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PruSecure Fixed Indexed Annuity

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This Disclosure Statement describes how the PruSecure annuity works. Please review it carefully and keep it for future reference. Please note that the PruSecure annuity contract we issue to you contains the complete terms, conditions and additional details. If any statements in this document conflict with the contract, the contract will govern. In this Disclosure Statement, “you” and “your” refer to the contract owner and “we,” “us” and “our” refer to Prudential Annuities Life Assurance Corporation (“Prudential”), the company issuing the PruSecure contract.

What is the PruSecure Annuity?
The PruSecure annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAE(11/17) or FIAE/IND(11/17) (or state variation thereof). A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. The amount of interest, if any, credited to your account value is based on increases in an index, up to applicable cap rates or participation rates, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.

Annuitant/Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. Joint Annuitants are allowed on Nonqualified contracts only.

Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.

Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Annuity?
You must work with your Financial Professional to determine if the PruSecure annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure annuity. The minimum single premium required to issue a contract is $10,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure application are received and (b) 120 days. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. All premiums indicated on your PruSecure application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher cap rates and participation rates if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the Cap rates, Participation Rates and Fixed Rates currently being offered.

What if I change my mind about opening a PruSecure Annuity?
You may cancel this Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 20 days after you receive it (30 days if the Annuity is being issued as a replacement for another annuity contract or a life insurance policy, or longer if required by applicable state law) for a refund of the Premium(s).

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Annuity?
The PruSecure annuity has two Interest Crediting Strategies available:
• **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

• **Point to Point Indexed Strategies** - The PruSecure annuity has two types of Point to Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy.

  **Point to Point with a Cap Rate Indexed Strategy** – A “cap” limits the amount of interest that may be credited to the Account Value. We declare a Cap Rate percentage for each Index and Index Term combination offering the Point to Point with a Cap Rate Indexed Strategy. If the index increased by more than the Cap Rate percentage, your credited interest percentage will be equal to the Cap Rate percentage at the end of an Index Term. If the index increased between 0% and the Cap Rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The Cap Rate percentage will always be at least 1.00%.

  **Point to Point with a Participation Rate Indexed Strategy** – The Participation Rate is the percentage of any Index increase that will be used in calculating the interest that will be credited to the Account Value at the end of an Index Term. The Participation Rate may vary by Index and Index Term. The Initial Participation Rate is guaranteed for one Index Term. We will declare Participation Rates that will apply to the renewal of the Point-to-Point with Participation Rate Indexed Strategy after the end of an Index Term. The new Participation Rates may be higher or lower than the Initial Participation Rate and will be guaranteed for one renewal Index Term and will affect the amount of interest credited.

What choices do I have with the Point to Point Indexed Strategies?
You may choose from the below Indexes and Index Terms. You must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Point to Point Indexed Strategies</th>
<th>1-Year Point to Point</th>
<th>3-Year Point to Point</th>
<th>5-Year Point to Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap Rate</td>
<td>Participation Rate</td>
<td>Cap Rate</td>
<td>Participation Rate</td>
</tr>
<tr>
<td>S&amp;P 500® Index (SPX) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
<tr>
<td>MSCI EAFE Index (MXEA) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index (DJUSRE) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
<tr>
<td>Bloomberg Commodity Index (BCOM) Excess Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
</tbody>
</table>

What are the pros and cons of the different Index Terms?
Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 Year Terms) will credit any interest sooner and more frequently compared to longer terms. They will also likely have lower Cap Rates or Participation Rates. Selecting a longer Index Term (i.e. 3 Years or 5 Years) will likely result in a higher Cap Rate or Participation Rate; however, interest is credited less frequently compared to shorter terms. Conversely, electing successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. **Any withdrawal taken during an Index Term will not be eligible to receive interest at the end of the Index Term.**

• For example, assume you allocate to a 1 Year Index Term and a 5 Year Index Term over different market cycles as shown in the below examples. *(Please note: the below chart uses the Point to Point with a Cap Rate Indexed Strategy. The outcome would be similar with the Point to Point with a Participation Rate Indexed Strategy)*
## Example 1

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Index Return After 1 Year</th>
<th>Index Return After 5 Years</th>
<th>1 Year Point to Point Interest Credited (4% Cap)</th>
<th>5 Year Point to Point Interest Credited (25% Cap)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3%</td>
<td>-</td>
<td>3%</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>-30%</td>
<td>-</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>10%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>0%</td>
<td>-5%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Account Value after 5 years $111,405  $100,000

1 The "Index Return After 5 Years" is based on comparing the index value at the beginning of year 1 and the index value at the end of year 5
2 Assumes a 4% cap for the full 5 years, please note 1 Year Point to Point Index Terms can change annually

## Example 2

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Index Return After 1 Year</th>
<th>Index Return After 5 Years</th>
<th>1 Year Point to Point Interest Credited (4% Cap)</th>
<th>5 Year Point to Point Interest Credited (25% Cap)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>10%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>-10%</td>
<td>-</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>12%</td>
<td>59%</td>
<td>4%</td>
<td>25%</td>
</tr>
</tbody>
</table>

Account Value after 5 years $116,986  $125,000

**What is the difference between the Point to Point with a Cap Rate and Point to Point with a Participation Rate strategy?**

Cap Rates and Participation Rates have different advantages that you should discuss with your Financial Professional. When used over a long period of time both crediting methods are likely to provide similar levels of interest credited. However, when viewed year by year both crediting methods can result in varying levels of interest credited. Generally, in years where any increase to an index is low, a Cap Rate strategy may be more advantageous. The Cap Rate strategy credits interest to your Account Value up to the amount of the declared Cap Rate at the end of the Index Term. In years where the increase to an index is high, a Participation Rate strategy may be more advantageous. The Participation Rate strategy credits a specific percentage of any index growth as interest to your Account Value at the end of the Index Term. Please see the examples below:

### Lower Index Return Year

<table>
<thead>
<tr>
<th>Crediting Strategy</th>
<th>Crediting Rate</th>
<th>Index Return</th>
<th>Interest Credited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap Rate</td>
<td>5%</td>
<td>7%</td>
<td>5%</td>
</tr>
<tr>
<td>Participation Rate</td>
<td>35%</td>
<td>7%</td>
<td>2.45%</td>
</tr>
</tbody>
</table>

### Higher Index Return Year

<table>
<thead>
<tr>
<th>Crediting Strategy</th>
<th>Crediting Rate</th>
<th>Index Return</th>
<th>Interest Credited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap Rate</td>
<td>5%</td>
<td>20%</td>
<td>5%</td>
</tr>
<tr>
<td>Participation Rate</td>
<td>35%</td>
<td>20%</td>
<td>7%</td>
</tr>
</tbody>
</table>

**What happens at the end of an Index Term?**

At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index Cap Rate and Participation Rate percentage for each new Index Term. You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-Year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

**How does the downside protection work?**

Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 100% of your premium allocated to the PruSecure annuity on the Issue Date, less
b) withdrawals including any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%, less surrender charges;

**What charges are associated with a PruSecure Annuity?**

A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure annuity from the below options. There are no other charges associated with the PruSecure annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>5%</td>
<td>4%</td>
<td>0%</td>
</tr>
</tbody>
</table>

**What are some things to consider when deciding between Surrender Charge Periods?**

Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

**How do I access money from my PruSecure annuity?**

You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contract’s Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
• Withdrawals taken from all contract types (including Beneficiary Annuities described below) to satisfy distributions required by the tax law (“required distributions”) if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure annuity.

What happens to my PruSecure contract upon death?
The PruSecure annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above, as of the Date of Due Proof. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate percentage.

• Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the PruSecure annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure annuity is owned by an entity).

• Continuation of the PruSecure annuity by a Spouse – Instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

How do I begin Annuity Payments?
As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. Once you elect an Annuity Option, you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

• Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select and continue beyond that time for as long as the designated Annuitant lives.

• Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

“Beneficiary” Annuity
You may purchase a PruSecure annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure annuity and receive required distributions. We will issue the PruSecure annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.
Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

Non-Qualified annuity- A PruSecure annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity before the owner is age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

Qualified annuity- A PruSecure annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity before the owner is age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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PRUSECURE®M FIXED INDEXED ANNUITY
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What is the PruSecure Annuity?
The PruSecure annuity is a single premium deferred fixed indexed annuity issued on form number FIAE/IND(11/17)-CA. A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. There is an upper limit, known as a “cap,” on the amount of interest you can earn in a given period, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.
Annuitant/Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. We will only accept Joint Annuitants on Nonqualified contracts.
Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.
Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Annuity?
You must work with your Financial Professional to determine if the PruSecure annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure annuity. The minimum single premium required to issue a contract is $25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure application are received and (b) 120 days. We will not credit any interest to premiums received during this period. All premiums indicated on your PruSecure application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher rates and caps if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the rates and caps currently being offered.

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Annuity?
The PruSecure annuity has two Interest Crediting Strategies available:

- **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

- **Point to Point Indexed Strategy** – The interest credited is based on the change in the Indexed Strategy you select and is applied at the end of the Index Term chosen. This is called the Point to Point Indexed Strategy. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy. We declare a cap rate percentage for each Index and Index Term combination. If the index increased by more than the cap rate percentage, your
credited interest percentage will be equal to the cap rate percentage at the end of an Index Term. If the index increased between 0% and the cap rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The cap rate percentage will always be at least 1.00%

What choices do I have with the Point to Point Indexed Strategy? You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy then you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Index</th>
<th>Index Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;P 500® Index</td>
<td>1 year</td>
</tr>
<tr>
<td>MSCI EAFE Index</td>
<td>1 year</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index</td>
<td>1 year</td>
</tr>
<tr>
<td>Bloomberg Commodity Index</td>
<td>1 year</td>
</tr>
</tbody>
</table>

What are the pros and cons of the different Index Terms? Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 year Terms) will credit interest sooner and more frequently at the end of each successive term. They will also likely have lower caps. Selecting a longer Index Term (i.e. 3 years or 5 years) will likely result in a higher cap; however, interest is credited less frequently as a result of fewer successive terms. Electing shorter Index Terms may credit positive index changes more frequently, but will limit interest crediting amounts during Index Terms when the positive index change is greater than the cap. Conversely, electing successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. Any withdrawal taken during an index Term will not be eligible to receive interest at the end of the Index Term.

- For example, assume you allocate to a One-Year Index Term and a Five-Year Index Term over different market cycles as shown in the below examples.

<table>
<thead>
<tr>
<th>Example 1 Index Term Comparison Based on $100,000 Investment</th>
<th>Example 2 Index Term Comparison Based on $100,000 Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year</td>
<td>Index Return After 1 Year</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>2</td>
<td>-30%</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
<td>0%</td>
</tr>
</tbody>
</table>

1 The “Index Return After 5 Years” is based on comparing the index value at the beginning of year 1 and the index value at the end of year 5
2 Assumes a 4% cap for the full 5 years, please note 1 Year Point to Point Index Terms can change annually

What happens at the end of an Index Term? At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index cap percentage for each new Index Term. You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account
Value to any Index and Index Term you choose. Five-year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

How does the downside protection work?
Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure annuity on the Issue Date, less
b) withdrawals net of any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%;

What charges are associated with a PruSecure Annuity?
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure annuity from the below options. There are no other charges associated with the PruSecure annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>8.25%</td>
<td>8%</td>
<td>7.75%</td>
<td>7%</td>
<td>6%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>8.25%</td>
<td>8%</td>
<td>7.75%</td>
<td>7%</td>
<td>6%</td>
<td>5%</td>
<td>4%</td>
<td>0%</td>
</tr>
</tbody>
</table>

What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time.

How do I access money from my PruSecure annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal, or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year, including Withdrawals taken prior to December 31 of the first contract year to satisfy distributions required by the tax law (“required distributions”), are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:
• Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;

• The Death Benefit;

• The Account Value applied to an Annuity Option on the Annuity Date;

• Withdrawals taken after December 31 of the first contract year from all contract types (including Beneficiary Annuities described below) to satisfy required distributions if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure annuity.

What happens to my PruSecure contract upon death?
The PruSecure annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable cap rate percentage.

• Payment of the Death Benefit—The Death Benefit may be taken in one lump sum immediately, and the PruSecure annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure annuity is owned by an entity).

• Continuation of the PruSecure annuity by a Spouse—instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

How do I begin Annuity Payments?
On the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value, and begin the Annuity Payments. Once you do so you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

• Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select, and continue beyond that time for as long as the designated Annuitant lives.

• Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.
“Beneficiary” Annuity
You may purchase a PruSecure annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure annuity and receive required distributions. We will issue the PruSecure annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

Non-Qualified annuity- A PruSecure annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity. One exception to the penalty is that the owner is over age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

Qualified annuity- A PruSecure annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity. One exception to the penalty is that the owner is over age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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PRUSECURE® FIXED Indexed ANNUITY
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What is the PruSecure Annuity?
The PruSecure annuity is a single premium deferred fixed indexed annuity issued on form number FIAE/IND(11/17)-FL. A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. The amount of interest, if any, credited to your account value is based on increases in an index, up to applicable cap rates or participation rates, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.

Annuitant/Joint Annuitant— The person whose life or lives are used to determine the Annuity Payments. Joint Annuitants are allowed on Nonqualified contracts only.

Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.

Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Annuity?
You must work with your Financial Professional to determine if the PruSecure annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure annuity. The minimum single premium required to issue a contract is $10,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure application are received and (b) 120 days. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. All premiums indicated on your PruSecure application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher cap rates and participation rates if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the Cap rates, Participation Rates and Fixed Rates currently being offered.

What if I change my mind about opening a PruSecure Annuity?
You may cancel this Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 20 days after you receive it (30 days if the Annuity is being issued as a replacement for another annuity contract or a life insurance policy, or longer if required by applicable state law) for a refund of the Premium(s).

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Annuity?
The PruSecure annuity has two Interest Crediting Strategies available:
• **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

• **Point to Point Indexed Strategies** - The PruSecure annuity has two types of Point to Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy.

  **Point to Point with a Cap Rate Indexed Strategy** – A “cap” limits the amount of interest that may be credited to the Account Value. We declare a Cap Rate percentage for each Index and Index Term combination offering the Point to Point with a Cap Rate Indexed Strategy. If the index increased by more than the Cap Rate percentage, your credited interest percentage will be equal to the Cap Rate percentage at the end of an Index Term. If the index increased between 0% and the Cap Rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The Cap Rate percentage will always be at least 1.00%.

  **Point to Point with a Participation Rate Indexed Strategy** – The Participation Rate is the percentage of any Index increase that will be used in calculating the interest that will be credited to the Account Value at the end of an Index Term. The Participation Rate may vary by Index and Index Term. The Initial Participation Rate is guaranteed for one Index Term. We will declare Participation Rates that will apply to the renewal of the Point-to-Point with Participation Rate Indexed Strategy after the end of an Index Term. The new Participation Rates may be higher or lower than the Initial Participation Rate and will be guaranteed for one renewal Index Term and will affect the amount of interest credited.

**What choices do I have with the Point to Point Indexed Strategies?**

You may choose from the below Indexes and Index Terms. You must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Point to Point Indexed Strategies</th>
<th>1-Year Point to Point</th>
<th>3-Year Point to Point</th>
<th>5-Year Point to Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;P 500® Index (SPX) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>1 year</td>
</tr>
<tr>
<td>MSCI EAFE Index (MXEA) Price Return</td>
<td>1 year</td>
<td>3 years</td>
<td>3 years</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index(DJUSRE) Price Return</td>
<td>1 year</td>
<td>3 years</td>
<td>3 years</td>
</tr>
<tr>
<td>Bloomberg Commodity Index (BCOM) Excess Return</td>
<td>1 year</td>
<td>3 years</td>
<td>3 years</td>
</tr>
</tbody>
</table>

**What are the pros and cons of the different Index Terms?**

Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 Year Terms) will credit any interest sooner and more frequently compared to longer terms. They will also likely have lower Cap Rates or Participation Rates. Selecting a longer Index Term (i.e. 3 Years or 5 Years) will likely result in a higher Cap Rate or Participation Rate; however, interest is credited less frequently compared to shorter terms. Conversely, selecting successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. **Any withdrawal taken during an Index Term will not be eligible to receive interest at the end of the Index Term.**

- For example, assume you allocate to a 1 Year Index Term and a 5 Year Index Term over different market cycles as shown in the below examples. *(Please note: the below chart uses the Point to Point with a Cap Rate Indexed Strategy. The outcome would be similar with the Point to Point with a Participation Rate Indexed Strategy)*
What is the difference between the Point to Point with a Cap Rate and Point to Point with a Participation Rate strategy?

Cap Rates and Participation Rates have different advantages that you should discuss with your Financial Professional. When used over a long period of time both crediting methods are likely to provide similar levels of interest credited. However, when viewed year by year both crediting methods can result in varying levels of interest credited. Generally, in years where any increase to an index is low, a Cap Rate strategy may be more advantageous. The Cap Rate strategy credits interest to your Account Value up to the amount of the declared Cap Rate at the end of the Index Term. In years where the increase to an index is high, a Participation Rate may be more advantageous. The Participation Rate strategy credits a specific percentage of any index growth as interest to your Account Value at the end of the Index Term. Please see the examples below:

<table>
<thead>
<tr>
<th>Lower Index Return Year</th>
<th>Higher Index Return Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Crediting Strategy</strong></td>
<td><strong>Crediting Strategy</strong></td>
</tr>
<tr>
<td><strong>Crediting Rate</strong></td>
<td><strong>Crediting Rate</strong></td>
</tr>
<tr>
<td><strong>Index Return</strong></td>
<td><strong>Index Return</strong></td>
</tr>
<tr>
<td><strong>Interest Credited</strong></td>
<td><strong>Interest Credited</strong></td>
</tr>
<tr>
<td>Cap Rate</td>
<td>5%</td>
</tr>
<tr>
<td>7%</td>
<td>20%</td>
</tr>
<tr>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Participation Rate</td>
<td>35%</td>
</tr>
<tr>
<td>7%</td>
<td>20%</td>
</tr>
<tr>
<td>2.45%</td>
<td>7%</td>
</tr>
</tbody>
</table>

What happens at the end of an Index Term?

At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index Cap Rate and Participation Rate percentage for each new Index Term. **You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term.** You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-Year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

How does the downside protection work?

Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 100% of your premium allocated to the PruSecure annuity on the Issue Date, less
b) withdrawals including any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%, less surrender charges;

What charges are associated with a PruSecure Annuity?
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See "How Do I Access Money from my PruSecure Annuity?" below). You choose the Surrender Charge Period when applying for the PruSecure annuity from the below options. There are no other charges associated with the PruSecure annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>5%</td>
<td>4%</td>
<td>0%</td>
</tr>
</tbody>
</table>

What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

How do I access money from my PruSecure annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contract’s Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
Withdrawals taken from all contract types (including Beneficiary Annuities described below) to satisfy distributions required by the tax law ("required distributions") if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure annuity.

**What happens to my PruSecure contract upon death?**
The PruSecure annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above, as of the Date of Due Proof. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate percentage.

- **Payment of the Death Benefit** – The Death Benefit may be taken in one lump sum immediately, and the PruSecure annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure annuity is owned by an entity).

- **Continuation of the PruSecure annuity by a Spouse** – Instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

**How do I begin Annuity Payments?**
As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. Once you elect an Annuity Option, you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- **Payments for Life with a Period Certain** – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select and continue beyond that time for as long as the designated Annuitant lives.
- **Joint and Last Survivor** – Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed.

**“Beneficiary” Annuity**
You may purchase a PruSecure annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure annuity and receive required distributions. We will issue the PruSecure annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.
Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

**Non-Qualified annuity** - A PruSecure annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity before the owner is age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

**Qualified annuity** - A PruSecure annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity before the owner is age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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This Disclosure Statement describes how the PruSecure annuity works. Please review it carefully and keep it for future reference. This is a summary document and not part of your contract with Prudential Annuities Life Assurance Corporation ("Prudential").

Please note that the PruSecure annuity contract we issue to you contains the complete terms, conditions and additional details. If any statements in this document conflict with the contract, the contract will govern. In this Disclosure Statement, “you” and “your” refer to the contract owner and “we,” “us” and “our” refer to Prudential, the company issuing the PruSecure contract.

What is the PruSecure Annuity?
The PruSecure annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAE(11/17). A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. There is an upper limit, known as a “cap,” on the amount of interest you can earn in a given period, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest. There are no optional riders available with the PruSecure annuity.

Who are the key parties to the PruSecure contract?

**Owner** – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.

**Annuitant/Joint Annuitant** – The person whose life or lives are used to determine the Annuity Payments. We will only accept Joint Annuitants on Nonqualified contracts.

**Contingent Annuitant** – The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.

**Beneficiary(ies)** – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Annuity?
You must work with your Financial Professional to determine if the PruSecure annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure annuity. The minimum single premium required to issue a contract is $25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure application are received and (b) 120 days. We will not credit any interest to premiums received during this period. All premiums indicated on your PruSecure application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher rates and caps if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the rates and caps currently being offered.

What if I change my mind about purchasing a PruSecure Annuity?
You have the right to cancel your PruSecure annuity for any reason within 20 days after you receive it (30 days if your PruSecure annuity is a replacement for another annuity or life insurance policy) and receive a refund of the premium paid, less any withdrawals. You must return the Annuity to us at our Service Office or to the representative who sold it to you. You may also complete the applicable form, which can be obtained from our website (www.prudential.com) or by calling the Service Office at 1-800-778-2888, and submit it to us at our Service Office in Good Order to cancel your PruSecure contract.
What Interest Crediting Strategies are available and how is interest credited to my PruSecure Annuity?

The PruSecure annuity has two Interest Crediting Strategies available:

- **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%

- **Point to Point Indexed Strategy** – The interest credited is based on the change in the Indexed Strategy you select and is applied at the end of the Index Term chosen. This is called the Point to Point Indexed Strategy. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy. We declare a cap rate percentage for each Index and Index Term combination. If the index increased by more than the cap rate percentage, your credited interest percentage will be equal to the cap rate percentage at the end of an Index Term. If the index increased between 0% and the cap rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The cap rate percentage will always be at least 1.00%.

How is my Account Value determined?

On the Issue Date, your Account Value is equal to the total of all premiums used to issue your PruSecure contract. At any time after the Issue Date, your Account Value equals the sum of the amounts allocated to the Interest Crediting Strategies you elect.

What choices do I have with the Point to Point Indexed Strategy?

You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy then you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Index</th>
<th>Index Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;P 500® Index</td>
<td>1 year</td>
</tr>
<tr>
<td>MSCI EAFE Index</td>
<td>1 year</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index</td>
<td>1 Year</td>
</tr>
<tr>
<td>Bloomberg Commodity Index</td>
<td>1 Year</td>
</tr>
</tbody>
</table>

What are the pros and cons of the different Index Terms?

Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 year Terms) will credit interest sooner and more frequently at the end of each successive term. They will also likely have lower caps. Selecting a longer Index Term (i.e. 3 Years or 5 Years) will likely result in a higher cap; however, interest is credited less frequently as a result of fewer successive terms. Electing shorter Index Terms may credit positive index changes more frequently, but will limit interest crediting amounts during Index Terms when the positive index change is greater than the cap. Conversely, electing successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. **Any withdrawal taken during an Index Term will not be eligible to receive interest at the end of the Index Term.**

- For example, assume you allocate to a One-Year Index Term and a Five-Year Index Term over different market cycles as shown in the below examples.
### What happens at the end of an Index Term?

At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index cap percentage for each new Index Term. You **may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term.** You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

### How does the downside protection work?

Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure annuity on the Issue Date, less  
b) withdrawals net of any applicable Surrender Charge and Market Value Adjustment; plus  
c) interest credited daily at the annual yield of at least 1.00%.

### What expense charges are associated with a PruSecure Annuity?

A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure annuity from the below options. There are no other expense charges associated with the PruSecure annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>5%</td>
<td>4%</td>
<td>0%</td>
</tr>
</tbody>
</table>

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1 The “Index Return After 5 Years” is based on comparing the index value at the beginning of year 1 and the index value at the end of year 5.  
2 Assumes a 4% cap for the full 5 years, please note 1 Year Point to Point Index Terms can change annually.

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What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time.

How do I access money from my PruSecure annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal, or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. **If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.**

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:
- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure annuity is owned by and entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
- The amount we calculate as a Required Minimum Distribution based solely on the value of your PruSecure annuity.

What happens to my PruSecure contract upon death?
The PruSecure annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and
the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable cap rate percentage.

- Payment of the Death Benefit—The Death Benefit may be taken in one lump sum immediately, and the PruSecure annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure annuity is owned by an entity).

Continuation of the PruSecure annuity by a Spouse—instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuation occurs. The spousal provisions, benefits, and features under the contract are also applicable to a civil union partnership recognized under the New Jersey Civil Union Act (P.L. 2006, c.103). For information regarding federal tax law please consult a tax advisor.

How do I begin Annuity Payments?
On the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value, and begin the Annuity Payments. Once you do so you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select, and continue beyond that time for as long as the designated Annuitant lives.

- Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.). A tax deferred annuity can be exchanged for another tax deferred annuity without paying taxes on the earnings.

Non-Qualified annuity- A PruSecure annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the "cost basis" in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.
Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity. One exception to the penalty is that the owner is over age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

**Qualified annuity**- A PruSecure annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity. One exception to the penalty is that the owner is over age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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What is the PruSecure Annuity?
The PruSecure annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAE(11/17) or FIAE/IND(11/17) (or state variation thereof). A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. There is an upper limit, known as a “cap,” on the amount of interest you can earn in a given period, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.
Annuitant/ Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. We will only accept Joint Annuitants on Nonqualified contracts.
Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.
Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Annuity?
You must work with your Financial Professional to determine if the PruSecure annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure annuity. The minimum single premium required to issue a contract is $25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure application are received and (b) 120 days. We will not credit any interest to premiums received during this period. All premiums indicated on your PruSecure application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher rates and caps if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the rates and caps currently being offered.

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Annuity?
The PruSecure annuity has two Interest Crediting Strategies available:

- **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

- **Point to Point Indexed Strategy** – The interest credited is based on the change in the Indexed Strategy you select and is applied at the end of the Index Term chosen. This is called the Point to Point Indexed Strategy. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy. We declare a cap rate
percentage for each Index and Index Term combination. If the index increased by more than the cap rate percentage, your credited interest percentage will be equal to the cap rate percentage at the end of an Index Term. If the index increased between 0% and the cap rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The cap rate percentage will always be at least 1.00%.

What choices do I have with the Point to Point Indexed Strategy? You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy then you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Index</th>
<th>Index Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;P 500® Index</td>
<td>1 year</td>
</tr>
<tr>
<td>MSCI EAFE Index</td>
<td>1 year</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index</td>
<td>1 Year</td>
</tr>
<tr>
<td>Bloomberg Commodity Index</td>
<td>1 Year</td>
</tr>
</tbody>
</table>

What are the pros and cons of the different Index Terms? Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 year Terms) will credit interest sooner and more frequently at the end of each successive term. They will also likely have lower caps. Selecting a longer Index Term (i.e. 3 Years or 5 Years) will likely result in a higher cap; however, interest is credited less frequently as a result of fewer successive terms. Electing shorter Index Terms may credit positive index changes more frequently, but will limit interest crediting amounts during Index Terms when the positive index change is greater than the cap. Conversely, selecting successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. Any withdrawal taken during an Index Term will not be eligible to receive interest at the end of the Index Term.

- For example, assume you allocate to a One-Year Index Term and a Five-Year Index Term over different market cycles as shown in the below examples.

<table>
<thead>
<tr>
<th>Example 1 Index Term Comparison</th>
<th>Based on $100,000 Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year</td>
<td>Index Return After 1 Year</td>
</tr>
<tr>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>2</td>
<td>-30%</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
<td>0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Example 2 Index Term Comparison</th>
<th>Based on $100,000 Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year</td>
<td>Index Return After 1 Year</td>
</tr>
<tr>
<td>1</td>
<td>15%</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
</tr>
<tr>
<td>3</td>
<td>10%</td>
</tr>
<tr>
<td>4</td>
<td>-10%</td>
</tr>
<tr>
<td>5</td>
<td>12%</td>
</tr>
</tbody>
</table>

Footnotes: 1 The “Index Return After 5 Years” is based on comparing the index value at the beginning of year 1 and the index value at the end of year 5
2 Assumes a 4% cap for the full 5 years, please note 1 Year Point to Point Index Terms can change annually

What happens at the end of an Index Term? At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index cap percentage for each new Index Term. You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value.
Value to any Index and Index Term you choose. Five-year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

**How does the downside protection work?**
Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure annuity on the Issue Date, less
b) withdrawals net of any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%.

**What charges are associated with a PruSecure Annuity?**
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure annuity from the below options. There are no other charges associated with the PruSecure annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>5%</td>
<td>4%</td>
<td>0%</td>
</tr>
</tbody>
</table>

**What are some things to consider when deciding between Surrender Charge Periods?**
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time.

**How do I access money from my PruSecure annuity?**
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal, or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year, including Withdrawals taken prior to December 31 of the first contract year to satisfy distributions required by the tax law (“required distributions”), are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. **If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.**

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.
The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);

- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;

- The Death Benefit;

- The Account Value applied to an Annuity Option on the Annuity Date;

- Withdrawals taken after December 31 of the first contract year from all contract types (including Beneficiary Annuities described below) to satisfy required distributions if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure annuity.

**What happens to my PruSecure contract upon death?**

The PruSecure annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrernder Value, described above. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable cap rate percentage.

- Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the PruSecure annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure annuity is owned by an entity).

- Continuation of the PruSecure annuity by a Spouse – instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

**How do I begin Annuity Payments?**

On the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value, and begin the Annuity Payments. Once you do so you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select, and continue beyond that time for as long as the designated Annuitant lives.

- Joint and Last Survivor - Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

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The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

**“Beneficiary” Annuity**

You may purchase a PruSecure annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure annuity and receive required distributions. We will issue the PruSecure annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

**Federal Tax Status – Tax Considerations**

An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

**Non-Qualified annuity**- A PruSecure annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity. One exception to the penalty is that the owner is over age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

**Qualified annuity**- A PruSecure annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity. One exception to the penalty is that the owner is over age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

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PRUSECURE® ADVISOR FIXED INDEXED ANNUITY
IMPORTANT INFORMATION DISCLOSURE STATEMENT

This Disclosure Statement describes how the PruSecure Advisor annuity works. Please review it carefully and keep it for future reference. Please note that the PruSecure Advisor annuity contract we issue to you contains the complete terms, conditions and additional details. If any statements in this document conflict with the contract, the contract will govern. In this Disclosure Statement, “you” and “your” refer to the contract owner and “we,” “us” and “our” refer to Prudential Annuities Life Assurance Corporation (“Prudential”), the company issuing the PruSecure Advisor contract.

What is the PruSecure Advisor Annuity?
The PruSecure Advisor annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAA(11/17) or FIAA/IND(11/17) (or state variation thereof). A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. The amount of interest, if any, credited to your account value is based on increases in an index, up to applicable cap rates or participation rates, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure Advisor contract?
**Owner** – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.

**Annuitant/Joint Annuitant** – The person whose life or lives are used to determine the Annuity Payments. Joint Annuitants are allowed on Nonqualified contracts only.

**Contingent Annuitant** – The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.

**Beneficiary(ies)** – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Advisor Annuity?
You must work with your Financial Professional to determine if the PruSecure Advisor annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Advisor annuity. The minimum single premium required to issue a contract is $10,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Advisor application are received and (b) 120 days. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. All premiums indicated on your PruSecure Advisor application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher cap rates and participation rates if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the Cap rates, Participation Rates and Fixed Rates currently being offered.

What if I change my mind about opening a PruSecure Advisor Annuity?
You may cancel the Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 20 days after you receive it (30 days if the Annuity is being issued as a replacement for another annuity contract or a life insurance policy, or longer if required by applicable state law) for a refund of the Premium(s).

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Advisor Annuity?
The PruSecure Advisor annuity has two Interest Crediting Strategies available:
• **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

• **Point to Point Indexed Strategies** - The PruSecure Advisor annuity has two types of Point to Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy.

  **Point to Point with a Cap Rate Indexed Strategy** – A “cap” limits the amount of interest that may be credited to the Account Value. We declare a Cap Rate percentage for each Index and Index Term combination offering the Point to Point with a Cap Rate Indexed Strategy. If the index increased by more than the Cap Rate percentage, your credited interest percentage will be equal to the Cap Rate percentage at the end of an Index Term. If the index increased between 0% and the Cap Rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The Cap Rate percentage will always be at least 1.00%.

  **Point to Point with a Participation Rate Indexed Strategy** – The Participation Rate is the percentage of any Index increase that will be used in calculating the interest that will be credited to the Account Value at the end of an Index Term. The Participation Rate may vary by Index and Index Term. The Initial Participation Rate is guaranteed for one Index Term. We will declare Participation Rates that will apply to the renewal of the Point-to-Point with Participation Rate Indexed Strategy after the end of an Index Term. The new Participation Rates may be higher or lower than the Initial Participation Rate and will be guaranteed for one renewal Index Term and will affect the amount of interest credited.

**What choices do I have with the Point to Point Indexed Strategies?**

You may choose from the below Indexes and Index Terms. You must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Point to Point Indexed Strategies</th>
<th>1-Year Point to Point</th>
<th>3-Year Point to Point</th>
<th>5-Year Point to Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap Rate</td>
<td>Participation Rate</td>
<td>Cap Rate</td>
<td>Participation Rate</td>
</tr>
<tr>
<td>S&amp;P 500® Index (SPX) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
<tr>
<td>MSCI EAFE Index (MXEA) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index (DJUSRE) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
<tr>
<td>Bloomberg Commodity Index (BCOM) Excess Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
</tbody>
</table>

**What are the pros and cons of the different Index Terms?**

Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 Year Terms) will credit any interest sooner and more frequently compared to longer terms. They will also likely have lower Cap Rates or Participation Rates. Selecting a longer Index Term (i.e. 3 Years or 5 Years) will likely result in a higher Cap Rate or Participation Rate; however, interest is credited less frequently compared to shorter terms. Conversely, electing successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. **Any withdrawal taken during an Index Term will not be eligible to receive interest at the end of the Index Term.**

- For example, assume you allocate to a 1 Year Index Term and a 5 Year Index Term over different market cycles as shown in the below examples. *(Please note: the below chart uses the Point to Point with a Cap Rate Indexed Strategy. The outcome would be similar with the Point to Point with a Participation Rate Indexed Strategy)*
<table>
<thead>
<tr>
<th>Example 1</th>
<th>Index Term Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Year</strong></td>
<td><strong>Index Return After 1 Year</strong></td>
</tr>
<tr>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>2</td>
<td>-30%</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Account Value after 5 years</strong></td>
<td><strong>$111,405</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Example 2</th>
<th>Index Term Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Year</strong></td>
<td><strong>Index Return After 1 Year</strong></td>
</tr>
<tr>
<td>1</td>
<td>15%</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
</tr>
<tr>
<td>3</td>
<td>10%</td>
</tr>
<tr>
<td>4</td>
<td>-10%</td>
</tr>
<tr>
<td>5</td>
<td>12%</td>
</tr>
<tr>
<td><strong>Account Value after 5 years</strong></td>
<td><strong>$116,986</strong></td>
</tr>
</tbody>
</table>

¹ The “Index Return After 5 Years” is based on comparing the index value at the beginning of year 1 and the index value at the end of year 5
² Assumes a 4% cap for the full 5 years, please note 1 Year Point to Point Index Terms can change annually

**What is the difference between the Point to Point with a Cap Rate and Point to Point with a Participation Rate strategy?**

Cap Rates and Participation Rates have different advantages that you should discuss with your Financial Professional. When used over a long period of time both crediting methods are likely to provide similar levels of interest credited. However, when viewed year by year both crediting methods can result in varying levels of interest credited. Generally, in years where any increase to an index is low, a Cap Rate strategy may be more advantageous. The Cap Rate strategy credits interest to your Account Value up to the amount of the declared Cap Rate at the end of the Index Term. In years where the increase to an index is high, a Participation Rate may be more advantageous. The Participation Rate strategy credits a specific percentage of any index growth as interest to your Account Value at the end of the Index Term. Please see the examples below:

<table>
<thead>
<tr>
<th>Lower Index Return Year</th>
<th>Higher Index Return Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Crediting Strategy</strong></td>
<td><strong>Crediting Rate</strong></td>
</tr>
<tr>
<td>Cap Rate</td>
<td>5%</td>
</tr>
<tr>
<td>Participation Rate</td>
<td>35%</td>
</tr>
</tbody>
</table>

**What happens at the end of an Index Term?**

At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index Cap Rate and Participation Rate percentage for each new Index Term. You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-Year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

**How does the downside protection work?**

Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Advisor annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term. The PruSecure Advisor annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure Advisor annuity on the Issue Date, less
b) withdrawals excluding any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%.

What charges are associated with a PruSecure Advisor Annuity?
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Advisor Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure Advisor annuity from the below options. There are no other charges associated with the PruSecure Advisor annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
</tr>
</tbody>
</table>

What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

How do I access money from my PruSecure Advisor annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
- Withdrawals taken from all contract types (including Beneficiary Annuities described below) to satisfy distributions required by the tax law (“required distributions”) if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Advisor annuity.

FIA-DISC-A(4/19)
What happens to my PruSecure Advisor contract upon death?
The PruSecure Advisor annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above, as of the Date of Due Proof. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate or Participation Rate percentage.

- Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the PruSecure Advisor annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Advisor annuity is owned by an entity).

- Continuation of the PruSecure Advisor annuity by a Spouse – Instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

How do I begin Annuity Payments?
As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. Once you elect an Annuity Option, you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select and continue beyond that time for as long as the designated Annuitant lives.
- Joint and Last Survivor—Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

“Beneficiary” Annuity
You may purchase a PruSecure Advisor annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure Advisor annuity and receive required distributions. We will issue the PruSecure Advisor annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Advisor annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.
Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

Non-Qualified annuity- A PruSecure Advisor annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity before the owner is age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

Qualified annuity- A PruSecure Advisor annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity before the owner is age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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The PruSecure Advisor annuity is a single premium deferred fixed indexed annuity issued on form number FIAA/IND(11/17)-CA. A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. There is an upper limit, known as a “cap,” on the amount of interest you can earn in a given period, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure Advisor contract?

Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.

Annuitant/Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. We will only accept Joint Annuitants on Nonqualified contracts.

Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.

Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Advisor Annuity?
You must work with your Financial Professional to determine if the PruSecure Advisor annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Advisor annuity. The minimum single premium required to issue a contract is $25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Advisor application are received and (b) 120 days. We will not credit any interest to premiums received during this period. All premiums indicated on your PruSecure Advisor application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher rates and caps if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the rates and caps currently being offered.

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Advisor Annuity?
The PruSecure Advisor annuity has two Interest Crediting Strategies available:

- Fixed Rate Strategy – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

- Point to Point Indexed Strategy – The interest credited is based on the change in the Indexed Strategy you select and is applied at the end of the Index Term chosen. This is called the Point to Point Indexed Strategy. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy. We declare a cap rate percentage for each Index and Index Term combination. If the index increased by more than the cap rate percentage, your
credited interest percentage will be equal to the cap rate percentage at the end of an Index Term. If the index increased between 0% and the cap rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The cap rate percentage will always be at least 1.00%.

What choices do I have with the Point to Point Indexed Strategy?
You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy then you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Index Term</th>
<th>Index</th>
<th>1 year</th>
<th>3 Years</th>
<th>5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;P 500® Index</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>MSCI EAFE Index</td>
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<tr>
<td>Dow Jones® U.S. Real Estate Index</td>
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<tr>
<td>Bloomberg Commodity Index</td>
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<td></td>
</tr>
</tbody>
</table>

What are the pros and cons of the different Index Terms?
Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 year Terms) will credit interest sooner and more frequently at the end of each successive term. They will also likely have lower caps. Selecting a longer Index Term (i.e. 3 Years or 5 Years) will likely result in a higher cap; however, interest is credited less frequently as a result of fewer successive terms. Electing shorter Index Terms may credit positive index changes more frequently, but will limit interest crediting amounts during Index Terms when the positive index change is greater than the cap. Conversely, electing successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. Any withdrawal taken during an Index Term will not be eligible to receive interest at the end of the Index Term.

- For example, assume you allocate to a One-Year Index Term and a Five-Year Index Term over different market cycles as shown in the below examples.

<table>
<thead>
<tr>
<th>Example 1</th>
<th>Index Term Comparison Based on $100,000 Investment</th>
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</thead>
<tbody>
<tr>
<td>Contract Year</td>
<td>Index Return After 1 Year</td>
</tr>
<tr>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>2</td>
<td>-30%</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
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<td>4</td>
<td>10%</td>
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<td>5</td>
<td>0%</td>
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<td>Account Value after 5 years</td>
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<table>
<thead>
<tr>
<th>Example 2</th>
<th>Index Term Comparison Based on $100,000 Investment</th>
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<tr>
<td>Contract Year</td>
<td>Index Return After 1 Year</td>
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<tr>
<td>1</td>
<td>15%</td>
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<td>2</td>
<td>25%</td>
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<tr>
<td>3</td>
<td>10%</td>
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<tr>
<td>4</td>
<td>-10%</td>
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<td>5</td>
<td>12%</td>
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<tr>
<td>Account Value after 5 years</td>
<td>$116,986</td>
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</tbody>
</table>

¹ The “Index Return After 5 Years” is based on comparing the index value at the beginning of year 1 and the index value at the end of year 5
² Assumes a 4% cap for the full 5 years, please note 1 Year Point to Point Index Terms can change annually

What happens at the end of an Index Term?
At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index cap percentage for each new Index Term. You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.
How does the downside protection work?
Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Advisor annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure Advisor annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure Advisor annuity on the Issue Date, less
b) withdrawals net of any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%

What charges are associated with a PruSecure Advisor Annuity?
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Advisor Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure Advisor annuity from the below options. There are no other charges associated with the PruSecure Advisor annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
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<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
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</tbody>
</table>

What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time.

How do I access money from my PruSecure Advisor annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal, or Surrendering the annuity. Any Withdrawals or SURRENDERs during the first contract year, including Withdrawals taken prior to December 31 of the first contract year to satisfy distributions required by the tax law (“required distributions”), are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. If you request a withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
The Death Benefit;

The Account Value applied to an Annuity Option on the Annuity Date;

Withdrawals taken after December 31 of the first contract year from all contract types (including Beneficiary Annuities described below) to satisfy required distributions if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Advisor annuity.

**What happens to my PruSecure Advisor contract upon death?**
The PruSecure Advisor annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable cap rate percentage.

- Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the PruSecure Advisor annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either: a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Advisor annuity is owned by an entity).

- Continuation of the PruSecure Advisor annuity by a Spouse – instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

**How do I begin Annuity Payments?**
On the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value, and begin the Annuity Payments. Once you do so you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select, and continue beyond that time for as long as the designated Annuitant lives.

- Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

**“Beneficiary” Annuity**
You may purchase a PruSecure Advisor annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure Advisor annuity and receive required distributions. We will issue the PruSecure Advisor annuity in the name of the
decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Advisor annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

Non-Qualified annuity- A PruSecure Advisor annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity. One exception to the penalty is that the owner is over age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

Qualified annuity- A PruSecure Advisor annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity. One exception to the penalty is that the owner is over age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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PRUSECURE® ADVISOR FIXED INDEXED ANNUITY
IMPORTANT INFORMATION DISCLOSURE STATEMENT

This Disclosure Statement describes how the PruSecure Advisor annuity works. Please review it carefully and keep it for future reference. Please note that the PruSecure Advisor annuity contract we issue to you contains the complete terms, conditions and additional details. If any statements in this document conflict with the contract, the contract will govern. In this Disclosure Statement, “you” and “your” refer to the contract owner and “we,” “us” and “our” refer to Prudential Annuities Life Assurance Corporation (“Prudential”), the company issuing the PruSecure Advisor contract.

What is the PruSecure Advisor Annuity?
The PruSecure Advisor annuity is a single premium deferred fixed indexed annuity issued on form number FIAA/IND(11/17)-FL. A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. The amount of interest, if any, credited to your account value is based on increases in an index, up to applicable cap rates or participation rates, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure Advisor contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.

Annuitant/Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. Joint Annuitants are allowed on Nonqualified contracts only.

Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.

Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Advisor Annuity?
You must work with your Financial Professional to determine if the PruSecure Advisor annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Advisor annuity. The minimum single premium required to issue a contract is $10,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Advisor application are received and (b) 120 days. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. All premiums indicated on your PruSecure Advisor application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher cap rates and participation rates if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the Cap rates, Participation Rates and Fixed Rates currently being offered.

What if I change my mind about opening a PruSecure Advisor Annuity?
You may cancel the Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 20 days after you receive it (30 days if the Annuity is being issued as a replacement for another annuity contract or a life insurance policy, or longer if required by applicable state law) for a refund of the Premium(s).

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Advisor Annuity?
The PruSecure Advisor annuity has two Interest Crediting Strategies available:
• **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

• **Point to Point Indexed Strategies** - The PruSecure Advisor annuity has two types of Point to Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy.

  **Point to Point with a Cap Rate Indexed Strategy** – A “cap” limits the amount of interest that may be credited to the Account Value. We declare a Cap Rate percentage for each Index and Index Term combination offering the Point to Point with a Cap Rate Indexed Strategy. If the index increased by more than the Cap Rate percentage, your credited interest percentage will be equal to the Cap Rate percentage at the end of an Index Term. If the index increased between 0% and the Cap Rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The Cap Rate percentage will always be at least 1.00%.

  **Point to Point with a Participation Rate Indexed Strategy** – The Participation Rate is the percentage of any Index increase that will be used in calculating the interest that will be credited to the Account Value at the end of an Index Term. The Participation Rate may vary by Index and Index Term. The Initial Participation Rate is guaranteed for one Index Term. We will declare Participation Rates that will apply to the renewal of the Point-to-Point with Participation Rate Indexed Strategy after the end of an Index Term. The new Participation Rates may be higher or lower than the Initial Participation Rate and will be guaranteed for one renewal Index Term and will affect the amount of interest credited.

**What choices do I have with the Point to Point Indexed Strategies?**

You may choose from the below Indexes and Index Terms. You must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Point to Point Indexed Strategies</th>
<th>1-Year Point to Point</th>
<th>3-Year Point to Point</th>
<th>5-Year Point to Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap Rate</td>
<td>Participation Rate</td>
<td>Cap Rate</td>
<td>Participation Rate</td>
</tr>
<tr>
<td>S&amp;P 500® Index (SPX) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
<tr>
<td>MSCI EAFE Index (MXEA) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index (DJUSRE) Price Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
<tr>
<td>Bloomberg Commodity Index (BCOM) Excess Return</td>
<td>1 year</td>
<td>1 year</td>
<td>3 years</td>
</tr>
</tbody>
</table>

**What are the pros and cons of the different Index Terms?**

Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 Year Terms) will credit any interest sooner and more frequently compared to longer terms. They will also likely have lower Cap Rates or Participation Rates. Selecting a longer Index Term (i.e. 3 Years or 5 Years) will likely result in a higher Cap Rate or Participation Rate; however, interest is credited less frequently compared to shorter terms. Conversely, electing successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. **Any withdrawal taken during an Index Term will not be eligible to receive interest at the end of the Index Term.**

• For example, assume you allocate to a 1 Year Index Term and a 5 Year Index Term over different market cycles as shown in the below examples. *(Please note: the below chart uses the Point to Point with a Cap Rate Indexed Strategy. The outcome would be similar with the Point to Point with a Participation Rate Indexed Strategy)*
**Example 1**

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Index Return After 1 Year</th>
<th>Index Return After 5 Years</th>
<th>1 Year Point to Point Interest Credited (4% Cap)</th>
<th>5 Year Point to Point Interest Credited (25% Cap)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3%</td>
<td>-</td>
<td>3%</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>-30%</td>
<td>-</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>10%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>0%</td>
<td>-5%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

**Account Value after 5 years**

- Based on $100,000 Investment: $111,405
- Based on $100,000 Investment: $100,000

---

**Example 2**

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Index Return After 1 Year</th>
<th>Index Return After 5 Years</th>
<th>1 Year Point to Point Interest Credited (4% Cap)</th>
<th>5 Year Point to Point Interest Credited (25% Cap)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>10%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>-10%</td>
<td>-</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>12%</td>
<td>59%</td>
<td>4%</td>
<td>25%</td>
</tr>
</tbody>
</table>

**Account Value after 5 years**

- Based on $100,000 Investment: $116,986
- Based on $125,000 Investment: $125,000

---

1 The “Index Return After 5 Years” is based on comparing the index value at the beginning of year 1 and the index value at the end of year 5.
2 Assumes a 4% cap for the full 5 years, please note 1 Year Point to Point Index Terms can change annually.

What is the difference between the Point to Point with a Cap Rate and Point to Point with a Participation Rate strategy?

Cap Rates and Participation Rates have different advantages that you should discuss with your Financial Professional. When used over a long period of time both crediting methods are likely to provide similar levels of interest credited. However, when viewed year by year both crediting methods can result in varying levels of interest credited. Generally, in years where any increase to an index is low, a Cap Rate strategy may be more advantageous. The Cap Rate strategy credits interest to your Account Value up to the amount of the declared Cap Rate at the end of the Index Term. In years where the increase to an index is high, a Participation Rate may be more advantageous. The Participation Rate strategy credits a specific percentage of any index growth as interest to your Account Value at the end of the Index Term. Please see the examples below:

<table>
<thead>
<tr>
<th>Lower Index Return Year</th>
<th>Higher Index Return Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Crediting Strategy</strong></td>
<td><strong>Crediting Strategy</strong></td>
</tr>
<tr>
<td>Cap Rate</td>
<td>Cap Rate</td>
</tr>
<tr>
<td>5%</td>
<td>20%</td>
</tr>
<tr>
<td>7%</td>
<td>5%</td>
</tr>
<tr>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Participation Rate</td>
<td>Participation Rate</td>
</tr>
<tr>
<td>35%</td>
<td>20%</td>
</tr>
<tr>
<td>7%</td>
<td>2.45%</td>
</tr>
<tr>
<td></td>
<td>7%</td>
</tr>
</tbody>
</table>

What happens at the end of an Index Term?

At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index Cap Rate and Participation Rate percentage for each new Index Term. You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-Year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

How does the downside protection work?

Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Advisor annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure Advisor annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

- a) 87.5% of your premium allocated to the PruSecure Advisor annuity on the Issue Date, less
b) withdrawals excluding any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%.

What charges are associated with a PruSecure Advisor Annuity?
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Advisor Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure Advisor annuity from the below options. There are no other charges associated with the PruSecure Advisor annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
</tr>
</tbody>
</table>

What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

How do I access money from my PruSecure Advisor annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
- Withdrawals taken from all contract types (including Beneficiary Annuities described below) to satisfy distributions required by the tax law (“required distributions”) if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Advisor annuity.
What happens to my PruSecure Advisor contract upon death?
The PruSecure Advisor annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above, as of the Date of Due Proof. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate or Participation Rate percentage.

- Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the PruSecure Advisor annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Advisor annuity is owned by an entity).

- Continuation of the PruSecure Advisor annuity by a Spouse – Instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

How do I begin Annuity Payments?
As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. Once you elect an Annuity Option, you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select and continue beyond that time for as long as the designated Annuitant lives.

- Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed.

“Beneficiary” Annuity
You may purchase a PruSecure Advisor annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure Advisor annuity and receive required distributions. We will issue the PruSecure Advisor annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Advisor annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

**Non-Qualified annuity** - A PruSecure Advisor annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity before the owner is age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

**Qualified annuity** - A PruSecure Advisor annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity before the owner is age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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**What is the PruSecure Advisor Annuity?**

The PruSecure Advisor annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAA(11/17). A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. There is an upper limit, known as a “cap,” on the amount of interest you can earn in a given period, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest. There are no optional riders available with the PruSecure Advisor annuity.

**Who are the key parties to the PruSecure Advisor contract?**

**Owner** – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.

**Annuitant/Joint Annuitant** – The person whose life or lives are used to determine the Annuity Payments. We will only accept Joint Annuitants on Nonqualified contracts.

**Contingent Annuitant** – The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.

**Beneficiary(ies)** – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date.

**How do I establish a PruSecure Advisor Annuity?**

You must work with your Financial Professional to determine if the PruSecure Advisor annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Advisor annuity. The minimum single premium required to issue a contract is $25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Advisor application are received and (b) 120 days. We will not credit any interest to premiums received during this period. All premiums indicated on your PruSecure Advisor application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher rates and caps if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the rates and caps currently being offered.

**What if I change my mind about purchasing a PruSecure Advisor Annuity?**

You have the right to cancel your PruSecure Advisor annuity for any reason within 20 days after you receive it (30 days if your PruSecure Advisor annuity is a replacement for another annuity or life insurance policy) and receive a refund of the premium paid, less any withdrawals. You must return the Annuity to us at our Service Office or to the representative who sold it to you. You may also complete the applicable form, which can be obtained from our website (www.prudential.com) or by calling the Service Office at 1-800-778-2888, and submit it to us at our Service Office in Good Order to cancel your PruSecure Advisor contract.
What Interest Crediting Strategies are available and how is interest credited to my PruSecure Advisor Annuity?
The PruSecure Advisor annuity has two Interest Crediting Strategies available:

- **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

- **Point to Point Indexed Strategy** – The interest credited is based on the change in the Indexed Strategy you select and is applied at the end of the Index Term chosen. This is called the Point to Point Indexed Strategy. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy. We declare a cap rate percentage for each Index and Index Term combination. If the index increased by more than the cap rate percentage, your credited interest percentage will be equal to the cap rate percentage at the end of an Index Term. If the index increased between 0% and the cap rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The cap rate percentage will always be at least 1.00%.

How is my Account Value determined?
On the Issue Date, your Account Value is equal to the total of all premiums used to issue your PruSecure Advisor contract. At any time after the Issue Date, your Account Value equals the sum of the amounts allocated to the Interest Crediting Strategies you elect.

What choices do I have with the Point to Point Indexed Strategy?
You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy then you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

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<td>S&amp;P 500® Index</td>
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What are the pros and cons of the different Index Terms?
Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 year Terms) will credit interest sooner and more frequently at the end of each successive term. They will also likely have lower caps. Selecting a longer Index Term (i.e. 3 Years or 5 Years) will likely result in a higher cap; however, interest is credited less frequently as a result of fewer successive terms. Electing shorter Index Terms may credit positive index changes more frequently, but will limit interest crediting amounts during Index Terms when the positive index change is greater than the cap. Conversely, electing successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. **Any withdrawal taken during an Index Term will not be eligible to receive interest at the end of the Index Term.**

- For example, assume you allocate to a One-Year Index Term and a Five-Year Index Term over different market cycles as shown in the below examples.
<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Index Return After 1 Year</th>
<th>Index Return After 5 Years</th>
<th>1 Year Point to Point</th>
<th>5 Year Point to Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3%</td>
<td>-</td>
<td>3%</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>-30%</td>
<td>0%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
<td>4%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>10%</td>
<td>4%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>0%</td>
<td>-5%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Account Value after 5 years: $111,405 $100,000

Example 2

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Index Return After 1 Year</th>
<th>Index Return After 5 Years</th>
<th>1 Year Point to Point</th>
<th>5 Year Point to Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15%</td>
<td>-</td>
<td>4%</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
<td>4%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>10%</td>
<td>4%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>-10%</td>
<td>0%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>12%</td>
<td>59%</td>
<td>4%</td>
<td>25%</td>
</tr>
</tbody>
</table>

Account Value after 5 years: $116,986 $125,000

1 The “Index Return After 5 Years” is based on comparing the index value at the beginning of year 1 and the index value at the end of year 5
2 Assumes a 4% cap for the full 5 years, please note 1 Year Point to Point Index Terms can change annually

What happens at the end of an Index Term?

At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index cap percentage for each new Index Term. You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

How does the downside protection work?

Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Advisor annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure Advisor annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure Advisor annuity on the Issue Date, less
b) withdrawals net of any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%;

What expense charges are associated with a PruSecure Advisor Annuity?

A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Advisor Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure Advisor annuity from the below options. There are no other expense charges associated with the PruSecure Advisor annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Withdrawal Example</td>
<td>Based on $100,000 Initial Premium and a $20,000 Withdrawal of Account Value</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contract Year</strong></td>
<td><strong>Account Value on First Contract Anniversary</strong></td>
<td><strong>Free Withdrawal Amount</strong></td>
<td><strong>Surrender Charge Percentage</strong></td>
<td><strong>Surrender Charge Amount</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$105,000</td>
<td>$10,500</td>
<td>2%</td>
<td>$190</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time.

How do I access money from my PruSecure Advisor annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal, or Surrendering the annuity. Any Withdrawals or SURRENDERs during the first contract year are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. **If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.**

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure Advisor annuity is owned by and entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
- The amount we calculate as a Required Minimum Distribution based solely on the value of your PruSecure Advisor annuity.

What happens to my PruSecure Advisor contract upon death?
The PruSecure Advisor annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of
the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable cap rate percentage.

- **Payment of the Death Benefit**—The Death Benefit may be taken in one lump sum immediately, and the PruSecure Advisor annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Advisor annuity is owned by an entity).

- **Continuation of the PruSecure Advisor annuity by a Spouse**—Instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuation occurs. The spousal provisions, benefits, and features under the contract are also applicable to a civil union partnership recognized under the New Jersey Civil Union Act (P.L. 2006, c.103). For information regarding federal tax law please consult a tax advisor.

**How do I begin Annuity Payments?**
On the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value, and begin the Annuity Payments. Once you do so you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- **Payments for Life with a Period Certain**—Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select, and continue beyond that time for as long as the designated Annuitant lives.

- **Joint and Last Survivor**—Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

**Federal Tax Status — Tax Considerations**
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.). A tax deferred annuity can be exchanged for another tax deferred annuity without paying taxes on the earnings.

**Non-Qualified annuity**—A PruSecure Advisor annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.
Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity. One exception to the penalty is that the owner is over age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

**Qualified annuity** - A PruSecure Advisor annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity. One exception to the penalty is that the owner is over age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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PRUSECURE ADVISOR™ FIXED INDEXED ANNUITY
IMPORTANT INFORMATION DISCLOSURE STATEMENT

This Disclosure Statement describes how the PruSecure Advisor annuity works. Please review it carefully and keep it for future reference. Please note that the PruSecure Advisor annuity contract we issue to you contains the complete terms, conditions and additional details. If any statements in this document conflict with the contract, the contract will govern. In this Disclosure Statement, “you” and “your” refer to the contract owner and “we,” “us” and “our” refer to Prudential Annuities Life Assurance Corporation (“Prudential”), the company issuing the PruSecure Advisor contract.

What is the PruSecure Advisor Annuity?
The PruSecure Advisor annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAA(11/17) or FI AA/IND(11/17) (or state variation thereof). A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. There is an upper limit, known as a “cap,” on the amount of interest you can earn in a given period, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure Advisor contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.
Annuitant/Joint Annuitant— The person whose life or lives are used to determine the Annuity Payments. We will only accept Joint Annuitants on Nonqualified contracts.
Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.
Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Advisor Annuity?
You must work with your Financial Professional to determine if the PruSecure Advisor annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Advisor annuity. The minimum single premium required to issue a contract is $25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Advisor application are received and (b) 120 days. We will not credit any interest to premiums received during this period. All premiums indicated on your PruSecure Advisor application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher rates and caps if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the rates and caps currently being offered.

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Advisor Annuity?
The PruSecure Advisor annuity has two Interest Crediting Strategies available:

- **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

- **Point to Point Indexed Strategy** – The interest credited is based on the change in the Indexed Strategy you select and is applied at the end of the Index Term chosen. This is called the Point to Point Indexed Strategy. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy. We declare a cap rate
percentage for each Index and Index Term combination. If the index increased by more than the cap rate percentage, your credited interest percentage will be equal to the cap rate percentage at the end of an Index Term. If the index increased between 0% and the cap rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The cap rate percentage will always be at least 1.00%.

What choices do I have with the Point to Point Indexed Strategy?
You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy then you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Index Term</th>
<th>1 year</th>
<th>3 Years</th>
<th>5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;P 500® Index</td>
<td>1 year</td>
<td>3 Years</td>
<td>5 Years</td>
</tr>
<tr>
<td>MSCI EAFE Index</td>
<td>1 year</td>
<td>3 Years</td>
<td>5 Years</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index</td>
<td>1 Year</td>
<td>3 Years</td>
<td></td>
</tr>
<tr>
<td>Bloomberg Commodity Index</td>
<td>1 Year</td>
<td>3 Years</td>
<td></td>
</tr>
</tbody>
</table>

What are the pros and cons of the different Index Terms?
Each Index Term has several characteristics that you should consider and discuss with your Financial Professional. Shorter Index Terms (i.e. 1 year Terms) will credit interest sooner and more frequently at the end of each successive term. They will also likely have lower caps. Selecting a longer Index Term (i.e. 3 Years or 5 Years) will likely result in a higher cap; however, interest is credited less frequently as a result of fewer successive terms. Electing shorter Index Terms may credit positive index changes more frequently, but will limit interest crediting amounts during Index Terms when the positive index change is greater than the cap. Conversely, electing successive, shorter Index Terms can help lessen the impact of one period when there is a negative change in the index. Any withdrawal taken during an Index Term will not be eligible to receive interest at the end of the Index Term.

- For example, assume you allocate to a One-Year Index Term and a Five-Year Index Term over different market cycles as shown in the below examples.

<table>
<thead>
<tr>
<th>Example 1</th>
<th>Index Term Comparison Based on $100,000 Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year</td>
<td>Index Return After 1 Year</td>
</tr>
<tr>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>2</td>
<td>-30%</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
<td>0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Example 2</th>
<th>Index Term Comparison Based on $100,000 Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year</td>
<td>Index Return After 1 Year</td>
</tr>
<tr>
<td>1</td>
<td>15%</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
</tr>
<tr>
<td>3</td>
<td>10%</td>
</tr>
<tr>
<td>4</td>
<td>-10%</td>
</tr>
<tr>
<td>5</td>
<td>12%</td>
</tr>
</tbody>
</table>

\(^1\) The “Index Return After 5 Years” is based on comparing the index value at the beginning of year 1 and the index value at the end of year 5
\(^2\) Assumes a 4% cap for the full 5 years, please note 1 Year Point to Point Index Terms can change annually

What happens at the end of an Index Term?
At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index cap percentage for each new Index Term. You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value.
Value to any Index and Index Term you choose. Five-year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

**How does the downside protection work?**
Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Advisor annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure Advisor annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure Advisor annuity on the Issue Date, less
b) withdrawals net of any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%;

**What charges are associated with a PruSecure Advisor Annuity?**
A Surrender Charge applies to Withdrawals or Surrerders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Advisor Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure Advisor annuity from the below options. There are no other charges associated with the PruSecure Advisor annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

**What are some things to consider when deciding between Surrender Charge Periods?**
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time.

**How do I access money from my PruSecure Advisor annuity?**
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal, or Surrendering the annuity. Any Withdrawals or Surrerders during the first contract year, including Withdrawals taken prior to December 31 of the first contract year to satisfy distributions required by the tax law (“required distributions”), are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. **If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.**

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.
The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure Advisor annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);

- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;

- The Death Benefit;

- The Account Value applied to an Annuity Option on the Annuity Date;

- Withdrawals taken after December 31 of the first contract year from all contract types (including Beneficiary Annuities described below) to satisfy required distributions if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Advisor annuity.

What happens to my PruSecure Advisor contract upon death?
The PruSecure Advisor annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Advisor annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable cap rate percentage.

- Payment of the Death Benefit—The Death Benefit may be taken in one lump sum immediately, and the PruSecure Advisor annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either: a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31 of the year following the Owner’s death for Qualified contracts; or b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Advisor annuity is owned by an entity).

- Continuation of the PruSecure Advisor annuity by a Spouse—instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

How do I begin Annuity Payments?
On the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value, and begin the Annuity Payments. Once you do so you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select, and continue beyond that time for as long as the designated Annuitant lives.

- Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.
The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

**“Beneficiary” Annuity**
You may purchase a PruSecure Advisor annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure Advisor annuity and receive required distributions. We will issue the PruSecure Advisor annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Advisor annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

**Federal Tax Status – Tax Considerations**
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

**Non-Qualified annuity**- A PruSecure Advisor annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity. One exception to the penalty is that the owner is over age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

**Qualified annuity**- A PruSecure Advisor annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity. One exception to the penalty is that the owner is over age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.
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FIA-DISC-A(6/18)
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PRUDENTIAL® SELECT FIXED INDEXED ANNUITY
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What is the PruSecure Select Annuity?
The PruSecure Select annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAS(11/17) or FIAS/IND(11/17) (or state variation thereof). A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. The amount of interest, if any, credited to your account value is based on increases in an index, up to applicable cap rates, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure Select contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.

Annuitant/Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. Joint Annuitants are allowed on Nonqualified contracts only.

Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.

Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Select Annuity?
You must work with your Financial Professional to determine if the PruSecure Select annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Select annuity. The minimum single premium required to issue a contract is $10,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Select application are received and (b) 120 days. We will not credit any interest to premiums received during any period between the receipt of premiums and the issue date. All premiums indicated on your PruSecure Select application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher cap rates if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the Cap rates and Fixed Rates currently being offered.

What if I change my mind about opening a PruSecure Select Annuity?
You may cancel the Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 20 days after you receive it (30 days if the Annuity is being issued as a replacement for another annuity contract or a life insurance policy, or longer if required by applicable state law) for a refund of the Premium(s).

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Select Annuity?
The PruSecure Select annuity has two Interest Crediting Strategies available:

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Prudential Annuities Life Assurance Corporation, Phoenix, AZ

Service Office Address:
2101 Welsh Road
Dresher, PA 19025
1-888-PRU-2888
www.prudential.com

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• **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

• **Point to Point with a Cap Rate Indexed Strategy** – A “cap” limits the amount of interest that may be credited to the Account Value. We declare a Cap Rate percentage for each Index and Index Term combination offering the Point to Point with a Cap Rate Indexed Strategy. If the index increased by more than the Cap Rate percentage, your credited interest percentage will be equal to the Cap Rate percentage at the end of an Index Term. If the index increased between 0% and the Cap Rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The Cap Rate percentage will always be at least 1.00%. *Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy.*

**What choices do I have with the Point to Point Indexed Strategy?**
You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy then you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

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<th>Index</th>
<th>Index Term</th>
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<tr>
<td>S&amp;P 500® Index (SPX) Price Return</td>
<td>1 year</td>
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<tr>
<td>Dow Jones® U.S. Real Estate Index (DJUSRE) Price Return</td>
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**What happens at the end of an Index Term?**
At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index Cap Rate percentage for each new Index Term. **You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available.** You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-Year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

**How does the downside protection work?**
Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Select annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure Select annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Select annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 100% of your premium allocated to the PruSecure Select annuity on the Issue Date, less  
b) withdrawals including any applicable Surrender Charge and Market Value Adjustment; plus  
c) interest credited daily at the annual yield of at least 1.00%, less surrender charges.

**What charges are associated with a PruSecure Select Annuity?**
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Select Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure Select annuity from the below options. There are no other charges associated with the PruSecure Select annuity.
What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

How do I access money from my PruSecure Select annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity. Any Withdrawals or SURRENDERS during the first contract year are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contract’s Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contract’s Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure Select annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);

- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;

- The Death Benefit;

- The Account Value applied to an Annuity Option on the Annuity Date;

- Withdrawals taken from all contract types (including Beneficiary Annuities described below) to satisfy distributions required by the tax law (“required distributions”) if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Select annuity.

What happens to my PruSecure Select contract upon death?
The PruSecure Select annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above, as of the Date of Due Proof. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate percentage.
• Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the PruSecure Select annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Select annuity is owned by an entity).

• Continuation of the PruSecure Select annuity by a Spouse – Instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

How do I begin Annuity Payments?
As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. Once you elect an Annuity Option, you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

• Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select and continue beyond that time for as long as the designated Annuitant lives.
• Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

“Beneficiary” Annuity
You may purchase a PruSecure Select annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure Select annuity and receive required distributions. We will issue the PruSecure Select annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Select annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

Non-Qualified annuity- A PruSecure Select annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-
Qualifying annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity before the owner is age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

Qualified annuity: A PruSecure Select annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity before the owner is age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

This material was prepared to support the marketing of annuities. Prudential, its affiliates, its distributors and their respective representatives do not provide tax, accounting or legal advice. Any tax statements contained herein were not intended to be used for the purpose of avoiding U.S. federal, state or local tax penalties. Please consult your own independent advisor as to any tax or legal statements made herein.

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This Disclosure Statement describes how the PruSecure Select annuity works. Please review it carefully and keep it for future reference. Please note that the PruSecure Select annuity contract we issue to you contains the complete terms, conditions and additional details. If any statements in this document conflict with the contract, the contract will govern. In this Disclosure Statement, “you” and “your” refer to the contract owner and “we,” “us” and “our” refer to Prudential Annuities Life Assurance Corporation (“Prudential”), the company issuing the PruSecure Select contract.

What is the PruSecure Select Annuity?
The PruSecure Select annuity is a single premium deferred fixed indexed annuity issued on form number FIAS/IND(11/17)-CA. A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. There is an upper limit, known as a “cap,” on the amount of interest you can earn in a given period, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure Select contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.
Annuitant/Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. We will only accept Joint Annuitants on Nonqualified contracts.
Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.
Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Select Annuity?
You must work with your Financial Professional to determine if the PruSecure Select annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Select annuity. The minimum single premium required to issue a contract is $25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Select application are received and (b) 120 days. We will not credit any interest to premiums received during this period. All premiums indicated on your PruSecure Select application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher rates and caps if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the rates and caps currently being offered.

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Select Annuity?
The PruSecure Select annuity has two Interest Crediting Strategies available:

- **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

- **Point to Point Indexed Strategy** – The interest credited is based on the change in the Indexed Strategy you select and is applied at the end of the Index Term chosen. This is called the Point to Point Indexed Strategy. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy. We declare a cap rate percentage for each Index and Index Term combination. If the index increased by more than the cap rate percentage, your...
credited interest percentage will be equal to the cap rate percentage at the end of an Index Term. If the index increased between 0% and the cap rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The cap rate percentage will always be at least 1.00%.

What choices do I have with the Point to Point Indexed Strategy?
You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy the you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Index</th>
<th>Index Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;P 500® Index</td>
<td>1 year</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index</td>
<td>1 Year</td>
</tr>
</tbody>
</table>

What happens at the end of an Index Term?
At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index cap percentage for each new Index Term. You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

How does the downside protection work?
Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Select annuity provides a floor. The floor prevents your annuity from losing value if the index's value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure Select annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Select annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure Select annuity on the Issue Date, less
b) withdrawals net of any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%;

What charges are associated with a PruSecure Select Annuity?
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Select Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure Select annuity from the below options. There are no other charges associated with the PruSecure Select annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>8.25</td>
<td>8%</td>
<td>7.75%</td>
<td>7%</td>
<td>6%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7-Year Surrender Charge Period</td>
<td>8.25</td>
<td>8%</td>
<td>7.75%</td>
<td>7%</td>
<td>6%</td>
<td>5%</td>
<td>4%</td>
<td>0%</td>
</tr>
</tbody>
</table>

What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time.
How do I access money from my PruSecure Select annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal, or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year, including Withdrawals taken prior to December 31 of the first contract year to satisfy distributions required by the tax law (“required distributions”), are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. **If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.**

The Market Value Adjustment ("MVA") is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
- Withdrawals taken after December 31 of the first contract year from all contract types (including Beneficiary Annuities described below) to satisfy required distributions if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Select annuity.

What happens to my PruSecure Select contract upon death?
The PruSecure Select annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable cap rate percentage.

- Payment of the Death Benefit –The Death Benefit may be taken in one lump sum immediately, and the PruSecure Select annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:  
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or  
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Select annuity is owned by an entity).

- Continuation of the PruSecure Select annuity by a Spouse- instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuation occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

FIA-DISC-S(6/18)-CA
How do I begin Annuity Payments?
On the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value, and begin the Annuity Payments. Once you do so you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select, and continue beyond that time for as long as the designated Annuitant lives.

- Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

“Beneficiary” Annuity
You may purchase a PruSecure Select annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure Select annuity and receive required distributions. We will issue the PruSecure Select annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Select annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

Non-Qualified annuity- A PruSecure Select annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity. One exception to the penalty is that the owner is over age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.
**Qualified annuity** - A PruSecure Select annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity. One exception to the penalty is that the owner is over age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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What is the PruSecure Select Annuity?
The PruSecure Select annuity is a single premium deferred fixed indexed annuity issued on form number FIAS/IND(11/17)-FL. A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. The amount of interest, if any, credited to your account value is based on increases in an index, up to applicable cap rates, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure Select contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.

Annuitant/Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. Joint Annuitants are allowed on Nonqualified contracts only.

Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.

Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Select Annuity?
You must work with your Financial Professional to determine if the PruSecure Select annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Select annuity. The minimum single premium required to issue a contract is $10,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Select application are received and (b) 120 days. We will not credit any interest to premiums received during any period between the receipt of premiums and the issue date. All premiums indicated on your PruSecure Select application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher cap rates if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the Cap rates and Fixed Rates currently being offered.

What if I change my mind about opening a PruSecure Select Annuity?
You may cancel the Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 20 days after you receive it (30 days if the Annuity is being issued as a replacement for another annuity contract or a life insurance policy, or longer if required by applicable state law) for a refund of the Premium(s).

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Select Annuity?
The PruSecure Select annuity has two Interest Crediting Strategies available:
• **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

• **Point to Point with a Cap Rate Indexed Strategy** – A “cap” limits the amount of interest that may be credited to the Account Value. We declare a Cap Rate percentage for each Index and Index Term combination offering the Point to Point with a Cap Rate Indexed Strategy. If the index increased by more than the Cap Rate percentage, your credited interest percentage will be equal to the Cap Rate percentage at the end of an Index Term. If the index increased between 0% and the Cap Rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The Cap Rate percentage will always be at least 1.00%. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy.

**What choices do I have with the Point to Point Indexed Strategy?**
You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy then you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

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<td>S&amp;P 500® Index (SPX) Price Return</td>
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<td>Dow Jones® U.S. Real Estate Index (DJUSRE) Price Return</td>
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**What happens at the end of an Index Term?**
At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index Cap Rate percentage for each new Index Term. **You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term.** You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-Year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

**How does the downside protection work?**
Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Select annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure Select annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Select annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 100% of your premium allocated to the PruSecure Select annuity on the Issue Date, less
b) withdrawals including any applicable Surrender Charge and Market Value Adjustment; plus
  c) interest credited daily at the annual yield of at least 1.00%, less surrender charges.

**What charges are associated with a PruSecure Select Annuity?**
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Select Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure Select annuity from the below options. There are no other charges associated with the PruSecure Select annuity.
## What are some things to consider when deciding between Surrender Charge Periods?

Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

## How do I access money from my PruSecure Select annuity?

You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity. Any Withdrawals or SURRENDERS during the first contract year are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year.

If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have **increased** at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contract’s Issue Date, the result will be a **negative** MVA. Conversely, if interest rates have **decreased** at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a **positive** MVA.

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure Select annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
- Withdrawals taken from all contract types (including Beneficiary Annuities described below) to satisfy distributions required by the tax law (“required distributions”) if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Select annuity.

## What happens to my PruSecure Select contract upon death?

The PruSecure Select annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above, as of the Date of Due Proof. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate percentage.
• Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the PruSecure Select annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31\textsuperscript{st} of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Select annuity is owned by an entity).

• Continuation of the PruSecure Select annuity by a Spouse – Instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

How do I begin Annuity Payments?
As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. Once you elect an Annuity Option, you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

• Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select and continue beyond that time for as long as the designated Annuitant lives.

• Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed.

“Beneficiary” Annuity
You may purchase a PruSecure Select annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure Select annuity and receive required distributions. We will issue the PruSecure Select annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Select annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

Non-Qualified annuity- A PruSecure Select annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.
Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity before the owner is age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

**Qualified annuity**: A PruSecure Select annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity before the owner is age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

This material was prepared to support the marketing of annuities. Prudential, its affiliates, its distributors and their respective representatives do not provide tax, accounting or legal advice. Any tax statements contained herein were not intended to be used for the purpose of avoiding U.S. federal, state or local tax penalties. Please consult your own independent advisor as to any tax or legal statements made herein.

**Other Important Information**

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Product(s) is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Prudential Annuities Life Assurance Corporation’s Product(s). There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

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FIA-DISC-S(4/19)-FL
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PRUSELECT™ FIXED Indexed ANNUITY
IMPORTANT INFORMATION DISCLOSURE STATEMENT
issued on form number ICC17-FIAS(11/17)

This Disclosure Statement describes how the PruSecure Select annuity works. Please review it carefully and keep it for future reference. This is a summary document and not part of your contract with Prudential Annuities Life Assurance Corporation (“Prudential”). Please note that the PruSecure Select annuity contract we issue to you contains the complete terms, conditions and additional details. If any statements in this document conflict with the contract, the contract will govern. In this Disclosure Statement, “you” and “your” refer to the contract owner and “we,” “us” and “our” refer to Prudential, the company issuing the PruSecure Select contract.

What is the PruSecure Select Annuity?
The PruSecure Select annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAS(11/17). A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. There is an upper limit, known as a “cap,” on the amount of interest you can earn in a given period, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest. There are no optional riders available with the PruSecure annuity.

Who are the key parties to the PruSecure Select contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.
Annuitant/Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. We will only accept Joint Annuitants on Nonqualified contracts.
Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.
Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Select Annuity?
You must work with your Financial Professional to determine if the PruSecure Select annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Select annuity. The minimum single premium required to issue a contract is $25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Select application are received and (b) 120 days. We will not credit any interest to premiums received during this period. All premiums indicated on your PruSecure Select application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher rates and caps if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the rates and caps currently being offered.

What if I change my mind about purchasing a PruSecure Select Annuity?
You have the right to cancel your PruSecure Select annuity for any reason within 20 days after you receive it (30 days if your PruSecure Select annuity is a replacement for another annuity or life insurance policy) and receive a refund of the premium paid, less any withdrawals. You must return the Annuity to us at our Service Office or to the representative who sold it to you. You may also complete the applicable form, which can be obtained from our website (www.prudential.com) or by calling the Service Office at 1-800-778-2888, and submit it to us at our Service Office in Good Order to cancel your PruSecure Select contract.

FIA-DISC-S(12/17)-NJ
What Interest Crediting Strategies are available and how is interest credited to my PruSecure Select Annuity?

The PruSecure Select annuity has two Interest Crediting Strategies available:

- **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

- **Point to Point Indexed Strategy** – The interest credited is based on the change in the Indexed Strategy you select and is applied at the end of the Index Term chosen. This is called the Point to Point Indexed Strategy. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy. We declare a cap rate percentage for each Index and Index Term combination. If the index increased by more than the cap rate percentage, your credited interest percentage will be equal to the cap rate percentage at the end of an Index Term. If the index increased between 0% and the cap rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your contract, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The cap rate percentage will always be at least 1.00%.

How is my Account Value determined?

On the Issue Date, your Account Value is equal to the total of all premiums used to issue your PruSecure Select contract. At any time after the Issue Date, your Account Value equals the sum of the amounts allocated to the Interest Crediting Strategies you elect.

What choices do I have with the Point to Point Indexed Strategy?

You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy the you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Index</th>
<th>Index Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;P 500® Index</td>
<td>1 year</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index</td>
<td>1 Year</td>
</tr>
</tbody>
</table>

What happens at the end of an Index Term?

At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index cap percentage for each new Index Term. **You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term. You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available.** You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

How does the downside protection work?

Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Select annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure Select annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Select annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure Select annuity on the Issue Date, less
b) withdrawals net of any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%;

What expense charges are associated with a PruSecure Select Annuity?

A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Select Annuity?” below). You choose the Surrender...
Charge Period when applying for the PruSecure Select annuity from the below options. There are no other expense charges associated with the PruSecure Select annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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<tr>
<td>5-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>7-Year Surrender Charge Period</td>
<td>9%</td>
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<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>5%</td>
<td>4%</td>
<td>0%</td>
</tr>
</tbody>
</table>

### What are some things to consider when deciding between Surrender Charge Periods?

Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time.

### How do I access money from my PruSecure Select annuity?

You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal, or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment (“MVA”) is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure Select annuity is owned by and entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
- The amount we calculate as a Required Minimum Distribution based solely on the value of your PruSecure Select annuity.
What happens to my PruSecure Select contract upon death?
The PruSecure Select annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable cap rate percentage.

- Payment of the Death Benefit—The Death Benefit may be taken in one lump sum immediately, and the PruSecure Select annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31st of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Select annuity is owned by an entity).

- Continuation of the PruSecure Select annuity by a Spouse- instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuation occurs. The spousal provisions, benefits, and features under the contract are also applicable to a civil union partnership recognized under the New Jersey Civil Union Act (P.L. 2006, c.103). For information regarding federal tax law please consult a tax advisor.

How do I begin Annuity Payments?
On the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value, and begin the Annuity Payments. Once you do so you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

- Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select, and continue beyond that time for as long as the designated Annuitant lives.

- Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

Federal Tax Status — Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.). A tax deferred annuity can be exchanged for another tax deferred annuity without paying taxes on the earnings.

Non-Qualified annuity— A PruSecure Select annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.
Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.

Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity. One exception to the penalty is that the owner is over age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

**Qualified annuity** - A PruSecure Select annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity. One exception to the penalty is that the owner is over age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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NJ Department of Banking and Insurance  
20 West State Street, PO Box 325  
Trenton, NJ 08625

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PRUSECURE SELECT℠ FIXED INDEXED ANNUITY
IMPORTANT INFORMATION DISCLOSURE STATEMENT

This Disclosure Statement describes how the PruSecure Select annuity works. Please review it carefully and keep it for future reference. Please note that the PruSecure Select annuity contract we issue to you contains the complete terms, conditions and additional details. If any statements in this document conflict with the contract, the contract will govern. In this Disclosure Statement, “you” and “your” refer to the contract owner and “we,” “us” and “our” refer to Prudential Annuities Life Assurance Corporation (“Prudential”), the company issuing the PruSecure Select contract.

What is the PruSecure Select Annuity?
The PruSecure Select annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAS(11/17) or FIAS/IND(11/17) (or state variation thereof). A fixed indexed annuity is a financial planning tool designed for the long term. The interest credited to an indexed annuity is based on the change in one or more external market indexes. There is an upper limit, known as a “cap,” on the amount of interest you can earn in a given period, as well as a “floor” that offers downside protection. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest.

Who are the key parties to the PruSecure Select contract?
Owner – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. If you name multiple Owners, each Owner must be a natural person.
Annuitant/Joint Annuitant– The person whose life or lives are used to determine the Annuity Payments. We will only accept Joint Annuitants on Nonqualified contracts.
Contingent Annuitant- The person who becomes the Annuitant if the Annuitant dies before the Annuity Date. We will only accept a Contingent Annuitant on custodially owned Qualified contracts.
Beneficiary(ies) – The person or persons who will receive the Death Benefit if the Owner (or Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date.

How do I establish a PruSecure Select Annuity?
You must work with your Financial Professional to determine if the PruSecure Select annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the PruSecure Select annuity. The minimum single premium required to issue a contract is $25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until the earlier of (a) all expected premiums indicated on your PruSecure Select application are received and (b) 120 days. We will not credit any interest to premiums received during this period. All premiums indicated on your PruSecure Select application are required prior to us issuing the contract. We will not accept any additional premiums after your contract is issued. We may offer higher rates and caps if certain premium thresholds are met (for example, offer a 4% cap for premiums up to $100,000 and a 5% cap for premiums equal to and greater than $100,000). Your Financial Professional can provide more information about the rates and caps currently being offered.

What Interest Crediting Strategies are available and how is interest credited to my PruSecure Select Annuity?
The PruSecure Select annuity has two Interest Crediting Strategies available:

• **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.

• **Point to Point Indexed Strategy** – The interest credited is based on the change in the Indexed Strategy you select and is applied at the end of the Index Term chosen. This is called the Point to Point Indexed Strategy. We may make available multiple Index Terms, such as one year, three years and five years for the same Indexed Strategy. We declare a cap rate
percentage for each Index and Index Term combination. If the index increased by more than the cap rate percentage, your credited interest percentage will be equal to the cap rate percentage at the end of an Index Term. If the index increased between 0% and the cap rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreased, no interest will be credited to your account, however, your Account Value will not decrease (as described in the “How does the downside protection work?” section below). The cap rate percentage will always be at least 1.00%.

What choices do I have with the Point to Point Indexed Strategy?
You may choose from the below Indexes and Index Terms. If you select the Indexed Strategy the you must allocate at least 5% of your premium to each combination of Index and Index Term you choose. We may stop offering any Index or Index Term at the end of an Index Term. Also, in certain limited circumstances, we may substitute an Index during the Index Term, subject to regulatory approval.

<table>
<thead>
<tr>
<th>Index</th>
<th>Index Term</th>
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<tbody>
<tr>
<td>S&amp;P 500® Index</td>
<td>1 year</td>
</tr>
<tr>
<td>Dow Jones® U.S. Real Estate Index</td>
<td>1 Year</td>
</tr>
</tbody>
</table>

What happens at the end of an Index Term?
At the end of an Index Term, your Account Value in that Index Term will automatically renew into the same Index Term for the same Indexed Strategy, if available. If the same Index Term is not available, your Account Value will automatically renew into the shortest Index Term for the same Indexed Strategy. We declare a separate index cap percentage for each new Index Term. **You may also reallocate your Account Value among any of the Interest Crediting Strategies then available, but only on a contract anniversary coinciding with the end of an Index Term.** You will have 20 calendar days after the end of the Index Term to reallocate your Account Value to any other Interest Crediting Strategy we then make available. You must reallocate at least 5% of your Account Value to any Index and Index Term you choose. Five-year Index Terms will not be available for reallocation. You may also reallocate your Account Value to the Fixed Rate Strategy.

How does the downside protection work?
Your Account Value will never be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the PruSecure Select annuity provides a floor. The floor prevents your annuity from losing value if the index’s value at the end of the Index Term is less than the index’s value at the beginning of the Index Term.

The PruSecure Select annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your PruSecure Select annuity is owned by an entity), or on the Annuity Date, the Minimum Guaranteed Surrender Value is equal to:

a) 87.5% of your premium allocated to the PruSecure Select annuity on the Issue Date, less
b) withdrawals net of any applicable Surrender Charge and Market Value Adjustment; plus
c) interest credited daily at the annual yield of at least 1.00%

What charges are associated with a PruSecure Select Annuity?
A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Do I Access Money from my PruSecure Select Annuity?” below). You choose the Surrender Charge Period when applying for the PruSecure Select annuity from the below options. There are no other charges associated with the PruSecure Select annuity.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
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</thead>
<tbody>
<tr>
<td>5-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>7-Year Surrender Charge Period</td>
<td>9%</td>
<td>9%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
<td>5%</td>
<td>4%</td>
<td>0%</td>
</tr>
</tbody>
</table>

What are some things to consider when deciding between Surrender Charge Periods?
Each Surrender Charge Period has pros and cons. For example, while an annuity with the 5-Year Surrender Charge Period provides for charge-free access to your account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for two additional years, an annuity with the 7-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 5-Year Surrender Charge Period. You should
discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time.

How do I access money from my PruSecure Select annuity?
You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal, or Surrendering the annuity. Any Withdrawals or Surrenders during the first contract year, including Withdrawals taken prior to December 31 of the first contract year to satisfy distributions required by the tax law (“required distributions”), are subject to the Surrender Charge and Market Value Adjustment (defined below). Each contract year after the first contract anniversary, you may withdraw a “Free Withdrawal Amount” which is equal to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary. No Surrender Charge or Market Value Adjustment will be assessed on Withdrawals taken after the first contract anniversary that, in total, do not exceed the Free Withdrawal Amount. Any Withdrawals that cause cumulative Withdrawals in that contract year to exceed the Free Withdrawal Amount are subject to the applicable Surrender Charge Percentage referenced above and Market Value Adjustment described below. If you do not take a Free Withdrawal Amount during a contract year, the Free Withdrawal Amount does not carry over to the next contract year. If you request a Withdrawal or Surrender on any date other than the end of an Index Term, the portion of your Account Value withdrawn will not be credited with any interest for the Index Term from which the Withdrawal or Surrender was taken.

The Market Value Adjustment ("MVA") is an adjustment (either positive or negative) that is applied when you make a Withdrawal or Surrender request during the Surrender Charge Period. We calculate the MVA according to the formula described in your contract. In general, if interest rates have increased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a negative MVA. Conversely, if interest rates have decreased at the time of the Withdrawal or Surrender request in comparison to the interest rates on the contracts Issue Date, the result will be a positive MVA.

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your PruSecure Select annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);

- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;

- The Death Benefit;

- The Account Value applied to an Annuity Option on the Annuity Date;

- Withdrawals taken after December 31 of the first contract year from all contract types (including Beneficiary Annuities described below) to satisfy required distributions if the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Select annuity.

What happens to my PruSecure Select contract upon death?
The PruSecure Select annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your PruSecure Select annuity is owned by an entity) dies before the Annuity Date. The death benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, described above. If death occurs prior to the end of an Index Term, we will credit any applicable interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive proof of death; and 2) the value of the index on the date we receive proof of death compared to the value of the index at the start of the Index Term, subject to the applicable cap rate percentage.

- Payment of the Death Benefit —The Death Benefit may be taken in one lump sum immediately, and the PruSecure Select annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive proof of death. The Death Benefit must be fully distributed either:
  a) over the life (or life expectancy) of the beneficiary with payments beginning i.) within one year of the Owner’s death for Nonqualified contracts, ii.) by December 31\textsuperscript{st} of the year following the Owner’s death for Qualified contracts; or
  b) within 5 years of the Owner’s death (or Annuitant/Joint Annuitant’s death if your PruSecure Select annuity is owned by an entity).
• Continuation of the PruSecure Select annuity by a Spouse- instead of taking the Death Benefit, the surviving Spouse may continue the contract and become the owner provided the Spouse is the sole primary Beneficiary. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time spousal continuation occurs, however, any applicable interest will be credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after spousal continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

How do I begin Annuity Payments?
On the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value or the Minimum Guaranteed Surrender Value, and begin the Annuity Payments. Once you do so you will no longer have access to your Account Value. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner’s or Annuitant’s 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary.

You choose the Annuity Option and the frequency of Annuity Payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

• Payments for Life with a Period Certain – Annuity Payments are based on the single life of either the Annuitant or Joint Annuitant, as designated by you, and are guaranteed for at least as long as the period you select, and continue beyond that time for as long as the designated Annuitant lives.

• Joint and Last Survivor- Annuity Payments are based on the lives of the Joint Annuitants and continue for as long as the last surviving Annuitant lives.

If you do not select an annuity option, on the Annuity Date we will begin making monthly Annuity Payments for the life of the named Annuitant with a 10-year period certain.

The minimum annuity rates for the Annuity Options are described in the contract and guaranteed. On the Annuity Date, Annuity Payments will not be less than those provided by any single premium immediate annuity contract offered by us for the same Annuity Option.

“Beneficiary” Annuity
You may purchase a PruSecure Select annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent’s account into a PruSecure Select annuity and receive required distributions. We will issue the PruSecure Select annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent’s death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the amount of the Withdrawal is calculated by Prudential based solely on the value of your PruSecure Select annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

Federal Tax Status – Tax Considerations
An annuity contract is a tax deferred financial instrument. You are not taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if the Withdrawal occurs before age 59½, unless an exception applies (e.g., death, disability, substantially equal periodic payments, etc.).

Non-Qualified annuity- A PruSecure Select annuity purchased with after-tax dollars by an individual or entity. A Non-Qualified annuity does not include an Individual Retirement Annuity under the Internal Revenue Code. Generally, the “cost basis” in a Non-Qualified annuity is the amount you pay into the annuity, or into annuities exchanged for your annuity, on an after-tax basis less any Withdrawals of such payments.

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned.
Generally, there is a 10% federal income tax penalty applicable to the taxable portions of premature distributions from your Non-Qualified annuity. One exception to the penalty is that the owner is over age 59 ½. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

If you elect Annuity Payments from a Non-Qualified annuity a portion of each Annuity Payment you receive will be treated as a partial return of your cost basis and will not be taxed. The remaining portion will be taxed as ordinary income.

Please consult with your tax advisor for more information.

**Qualified annuity** - A PruSecure Select annuity with applicable endorsements for a tax-favored plan or a Non-Qualified annuity held by a tax-favored retirement plan.

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

Generally, there is a 10% federal income tax penalty applicable only to the taxable portion of a premature distribution from your Qualified annuity. One exception to the penalty is that the owner is over age 59 ½.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules 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.

Please consult with your tax advisor for more information.

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