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PRUDENTIAL SUREPATHSM FIXED INDEXED ANNUITY
IMPORTANT INFORMATION DISCLOSURE STATEMENT

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

What is the Prudential SurePath Annuity?

The Prudential SurePath 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). 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 during a given period, up to the 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 Prudential SurePath 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 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 the Death Benefit if the Owner (or Annuitant if your Prudential SurePath annuity is owned by an entity) dies before the Annuity Date.

How do I establish a Prudential SurePath Annuity?

You must work with your Financial Professional to determine if the Prudential SurePath annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the Prudential SurePath 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. We will not issue your contract until the earlier of (a) all expected premiums indicated on your Prudential SurePath application are received and (b) 120 days if the product’s minimum premium requirement has been met. 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. Your Financial Professional can provide more information about the Participation and Cap rates currently being offered.

What if I change my mind about opening a Prudential SurePath 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 Purchase Payment(s).

What Interest Crediting Strategies are available and how is interest credited to my Prudential SurePath Annuity?

The Prudential SurePath 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 Prudential SurePath 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” limits the amount of interest that may be credited to the Account Value at the end of the applicable Index Term. The Cap Rate may vary by Index and the Point to Point Index Strategy. If the index increases 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 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 at the end of an Index Term 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 the Point to Point Index Strategy. 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 Point to Point Index Strategy. 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.

	Point to Point Indexed Strategy			
	1-Year Point to Point		3-Year Point to Point	
	Cap Rate	Participation Rate	Cap Rate	Participation Rate
S&P 500® Index (SPX) Price Return	1 year	1 year	3 years	3 years
MSCI EAFE Index (MXEA) Price Return	1 year	1 year	3 years	3 years
Goldman Sachs Voyager Index (GSVOYGR) Excess Return		1 year		3 years

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 or a 3 Year Index Term during 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 if comparable standards applicable to a Participation Rate Indexed Strategy are used.)

Example 1	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	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 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:

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 be decreased as a result of a negative change in the index. To protect against prolonged periods of negative changes in the indexes, the Prudential SurePath 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 Prudential SurePath annuity also provides a Minimum Guaranteed Surrender Value. If the contract is terminated by a Surrender, death of an Owner (or Annuitant if your Prudential SurePath 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 Prudential SurePath 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 Prudential SurePath 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 Prudential SurePath Annuity?” below). You choose the Surrender Charge Period when applying for the Prudential SurePath annuity from the below options. There are no other charges associated with the Prudential SurePath annuity.

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

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 7-Year Surrender Charge Period provides for charge-free access to your total 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 three additional years, an annuity with the 10-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 7-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 Prudential SurePath 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:

- 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 Prudential SurePath annuity.

What happens to my Prudential SurePath contract upon death?

The Prudential SurePath annuity has a Death Benefit which becomes payable to the beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if your Prudential SurePath 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, as of the Date of Due Proof 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 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.

- Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the Prudential SurePath 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 Prudential SurePath annuity is owned by an entity).
- Continuation of the Prudential SurePath 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 may 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 Prudential SurePath 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 Prudential SurePath annuity and receive required distributions. We will issue the Prudential SurePath 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 Prudential SurePath 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 Prudential SurePath 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 Prudential SurePath 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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