective for taxable years beginning in 2009 through 2010, the \$5,000 limit will be indexed for inflation in increments of \$500. Further, the maximum annual contribution limit for taxable years beginning in 2005 is increased by \$500 for individuals who have attained age 50 before the close of such tax year. This "catch-up" contribution increases to \$1,000 for taxable years beginning in 2006 through 2010.

For taxpayers with adjusted gross income of \$100,000 or less, all or part of amounts in a traditional 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. 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. Beginning in 2006, distributions from Roth accounts established under 401(k) plans or 403(b) plans, that are eligible for rollover can be rolled into a Roth IRA. However, amounts from a Roth IRA cannot be rolled into a designated Roth account in a 401(a) or 403(b) plan.

**Under some circumstances, it may not be advisable to roll over, transfer or convert all or part of a traditional 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 59½; (b) after the owner's death; (c) due to the owner's disability; or (d) for a qualified first time homebuyer distribution within the meaning of Section 72(t)(2)(F) of the Code; and

- (2) the distribution must be made in the year that is at least five tax years after the first year for which a contribution was made to any Roth IRA established for the owner or five years after a rollover, transfer, or conversion was made from a traditional IRA to a Roth IRA.

Distributions from a Roth IRA that are not qualified distributions will be treated as made first from contributions and then from earnings, which are taxed generally in the same manner as distributions from a traditional IRA.

Distributions from a Roth IRA need not commence at age 70½. 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. If you were at least 70½ at the end of the prior year, we will indicate to you and to the IRS, on Form 5498, that your account is subject to minimum required distributions.

#### **PROHIBITED TRANSACTIONS**

The Code defines certain transactions as “prohibited transactions.” If you (or your beneficiary) engage in a prohibited transaction described in section 4975(c) of the Code with respect to your IRA, your IRA will be treated as having been distributed on the first day of the taxable year in which the prohibited transaction occurs. Both the taxable portion of your IRA as of that day and the fair market value of the IRA’s earnings after that day will be included in your income for that taxable year and you may be subject to a 10% tax penalty if you are not at least age 59½ or totally disabled. The same consequences apply to your spouse’s IRA if your spouse engages in a prohibited transaction with his or her own IRA. Examples of prohibited transactions are: borrowing from your IRA; selling or leasing property to your IRA; or, buying or leasing property from your IRA.

## HIGHLIGHTS OF PENSION PROTECTION ACT INDIVIDUAL RETIREMENT ANNUITY (IRA) CHANGES

An IRA is a personal savings plan that permits saving for retirement on a tax-advantaged basis. All IRAs must meet certain requirements as set forth in the Internal Revenue Code. The Pension Protection Act of 2006 (PPA) contained several provisions affecting IRAs. These provisions may not be reflected in the IRA Disclosure Statement, the contents of which are only changed when appropriate IRS guidance is issued. The discussion below highlights the provisions and indicates when they become effective.

### **Direct Rollovers to Non-Spouse Beneficiaries**

Beginning in 2007 non-spouse beneficiaries may be permitted to roll death benefits to an IRA from a qualified retirement plan, a §457 governmental plan, a §403(b) TDA or an IRA. Such plans are not required to offer non-spouse rollovers but if they do the rollover must be a direct trustee to IRA rollover. The IRA receiving the death benefit must be titled and treated as an "inherited IRA". The distributed amount must satisfy all of the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the participant or the participant's spouse. Thus annuity distributions, required minimum distributions, and installment payments over a specified period of ten or more years may not be rolled over. Required minimum distribution rules applicable non-spouse beneficiaries apply to the IRA.

### **IRA Distributions for Charitable Purposes**

The PPA permits IRA owners who are age 70 ½ or older and who make distributions from the IRA directly to certain charities to exclude the distribution from income. The income exclusion is available only to the extent that all charitable distributions of the IRA owner do not exceed \$100,000. For married individuals filing a joint return, the limit is \$100,000 per individual IRA owner. The distribution can be made from a traditional or Roth IRA or a "deemed" IRA in a qualified plan but not from an ongoing SEP or SIMPLE IRA. Charitable distributions may be made from an inherited IRA if the beneficiary has attained age 70 ½. This provision is effective for distributions in 2006 and 2007 only.

### **Contributing Tax Refunds to IRAs**

The IRS is directed to issue forms that could be used by taxpayers to permit a tax refund to be directly deposited in the taxpayer's IRA. Pending issuance of the forms this provision is effective for 2007 and later tax years.

### **Direct Rollovers to Roth IRAs**

Under current law distributions from a qualified retirement plan, a §457 governmental plan, or a §403(b) TDA may not be rolled over into a Roth IRA. However, if the distribution is rolled over into a traditional IRA and the IRA owner/taxpayer has modified adjusted gross income of \$100,000 or less they may subsequently be able to rollover the amounts in the traditional IRA to a Roth IRA. The amount rolled over is includible in income as if it had been withdrawn but the 10% penalty tax does not apply. The PPA will allow distributions from qualified retirement plans, §457 governmental plans, and §403(b) TDAs to be rolled over directly from the plan to the Roth IRA subject to the same income tax rules and adjusted gross income limitation. The new rollover rules apply to distributions beginning in 2008.

### **Indexing**

Beginning in 2007 the income limits for traditional IRAs, Roth IRAs, and the savers credit for low-income contributions to retirement plans will be indexed for inflation. In addition, the PPA permanently extends the savers credit, which had been set to expire at the end of 2006.

### **Additional IRA Contributions for Employees of certain Bankrupt Companies**

Beginning in 2007 and extending through 2009 the new law permits certain 401(k) participants whose employer filed for bankruptcy and was subject to indictment to make additional contributions to IRAs.

### **Qualified Reservist Distributions**

Withdrawals from an IRA or attributable to elective deferrals to a 401(k), 403(b) or similar arrangement that meet certain requirements are exempt from the 10% tax penalty as "qualified reservist distributions": The withdrawal must be from an IRA or from elective deferrals under a 401(k) plan, 403(b) plan, SEP or SIMPLE; the withdrawal must be made to a reservist or national guardsman who was ordered or called to duty after September 11, 2001 and before December 31, 2007. The period for which the reservist is ordered or called to duty must be greater than 179 days, or for an indefinite period; The withdrawal must be made during the period beginning on the date of the order or call to duty, and ending at the close of the active duty period. Instead of the 60 day period generally provided to roll over distributions from an IRA or qualified plan, a qualified reservist distribution can be repaid to an IRA until the end of the two-year period that begins on the day after the active duty period ends.

The information provided above is not intended as tax advice. You should consult with a qualified tax advisor for complete information and advice.

This disclosure is not part of the Prospectus.

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Contract described herein is no longer available for sale.

## PRIVACY NOTICE

*This notice is being provided on behalf of the companies listed in this Notice. It describes how information about you is handled and the steps we take to protect your privacy. We call this information "customer data" or just "data". If you have other Prudential products or relationships, you may receive a separate privacy notice describing the practices that apply to those products or relationships. If your relationship with us ends, we will continue to handle data about you the same way we handle customer data.*

### PROTECTING CUSTOMER DATA

We maintain physical, electronic, and procedural safeguards to protect customer data. The only persons who are authorized to have access to it are those who need access to do their jobs. We require them to keep the data secure and confidential.

### INFORMATION WE COLLECT

We collect data you give us and data about the products and relationships you have with us, so that we can serve you, including offering products and services to you. It includes, for example:

- your name and address,
- income and social security number.

We also collect data others give us about you, for example:

- medical information for insurance applications,
- consumer reports from consumer reporting agencies and
- participant information from organizations that purchase products or services from us for the benefit of their members or employees, for example, group life insurance.

### SHARING DATA

We may share data with affiliated companies and with other companies so that they can perform services for us or on our behalf. We may, for example, disclose data to other companies for customer service or administrative purposes. We may disclose limited information such as:

- your name,
- address, and
- the types of products you own
- to service providers so they can provide marketing services to us.

We may also disclose data as permitted or required by law, for example:

- to law enforcement officials,
- in response to subpoenas,
- to regulators, or
- to prevent fraud.

We do not disclose data to Prudential affiliates or other companies to allow them to market their products or services to you. We may tell you about a product or service that a Prudential company or other companies offer. If you respond, that company will know that you were in the group selected to receive the information.

### ANNUAL NOTICES

We will send notices at least once a year, as federal and state laws require. We reserve the right to modify this policy at any time.

If you have questions about Prudential's Privacy Notice please call us. The toll free number is (800)-236-6848.

***Prudential, Prudential Financial and the Prudential Financial logo are registered service marks of The Prudential Insurance Company of America, Newark, NJ and its affiliates. The Prudential Insurance Company of America, 751 Broad Street, Newark, NJ 07102-3777***

***Your Financial Security, Your Satisfaction & Your Privacy***

This disclosure is not part of the Prospectus.



Many Prudential Financial companies are required to send privacy notices to their customers. This notice is being provided to customers of the Prudential Financial companies listed below:

**INSURANCE COMPANIES AND SEPARATE ACCOUNTS**

Prudential Insurance Company of America, The  
American Skandia Life Assurance Corporation  
Pruco Life Insurance Company  
Pruco Life Insurance Company of New Jersey  
Separate accounts of The Prudential Insurance Company of America, Pruco Life Insurance Company, Pruco Life Insurance Company of New Jersey, and American Skandia Life Assurance Corporation  
Prudential Retirement Insurance and Annuity Company (PRIAC)  
PRIAC Variable Contract Account A

**INSURANCE AGENCIES**

Prudential Direct Insurance Agency of Massachusetts, Inc.  
Prudential General Agency of Ohio, Inc.  
Prudential General Insurance Agency of New Mexico, Inc.  
Prudential General Agency of Texas, Inc.  
Prudential Insurance Agency, LLC

**BROKER-DEALERS AND REGISTERED INVESTMENT ADVISERS**

AST Investment Services, Inc.  
American Skandia Marketing, Incorporated  
American Skandia Advisory Services, Inc.  
Global Portfolio Strategies, Inc.  
Pru Global Securities, LLC  
Pruco Securities, LLC  
Pramerica Asset Management, Inc.  
Prudential Equity Investors, Inc.  
Prudential Investment Management, Inc.  
Prudential Investment Management Services LLC  
Prudential Investments LLC  
Prudential Equity Group, LLC

**BANK AND TRUST COMPANIES**

Prudential Bank & Trust, FSB  
Prudential Trust Company  
Advanced Series Trust

**INVESTMENT COMPANIES AND OTHER INVESTMENT VEHICLES**

High Yield Income Fund, Inc., The  
JennisonDryden Mutual Funds  
Nicholas-Applegate Fund, Inc.  
Prudential Capital Partners, L.P.  
Prudential Financial Derivatives, LLC  
Prudential Institutional Liquidity Portfolio, Inc.  
Strategic Partners Mutual Funds  
Target Portfolio Trust, The  
PB Financial Services, Inc.

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Contract described herein is no longer available for sale.

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Contract described herein is no longer available for sale.

PLEASE SEND ME A STATEMENT OF ADDITIONAL INFORMATION THAT CONTAINS FURTHER DETAILS ABOUT THE PRUCO LIFE ANNUITY DESCRIBED IN PROSPECTUS ORD01009 (05/2007).

\_\_\_\_\_  
(print your name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city/state/zip code)

**MAILING ADDRESS:**

PRUDENTIAL ANNUITY SERVICE CENTER  
P.O. Box 7960  
Philadelphia, PA 19176

# Prudential Financial

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

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