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PRUDENTIAL SUREPATH® INCOME FIXED INDEXED ANNUITY IMPORTANT INFORMATION DISCLOSURE STATEMENT ISSUED ON FORM NUMBER ICC17—FIAC(11/17)

This Disclosure Statement describes how the SurePath Income Annuity works. Please review it carefully and keep it for future reference. **Please note that the SurePath Income 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 SurePath Income Annuity contract.

What is the SurePath Income Annuity?
The SurePath Income Annuity is a single premium deferred fixed indexed annuity issued on form number ICC17-FIAC(11/17) or FIAC/IND(11/17) (or state variation thereof) which includes a guaranteed lifetime withdrawal benefit (SurePath Income Benefit). A fixed indexed annuity is a financial planning tool designed for the long term that provides opportunity for earning tax-deferred interest and receiving a regular stream of income once you elect to begin your Lifetime Withdrawals. You allocate your premium among one or more Interest Crediting Strategies, which are specific, defined methods used to calculate interest. The interest credited to an indexed annuity may be 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 during a given period and the applicable strategy rate. While interest is earned based on the movement of the external market index, you will not be investing directly in the external market index. Interest can also be credited to an indexed annuity based on a fixed interest rate. Your Financial Professional can provide more information about the strategy rates currently being offered.

Who Are the Key Parties to the SurePath Income Annuity?
Owner/Designated Life – The person(s) who purchases the contract, and the person(s) from whom we accept instructions regarding the contract. You may name up to two Owners or an Entity. If the spousal version of the benefit is elected, each named Owner(s) must be a natural person(s). If the contract is Custodially owned, the spousal version of the benefit may be available.

Annuitant/Joint Annuitant– The person whose life or lives are used to determine the annuity Payments. Joint Annuitants are allowed on Non-Qualified 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 any Death Benefit if the Owner (or Annuitant if your SurePath Income Annuity is owned by an entity) dies before the Annuity Date.

How do I Establish a SurePath Income Annuity?
You must work with your Financial Professional to determine if the SurePath Income Annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the SurePath Income 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 we receive either (a) all of the expected premiums indicated on your SurePath Income Annuity application or (b) at least the minimum premium amount within 120 days. If the afore mentioned conditions have not been met within 120 days, we will not issue your contract. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. We will not accept any additional premiums after your contract is issued.

What if I Change my Mind About Opening a SurePath Income 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, or 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.

What Interest Crediting Strategies Are Available and How is Interest Credited to my SurePath Income Annuity?
The SurePath Income 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 SurePath Income 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 and three years for the same Indexed Strategy.

  Point-to-Point with a Cap Rate Indexed Strategy –A "Cap Rate" may limit the amount of interest that may be credited to the Account Value. The Cap Rate may vary by Index and Index Term. 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 increases between 0% and the Cap Rate percentage, your credited interest percentage will be equal to the index percentage change. If the index decreases, 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 declared 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. If the index increased, the amount credited will be determined by multiplying the Participation Rate times the index performance. If the index decreases, your Account Value will not decrease. The declared Participation Rate Percentage will always be at least 5%.

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.

Index Based Strategies	**Cap Rate**		**Participation Rate**		**Fixed Rate Strategy**
	1-Year Term	**3-Year Term**	**1-Year Term**	**3-Year Term**	
S&P 500® Index (SPX) Price Return	**X**	**X**	**X**	**X**	One-Year Fixed Rate Account
MSCI EAFE Index (MXEA) Price Return	**X**	**X**	**X**	**X**	
Goldman Sachs Voyager Index (GSVOYGR) Excess Return		**X**		**X**	

Please note: The Goldman Sachs Voyager Index includes an annual 0.50% index fee, which accrues daily, meaning that a small portion of the fee is removed from the Index each day. The index fee is included in order to account for index rebalancing, maintenance and hedging and transaction costs.

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) 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 3 Year Index Term during different market cycles as shown below. *(Please note: the below chart uses the* **Point-to-Point** *with a Cap Rate Indexed Strategy.)*

Example 1	**Index Term Comparison** **Based on $100,000 Investment**			
Contract Year	**Index Return After 1 Year**	**Index Return After3 Years[1]**	**1 Year Point-to-Point Interest Credited** **(4% Cap[2])**	**3 Year Point-to-Point Interest Credited** **(15% Cap)**
1	3%	-	3%	-
2	-30%	-	0%	-
3	20%	-13%	4%	0%
Account Value after 3 years			**$107,120**	**$100,000**

Example 2	**Index Term Comparison** **Based on $100,000 Investment**			
Contract Year	**Index Return After 1 Year**	**Index Return After 3 Years[1]**	**1 Year Point-to-Point Interest Credited** **(4% Cap[2])**	**3 Year Point-to-Point Interest Credited** **(15% Cap)**
1	15%	-	4%	-
2	25%	-	4%	-
3	10%	58%	4%	15%
Account Value after 3 years			**$112,486**	**$115,000**

- [1] The "Index Return After 3 Years" is based on comparing the index value at the beginning of year 1 and the index value at the end of year 3
- [2] Assumes a 4% cap for the full 3 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 can have different advantages that you should discuss with your Financial Professional. Generally, in years where an 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:

7% Index Return Year		
Crediting Strategy	Crediting Rate	Interest Credited
Cap Rate	5%	5%
Participation Rate	35%	2.45%

20% Index Return Year		
Crediting Strategy	Crediting Rate	Interest Credited
Cap Rate	5%	5%
Participation Rate	35%	7%

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/or Participation Rate 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 each Index and Index Term you choose. You may also reallocate your Account Value to the Fixed Rate Strategy.

How Does the Downside Protection Work?
Your Account Value will never decrease as a result of a negative change in the index. To protect against periods of negative changes in the indexes, the SurePath Income Annuity provides a floor. The floor prevents your annuity from losing Account 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 SurePath Income Annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your SurePath Income 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, 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%;

How Does the SurePath Income Benefit Work?
At the time of purchase, the SurePath Income Benefit is elected on a single or spousal designated basis and we establish your Initial Income Benefit Base. It equals your Total Premium plus a bonus amount, if applicable, as of your Effective Date. You are also assigned a Withdrawal Percentage based on the Single Designated Life or the younger of the Spousal Designated Lives based on your age as of the Effective Date. The Income Benefit Base is multiplied by the applicable Withdrawal Percentage to establish your Guaranteed Income Amount ("GIA"). **Please note – the bonus is only applied to the Income Benefit Base and is never added to the Account Value and neither the Income Benefit Base nor the bonus is available for withdrawal.**

Prior to your first Lifetime Withdrawal, the Income Benefit Base will increase at the daily equivalent of a simple interest Income Benefit Base Roll-Up Rate assigned on the Effective Date. On each anniversary of the Effective Date before the Annuity Date, we will reset the Income Benefit Base to equal the count Value automatically, if it is less than the Account Value on that day.

When you are ready to start taking income payments based on the life of the Designated Life (or the Designated Lives if Spousal benefit was elected), those withdrawals are called Lifetime Withdrawals. Once you begin Lifetime Withdrawals, we determine the GIA and withdrawals up to that amount and reduce the Account Value on a dollar for dollar basis. While there is an Account Value remaining, you may start or stop withdrawals at any time. Any withdrawals above your GIA are considered Excess Income and will proportionally reduce your GIA and Income Benefit Base. For instance, if the Excess Income represents 10% of the Account Value after the Lifetime Withdrawal is taken then the Income Benefit Base and GIA are immediately reduced by 10%.

If you are not ready to start receiving income payments but would like to take a withdrawal, you may elect to take 'Non-Lifetime Withdrawals'. You are allowed an unlimited number of Non-Lifetime Withdrawals as long as they are designated as such by you. They will proportionally reduce your Income Benefit Base, daily credited roll-up amount and GIA by the percentage the withdrawal represents of the Account Value immediately prior to the withdrawal.

If your Account Value eventually goes to zero (as long as the Account Value has not gone to zero due to Excess Income or a Non-Lifetime Withdrawal), your Lifetime Withdrawals will continue for the remainder of your life. Your payments will be based on your GIA paid by us even if no contract value remains.

What is the Cost or the SurePath Income Benefit?
The cost of the Single version or Spousal version of the benefit is equal to 1.00% of the Income Benefit Base annually and is deducted from the Account Value at each contract anniversary. If the benefit is cancelled, or you surrender the Annuity before a contract/benefit anniversary, we will assess a pro-rata charge for the period from the last contract anniversary up to the date of the surrender of the annuity or cancelation of the benefit.

Can I Cancel the SurePath Income Benefit?
You may elect to cancel the benefit at any time on or after the 5th anniversary of the Effective Date.

What Charges are Associated with Withdrawals from the SurePath Income 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 Can I Access Money From my SurePath Income Annuity Without Surrender Charges?" below).
The Surrender Charge schedule is as follows:

Contract Year	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10 and Later**
9-Year Surrender Charge Period	8%	8%	7%	6%	5%	3.8%	2.8%	1.8%	0.80%	0%

Can I Access Any Money From my SurePath Income Annuity Without Surrender Charges?
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.

- **Free Withdrawal Amount:** During the first contract year you may withdraw a "Free Withdrawal Amount" equal to or less than 10% of the premium. Any withdrawal greater than this value will be subject to a Surrender Charge and Market Value Adjustment (defined below). After the first contract year, until the surrender period is complete, you may withdraw up to 10% of the Account Value as of the previous contract anniversary, reduced for any prior withdrawals since the contract anniversary, without incurring a Surrender Charge, as described above, or Market Value Adjustment "MVA".
- **Free Withdrawal Amount under the SurePath Income Benefit:** GIA payments are not subject to Surrender Charges or MVA even if the GIA exceeds the Free Withdrawal Amount. If you take a Lifetime Withdrawal that is greater than the GIA, also known as Excess Income, it will be subject to a Surrender Charge and MVA if the excess is also greater than the Free Withdrawal Amount (for more information regarding how your withdrawals may impact your values, see "How Does the SurePath Income Benefit Work" Above).

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:

- Lifetime Withdrawals up to the GIA;
- 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 to satisfy distributions required by the tax law ("Required Minimum Distributions") if the amount of the Withdrawal is calculated by Prudential based solely on the value of your SurePath Income annuity.

What Happens to my SurePath Income Annuity Contract Upon Death?
The SurePath Income annuity has a Death Benefit which becomes payable to the Beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if 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, as of the date we receive Due Proof of Death in Good Order. If death occurs prior to the end of an Index Term, we will credit any applicable interim interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive Due Proof of Death; and 2) the value of the index on the date we receive Due 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.

- Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the SurePath Income Annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive Due 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 Non-Qualified 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 SurePath Income Annuity is owned by an entity).

- Continuation of the SurePath Income Annuity by a Spouse – Instead of taking the Death Benefit, the surviving spouse may continue the contract (including the SurePath Income Benefit if it was elected on a spousal basis) and become the owner provided the Spouse is the sole primary beneficiary and continue any payments if applicable. 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 determined and 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, your Guaranteed Income Amount (unless your benefit has been terminated before the Annuity Date) or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. 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, unless otherwise required by applicable law, and you have not surrendered the annuity.

Once you elect an Annuity Option and a frequency of payments, you will no longer have Account Value to access. You or your designated payee will receive your money only via the 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 elect 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.).

Non-Qualified annuity- A SurePath Income 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. 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 SurePath Income 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.

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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