

**Effective January 1, 2008, American Skandia Life Assurance Corporation changed its name to Prudential Annuities Life Assurance Corporation. This was merely a name change, and did not otherwise affect any of the terms of the annuity contract.**

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

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

"This notice is not part of the accompanying prospectus"



**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
One Corporate Drive, Shelton, Connecticut 06484

This Prospectus describes a flexible premium deferred annuity (the "Annuity") offered by American Skandia Life Assurance Corporation ("American Skandia", "we", "our" or "us"). The Annuity may be offered as an individual annuity contract or as an interest in a group annuity. This Prospectus describes the important features of the Annuity and what you should consider before purchasing the Annuity. We have also filed a Statement of Additional Information that is available from us, without charge, upon your request. The contents of the Statement of Additional Information are described on page 62. **The Annuity or certain of its investment options and/or features may not be available in all states. Various rights and benefits may differ between states to meet applicable laws and/or regulations.** In particular, please refer to Appendix D for a description of certain provisions that apply to Annuities sold to New York residents. Certain terms are capitalized in this Prospectus. Those terms are either defined in the Glossary of Terms or in the context of the particular section.

American Skandia offers several different annuities which your investment professional may be authorized to offer to you. Each annuity has different features and benefits that may be appropriate for you based on your financial situation, your age and how you intend to use the annuity. The different features and benefits include variations in death benefit protection, the ability to access your annuity's account value and the charges that you will be subject to if you choose to surrender the annuity. The fees and charges may also be different between each annuity.

If you are purchasing the Annuity as a replacement for existing variable annuity or variable life coverage, you should consider any surrender or penalty charges you may incur when replacing your existing coverage and that this Annuity may be subject to a contingent deferred sales charge if you elect to surrender the Annuity or take a partial withdrawal. You should consider your need to access the Annuity's Account Value and whether the annuity's liquidity features will satisfy that need.

**WHY WOULD I CHOOSE TO PURCHASE THIS ANNUITY?**

This Annuity is frequently used for retirement planning because it allows you to accumulate retirement savings and also offers annuity payment options when you are ready to begin receiving income. The Annuity also offers one or more death benefits that can protect your retirement savings if you die during a period of declining markets. It may be used as an investment vehicle for "qualified" investments, including an IRA, SEP-IRA, Roth IRA or Tax Sheltered Annuity (or 403(b)). It may also be used as an investment vehicle for "non-qualified" investments. The Annuity allows you to invest your money in a number of variable investment options as well as in one or more fixed investment options.

When an Annuity is purchased as a "*non-qualified*" investment, you generally are not taxed on any investment gains the Annuity earns until you make a withdrawal or begin to receive annuity payments. This feature, referred to as "tax-deferral", can be beneficial to the growth of your Account Value because money that would otherwise be needed to pay taxes on investment gains each year remains invested and can earn additional money. However, because the Annuity is designed for long-term retirement savings, a 10% penalty tax may be applied on withdrawals you make before you reach age 59½. Annuities purchased as a non-qualified investment are not subject to the maximum contribution limits that may apply to a qualified investment, and are not subject to required minimum distributions after age 70 ½.

When an Annuity is purchased as a "*qualified*" investment, you should consider that the Annuity does not provide any tax advantages in addition to the preferential treatment already available through your retirement plan under the Internal Revenue Code. An Annuity may offer features and benefits in addition to providing tax deferral that other investment vehicles may not offer, including death benefit protection for your beneficiaries, lifetime income options, and the ability to make transfers between numerous variable investment options offered under the Annuity. You should consult with your investment professional as to whether the overall benefits and costs of the Annuity are appropriate considering your overall financial plan.

*These annuities are NOT deposits or obligations of, or issued, guaranteed or endorsed by, any bank, are NOT insured or guaranteed by the U.S. government, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board or any other agency. An investment in this annuity involves investment risks, including possible loss of value.*

**THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. PLEASE READ THIS PROSPECTUS AND THE CURRENT PROSPECTUS FOR THE UNDERLYING MUTUAL FUNDS. KEEP THEM FOR FUTURE REFERENCE.**

FOR FURTHER INFORMATION CALL 1-800-766-4530.

Prospectus Dated: May 1, 2003  
ASAP2-PROS- (05/2003)

Statement of Additional Information Dated: May 1, 2003  
ASAPIIPROS

**PLEASE SEE OUR PRIVACY POLICY ATTACHED TO THE BACK COVER OF THIS PROSPECTUS.**

## WHAT ARE SOME OF THE KEY FEATURES OF THIS ANNUITY?

- This Annuity is a "flexible premium deferred annuity." It is called "flexible premium" because you have considerable flexibility in the timing and amount of premium payments. Generally, investors "defer" receiving annuity payments until after an accumulation period.
- This Annuity offers both variable and fixed investment options. If you allocate your Account Value to variable investment options, the value of your Annuity will vary daily to reflect the investment performance of the underlying investment options. Fixed investment options of different durations are offered that are guaranteed by us, but may have a Market Value Adjustment if you withdraw or transfer your Account Value before the Maturity Date.
- The Annuity features two distinct phases – the accumulation period and the payout period. During the accumulation period your Account Value is allocated to one or more investment options. The variable investment options, each a Sub-account of American Skandia Life Assurance Corporation Variable Account B, invest in an underlying mutual fund portfolio. Currently, portfolios of the following underlying mutual funds are being offered: American Skandia Trust, Montgomery Variable Series, Wells Fargo Variable Trust, Rydex Variable Trust, INVESCO Variable Investment Funds, Inc., Evergreen Variable Annuity Trust, ProFunds VP, First Defined Portfolio Fund LLC and The Prudential Series Fund, Inc.
- During the payout period, commonly called "annuitization," you can elect to receive annuity payments (1) for life; (2) for life with a guaranteed minimum number of payments; (3) based on joint lives; or (4) for a guaranteed number of payments. We currently make annuity payments available on a fixed or variable basis.
- This Annuity offers a basic Death Benefit. It also offers optional Death Benefits that provide an enhanced level of protection for your beneficiary(ies) for an additional charge.
- You are allowed to withdraw a limited amount of money from your Annuity on an annual basis without any charges. Other product features allow you to access your Account Value as necessary, although a charge may apply.
- Transfers between investment options are tax-free. Currently, you may make twenty transfers each year free of charge. We also offer several programs that enable you to manage your Account Value as your financial needs and investment performance change.

## HOW DO I PURCHASE THIS ANNUITY?

We sell the Annuity through licensed, registered investment professionals. You must complete an application and submit a minimum initial purchase payment of \$1,000. We may allow you to make a lower initial purchase payment provided you establish a bank drafting program under which purchase payments received in the first Annuity Year total at least \$1,000. There is no age restriction to purchase the Annuity. However, the basic Death Benefit provides greater protection for persons under age 90.

# TABLE OF CONTENTS

GLOSSARY OF TERMS .....	5
SUMMARY OF CONTRACT FEES AND CHARGES .....	6
EXPENSE EXAMPLES .....	10
INVESTMENT OPTIONS .....	11
WHAT ARE THE INVESTMENT OBJECTIVES AND POLICIES OF THE PORTFOLIOS? .....	11
WHAT ARE THE FIXED INVESTMENT OPTIONS? .....	26
FEES AND CHARGES .....	27
WHAT ARE THE CONTRACT FEES AND CHARGES? .....	27
WHAT CHARGES APPLY SOLELY TO THE VARIABLE INVESTMENT OPTIONS? .....	28
WHAT CHARGES ARE ASSESSED BY THE PORTFOLIOS? .....	28
WHAT CHARGES APPLY TO THE FIXED ALLOCATIONS? .....	28
WHAT CHARGES APPLY IF I CHOOSE AN ANNUITY PAYMENT OPTION? .....	28
EXCEPTIONS/REDUCTIONS TO FEES AND CHARGES .....	29
PURCHASING YOUR ANNUITY .....	29
WHAT ARE OUR REQUIREMENTS FOR PURCHASING THE ANNUITY? .....	29
MANAGING YOUR ANNUITY .....	30
MAY I CHANGE THE OWNER, ANNUITANT AND BENEFICIARY DESIGNATIONS? .....	30
MAY I RETURN THE ANNUITY IF I CHANGE MY MIND? .....	30
MAY I MAKE ADDITIONAL PURCHASE PAYMENTS? .....	30
MAY I MAKE SCHEDULED PAYMENTS DIRECTLY FROM MY BANK ACCOUNT? .....	30
MAY I MAKE PURCHASE PAYMENTS THROUGH A SALARY REDUCTION PROGRAM? .....	30
MANAGING YOUR ACCOUNT VALUE .....	31
HOW AND WHEN ARE PURCHASE PAYMENTS INVESTED? .....	31
ARE THERE RESTRICTIONS OR CHARGES ON TRANSFERS BETWEEN INVESTMENT OPTIONS? .....	31
DO YOU OFFER DOLLAR COST AVERAGING? .....	32
DO YOU OFFER ANY AUTOMATIC REBALANCING PROGRAMS? .....	32
DO YOU OFFER ANY ASSET ALLOCATION PROGRAMS? .....	32
DO YOU OFFER PROGRAMS DESIGNED TO GUARANTEE A "RETURN OF PREMIUM" AT A FUTURE DATE? .....	33
MAY I AUTHORIZE MY INVESTMENT PROFESSIONAL TO MANAGE MY ACCOUNT? .....	35
HOW DO THE FIXED INVESTMENT OPTIONS WORK? .....	35
HOW DO YOU DETERMINE RATES FOR FIXED ALLOCATIONS? .....	36
HOW DOES THE MARKET VALUE ADJUSTMENT WORK? .....	36
WHAT HAPPENS WHEN MY GUARANTEE PERIOD MATURES? .....	37
ACCESS TO ACCOUNT VALUE .....	37
WHAT TYPES OF DISTRIBUTIONS ARE AVAILABLE TO ME? .....	37
ARE THERE TAX IMPLICATIONS FOR DISTRIBUTIONS? .....	38
CAN I WITHDRAW A PORTION OF MY ANNUITY? .....	38
HOW MUCH CAN I WITHDRAW AS A FREE WITHDRAWAL? .....	38
IS THERE A CHARGE FOR A PARTIAL WITHDRAWAL? .....	40
CAN I MAKE PERIODIC WITHDRAWALS FROM THE ANNUITY DURING THE ACCUMULATION PERIOD? .....	40
DO YOU OFFER A PROGRAM FOR WITHDRAWALS UNDER SECTION 72(T) OF THE INTERNAL REVENUE CODE? .....	40
WHAT ARE MINIMUM DISTRIBUTIONS AND WHEN WOULD I NEED TO MAKE THEM? .....	41
CAN I SURRENDER MY ANNUITY FOR ITS VALUE? .....	41
WHAT IS A MEDICALLY-RELATED SURRENDER AND HOW DO I QUALIFY? .....	41
WHAT TYPES OF ANNUITY OPTIONS ARE AVAILABLE? .....	42
HOW AND WHEN DO I CHOOSE THE ANNUITY PAYMENT OPTION? .....	43
HOW ARE ANNUITY PAYMENTS CALCULATED? .....	43

DEATH BENEFIT .....	44
WHAT TRIGGERS THE PAYMENT OF A DEATH BENEFIT?.....	44
BASIC DEATH BENEFIT .....	44
OPTIONAL DEATH BENEFITS .....	45
AMERICAN SKANDIA’S ANNUITY REWARDS .....	47
PAYMENT OF DEATH BENEFITS .....	47
VALUING YOUR INVESTMENT.....	49
HOW IS MY ACCOUNT VALUE DETERMINED?.....	49
WHAT IS THE SURRENDER VALUE OF MY ANNUITY?.....	49
HOW AND WHEN DO YOU VALUE THE SUB-ACCOUNTS?.....	49
HOW DO YOU VALUE FIXED ALLOCATIONS?.....	49
WHEN DO YOU PROCESS AND VALUE TRANSACTIONS?.....	49
WHAT HAPPENS TO MY UNITS WHEN THERE IS A CHANGE IN DAILY ASSET-BASED CHARGES?.....	50
TAX CONSIDERATIONS.....	51
WHAT ARE SOME OF THE FEDERAL TAX CONSIDERATIONS OF THIS ANNUITY?.....	51
HOW ARE AMERICAN SKANDIA AND THE SEPARATE ACCOUNTS TAXED?.....	51
IN GENERAL, HOW ARE ANNUITIES TAXED?.....	51
HOW ARE DISTRIBUTIONS TAXED?.....	51
WHAT TAX CONSIDERATIONS ARE THERE FOR TAX-QUALIFIED RETIREMENT PLANS OR QUALIFIED CONTRACTS?.....	53
HOW ARE DISTRIBUTIONS FROM QUALIFIED CONTRACTS TAXED?.....	54
GENERAL TAX CONSIDERATIONS .....	55
GENERAL INFORMATION.....	56
HOW WILL I RECEIVE STATEMENTS AND REPORTS? .....	56
WHO IS AMERICAN SKANDIA? .....	56
WHAT ARE SEPARATE ACCOUNTS?.....	57
WHAT IS THE LEGAL STRUCTURE OF THE UNDERLYING FUNDS? .....	58
WHO DISTRIBUTES ANNUITIES OFFERED BY AMERICAN SKANDIA? .....	58
AVAILABLE INFORMATION.....	60
INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE.....	60
HOW TO CONTACT US.....	60
INDEMNIFICATION.....	61
LEGAL PROCEEDINGS.....	61
CONTENTS OF THE STATEMENT OF ADDITIONAL INFORMATION.....	62
APPENDIX A – FINANCIAL INFORMATION ABOUT AMERICAN SKANDIA.....	1
AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF AMERICAN SKANDIA LIFE ASSURANCE CORPORATION.....	11
APPENDIX B – CONDENSED FINANCIAL INFORMATION ABOUT SEPARATE ACCOUNT B .....	1
APPENDIX C – CALCULATION OF OPTIONAL DEATH BENEFITS.....	1
APPENDIX D – SALE OF THE CONTRACTS TO RESIDENTS OF THE STATE OF NEW YORK .....	1
APPENDIX E – PERFORMANCE ADVANTAGE.....	1
APPENDIX F - PLUS40™ OPTIONAL LIFE INSURANCE RIDER.....	1
APPENDIX G – DESCRIPTION AND CALCULATION OF THE ENHANCED BENEFICIARY PROTECTION OPTIONAL DEATH BENEFIT AND THE GUARANTEED MINIMUM DEATH BENEFIT .....	1

## GLOSSARY OF TERMS

Many terms used within this Prospectus are described within the text where they appear. The description of those terms are not repeated in this Glossary of Terms.

**Account Value:** The value of each allocation to a Sub-account or a Fixed Allocation prior to the Annuity Date, plus any earnings, and/or less any losses, distributions and charges. The Account Value is calculated before we assess any applicable Contingent Deferred Sales Charge ("CDSC") and/or any Annual Maintenance Fee. The Account Value is determined separately for each Sub-account and for each Fixed Allocation, and then totaled to determine the Account Value for your entire Annuity. The Account Value of each Fixed Allocation on other than its Maturity Date may be calculated using a market value adjustment.

**Annuitization:** The application of Account Value to one of the available annuity options for the Annuitant to begin receiving periodic payments for life, for a guaranteed minimum number of payments or for life with a guaranteed minimum number of payments.

**Annuity Date:** The date you choose for annuity payments to commence. A maximum Annuity Date may apply.

**Annuity Year:** A 12-month period commencing on the Issue Date of the Annuity and each successive 12-month period thereafter.

**Code:** The Internal Revenue Code of 1986, as amended from time to time.

**Fixed Allocation:** An allocation of Account Value that is to be credited a fixed rate of interest for a specified Guarantee Period during the accumulation period.

**Guarantee Period:** A period of time during the accumulation period where we credit a fixed rate of interest on a Fixed Allocation.

**Interim Value:** The value of a Fixed Allocation on any date other than the Maturity Date. The Interim Value is equal to the initial value allocated to the Fixed Allocation plus all interest credited to the Fixed Allocation as of the date calculated, less any transfers or withdrawals from the Fixed Allocation.

**Issue Date:** The effective date of your Annuity.

**MVA:** A market value adjustment used in the determination of Account Value of each Fixed Allocation on any day other than the Maturity Date of such Fixed Allocation.

**Owner:** With an Annuity issued as an individual annuity contract, the Owner is either an eligible entity or person named as having ownership rights in relation to the Annuity. With an Annuity issued as a certificate under a group annuity contract, the "Owner" refers to the person or entity who has the rights and benefits designated as to the "Participant" in the certificate.

**Surrender Value:** The value of your Annuity available upon surrender prior to the Annuity Date. It equals the Account Value as of the date we price the surrender minus any applicable CDSC, Annual Maintenance Fee, Tax Charge and the charge for any optional benefits.

**Unit:** A measure used to calculate your Account Value in a Sub-account during the accumulation period.

**Valuation Day:** Every day the New York Stock Exchange is open for trading or any other day the Securities and Exchange Commission requires mutual funds or unit investment trusts to be valued.

## SUMMARY OF CONTRACT FEES AND CHARGES

Below is a summary of the fees and charges for the Annuity. Some fees and charges are assessed against your Annuity while others are assessed against assets allocated to the variable investment options. The fees and charges that are assessed against the Annuity include the Contingent Deferred Sales Charge, Transfer Fee and Annual Maintenance Fee. The charges that are assessed against the variable investment options are the Insurance Charge, which is the combination of a mortality and expense risk charge and a charge for administration of the Annuity, and the charge for any optional benefits you elect. Each underlying mutual fund portfolio assesses a charge for investment management, other expenses and with some mutual funds, a 12b-1 charge. The prospectus for each underlying mutual fund provides more detailed information about the expenses for the underlying mutual funds. Tax charges may vary by state and in certain states a premium tax charge may be applicable. All of these fees and charges are described in more detail within this Prospectus.

The following table provides a summary of the fees and charges you will incur if you surrender the Annuity or transfer Account Value among investment options. These fees and charges are described in more detail within this Prospectus.

<b>YOUR TRANSACTION FEES AND CHARGES</b>	
(assessed against the Annuity)	
FEE/CHARGE	AMOUNT DEDUCTED
<b>Contingent Deferred Sales Charge*</b>	7.5% The charge is a percentage of each applicable Purchase Payment deducted upon surrender or withdrawal. The period is measured from the date each Purchase Payment is allocated.
<b>Transfer Fee</b>	\$10.00 (Deducted after the 20 <sup>th</sup> transfer each Annuity Year)

\* The following are the Contingent Deferred Sales Charges (as a percentage of each applicable Purchase Payment) upon surrender or withdrawal.

Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8+
7.5%	7.0%	6.0%	5.0%	4.0%	3.0%	2.0%	0.0%

The following table provides a summary of the periodic fees and charges you will incur while you own the Annuity, excluding the underlying mutual fund Portfolio annual expenses. These fees and charges are described in more detail within this Prospectus.

<b>YOUR PERIODIC FEES AND CHARGES</b>	
ANNUAL FEES/CHARGES ASSESSED AGAINST THE ANNUITY	
FEE/CHARGE	AMOUNT DEDUCTED
<b>Annual Maintenance Fee</b>	Smaller of \$30 or 2% of Account Value (Assessed annually on the Annuity's anniversary date or upon surrender)
ANNUAL FEES/CHARGES OF THE SUB-ACCOUNTS*	
(as a percentage of the average daily net assets of the Sub-accounts)	
FEE/CHARGE	AMOUNT DEDUCTED
<b>Mortality &amp; Expense Risk Charge</b>	1.25%
<b>Administration Charge</b>	0.15%
<b>Total Annual Charges of the Sub-accounts**</b>	1.40% per year of the value of each Sub-account

\* These charges are deducted daily and apply to Variable Investment Options only.

\*\* The combination of the Mortality and Expense Risk Charges and Administration Charge is referred to as the "Insurance Charge" elsewhere in this Prospectus.

The following table provides a summary of the fees and charges you will incur if you elect any of the following optional benefits. These fees and charges are described in more detail within this Prospectus.

<b>YOUR OPTIONAL BENEFIT FEES AND CHARGES</b>		
<b>OPTIONAL BENEFIT</b>	<b>OPTIONAL BENEFIT FEE/ CHARGE</b>	<b>TOTAL ANNUAL CHARGE*</b>
<b>GUARANTEED RETURN OPTION</b> We offer a program that guarantees a "return of premium" at a future date, while allowing you to allocate all or a portion of your Account Value to the Sub-accounts of your choice.	0.25% of average daily net assets of the Sub-accounts	1.65%
<b>ENHANCED BENEFICIARY PROTECTION DEATH BENEFIT</b> We offer an Optional Death Benefit that provides an enhanced level of protection for your beneficiary(ies) by providing amounts in addition to the basic Death Benefit that can be used to offset federal and state taxes payable on any taxable gains in your Annuity at the time of your death.	0.25% of average daily net assets of the Sub-accounts	1.65%
<b>HIGHEST ANNIVERSARY VALUE DEATH BENEFIT</b> We offer an Optional Death Benefit that provides an enhanced level of protection for your beneficiary(ies) by providing a death benefit equal to the greater of the basic Death Benefit or the Highest Anniversary Value.	0.25% of average daily net assets of the Sub-accounts	1.65%
<b>Please refer to the section of the Prospectus that describes each optional benefit for a complete description of the benefit, including any restrictions or limitations that may apply.</b>		

\* The Total Annual Charge includes the Insurance Charge assessed against the Annuity. If you elect more than one optional benefit, the Total Annual Charge includes the charge for each optional benefit.

The following table provides the range (minimum and maximum) of the total annual expenses for the underlying mutual funds ("Portfolios") as of December 31, 2002. Each figure is stated as a percentage of the underlying Portfolio's average daily net assets.

<b>TOTAL ANNUAL PORTFOLIO OPERATING EXPENSES</b>		
	<b>MINIMUM</b>	<b>MAXIMUM</b>
Total Portfolio Operating Expense	0.14% *	3.14%

\* The minimum total annual portfolio operating expenses are those of a Portfolio that may invest in mutual funds, which also charge their own operating expenses. Thus, the total annual portfolio operating expenses may be higher than indicated.

The following are the investment management fees, other expenses, 12b-1 fees (if applicable), and the total annual expenses for each underlying mutual fund ("Portfolio"), as of December 31, 2002, except as noted. Each figure is stated as a percentage of the underlying Portfolio's average daily net assets. For certain of the underlying Portfolios, a portion of the management fee is being waived and/or other expenses are being partially reimbursed. "N/A" indicates that no portion of the management fee and/or other expenses is being waived and/or reimbursed. The "Net Annual Portfolio Operating Expenses" reflect the combination of the underlying Portfolio's investment management fee, other expenses and any 12b-1 fees, net of any fee waivers and expense reimbursements. The following expenses are deducted by the underlying Portfolio before it provides American Skandia with the daily net asset value. Any footnotes about expenses appear after the list of all the Portfolios. The underlying Portfolio information was provided by the underlying mutual funds and has not been independently verified by us. See the prospectuses or statements of additional information of the underlying Portfolios for further details. The current prospectus and statement of additional information for the underlying Portfolios can be obtained by calling 1-800-766-4530.

## UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

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

UNDERLYING PORTFOLIO	Management Fees	Other Expenses	12b-1 Fees	Total Annual Portfolio Operating Expenses	Fee Waivers and Expense Reimbursement	Net Annual Portfolio Operating Expenses
<b>American Skandia Trust:</b> <sup>1</sup>						
AST Strong International Equity	0.88%	0.21%	0.12%	1.21%	0.00%	1.21%
AST William Blair International Growth	1.00%	0.23%	0.10%	1.33%	0.10%	1.23%
AST American Century International Growth	1.00%	0.25%	0.00%	1.25%	0.00%	1.25%
AST DeAM International Equity	1.00%	0.44%	0.00%	1.44%	0.15%	1.29%
AST MFS Global Equity	1.00%	0.41%	0.00%	1.41%	0.00%	1.41%
AST PBHG Small-Cap Growth	0.90%	0.22%	0.11%	1.23%	0.00%	1.23%
AST DeAM Small-Cap Growth	0.95%	0.20%	0.00%	1.15%	0.15%	1.00%
AST Federated Aggressive Growth	0.95%	0.43%	0.00%	1.38%	0.03%	1.35%
AST Goldman Sachs Small-Cap Value	0.95%	0.21%	0.11%	1.27%	0.00%	1.27%
AST Gabelli Small-Cap Value	0.90%	0.19%	0.01%	1.10%	0.00%	1.10%
AST DeAM Small-Cap Value	0.95%	0.53%	0.00%	1.48%	0.33%	1.15%
AST Goldman Sachs Mid-Cap Growth	1.00%	0.26%	0.07%	1.33%	0.10%	1.23%
AST Neuberger Berman Mid-Cap Growth	0.90%	0.20%	0.06%	1.16%	0.00%	1.16%
AST Neuberger Berman Mid-Cap Value	0.90%	0.17%	0.09%	1.16%	0.00%	1.16%
AST Alger All-Cap Growth	0.95%	0.19%	0.15%	1.29%	0.00%	1.29%
AST Gabelli All-Cap Value	0.95%	0.24%	0.00%	1.19%	0.00%	1.19%
AST T. Rowe Price Natural Resources	0.90%	0.23%	0.03%	1.16%	0.00%	1.16%
AST Alliance Growth	0.90%	0.20%	0.03%	1.13%	0.00%	1.13%
AST MFS Growth	0.90%	0.18%	0.10%	1.18%	0.00%	1.18%
AST Marsico Capital Growth	0.90%	0.16%	0.04%	1.10%	0.01%	1.09%
AST Goldman Sachs Concentrated Growth	0.90%	0.15%	0.04%	1.09%	0.06%	1.03%
AST DeAM Large-Cap Growth	0.85%	0.23%	0.00%	1.08%	0.10%	0.98%
AST DeAM Large-Cap Value	0.85%	0.24%	0.04%	1.13%	0.10%	1.03%
AST Alliance/Bernstein Growth + Value	0.90%	0.23%	0.00%	1.13%	0.00%	1.13%
AST Sanford Bernstein Core Value	0.75%	0.25%	0.00%	1.00%	0.00%	1.00%
AST Cohen & Steers Realty	1.00%	0.23%	0.03%	1.26%	0.00%	1.26%
AST Sanford Bernstein Managed Index 500	0.60%	0.16%	0.08%	0.84%	0.00%	0.84%
AST American Century Income & Growth	0.75%	0.23%	0.00%	0.98%	0.00%	0.98%
AST Alliance Growth and Income	0.75%	0.15%	0.08%	0.98%	0.02%	0.96%
AST MFS Growth with Income	0.90%	0.28%	0.01%	1.19%	0.00%	1.19%
AST INVESCO Capital Income	0.75%	0.17%	0.03%	0.95%	0.00%	0.95%
AST DeAM Global Allocation	0.10%	0.04%	0.00%	0.14%	0.00%	0.14%
AST American Century Strategic Balanced	0.85%	0.25%	0.00%	1.10%	0.00%	1.10%
AST T. Rowe Price Asset Allocation	0.85%	0.26%	0.00%	1.11%	0.00%	1.11%
AST T. Rowe Price Global Bond	0.80%	0.26%	0.00%	1.06%	0.00%	1.06%
AST Federated High Yield	0.75%	0.19%	0.00%	0.94%	0.00%	0.94%
AST Lord Abbett Bond-Debenture	0.80%	0.24%	0.00%	1.04%	0.00%	1.04%
AST DeAM Bond	0.85%	0.23%	0.00%	1.08%	0.15%	0.93%
AST PIMCO Total Return Bond	0.65%	0.15%	0.00%	0.80%	0.02%	0.78%
AST PIMCO Limited Maturity Bond	0.65%	0.18%	0.00%	0.83%	0.00%	0.83%
AST Money Market	0.50%	0.13%	0.00%	0.63%	0.05%	0.58%
<b>Montgomery Variable Series:</b>						
Emerging Markets	1.25%	0.43%	0.00%	1.68%	0.00%	1.68%
<b>Wells Fargo Variable Trust:</b>						
Equity Value	0.55%	0.48%	0.25%	1.28%	0.28%	1.00%
Equity Income	0.55%	0.30%	0.25%	1.10%	0.10%	1.00%
<b>Rydex Variable Trust:</b>						
Nova	0.75%	0.97%	0.00%	1.72%	0.00%	1.72%
Ursa	0.90%	0.89%	0.00%	1.79%	0.00%	1.79%
OTC	0.75%	0.99%	0.00%	1.74%	0.00%	1.74%

## UNDERLYING MUTUAL FUND PORTFOLIO ANNUAL EXPENSES

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

UNDERLYING PORTFOLIO	Management Fees	Other Expenses	12b-1 Fees	Total Annual Portfolio Operating Expenses	Fee Waivers and Expense Reimbursement	Net Annual Portfolio Operating Expenses
<b>INVESCO Variable Investment Funds, Inc.:</b>						
Dynamics	0.75%	0.37%	0.00%	1.12%	0.00%	1.12%
Technology	0.75%	0.36%	0.00%	1.11%	0.00%	1.11%
Health Sciences	0.75%	0.32%	0.00%	1.07%	0.00%	1.07%
Financial Services	0.75%	0.34%	0.00%	1.09%	0.00%	1.09%
Telecommunications	0.75%	0.47%	0.00%	1.22%	0.00%	1.22%
<b>Evergreen Variable Annuity Trust:</b>						
Global Leaders	0.87%	0.31%	0.00%	1.18%	0.18%	1.00%
Special Equity	0.92%	0.26%	0.00%	1.18%	0.15%	1.03%
Omega	0.52%	0.18%	0.00%	0.70%	0.00%	0.70%
<b>ProFund VP:</b>						
Europe 30	0.75%	1.03%	0.25%	2.03%	0.05%	1.98%
Asia 30	0.75%	1.03%	0.25%	2.03%	0.05%	1.98%
Japan	0.75%	1.06%	0.25%	2.06%	0.08%	1.98%
Banks	0.75%	1.11%	0.25%	2.11%	0.13%	1.98%
Basic Materials	0.75%	1.21%	0.25%	2.21%	0.23%	1.98%
Biotechnology	0.75%	1.16%	0.25%	2.16%	0.18%	1.98%
Consumer Cyclical	0.75%	1.65%	0.25%	2.65%	0.67%	1.98%
Consumer Non-Cyclical	0.75%	1.10%	0.25%	2.10%	0.12%	1.98%
Energy	0.75%	1.16%	0.25%	2.16%	0.18%	1.98%
Financial	0.75%	1.14%	0.25%	2.14%	0.16%	1.98%
Healthcare	0.75%	1.14%	0.25%	2.14%	0.16%	1.98%
Industrial	0.75%	1.65%	0.25%	2.65%	0.67%	1.98%
Internet	0.75%	1.04%	0.25%	2.04%	0.06%	1.98%
Pharmaceuticals	0.75%	1.12%	0.25%	2.12%	0.14%	1.98%
Precious Metals	0.75%	0.98%	0.25%	1.98%	N/A	1.98%
Real Estate	0.75%	1.13%	0.25%	2.13%	0.15%	1.98%
Semiconductor	0.75%	1.33%	0.25%	2.33%	0.35%	1.98%
Technology	0.75%	1.27%	0.25%	2.27%	0.29%	1.98%
Telecommunications	0.75%	1.19%	0.25%	2.19%	0.21%	1.98%
Utilities	0.75%	1.17%	0.25%	2.17%	0.19%	1.98%
Bull	0.75%	0.91%	0.25%	1.91%	N/A	1.91%
Bear	0.75%	1.03%	0.25%	2.03%	0.05%	1.98%
UltraBull <sup>2</sup>	0.75%	1.12%	0.25%	2.12%	0.27%	1.85%
OTC	0.75%	1.03%	0.25%	2.03%	0.05%	1.98%
Short OTC	0.75%	0.96%	0.25%	1.96%	N/A	1.96%
UltraOTC	0.75%	1.08%	0.25%	2.08%	0.13%	1.95%
Mid-Cap Value	0.75%	1.25%	0.25%	2.25%	0.27%	1.98%
Mid-Cap Growth	0.75%	1.22%	0.25%	2.22%	0.24%	1.98%
UltraMid-Cap	0.75%	1.36%	0.25%	2.36%	0.38%	1.98%
Small-Cap Value	0.75%	1.45%	0.25%	2.45%	0.47%	1.98%
Small-Cap Growth	0.75%	1.20%	0.25%	2.20%	0.22%	1.98%
UltraSmall-Cap	0.75%	1.15%	0.25%	2.15%	0.17%	1.98%
U.S. Government Plus	0.50%	0.96%	0.25%	1.71%	N/A	1.71%
Rising Rates Opportunity	0.75%	1.13%	0.25%	2.13%	0.15%	1.98%
<b>First Defined Portfolio Fund LLC:</b>						
First Trust <sup>®</sup> 10 Uncommon Values	0.60%	2.29%	0.25%	3.14%	1.95%	1.37%
<b>The Prudential Series Fund, Inc.:</b>						
SP Jennison International Growth	0.85%	0.70%	0.25%	1.80%	0.16%	1.64%

- 1 The Investment Manager of American Skandia Trust (the "Trust") has agreed to reimburse and/or waive fees for certain Portfolios until at least April 30, 2004. The caption "Total Annual Portfolio Operating Expenses" reflects the Portfolios' fees and expenses before such waivers and reimbursements, while the caption "Net Annual Portfolio Operating Expenses" reflects the effect of such waivers and reimbursements. The Trust adopted a Distribution Plan (the "Distribution Plan") under Rule 12b-1 of the Investment Company Act of 1940 to permit an affiliate of the Trust's Investment Manager to receive brokerage commissions in connection with purchases and sales of securities held by Portfolios of the Trust, and to use these commissions to promote the sale of shares of such Portfolios. While the brokerage commission rates and amounts paid by the various Portfolios are not expected to increase as a result of the Distribution Plan, the staff of the Securities and Exchange Commission takes the position that commission amounts received under the Distribution Plan should be reflected as distribution expenses of the Portfolios. The Distribution Fee estimates are derived and annualized from data regarding commission amounts directed under the Distribution Plan. Although there are no maximum amounts allowable, actual commission amounts directed under the Distribution Plan will vary and the amounts directed during the last full fiscal year of the Plan's operations may differ from the amounts listed in the above chart.
- 2 Effective May 1, 2003, the ProFunds VP Bull Plus portfolio changed its name to ProFund VP UltraBull to reflect a change in its investment objective.

## EXPENSE EXAMPLES

These examples are designed to assist you in understanding the various expenses you may incur with the Annuity over certain periods of time based on specific assumptions. The examples reflect the Contingent Deferred Sales Charges (when applicable), Annual Maintenance Fee (when applicable), Insurance Charge, and the maximum total annual portfolio operating expenses for the underlying Portfolio (shown above), as well as the charges for the optional benefits that are offered under the Annuity. The Securities and Exchange Commission ("SEC") requires these examples.

Below are examples showing what you would pay in expenses at the end of the stated time periods for each Sub-account had you invested \$10,000 in the Annuity and received a 5% annual return on assets, and elected all optional benefits available.

The examples shown assume that: (a) you only allocate Account Value to the Sub-account with the maximum total annual portfolio operating expenses for the underlying Portfolio (shown above), not to a Fixed Allocation; (b) the Insurance Charge is assessed as 1.40% per year; (c) the Annual Maintenance Fee (when applicable) is reflected as an asset-based charge based on an assumed average contract size; (d) you make no withdrawals of Account Value during the period shown; (e) you make no transfers, withdrawals, surrender or other transactions for which we charge a fee during the period shown; (f) no tax charge applies; (g) the maximum total annual portfolio operating expenses for the underlying Portfolio (shown above) are reflected; and (h) the charge for each optional benefit is reflected as an additional charge equal to 0.25% per year, respectively, for the Guaranteed Return Option, the Enhanced Beneficiary Protection and the Highest Anniversary Value Death Benefit. Amounts shown in the examples are rounded to the nearest dollar.

Expense Examples are provided as follows: 1.) if you surrender the Annuity at the end of the stated time period; 2.) if you annuitize at the end of the stated time period; and 3.) if you do not surrender your Annuity.

THE EXAMPLES ARE ILLUSTRATIVE ONLY - THEY SHOULD NOT BE CONSIDERED A REPRESENTATION OF PAST OR FUTURE EXPENSES OF THE UNDERLYING MUTUAL FUNDS OR THEIR PORTFOLIOS - ACTUAL EXPENSES WILL BE LESS THAN THOSE SHOWN IF YOU DO NOT ELECT ALL OF THE OPTIONAL BENEFITS AVAILABLE OR IF YOU ALLOCATE ACCOUNT VALUE TO ANY OTHER AVAILABLE SUB-ACCOUNTS.

### If you surrender your contract at the end of the applicable time period:

1 year	3 years	5 years	10 years
1299	2236	3110	5338

### If you annuitize at the end of the applicable time period:

1 year	3 years	5 years	10 years
549	1636	2710	5338

### If you do not surrender your contract:

1 year	3 years	5 years	10 years
549	1636	2710	5338

## INVESTMENT OPTIONS

### WHAT ARE THE INVESTMENT OBJECTIVES AND POLICIES OF THE PORTFOLIOS?

Each variable investment option is a Sub-account of American Skandia Life Assurance Corporation Variable Account B (see "What are Separate Accounts" for more detailed information.) Each Sub-account invests exclusively in one Portfolio. You should carefully read the prospectus for any Portfolio in which you are interested. The following chart classifies each of the Portfolios based on our assessment of their investment style (as of the date of this Prospectus). The chart also provides a description of each Portfolio's investment objective (in italics) and a short, summary description of their key policies to assist you in determining which Portfolios may be of interest to you. There is no guarantee that any underlying Portfolio will meet its investment objective.

The name of the advisor/sub-advisor for each Portfolio appears next to the description. Those Portfolios whose name includes the prefix "AST" are Portfolios of American Skandia Trust. The investment manager for AST is American Skandia Investment Services, Incorporated, an affiliated company of American Skandia. However, a sub-advisor, as noted below, is engaged to conduct day-to-day investment decisions.

The Portfolios are not publicly traded mutual funds. They are only available as investment options in variable annuity contracts and variable life insurance policies issued by insurance companies, or in some cases, to participants in certain qualified retirement plans. However, some of the Portfolios available as Sub-accounts under the Annuity are managed by the same portfolio advisor or sub-advisor as a retail mutual fund of the same or similar name that the Portfolio may have been modeled after at its inception. Certain retail mutual funds may also have been modeled after a Portfolio. While the investment objective and policies of the retail mutual funds and the Portfolios may be substantially similar, the actual investments will differ to varying degrees. Differences in the performance of the funds can be expected, and in some cases could be substantial. You should not compare the performance of a publicly traded mutual fund with the performance of any similarly named Portfolio offered as a Sub-account. Details about the investment objectives, policies, risks, costs and management of the Portfolios are found in the prospectuses for the underlying mutual funds. The current prospectus and statement of additional information for the underlying Portfolios can be obtained by calling 1-800-766-4530.

**Effective March 16, 2001, the Nova, Ursa and OTC portfolios of Rydex Variable Trust will no longer be offered as Sub-accounts under the Annuity.** Owners of Annuities issued on or after March 16, 2001 will not be allowed to allocate Account Value to the Rydex Nova, Rydex Ursa or Rydex OTC Sub-accounts. Except as noted below, Owners of Annuities issued before March 16, 2001, and/or their authorized investment professionals, will no longer be able to allocate additional Account Value or make transfers into the Rydex Nova, Rydex Ursa or Rydex OTC Sub-accounts. Annuity Owners and/or their authorized investment professionals who elect to transfer Account Value out of the Rydex Sub-accounts on or after March 16, 2001 will not be allowed to transfer Account Value into the Rydex Sub-accounts at a later date. Bank drafting, dollar cost averaging, asset allocation and rebalancing programs that were effective before March 16, 2001 and included one or more of the Rydex Sub-accounts will be allowed to continue. However, no changes involving the Rydex Sub-accounts may be made to such programs.

Effective close of business **June 28, 2002**, the **AST Goldman Sachs Small-Cap Value** portfolio is no longer offered as a Sub-account under the Annuity, except as noted below. Annuity contracts with Account Value allocated to the **AST Goldman Sachs Small-Cap Value** Sub-account on or before June 28, 2002 may continue to allocate Account Value and make transfers into the **AST Goldman Sachs Small-Cap Value** Sub-account, including any bank drafting, dollar cost averaging, asset allocation and rebalancing programs. Owners of Annuities issued after June 28, 2002 will not be allowed to allocate Account Value to the **AST Goldman Sachs Small-Cap Value** Sub-account.

The **AST Goldman Sachs Small-Cap Value** Sub-account may be offered to new Owners at some future date; however, at the present time, American Skandia has no intention to do so.

Please refer to **Appendix B** for certain required financial information related to the historical performance of the Sub-accounts.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
INTERNATIONAL EQUITY	<b>AST Strong International Equity:</b> seeks long-term capital growth by investing in a diversified portfolio of international equity securities the issuers of which are considered to have strong earnings momentum. The Portfolio seeks to meet its objective by investing, under normal market conditions, at least 80% of its total assets in a diversified portfolio of equity securities of companies located or operating in developed non-U.S. countries and emerging markets of the world. The Sub-advisor intends to focus on companies with an above-average potential for long-term growth and attractive relative valuations. The Sub-advisor selects companies based on five key factors: growth, valuation, management, risk and sentiment.	Strong Capital Management, Inc.
INTERNATIONAL EQUITY	<b>AST William Blair International Growth (f/k/a AST Janus Overseas Growth):</b> seeks long-term growth of capital. The Portfolio pursues its objective primarily through investments in equity securities of issuers located outside the United States. The Portfolio normally invests at least 80% of its total assets in securities of issuers from at least five different countries, excluding the United States. The Portfolio invests primarily in companies selected for their growth potential. Securities are generally selected without regard to any defined allocation among countries, geographic regions or industry sectors, or other similar selection procedure.	William Blair & Company, L.L.C.
INTERNATIONAL EQUITY	<b>AST American Century International Growth:</b> seeks capital growth. The Portfolio will seek to achieve its investment objective by investing primarily in equity securities of international companies that the Sub-advisor believes will increase in value over time. Under normal conditions, the Portfolio will invest at least 65% of its assets in equity securities of issuers from at least three countries outside of the United States. The Sub-advisor uses a growth investment strategy it developed that looks for companies with earnings and revenue growth. The Sub-advisor will consider a number of other factors in making investment selections, including the prospects for relative economic growth among countries or regions, economic and political conditions, expected inflation rates, currency exchange fluctuations and tax considerations.	American Century Investment Management, Inc.
INTERNATIONAL EQUITY	<b>AST DeAM International Equity:</b> seeks capital growth. The Portfolio pursues its objective by investing at least 80% of the value of its assets in the equity securities of companies in developed non-U.S. countries that are represented in the MSCI EAFE® Index. The target of this Portfolio is to track the performance of the MSCI EAFE® Index within 4% with a standard deviation expected of +/- 4%. The Sub-advisor considers a number of factors in determining whether to invest in a stock, including earnings growth rate, analysts' estimates of future earnings and industry-relative price multiples.	Deutsche Asset Management, Inc.
GLOBAL EQUITY	<b>AST MFS Global Equity:</b> seeks capital growth. Under normal circumstances the Portfolio invests at least 80% of its assets in equity securities of U.S. and foreign issuers (including issuers in developing countries). The Portfolio generally seeks to purchase securities of companies with relatively large market capitalizations relative to the market in which they are traded.	Massachusetts Financial Services Company
SMALL CAP GROWTH	<b>AST PBHG Small-Cap Growth:</b> seeks capital growth. The Portfolio pursues its objective by primarily investing at least 80% of the value of its assets in the common stocks of small-sized companies, whose market capitalizations are similar to market capitalizations of the companies in the Russell 2000® Index at the time of the Portfolio's investment. The Sub-advisor expects to focus primarily on those securities whose market capitalizations or annual revenues are less than \$1 billion at the time of purchase.	Pilgrim Baxter & Associates, Ltd.
SMALL CAP GROWTH	<b>AST DeAM Small-Cap Growth:</b> seeks maximum growth of investors' capital from a portfolio of growth stocks of smaller companies. The Portfolio pursues its objective, under normal circumstances, by primarily investing at least 80% of its total assets in the equity securities of small-sized companies included in the Russell 2000 Growth® Index. The Sub-advisor employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 2000 Growth® Index, but which attempts to outperform the Russell 2000 Growth® Index.	Deutsche Asset Management, Inc.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
SMALL CAP GROWTH	<p><b>AST Federated Aggressive Growth:</b> <i>seeks capital growth.</i> The Portfolio pursues its investment objective by investing in the stocks of small companies that are traded on national security exchanges, NASDAQ stock exchange and the over-the-counter-market. Small companies will be defined as companies with market capitalizations similar to companies in the Russell 2000 Index or the Standard &amp; Poor's Small Cap 600 Index. Up to 25% of the Portfolio's net assets may be invested in foreign securities, which are typically denominated in foreign currencies.</p>	<p>Federated Investment Counseling/Federated Global Investment Management Corp.</p>
SMALL CAP VALUE	<p><b>AST Goldman Sachs Small-Cap Value:</b> <i>seeks long-term capital appreciation.</i> The Portfolio will seek its objective through investments primarily in equity securities that are believed to be undervalued in the marketplace. The Portfolio primarily seeks companies that are small-sized, based on the value of their outstanding stock. The Portfolio will have a non-fundamental policy to invest, under normal circumstances, at least 80% of the value of its assets in small capitalization companies. The 80% investment requirement applies at the time the Portfolio invests its assets. The Portfolio generally defines small capitalization companies as companies with a capitalization of \$5 billion or less.</p>	<p>Goldman Sachs Asset Management</p>
SMALL CAP VALUE	<p><b>AST Gabelli Small-Cap Value:</b> <i>seeks to provide long-term capital growth by investing primarily in small-capitalization stocks that appear to be undervalued.</i> The Portfolio will have a non-fundamental policy to invest, under normal circumstances, at least 80% of the value of its assets in small capitalization companies. The 80% investment requirement applies at the time the Portfolio invests its assets. The Portfolio generally defines small capitalization companies as those with a capitalization of \$1.5 billion or less. Reflecting a value approach to investing, the Portfolio will seek the stocks of companies whose current stock prices do not appear to adequately reflect their underlying value as measured by assets, earnings, cash flow or business franchises.</p>	<p>GAMCO Investors, Inc.</p>
SMALL CAP VALUE	<p><b>AST DeAM Small-Cap Value:</b> <i>seeks maximum growth of investors' capital.</i> The Portfolio pursues its objective, under normal market conditions, by primarily investing at least 80% of its total assets in the equity securities of small-sized companies included in the Russell 2000<sup>®</sup> Value Index. The Sub-advisor employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 2000<sup>®</sup> Value Index, but which attempts to outperform the Russell 2000<sup>®</sup> Value Index.</p>	<p>Deutsche Asset Management, Inc.</p>
MID-CAP GROWTH	<p><b>AST Goldman Sachs Mid-Cap Growth (f/k/a AST Janus Mid-Cap Growth):</b> <i>seeks long-term capital growth.</i> The Portfolio pursues its investment objective, by investing primarily in equity securities selected for their growth potential, and normally invests at least 80% of the value of its assets in medium capitalization companies. For purposes of the Portfolio, medium-sized companies are those whose market capitalizations (measured at the time of investment) fall within the range of companies in the Standard &amp; Poor's MidCap 400 Index. The Sub-advisor seeks to identify individual companies with earnings growth potential that may not be recognized by the market at large.</p>	<p>Goldman Sachs Asset Management</p>
MID-CAP GROWTH	<p><b>AST Neuberger Berman Mid-Cap Growth:</b> <i>seeks capital growth.</i> Under normal market conditions, the Portfolio primarily invests at least 80% of its net assets in the common stocks of mid-cap companies. For purposes of the Portfolio, companies with equity market capitalizations that fall within the range of the Russell Midcap<sup>®</sup> Index, at the time of investment, are considered mid-cap companies. Some of the Portfolio's assets may be invested in the securities of large-cap companies as well as in small-cap companies. The Sub-advisor looks for fast-growing companies that are in new or rapidly evolving industries.</p>	<p>Neuberger Berman Management Inc.</p>

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
MID-CAP VALUE	<p><b>AST Neuberger Berman Mid-Cap Value:</b> <i>seeks capital growth.</i> Under normal market conditions, the Portfolio primarily invests at least 80% of its net assets in the common stocks of mid-cap companies. For purposes of the Portfolio, companies with equity market capitalizations that fall within the range of the Russell Midcap<sup>®</sup> Index at the time of investment are considered mid-cap companies. Some of the Portfolio's assets may be invested in the securities of large-cap companies as well as in small-cap companies. Under the Portfolio's value-oriented investment approach, the Sub-advisor looks for well-managed companies whose stock prices are undervalued and that may rise in price before other investors realize their worth.</p>	Neuberger Berman Management Inc.
ALL-CAP GROWTH	<p><b>AST Alger All-Cap Growth:</b> <i>seeks long-term capital growth.</i> The Portfolio invests primarily in equity securities, such as common or preferred stocks, that are listed on U.S. exchanges or in the over-the-counter market. The Portfolio may invest in the equity securities of companies of all sizes, and may emphasize either larger or smaller companies at a given time based on the Sub-advisor's assessment of particular companies and market conditions.</p>	Fred Alger Management, Inc.
ALL-CAP VALUE	<p><b>AST Gabelli All-Cap Value:</b> <i>seeks capital growth.</i> The Portfolio pursues its objective by investing primarily in readily marketable equity securities including common stocks, preferred stocks and securities that may be converted at a later time into common stock. The Portfolio may invest in the securities of companies of all sizes, and may emphasize either larger or smaller companies at a given time based on the Sub-advisor's assessment of particular companies and market conditions. The Portfolio focuses on companies that appear underpriced relative to their private market value ("PMV"). PMV is the value that the Portfolio's Sub-advisor believes informed investors would be willing to pay for a company.</p>	GAMCO Investors, Inc.
SECTOR	<p><b>AST T. Rowe Price Natural Resources:</b> <i>seeks long-term capital growth primarily through the common stocks of companies that own or develop natural resources (such as energy products, precious metals and forest products) and other basic commodities.</i> The Portfolio normally invests primarily (at least 80% of its total assets) in the common stocks of natural resource companies whose earnings and tangible assets could benefit from accelerating inflation. The Portfolio looks for companies that have the ability to expand production, to maintain superior exploration programs and production facilities, and the potential to accumulate new resources. At least 50% of Portfolio assets will be invested in U.S. securities, up to 50% of total assets also may be invested in foreign securities.</p>	T. Rowe Price Associates, Inc.
LARGE CAP GROWTH	<p><b>AST Alliance Growth:</b> <i>seeks long-term capital growth.</i> The Portfolio invests at least 80% of its total assets in the equity securities of a limited number of large, carefully selected, high-quality U.S. companies that are judged likely to achieve superior earnings growth. Normally, about 40-60 companies will be represented in the Portfolio, with the 25 companies most highly regarded by the Sub-advisor usually constituting approximately 70% of the Portfolio's net assets. An emphasis is placed on identifying companies whose substantially above average prospective earnings growth is not fully reflected in current market valuations.</p>	Alliance Capital Management, L.P.
LARGE CAP GROWTH	<p><b>AST MFS Growth:</b> <i>seeks long-term capital growth and future income.</i> Under normal market conditions, the Portfolio invests at least 80% of its total assets in common stocks and related securities, such as preferred stocks, convertible securities and depositary receipts, of companies that the Sub-advisor believes offer better than average prospects for long-term growth. The Sub-advisor seeks to purchase securities of companies that it considers well-run and poised for growth. The Portfolio may invest up to 35% of its net assets in foreign securities.</p>	Massachusetts Financial Services Company

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
LARGE CAP GROWTH	<p><b>AST Marsico Capital Growth:</b> <i>seeks capital growth.</i> Income realization is not an investment objective and any income realized on the Portfolio's investments, therefore, will be incidental to the Portfolio's objective. The Portfolio will pursue its objective by investing primarily in common stocks of larger, more established companies. In selecting investments for the Portfolio, the Sub-advisor uses an approach that combines "top down" economic analysis with "bottom up" stock selection. The "top down" approach identifies sectors, industries and companies that should benefit from the trends the Sub-advisor has observed. The Sub-advisor then looks for individual companies with earnings growth potential that may not be recognized by the market at large, a "bottom up" stock selection.</p>	Marsico Capital Management, LLC
LARGE CAP GROWTH	<p><b>AST Goldman Sachs Concentrated Growth (f/k/a AST JanCap Growth):</b> <i>seeks growth of capital in a manner consistent with the preservation of capital.</i> Realization of income is not a significant investment consideration and any income realized on the Portfolio's investments, therefore, will be incidental to the Portfolio's objective. The Portfolio will pursue its objective by investing primarily in equity securities of companies that the Sub-advisor believes have potential to achieve capital appreciation over the long-term. The Portfolio seeks to achieve its investment objective by investing, under normal circumstances, in approximately 30 – 45 companies that are considered by the Sub-advisor to be positioned for long-term growth.</p>	Goldman Sachs Asset Management
LARGE CAP GROWTH	<p><b>AST DeAM Large-Cap Growth:</b> <i>seeks maximum growth of capital by investing primarily in the growth stocks of larger companies.</i> The Portfolio pursues its objective, under normal market conditions, by primarily investing at least 80% of its total assets in the equity securities of large-sized companies included in the Russell 1000® Growth Index. The Sub-advisor employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 1000® Growth Index, but which attempts to outperform the Russell 1000® Growth Index through active stock selection.</p>	Deutsche Asset Management, Inc.
LARGE CAP VALUE	<p><b>AST DeAM Large-Cap Value (f/k/a AST Janus Strategic Value):</b> <i>seeks maximum growth of capital by investing primarily in the value stocks of larger companies.</i> The Portfolio pursues its objective, under normal market conditions, by primarily investing at least 80% of the value of its assets in the equity securities of large-sized companies included in the Russell 1000® Value Index. The Sub-advisor employs an investment strategy designed to maintain a portfolio of equity securities which approximates the market risk of those stocks included in the Russell 1000® Value Index, but which attempts to outperform the Russell 1000® Value Index through active stock selection.</p>	Deutsche Asset Management, Inc.
LARGE CAP BLEND	<p><b>AST Alliance/Bernstein Growth + Value:</b> <i>seeks capital growth by investing approximately 50% of its assets in growth stocks of large companies and approximately 50% of its assets in value stocks of large companies.</i> The Portfolio will invest primarily in common stocks of large U.S. companies included in the Russell 1000® Index (the "Russell 1000®"). The Russell 1000® is a market capitalization-weighted index that measures the performance of the 1,000 largest U.S. companies. Normally, about 60-85 companies will be represented in the Portfolio, with 25-35 companies primarily from the Russell 1000® Growth Index constituting approximately 50% of the Portfolio's net assets and 35-50 companies primarily from the Russell 1000® Value Index constituting the remainder of the Portfolio's net assets. There will be a periodic rebalancing of each segment's assets to take account of market fluctuations in order to maintain the approximately equal allocation.</p>	Alliance Capital Management, L.P.
LARGE CAP VALUE	<p><b>AST Sanford Bernstein Core Value:</b> <i>seeks long-term capital growth by investing primarily in common stocks.</i> The Sub-advisor expects that the majority of the Portfolio's assets will be invested in the common stocks of large companies that appear to be undervalued. Among other things, the Portfolio seeks to identify compelling buying opportunities created when companies are undervalued on the basis of investor reactions to near-term problems or circumstances even though their long-term prospects remain sound. The Sub-advisor seeks to identify individual companies with earnings growth potential that may not be recognized by the market at large.</p>	Sanford C. Bernstein & Co., LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
REAL ESTATE (REIT)	<p><b>AST Cohen &amp; Steers Realty:</b> seeks to maximize total return through investment in real estate securities. The Portfolio pursues its investment objective by investing, under normal circumstances, at least 80% of its net assets in securities of real estate issuers. Under normal circumstances, the Portfolio will invest substantially all of its assets in the equity securities of real estate companies, i.e., a company that derives at least 50% of its revenues from the ownership, construction, financing, management or sale of real estate or that has at least 50% of its assets in real estate. Real estate companies may include real estate investment trusts or REITs.</p>	Cohen & Steers Capital Management, Inc.
MANAGED INDEX	<p><b>AST Sanford Bernstein Managed Index 500:</b> will invest, under normal circumstances, at least 80% of its net assets in securities included in the Standard &amp; Poor's 500 Composite Stock Price Index (the "S&amp;P<sup>®</sup> 500 "). The Portfolio seeks to outperform the S&amp;P 500 through stock selection resulting in different weightings of common stocks relative to the index. The Portfolio will invest primarily in the common stocks of companies included in the S&amp;P 500. In seeking to outperform the S&amp;P 500, the Sub-advisor starts with a portfolio of stocks representative of the holdings of the index. It then uses a set of fundamental quantitative criteria that are designed to indicate whether a particular stock will predictably perform better or worse than the S&amp;P 500. Based on these criteria, the Sub-advisor determines whether the Portfolio should over-weight, under-weight or hold a neutral position in the stock relative to the proportion of the S&amp;P 500 that the stock represents. In addition, the Sub-advisor also may determine that based on the quantitative criteria, certain equity securities that are not included in the S&amp;P 500 should be held by the Portfolio.</p>	Sanford C. Bernstein & Co., LLC
GROWTH AND INCOME	<p><b>AST American Century Income &amp; Growth:</b> seeks capital growth with current income as a secondary objective. The Portfolio invests primarily in common stocks that offer potential for capital growth, and may, consistent with its investment objective, invest in stocks that offer potential for current income. The Sub-advisor utilizes a quantitative management technique with a goal of building an equity portfolio that provides better returns than the S&amp;P 500 Index without taking on significant additional risk and while attempting to create a dividend yield that will be greater than the S&amp;P 500 Index.</p>	American Century Investment Management, Inc.
GROWTH AND INCOME	<p><b>AST Alliance Growth and Income:</b> seeks long-term growth of capital and income while attempting to avoid excessive fluctuations in market value. The Portfolio normally will invest in common stocks (and securities convertible into common stocks). The Sub-advisor will take a value-oriented approach, in that it will try to keep the Portfolio's assets invested in securities that are selling at reasonable valuations in relation to their fundamental business prospects. The stocks that the Portfolio will normally invest in are those of seasoned companies.</p>	Alliance Capital Management, L.P.
GROWTH AND INCOME	<p><b>AST MFS Growth with Income:</b> seeks long term growth of capital with a secondary objective to seek reasonable current income. Under normal market conditions, the Portfolio invests at least 65% of its net assets in common stocks and related securities, such as preferred stocks, convertible securities and depository receipts. The stocks in which the Portfolio invests generally will pay dividends. While the Portfolio may invest in companies of any size, the Portfolio generally focuses on companies with larger market capitalizations that the Sub-advisor believes have sustainable growth prospects and attractive valuations based on current and expected earnings or cash flow. The Portfolio may invest up to 20% of its net assets in foreign securities.</p>	Massachusetts Financial Services Company
EQUITY INCOME	<p><b>AST INVESCO Capital Income</b> (f/k/a AST INVESCO Equity Income): seeks capital growth and current income while following sound investment practices. The Portfolio seeks to achieve its objective by investing in securities that are expected to produce relatively high levels of income and consistent, stable returns. The Portfolio normally will invest at least 65% of its assets in dividend-paying common and preferred stocks of domestic and foreign issuers. Up to 30% of the Portfolio's assets may be invested in equity securities that do not pay regular dividends.</p>	INVESCO Funds Group, Inc.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
<b>BALANCED</b>	<b>AST DeAM Global Allocation:</b> seeks a high level of total return by investing primarily in a diversified portfolio of mutual funds. The Portfolio seeks to achieve its investment objective by investing in several other AST Portfolios ("Underlying Portfolios"). The Portfolio intends its strategy of investing in combinations of Underlying Portfolios to result in investment diversification that an investor could otherwise achieve only by holding numerous investments. The Portfolio is expected to be invested in at least six such Underlying Portfolios at any time. It is expected that the investment objectives of such AST Portfolios will be diversified.	Deutsche Asset Management, Inc.
<b>BALANCED</b>	<b>AST American Century Strategic Balanced:</b> seeks capital growth and current income. The Sub-advisor intends to maintain approximately 60% of the Portfolio's assets in equity securities and the remainder in bonds and other fixed income securities. Both the Portfolio's equity and fixed income investments will fluctuate in value. The equity securities will fluctuate depending on the performance of the companies that issued them, general market and economic conditions, and investor confidence. The fixed income investments will be affected primarily by rising or falling interest rates and the credit quality of the issuers.	American Century Investment Management, Inc.
<b>ASSET ALLOCA- TION</b>	<b>AST T. Rowe Price Asset Allocation:</b> seeks a high level of total return by investing primarily in a diversified portfolio of fixed income and equity securities. The Portfolio normally invests approximately 60% of its total assets in equity securities and 40% in fixed income securities. The Sub-advisor concentrates common stock investments in larger, more established companies, but the Portfolio may include small and medium-sized companies with good growth prospects. The fixed income portion of the Portfolio will be allocated among investment grade securities, high yield or "junk" bonds, foreign high quality debt securities and cash reserves.	T. Rowe Price Associates, Inc.
<b>GLOBAL BOND</b>	<b>AST T. Rowe Price Global Bond:</b> seeks to provide high current income and capital growth by investing in high-quality foreign and U.S. dollar-denominated bonds. The Portfolio will invest at least 80% of its total assets in all types of high quality bonds including those issued or guaranteed by U.S. or foreign governments or their agencies and by foreign authorities, provinces and municipalities as well as investment grade corporate bonds and mortgage and asset-backed securities of U.S. and foreign issuers. The Portfolio generally invests in countries where the combination of fixed-income returns and currency exchange rates appears attractive, or, if the currency trend is unfavorable, where the Sub-advisor believes that the currency risk can be minimized through hedging. The Portfolio may also invest up to 20% of its assets in the aggregate in below investment-grade, high-risk bonds ("junk bonds"). In addition, the Portfolio may invest up to 30% of its assets in mortgage-backed (including derivatives, such as collateralized mortgage obligations and stripped mortgage securities) and asset-backed securities.	T. Rowe Price International, Inc.
<b>HIGH YIELD BOND</b>	<b>AST Federated High Yield:</b> seeks high current income by investing primarily in a diversified portfolio of fixed income securities. The Portfolio will invest at least 80% of its assets in fixed income securities rated BBB and below. These fixed income securities may include preferred stocks, convertible securities, bonds, debentures, notes, equipment lease certificates and equipment trust certificates. A fund that invests primarily in lower-rated fixed income securities will be subject to greater risk and share price fluctuation than a typical fixed income fund, and may be subject to an amount of risk that is comparable to or greater than many equity funds.	Federated Investment Counseling

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
BOND	<p><b>AST Lord Abnett Bond-Debenture:</b> <i>seeks high current income and the opportunity for capital appreciation to produce a high total return.</i> To pursue its objective, the Portfolio will invest, under normal circumstances, at least 80% of the value of its assets in fixed income securities and normally invests primarily in high yield and investment grade debt securities, securities convertible in common stock and preferred stocks. The Portfolio may find good value in high yield securities, sometimes called "lower-rated bonds" or "junk bonds," and frequently may have more than half of its assets invested in those securities. At least 20% of the Portfolio's assets must be invested in any combination of investment grade debt securities, U.S. Government securities and cash equivalents. The Portfolio may also make significant investments in mortgage-backed securities. Although the Portfolio expects to maintain a weighted average maturity in the range of five to twelve years, there are no restrictions on the overall Portfolio or on individual securities. The Portfolio may invest up to 20% of its net assets in equity securities.</p>	Lord, Abnett & Co. LLC
BOND	<p><b>AST DeAM Bond:</b> <i>seeks a high level of income, consistent with the preservation of capital.</i> Under normal circumstances, the Portfolio invests at least 80% of its total assets in intermediate-term U.S. Treasury, corporate, mortgage-backed and asset-backed, taxable municipal and tax-exempt municipal bonds. The Portfolio invests primarily in investment grade fixed income securities rated within the top three rating categories of a nationally recognized rating organization. Fixed income securities may be issued by U.S. and foreign corporations or entities including banks and various government entities.</p>	Deutsche Asset Management, Inc.
BOND	<p><b>AST PIMCO Total Return Bond:</b> <i>seeks to maximize total return consistent with preservation of capital and prudent investment management.</i> The Portfolio will invest in a diversified portfolio of fixed-income securities of varying maturities. The average portfolio duration of the Portfolio generally will vary within a three- to six-year time frame based on the Sub-advisor's forecast for interest rates.</p>	Pacific Investment Management Company LLC
BOND	<p><b>AST PIMCO Limited Maturity Bond:</b> <i>seeks to maximize total return consistent with preservation of capital and prudent investment management.</i> The Portfolio will invest in a diversified portfolio of fixed-income securities of varying maturities. The average portfolio duration of the Portfolio generally will vary within a one- to three-year time frame based on the Sub-advisor's forecast for interest rates.</p>	Pacific Investment Management Company LLC
MONEY MARKET	<p><b>AST Money Market:</b> <i>seeks high current income and maintain high levels of liquidity.</i> The Portfolio attempts to accomplish its objective by maintaining a dollar-weighted average maturity of not more than 90 days and by investing in securities which have effective maturities of not more than 397 days.</p>	Wells Capital Management, Inc.
EMERGING MARKETS	<p><b>Montgomery Variable Series – Emerging Markets:</b> <i>seeks long-term capital appreciation, under normal conditions by investing at least 80% of its total assets in stocks of companies of any size based in the world's developing economies.</i> Under normal market conditions, investments are maintained in at least six countries at all times and no more than 35% of total assets in any single one of them.</p>	Gartmore Global Asset Management Trust/Gartmore Global Partners
LARGE CAP EQUITY	<p><b>WFVT Equity Value:</b> <i>seeks long-term capital appreciation and above-average dividend income.</i> The Portfolio pursues its objective by investing primarily in equity securities of U.S. companies with strong return potential based on current market valuations. Under normal circumstances, the Portfolio invests at least 80% of its assets in equity securities with the same characteristics as common stocks, and in preferred stocks, warrants, and securities of foreign companies through ADRs and similar investments.</p>	Wells Fargo Funds Management, LLC
EQUITY INCOME	<p><b>WFVT Equity Income:</b> <i>seeks long-term capital appreciation and above-average dividend income.</i> The Portfolio pursues its objective primarily by investing in the common stocks of large, domestic companies with above-average return potential based on current market valuations and above-average dividend income. Under normal market conditions, the Portfolio invests at least 80% of its total assets in income producing equity securities and in issues of companies with market capitalizations of \$3 billion or more.</p>	Wells Fargo Funds Management, LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
STRATEGIC OR TACTICAL ALLOCA- TION	<p><b>Rydex Variable Trust – Nova:</b> seeks to provide investment results that match the performance of a specific benchmark on a daily basis. The Portfolio's current benchmark is 150% of the performance of the S&amp;P 500<sup>®</sup> Index (the "underlying index"). If the Portfolio meets its objective, the value of the Portfolio's shares will tend to increase on a daily basis by 150% of the value of any increase in the underlying index. When the value of the underlying index declines, the value of the Portfolio's shares should also decrease on a daily basis by 150% of the value of any decrease in the underlying index (e.g., if the underlying index goes down by 5%, the value of the Portfolio's shares should go down by 7.5% on that day). Unlike a traditional index fund, as its primary investment strategy, the Portfolio invests to a significant extent in leveraged instruments, such as swap agreements, futures contracts and options on securities, futures contracts, and stock indices, as well as equity securities.</p>	Rydex Global Advisors (f/k/a PADCO Advisors II, Inc.)
STRATEGIC OR TACTICAL ALLOCA- TION	<p><b>Rydex Variable Trust – Ursa:</b> seeks to provide investment results that will inversely correlate to the performance of the S&amp;P 500<sup>®</sup> Index (the "underlying index"). If the Portfolio meets its objective, the value of the Portfolio's shares will tend to increase during times when the value of the underlying index is decreasing. When the value of the underlying index is increasing, however, the value of the Portfolio's shares should decrease on a daily basis by an inversely proportionate amount (e.g., if the underlying index goes up by 5%, the value of the Portfolio's shares should go down by 5% on that day). Unlike a traditional index fund, the Portfolio's benchmark is to perform exactly opposite the underlying index, and the Ursa Fund will not own the securities included in the underlying index. Instead, as its primary investment strategy, the Portfolio invests to a significant extent in short sales of securities or futures contracts and in options on securities, futures contracts, and stock indices.</p>	Rydex Global Advisors (f/k/a PADCO Advisors II, Inc.)
STRATEGIC OR TACTICAL ALLOCA- TION	<p><b>Rydex Variable Trust – OTC:</b> seeks to provide investment results that correspond to a benchmark for over-the-counter securities. The Portfolio's current benchmark is the NASDAQ 100 Index<sup>®</sup> (the "underlying index"). If the Portfolio meets its objective, the value of the Portfolio's shares should increase on a daily basis by the amount of any increase in the value of the underlying index. However, when the value of the underlying index declines, the value of the Portfolio's shares should also decrease on a daily basis by the amount of the decrease in value of the underlying index. The Portfolio invests principally in securities of companies included in the underlying index. It also may invest in other instruments whose performance is expected to correspond to that of the underlying index, and may engage in futures and options transactions and enter into swap agreements.</p>	Rydex Global Advisors (f/k/a PADCO Advisors II, Inc.)
MID-CAP EQUITY	<p><b>INVESCO Variable Investment Funds – Dynamics:</b> seek long-term capital growth. The Portfolio invests at least 65% of its assets in common stocks of mid-sized companies. INVESCO defines mid-sized companies as companies that are included in the Russell Midcap Growth Index at the time of purchase, or if not included in that Index, have market capitalizations of between \$2.5 billion and \$15 billion at the time of purchase. The core of the Portfolio's investments are in securities of established companies that are leaders in attractive growth markets with a history of strong returns. The remainder of the Portfolio is invested in securities of companies that show accelerating growth, driven by product cycles, favorable industry or sector conditions, and other factors that INVESCO believes will lead to rapid sales or earnings growth.</p>	INVESCO Funds Group, Inc.
SECTOR	<p><b>INVESCO Variable Investment Funds – Technology:</b> seeks capital growth. The Portfolio normally invests 80% of its net assets in the equity securities and equity-related instruments of companies engaged in technology-related industries. These include, but are not limited to, various applied technologies, hardware, software, semiconductors, telecommunications equipment and services and service-related companies in information technology. Many of these products and services are subject to rapid obsolescence, which may lower market value of the securities of the companies in this sector. At any given time, 20% of the Portfolio's assets is not required to be invested in the sector.</p>	INVESCO Funds Group, Inc.

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
SECTOR	<b>INVESCO Variable Investment Funds – Health Sciences:</b> <i>seeks capital growth.</i> The Portfolio normally invests at least 80% of its net assets in the equity securities and equity-related instruments of companies that develop, produce or distribute products or services related to health care. These companies include, but are not limited to, medical equipment or supplies, pharmaceuticals, biotechnology and healthcare providers and service companies. At any given time, 20% of the Portfolio's assets is not required to be invested in the sector.	INVESCO Funds Group, Inc.
SECTOR	<b>INVESCO Variable Investment Funds – Financial Services:</b> <i>seeks capital growth.</i> The Portfolio normally invests at least 80% of its net assets in the equity securities and equity-related instruments of companies involved in the financial services sector. These companies include, but are not limited to, banks (regional and money-centers), insurance companies (life, property and casualty, and multiline), investment and miscellaneous industries (asset managers, brokerage firms, and government-sponsored agencies) and suppliers to financial services companies. At any given time, 20% of the Portfolio's assets is not required to be invested in the sector.	INVESCO Funds Group, Inc.
SECTOR	<b>INVESCO Variable Investment Funds – Telecommunications:</b> <i>seeks capital growth and current income.</i> The Portfolio normally invests 80% of its net assets in the equity securities and equity-related instruments of companies engaged in the design, development, manufacture, distribution, or sale of communications services and equipment, and companies that are involved in supplying equipment or services to such companies. The telecommunications sector includes, but is not limited to, companies that offer telephone services, wireless communications, satellite communications, television and movie programming, broadcasting and Internet access. Many of these products and services are subject to rapid obsolescence, which may lower the market value of the securities of the companies in this sector. At any given time, 20% of the Portfolio's assets is not required to be invested in the sector.	INVESCO Funds Group, Inc.
GLOBAL EQUITY	<b>Evergreen VA Global Leaders:</b> <i>seeks to provide investors with long-term capital growth.</i> The Portfolio normally invests at least 65% of its assets in a diversified portfolio of U.S. and non-U.S. equity securities of companies located in the world's major industrialized countries. The Portfolio will invest in no less than three countries, which may include the U.S., but may invest more than 25% of its assets in one country. The Portfolio invests only in the best 100 companies, which are selected by the Portfolio's manager based on as high return on equity, consistent earnings growth, established market presence and industries or sectors with significant growth prospects.	Evergreen Investment Management Company, LLC
SMALL CAP EQUITY	<b>Evergreen VA Special Equity:</b> <i>seeks capital growth.</i> The Portfolio normally invests at least 80% of its assets in common stocks of small U.S. companies (i.e., companies whose market capitalizations fall within the range of the Russell 2000 <sup>®</sup> Index, at the time of purchase). The remaining 20% of the Portfolio's assets may be represented by cash or invested in various cash equivalents. The Portfolio's manager selects stocks of companies which it believes have the potential for accelerated growth in earnings and price.	Evergreen Investment Management Company, LLC
MID-CAP EQUITY	<b>Evergreen VA Omega:</b> <i>seeks long-term capital growth.</i> The Portfolio invests primarily in common stocks and securities convertible into common stocks of U.S. companies across all market capitalizations. The Portfolio's managers employ a growth style of equity management. "Growth" stocks are stocks of companies that the Portfolio's managers believe have anticipated earnings ranging from steady to accelerated growth.	Evergreen Investment Management Company, LLC
INTERNATIONAL EQUITY	<b>ProFund VP Europe 30:</b> <i>seeks daily investment results, before fees and expenses, that correspond to the daily performance of the ProFunds Europe 30 Index.</i> The ProFunds Europe 30 Index, created by ProFund Advisors, is composed of 30 companies whose principal offices are located in Europe and whose securities are traded on U.S. exchanges or on the NASDAQ as depositary receipts or ordinary shares. The component companies in the ProFunds Europe 30 Index are determined annually based upon their U.S. dollar-traded volume. Their relative weights are determined based on a modified market capitalization method.	ProFund Advisors LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
INTERNATIONAL EQUITY	<b>ProFund VP Asia 30:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the ProFunds Asia 30 Index. The ProFunds Asia 30 Index, created by ProFund Advisors, is composed of 30 of the companies whose principal offices are located in the Asia/Pacific region, excluding Japan, and whose securities are traded on U.S. exchanges or on the NASDAQ as depository receipts or ordinary shares. The component companies in the ProFunds Asia 30 Index are determined annually based upon their U.S. dollar-traded volume. Their relative weights are determined based on the modified market capitalization method.	ProFund Advisors LLC
INTERNATIONAL EQUITY	<b>ProFund VP Japan:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Nikkei 225 Stock Average. Since the Japanese markets are not open when ProFund VP Japan values its shares, ProFund VP Japan determines its success in meeting this investment objective by comparing its daily return on a given day with the daily performance of related futures contracts traded in the United States. The Nikkei 225 Stock Average is a price-weighted index of 225 large, actively traded Japanese stocks traded on the Tokyo Stock Exchange. The Index is computed and distributed by the Nihon Keizai Shimbun.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Banks:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Banks Sector Index. The Dow Jones U.S. Banks Index measures the performance of the banking industry of the U.S. equity market. Component companies include all regional and major U.S. domiciled international banks, savings and loans, savings banks, thrifts, building associations and societies. Investment and merchant banks are excluded.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Basic Materials:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Basic Materials Sector Index. The Dow Jones U.S. Basic materials Sector Index measures the performance of the basic materials economic sector of the U.S. equity market. Component companies are involved in the production of aluminum, commodity chemicals, specialty chemicals, forest products, non-ferrous metals, paper products, precious metals and steel.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Biotechnology:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Biotechnology Index. The Dow Jones U.S. Biotechnology Index measures the performance of the biotechnology industry of the U.S. equity market. Component companies include those engaged in genetic research, and/or the marketing and development of recombinant DNA products. Makers of artificial blood and contract biotechnology researchers are also included in the Index.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Consumer Cyclical:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Consumer Cyclical Sector Index. The Dow Jones U.S. Consumer Cyclical Sector Index measures the performance of the consumer cyclical economic sector of the U.S. equity market. Component companies include airlines, auto manufacturers, auto parts, tires, casinos, consumer electronics, recreational products and services, restaurants, lodging, toys, home construction, home furnishings and appliances, footwear, clothing and fabrics.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Consumer Non-Cyclical:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Consumer Non-Cyclical Sector Index. The Dow Jones U.S. Consumer Non-Cyclical Sector Index measures the performance of the consumer non-cyclical economic sector of the U.S. equity market. Component companies include beverage companies, consumer service companies, durable and non-durable household product manufacturers, cosmetic companies, food products and agriculture and tobacco products.	ProFund Advisors LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
SECTOR	<b>ProFund VP Energy:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Energy Sector Index. The Dow Jones U.S. Energy Sector Index measures the performance of the energy sector of the U.S. equity market. Component companies include oil drilling equipment and services, coal, oil companies-major, oil companies-secondary, pipelines, liquid, solid or gaseous fossil fuel producers and service companies.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Financial:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Financial Sector Index. The Dow Jones U.S. Financial Sector Index measures the performance of the financial services economic sector of the U.S. equity market. Component companies include regional banks, major U.S. domiciled international banks, full line, life, and property and casualty insurance companies, companies that invest, directly or indirectly in real estate, diversified financial companies such as Fannie Mae, credit card insurers, check cashing companies, mortgage lenders, investment advisers and securities broker-dealers, investment banks, merchant banks, online brokers, publicly traded stock exchanges.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Healthcare:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Healthcare Sector Index. The Dow Jones U.S. healthcare Sector Index measures the performance of the healthcare economic sector of the U.S. equity market. Component companies include health care providers, biotechnology companies, medical supplies, advanced medical devices and pharmaceuticals.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Industrial:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Industrial Sector Index. The Dow Jones U.S. Industrial Sector Index measures the performance of the industrial economic sector of the U.S. equity market. Component companies include building materials, heavy construction, factory equipment, heavy machinery, industrial services, pollution control, containers and packaging, industrial diversified, air freight, marine transportation, railroads, trucking, land-transportation equipment, shipbuilding, transportation services, advanced industrial equipment, electric components and equipment, and aerospace.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Internet:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Internet Index. The Dow Jones Composite Internet Index measures the performance of stocks in the U.S. equity markets that generate the majority of their revenues from the Internet. The Index is composed of two sub-groups: Internet Commerce – companies that derive the majority of their revenues from providing goods and/or services through an open network, such as a web site; and Internet Services – companies that derive the majority of their revenues from providing access to the Internet or providing services to people using the Internet.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Pharmaceuticals:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Pharmaceuticals Sector Index. The Dow Jones U.S. Pharmaceuticals Index measures the performance of the pharmaceuticals industry of the U.S. equity market. Component companies include the makers of prescription and over-the-counter drugs, such as aspirin, cold remedies, birth control pills, and vaccines, as well as companies engaged in contract drug research..	ProFund Advisors LLC
SECTOR	<b>ProFund VP Precious Metals:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Philadelphia Stock Exchange Gold & Silver Sector Index. The Philadelphia Stock Exchange Gold and Silver Sector Index measures the performance of the gold and silver mining industry of the global equity market. Component companies include companies involved in the mining and production of gold, silver, and other precious metals, precious stones and pearls. The Index does not include producers of commemorative medals and coins that are made of these metals.	ProFund Advisors LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
SECTOR	<b>ProFund VP Real Estate:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Real Estate Index. The Dow Jones U.S. Real Estate Index measures the performance of the real estate industry of the U.S. equity market. Component companies include those that invest directly or indirectly through development, management or ownership of shopping malls, apartment buildings, housing developments and, real estate investment trusts ("REITs") that invest in apartments, office and retail properties. REITs are passive investment vehicles that invest primarily in income-producing real estate or real estate related loans or interests.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Semiconductor:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Semiconductor Index. The Dow Jones U.S. Semiconductor Index measures the performance of the semiconductor industry of the U.S. equity market. Component companies are engaged in the production of semiconductors and other integrated chips, as well as other related products such as circuit boards and motherboards.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Technology:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Technology Sector Index. The Dow Jones U.S. Technology Sector Index measures the performance of the technology sector of the U.S. equity market. Component companies include those involved in computers and office equipment, software, communications technology, semiconductors, diversified technology services and internet services.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Telecommunications:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Telecommunications Sector Index. The Dow Jones U.S. Telecommunications Sector Index measures the performance of the telecommunications economic sector of the U.S. equity market. Component companies include fixed line communications and wireless communications companies.	ProFund Advisors LLC
SECTOR	<b>ProFund VP Utilities:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the Dow Jones U.S. Utilities Sector Index. The Dow Jones U.S. Utilities Sector Index measures the performance of the utilities economic sector of the U.S. equity market. Component companies include electric utilities, gas utilities and water utilities.	ProFund Advisors LLC
<b>THE PROFUND VP PORTFOLIOS DESCRIBED BELOW ARE AVAILABLE AS SUB-ACCOUNTS TO ALL ANNUITY OWNERS. EACH PORTFOLIO PURSUES AN INVESTMENT STRATEGY THAT SEEKS TO PROVIDE DAILY INVESTMENT RESULTS, BEFORE FEES AND EXPENSES, THAT MATCH A WIDELY FOLLOWED INDEX, INCREASE BY A SPECIFIED FACTOR RELATIVE TO THE INDEX, MATCH THE INVERSE OF THE INDEX OR THE INVERSE OF THE INDEX MULTIPLIED BY A SPECIFIED FACTOR. THE INVESTMENT STRATEGY OF SOME OF THE PORTFOLIOS MAY MAGNIFY (BOTH POSITIVELY AND NEGATIVELY) THE DAILY INVESTMENT RESULTS OF THE APPLICABLE INDEX. IT IS RECOMMENDED THAT ONLY THOSE ANNUITY OWNERS WHO ENGAGE A FINANCIAL ADVISOR TO ALLOCATE THEIR ACCOUNT VALUE USING A STRATEGIC OR TACTICAL ASSET ALLOCATION STRATEGY INVEST IN THESE PORTFOLIOS. WE HAVE ARRANGED THE PORTFOLIOS BASED ON THE INDEX ON WHICH IT'S INVESTMENT STRATEGY IS BASED.</b>		
<b>The S&amp;P 500 Index<sup>®</sup> is a widely used measure of large-cap U.S. stock market performance. It includes a representative sample of leading companies in leading industries. Companies are selected for inclusion in the Index by Standard &amp; Poor's<sup>®</sup> for being U.S. companies with adequate liquidity, appropriate market capitalization financial viability and public float.</b>		
S&P 500	<b>ProFund VP Bull:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the S&P 500 <sup>®</sup> Index.	ProFund Advisors LLC
S&P 500	<b>ProFund VP Bear:</b> seeks daily investment results, before fees and expenses, that correspond to the inverse (opposite) of the daily performance of the S&P 500 <sup>®</sup> Index. If ProFund VP Bear is successful in meeting its objective, its net asset value should gain approximately the same, on a percentage basis, as any decrease in the S&P 500 <sup>®</sup> Index when the Index declines on a given day. Conversely, its net asset value should lose approximately the same, on a percentage basis, as any increase in the Index when the Index rises on a given day.	ProFund Advisors LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
S&P 500	<b>ProFund VP UltraBull</b> (f/k/a ProFund VP Bull Plus): <i>seeks daily investment results, before fees and expenses, that correspond to twice (200%) the daily performance of the S&amp;P 500<sup>®</sup> Index. If the ProFund VP UltraBull is successful in meeting its objective, its net asset value should gain approximately twice as much, on a percentage basis, as the S&amp;P 500<sup>®</sup> Index when the Index rises on a given day. Conversely, its net asset value should lose approximately twice as much, on a percentage basis, as the Index when the Index declines on a given day. Prior to May 1, 2003, ProFund VP UltraBull was named "ProFund VP Bull Plus" and sought daily investment results that corresponded to one and one-half times the daily performance of the S&amp;P 500<sup>®</sup> Index</i>	ProFund Advisors LLC
<b>The NASDAQ-100 Index<sup>®</sup> is a market capitalization weighted index that includes 100 of the largest domestic and international non-financial companies listed on The NASDAQ Stock Market.</b>		
NASDAQ 100	<b>ProFund VP OTC:</b> <i>seeks daily investment results, before fees and expenses, that correspond to the daily performance of the NASDAQ-100 Index<sup>®</sup>. "OTC" in the name of ProFund VP OTC refers to securities that do not trade on a U.S. securities exchange, as registered under the Securities Exchange Act of 1934.</i>	ProFund Advisors LLC
NASDAQ 100	<b>ProFund VP Short OTC:</b> <i>seeks daily investment results, before fees and expenses, that correspond to the inverse (opposite) of the daily performance of the NASDAQ-100 Index<sup>®</sup>. If ProFund VP Short OTC is successful in meeting its objective, its net asset value should gain approximately the same, on a percentage basis, as any decrease in the NASDAQ-100 Index<sup>®</sup> when the Index declines on a given day. Conversely, its net asset value should lose approximately the same, on a percentage basis, as any increase in the Index when the Index rises on a given day. "OTC" in the name of ProFund VP Short OTC refers to securities that do not trade on a U.S. securities exchange, as registered under the Securities Exchange Act of 1934.</i>	ProFund Advisors LLC
NASDAQ 100	<b>ProFund VP UltraOTC:</b> <i>seeks daily investment results, before fees and expenses, that correspond to twice (200%) the daily performance of the NASDAQ-100 Index<sup>®</sup>. If ProFund VP UltraOTC is successful in meeting its objective, its net asset value should gain approximately twice as much, on a percentage basis, as the NASDAQ-100 Index<sup>®</sup> when the Index rises on a given day. Conversely, its net asset value should lose approximately twice as much, on a percentage basis, as the Index when the Index declines on a given day. "OTC" in the name of ProFund VP UltraOTC refers to securities that do not trade on a U.S. securities exchange, as registered under the Securities Exchange Act of 1934.</i>	ProFund Advisors LLC
<b>The S&amp;P MidCap 400 Index<sup>®</sup> is a widely used measure of mid-sized company U.S. stock market performance. Companies are selected for inclusion in the Index by Standard &amp; Poor's<sup>®</sup> for being U.S. companies with adequate liquidity, appropriate market capitalization, financial viability and public float.</b>		
S&P MIDCAP 400	<b>ProFund VP Mid-Cap Value:</b> <i>seeks daily investment results, before fees and expenses, that correspond to the daily performance of the S&amp;P MidCap 400/Barra Value Index<sup>®</sup>. The S&amp;P MidCap400/Barra Value Index<sup>®</sup> is designed to differentiate between fast growing companies and slower growing or undervalued companies. Standard &amp; Poor's and Barra cooperate to employ a price-to-book value calculation whereby the market capitalization of the S&amp;P MidCap 400 Index<sup>®</sup> is divided equally between growth and value. The Index is rebalanced twice per year.</i>	ProFund Advisors LLC
S&P MIDCAP 400	<b>ProFund VP Mid-Cap Growth:</b> <i>seeks daily investment results, before fees and expenses, that correspond to the daily performance of the S&amp;P MidCap 400/Barra Growth Index<sup>®</sup>. The S&amp;P MidCap 400/Barra Growth Index<sup>®</sup> is designed to differentiate between fast growing companies and slower growing or undervalued companies. Standard &amp; Poor's and Barra cooperate to employ a price-to-book value calculation whereby the market capitalization of the S&amp;P MidCap 400 Index<sup>®</sup> is divided equally between growth and value. The Index is rebalanced twice per year..</i>	ProFund Advisors LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
<b>S&amp;P MIDCAP 400</b>	<b>ProFund VP UltraMid-Cap:</b> seeks daily investment results, before fees and expenses, that correspond to twice (200%) the daily performance of the S&P MidCap 400 Index <sup>®</sup> . If ProFund VP UltraMid-Cap is successful in meeting its objective, its net asset value should gain approximately twice as much, on a percentage basis, as the S&P MidCap 400 Index <sup>®</sup> when the Index rises on a given day. Conversely, its net asset value should lose approximately twice as much, on a percentage basis, as the Index when the Index declines on a given day.	ProFund Advisors LLC
<b>The S&amp;P SmallCap 600 Index<sup>®</sup> consists of 600 domestic stocks chosen for market size, liquidity, and industry group representation. The Index comprises stocks from the industrial, utility, financial, and transportation sectors.</b>		
<b>S&amp;P SMALLCAP 600</b>	<b>ProFund VP Small-Cap Value:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the S&P SmallCap 600/Barra Value Index <sup>®</sup> . The S&P SmallCap 600/Barra Value Index <sup>®</sup> is designed to differentiate between fast growing companies and slower growing or undervalued companies. Standard & Poor's and Barra cooperate to employ a price-to-book value calculation whereby the market capitalization of the S&P SmallCap 600 Index <sup>®</sup> is divided equally between growth and value. The Index is rebalanced twice per year.	ProFund Advisors LLC
<b>S&amp;P SMALLCAP 600</b>	<b>ProFund VP Small-Cap Growth:</b> seeks daily investment results, before fees and expenses, that correspond to the daily performance of the S&P SmallCap 600/Barra Growth Index <sup>®</sup> . The S&P SmallCap 600/Barra Growth Index <sup>®</sup> is designed to differentiate between fast growing companies and slower growing or undervalued companies. Standard & Poor's and Barra cooperate to employ a price-to-book value calculation whereby the market capitalization-of the S&P SmallCap 600 Index <sup>®</sup> is divided equally between growth and value. The Index is rebalanced twice per year.	ProFund Advisors LLC
<b>The Russell 2000 Index<sup>®</sup> measures the performance of the 2,000 small companies in the Russell 3000 Index<sup>®</sup> representing approximately 8% of the total market capitalization of the Russell 3000 Index<sup>®</sup>, which in turn represents approximately 98% of the investable U.S. equity market.</b>		
<b>RUSSELL 2000</b>	<b>ProFund VP UltraSmall-Cap:</b> seeks daily investment results, before fees and expenses, that correspond to twice (200%) the daily performance of the Russell 2000 <sup>®</sup> Index. If ProFund VP UltraSmall-Cap is successful in meeting its objective, its net asset value should gain approximately twice as much, on a percentage basis, as the Russell 2000 Index <sup>®</sup> when the Index rises on a given day. Conversely, its net asset value should lose approximately twice as much, on a percentage basis, as the Index when the Index declines on a given day.	ProFund Advisors LLC
<b>U.S. GOV'T BOND</b>	<b>ProFund VP U.S. Government Plus:</b> seeks daily investment results, before fees and expenses, that correspond to one and one-quarter times (125%) the daily price movement of the most recently issued 30-year U.S. Treasury Bond ("Long Bond"). In accordance with its stated objective, the net asset value of ProFund VP U.S. Government Plus generally should decrease as interest rates rise. If ProFund VP U.S. Government Plus is successful in meeting its objective, its net asset value should gain approximately one and one-quarter times (125%) as much, on a percentage basis, as any daily increase in the Long Bond on a given day. Conversely, its net asset value should lose approximately one and one-quarter (125%) as much, on a percentage basis, as any daily decrease in the Long Bond on a given day.	ProFund Advisors LLC
<b>U.S. GOV'T BOND</b>	<b>ProFund VP Rising Rates Opportunity:</b> seeks daily investment results, before fees and expenses, that correspond to one and one-quarter times (125%) the inverse (opposite) of the daily price movement of the most recently issued Long Bond. In accordance with its stated objective, the net asset value of ProFund VP rising Rates Opportunity generally should decrease as interest rates fall. If ProFund VP Rising Rates Opportunity is successful in meeting its objective, its net asset value should gain approximately one and one-quarter times (125%) as much, on a percentage basis, as any daily decrease in the Long Bond on a given day. Conversely, its net asset value should lose approximately one and one-quarter times (125%) as much, on a percentage basis, as any daily increase in the Long Bond on a given day.	ProFund Advisors LLC

STYLE/ TYPE	INVESTMENT OBJECTIVES/POLICIES	PORTFOLIO ADVISOR/ SUB-ADVISOR
<p>Each portfolio of the First Defined Portfolio Fund LLC invests in the securities of a relatively few number of issuers or in a particular sector of the economy. Since the assets of each portfolio are invested in a limited number of issuers or a limited sector of the economy, the net asset value of the portfolio may be more susceptible to a single adverse economic, political or regulatory occurrence. Certain of the portfolios may also be subject to additional market risk due to their policy of investing based on an investment strategy and generally not buying or selling securities in response to market fluctuations. Each portfolio's relative lack of diversity and limited ongoing management may subject Owners to greater market risk than other portfolios.</p>		
<p>The stock selection date for each of the strategy Portfolios of the First Defined Portfolio Fund LLC is on or about December 31<sup>st</sup> of each year. The holdings for each strategy Portfolio will be adjusted annually on or about December 31<sup>st</sup> in accordance with the Portfolio's investment strategy. At that time, the percentage relationship among the shares of each issuer held by the Portfolio is established. Through the next one-year period that percentage will be maintained as closely as practicable when the Portfolio makes subsequent purchases and sales of the securities.</p>		
<p><b>LARGE CAP BLEND</b></p>	<p><b>First Trust<sup>®</sup> 10 Uncommon Values:</b> <i>seeks to provide above-average capital appreciation.</i> The Portfolio seeks to achieve its objective by investing primarily in the ten common stocks selected by the Investment Policy Committee of Lehman Brothers Inc. ("Lehman Brothers") with the assistance of the Research Department of Lehman Brothers which, in their opinion have the greatest potential for capital appreciation during the next year. The stocks included in the Portfolio are adjusted annually on or about July 1<sup>st</sup> in accordance with the selections of Lehman Brothers.</p>	<p>First Trust Advisors L.P.</p>
<p><b>INTERNATIONAL EQUITY</b></p>	<p><b>The Prudential Series Fund, Inc. - SP Jennison International Growth:</b> <i>seeks to provide long-term growth of capital.</i> The Portfolio pursues its objective by investing in equity-related securities of foreign issuers that the Sub-advisor believes will increase in value over a period of years. The Portfolio invests primarily in the common stock of large and medium-sized foreign companies. Under normal circumstances, the Portfolio invests at least 65% of its total assets in common stock of foreign companies operating or based in at least five different countries. The Portfolio looks primarily for stocks of companies whose earnings are growing at a faster rate than other companies and that have above-average growth in earnings and cash flow, improving profitability, strong balance sheets, management strength and strong market share for its products. The Portfolio also tries to buy such stocks at attractive prices in relation to their growth prospects.</p>	<p>Prudential Investments LLC/ Jennison Associates LLC</p>

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The First Trust<sup>®</sup> 10 Uncommon Values portfolio is not sponsored or created by Lehman Brothers, Inc. ("Lehman Brothers"). Lehman Brothers' only relationship to First Trust is the licensing of certain trademarks and trade names of Lehman Brothers and of the "10 Uncommon Values" which is determined, composed and calculated by Lehman Brothers without regard to First Trust or the First Trust<sup>®</sup> 10 Uncommon Values portfolio.

Dow Jones has no relationship to the ProFunds VP, other than the licensing of the Dow Jones sector indices and its service marks for use in connection with the ProFunds VP. The ProFunds VP are not sponsored, endorsed, sold, or promoted by Standard & Poor's or NASDAQ, and neither Standard & Poor's nor NASDAQ makes any representations regarding the advisability of investing in the ProFunds VP.

**WHAT ARE THE FIXED INVESTMENT OPTIONS?**

We offer fixed investment options of different durations during the accumulation period. These "Fixed Allocations" earn a guaranteed fixed rate of interest for a specified period of time, called the "Guarantee Period." In most states, we offer Fixed Allocations with Guarantee Periods from 1 to 10 years. We may also offer special purpose Fixed Allocations for use with certain optional investment programs. We guarantee the fixed rate for the entire Guarantee Period. However, if you withdraw or transfer Account Value before the end of the Guarantee Period, we will adjust the value of your withdrawal or transfer based on a formula, called a "Market Value Adjustment." The Market Value Adjustment can either be positive or negative, depending on the rates that are currently being credited on Fixed Allocations. Please refer to the section entitled "How does the Market Value Adjustment Work?" for a description of the formula along with examples of how it is calculated. You may allocate Account Value to more than one Fixed Allocation at a time.

Fixed Allocations may not be available in all states. Availability of Fixed Allocations is subject to change and may differ by state and by the annuity product you purchase. Please call American Skandia at 1-800-766-4530 to determine availability of Fixed Allocations in your state and for your annuity product.

## FEES AND CHARGES

### WHAT ARE THE CONTRACT FEES AND CHARGES?

**Contingent Deferred Sales Charge:** We do not deduct a sales charge from Purchase Payments you make to your Annuity. However, we may deduct a Contingent Deferred Sales Charge or CDSC if you surrender your Annuity or when you make a partial withdrawal. The CDSC reimburses us for expenses related to sales and distribution of the Annuity, including commissions, marketing materials and other promotional expenses. The CDSC is calculated as a percentage of your Purchase Payment being surrendered or withdrawn during the applicable Annuity Year. For purposes of calculating the CDSC, we consider the year following the date we receive a Purchase Payment as Year 1. The amount of the CDSC applicable to each Purchase Payment decreases over time, measured from the date the Purchase Payment is applied. The CDSC percentages are shown below.

YEARS	1	2	3	4	5	6	7	8+
CHARGE (%)	7.5	7.0	6.0	5.0	4.0	3.0	2.0	0

**Each Purchase Payment has its own CDSC period.** When you make a withdrawal, we assume that the oldest Purchase Payment is being withdrawn first so that the lowest CDSC is deducted from the amount withdrawn. After seven (7) complete years from the date you make a Purchase Payment, no CDSC will be assessed if you withdraw or surrender that Purchase Payment. Under certain circumstances you can withdraw a limited amount of Account Value without paying a CDSC. This is referred to as a "Free Withdrawal." Free Withdrawals are not treated as a withdrawal of Purchase Payments for purposes of calculating the CDSC on a subsequent withdrawal or surrender. Withdrawals of amounts greater than the maximum Free Withdrawal amount are treated as a withdrawal of Purchase Payments and will be assessed a CDSC. For purposes of calculating the CDSC on a surrender or a partial withdrawal, the Purchase Payments being withdrawn may be greater than your remaining Account Value or the amount of your withdrawal request. This is most likely to occur if you have made prior withdrawals under the Free Withdrawal provision or if your Account Value has declined in value due to negative market performance.

We may waive the CDSC under certain medically-related circumstances or when taking a Minimum Distribution from an Annuity purchased as a "qualified" investment. Free Withdrawals, Medically-Related Surrenders and Minimum Distributions are each explained more fully in the section entitled "Access to Your Account Value".

#### Exceptions to the Contingent Deferred Sales Charge

We do not apply the CDSC provision on Annuities owned by a member of the designated class, including: (a) any parent company, affiliate or subsidiary of ours; (b) an officer, director, employee, retiree, sales representative, or in the case of an affiliated broker-dealer, registered representative of such company; (c) a director, officer or trustee of any underlying mutual fund; (d) a director, officer or employee of any investment manager, sub-advisor, transfer agent, custodian, auditing, legal or administrative services provider that is providing investment management, advisory, transfer agency, custodianship, auditing, legal and/or administrative services to an underlying mutual fund or any affiliate of such firm; (e) a director, officer, employee or registered representative of a broker-dealer or insurance agency that has a then current selling agreement with us and/or with American Skandia Marketing, Incorporated; (f) a director, officer, employee or authorized representative of any firm providing us or our affiliates with regular legal, actuarial, auditing, underwriting, claims, administrative, computer support, marketing, office or other services; (g) the then current spouse of any such person noted in (b) through (f), above; (h) the parents of any such person noted in (b) through (g), above; (i) the child(ren) or other legal dependent under the age of 21 of any such person noted in (b) through (h) above; and (j) the siblings of any such persons noted in (b) through (h) above.

You must notify us at the time you apply for an Annuity if you are a member of the designated class. American Skandia is not responsible for monitoring whether you qualify as a member of the designated class. **If you fail to inform us that you qualify as a member of the designated class, your Annuity will not be eligible for this exception to the CDSC.**

**Transfer Fee:** Currently, you may make twenty (20) free transfers between investment options each Annuity Year. We will charge \$10.00 for each transfer after the twentieth in each Annuity Year. We do not consider transfers made as part of a dollar cost averaging program when we count the twenty free transfers. Transfers made as part of a rebalancing, market timing or third party investment advisory service will be subject to the twenty-transfer limit. However, all transfers made on the same day will be treated as one (1) transfer. Renewals or transfers of Account Value from a Fixed Allocation at the end of its Guarantee Period are not subject to the Transfer Fee and are not counted toward the twenty free transfers. We may reduce the number of free transfers allowable each Annuity Year (subject to a minimum of eight) without charging a Transfer Fee unless you make use of electronic means to transmit

your transfer requests. We may eliminate the Transfer Fee for transfer requests transmitted electronically or through other means that reduce our processing costs.

**Annual Maintenance Fee:** During the accumulation period we deduct an Annual Maintenance Fee. The Annual Maintenance Fee is \$30.00 or 2% of your Account Value invested in the variable investment options, whichever is less. This fee will be deducted annually on the anniversary of the Issue Date of your Annuity or, if you surrender your Annuity during the Annuity Year, the fee is deducted at the time of surrender. We may increase the Annual Maintenance Fee. However, any increase will only apply to Annuities issued after the date of the increase.

**Tax Charges:** Several states and some municipalities charge premium taxes or similar taxes. The amount of tax will vary from jurisdiction to jurisdiction and is subject to change. The tax charge currently ranges up to 3½%. We generally will deduct the amount of tax payable at the time the tax is imposed, but may also decide to deduct tax charges from each Purchase Payment at the time of a withdrawal or surrender of your Annuity or at the time you elect to begin receiving annuity payments. We may assess a charge against the Sub-accounts and the Fixed Allocations equal to any taxes which may be imposed upon the separate accounts.

#### **WHAT CHARGES APPLY SOLELY TO THE VARIABLE INVESTMENT OPTIONS?**

**Insurance Charge:** We deduct an Insurance Charge daily against the average daily assets allocated to the Sub-accounts. The Insurance Charge is the combination of the Mortality & Expense Risk Charge (1.25%) and the Administration Charge (0.15%). The total charge is equal to 1.40% on an annual basis. The Insurance Charge is intended to compensate American Skandia for providing the insurance benefits under the Annuity, including the Annuity's basic death benefit that provides guaranteed benefits to your beneficiaries even if the market declines and the risk that persons we guarantee annuity payments to will live longer than our assumptions. The charge also covers administrative costs associated with providing the Annuity benefits, including preparation of the contract, confirmation statements, annual account statements and annual reports, legal and accounting fees as well as various related expenses. Finally, the charge covers the risk that our assumptions about the mortality risks and expenses under this Annuity are incorrect and that we have agreed not to increase these charges over time despite our actual costs. We may increase the portion of the total Insurance Charge that is deducted for administrative costs; however, any increase will only apply to Annuities issued after the date of the increase.

American Skandia may make a profit on the Insurance Charge if, over time, the actual cost of providing the guaranteed insurance obligations under the Annuity are less than the amount we deduct for the Insurance Charge. To the extent we make a profit on the Insurance Charge, such profit may be used for any other corporate purpose, including payment of other expenses that American Skandia incurs in promoting, distributing, issuing and administering the Annuity.

The Insurance Charge is not deducted against assets allocated to a Fixed Allocation. However, the amount we credit to Fixed Allocations may also reflect similar assumptions about the insurance guarantees provided under the Annuity.

**Optional Benefits:** If you elect to purchase one or more optional benefits, we will deduct an additional charge on a daily basis from your Account Value allocated to the Sub-accounts. The charge for each optional benefit is deducted in addition to the Insurance Charge due to the increased insurance risk associated with the optional benefits. The additional charge is included in the daily calculation of the Unit Price for each Sub-account. Please refer to the section entitled "Death Benefit" for a description of the charge for each Optional Death Benefit. Please refer to the section entitled "Managing Your Account Value – Do you offer programs designed to guarantee a "return of premium" at a future date?" for a description of the charge for the Guaranteed Return Option.

#### **WHAT CHARGES ARE ASSESSED BY THE PORTFOLIOS?**

We do not assess any charges directly against the Portfolios. However, each Portfolio charges a total annual fee comprised of an investment management fee, operating expenses and any distribution and service (12b-1) fees that may apply. These fees are deducted daily by each Portfolio before it provides American Skandia with the net asset value as of the close of business each day. More detailed information about fees and charges can be found in the prospectuses for the Portfolios. Please also see "Service Fees Payable by Underlying Funds".

#### **WHAT CHARGES APPLY TO THE FIXED ALLOCATIONS?**

No specific fee or expenses are deducted when determining the rate we credit to a Fixed Allocation. However, for some of the same reasons that we deduct the Insurance Charge against Account Value allocated to the Sub-accounts, we also take into consideration mortality, expense, administration, profit and other factors in determining the interest rates we credit to Fixed Allocations. Any CDSC or Tax Charge applies to amounts that are taken from the variable investment options or the Fixed Allocations. A Market Value Adjustment may also apply to transfers, certain withdrawals, surrender or annuitization from a Fixed Allocation.

#### **WHAT CHARGES APPLY IF I CHOOSE AN ANNUITY PAYMENT OPTION?**

In certain states a tax is due if and when you exercise your right to receive periodic annuity payments. The amount payable will depend on the applicable jurisdiction and on the annuity payment option you select. If you select a fixed payment option, the amount

of each fixed payment will depend on the Account Value of your Annuity when you elected to annuitize. There is no specific charge deducted from these payments; however, the amount of each annuity payment reflects assumptions about our insurance expenses. If you select a variable payment option that we may offer, then the amount of your benefits will reflect changes in the value of your Annuity and will continue to be subject to an insurance charge.

## EXCEPTIONS/REDUCTIONS TO FEES AND CHARGES

We may reduce or eliminate certain fees and charges or alter the manner in which the particular fee or charge is deducted. For example, we may reduce the amount of the CDSC or the length of time it applies, reduce or eliminate the amount of the Annual Maintenance Fee or reduce the portion of the total Insurance Charge that is deducted as an Administration Charge. Generally, these types of changes will be based on a reduction to our sales, maintenance or administrative expenses due to the nature of the individual or group purchasing the Annuity. Some of the factors we might consider in making such a decision are: (a) the size and type of group; (b) the number of Annuities purchased by an Owner; (c) the amount of Purchase Payments or likelihood of additional Purchase Payments; and/or (d) other transactions where sales, maintenance or administrative expenses are likely to be reduced. We will not discriminate unfairly between Annuity purchasers if and when we reduce the portion of the Insurance Charge attributed to the charge covering administrative costs.

## PURCHASING YOUR ANNUITY

### WHAT ARE OUR REQUIREMENTS FOR PURCHASING THE ANNUITY?

**Initial Purchase Payment:** You must make a minimum initial Purchase Payment of \$1,000. However, if you decide to make payments under a systematic investment or "bank drafting" program, we will accept a lower initial Purchase Payment provided that, within the first Annuity Year, you make at least \$1,000 in total Purchase Payments.

Where allowed by law, initial Purchase Payments in excess of \$1,000,000 require our approval prior to acceptance. We may apply certain limitations and/or restrictions on the Annuity as a condition of our acceptance, including limiting the liquidity features or the Death Benefit protection provided under the Annuity, limiting the right to make additional Purchase Payments, changing the number of transfers allowable under the Annuity or restricting the Sub-accounts that are available. Other limitations and/or restrictions may apply.

Except as noted below, Purchase Payments must be submitted by check drawn on a U.S. bank, in U.S. dollars, and made payable to American Skandia. Purchase Payments may also be submitted via 1035 exchange or direct transfer of funds. Under certain circumstances, Purchase Payments may be transmitted to American Skandia via wiring funds through your investment professional's broker-dealer firm. Additional Purchase Payments may also be applied to your Annuity under an arrangement called "bank drafting" where you authorize us to deduct money directly from your bank account. We may reject any payment if it is received in an unacceptable form. Our acceptance of a check is subject to our ability to collect funds.

**Age Restrictions:** There is no age restriction to purchase the Annuity. However, the basic Death Benefit provides greater protection for persons under age 90. You should consider your need to access your Account Value and whether the Annuity's liquidity features will satisfy that need. If you take a distribution prior to age 59 ½, you may be subject to a 10% penalty in addition to ordinary income taxes on any gain. The availability of certain optional benefits may vary based on the age of the Owner on the Issue Date of the Annuity.

**Owner, Annuitant and Beneficiary Designations:** On your Application, we will ask you to name the Owner(s), Annuitant and one or more Beneficiaries for your Annuity.

- **Owner:** The Owner(s) holds all rights under the Annuity. You may name more than one Owner in which case all ownership rights are held jointly. However, this Annuity does not provide a right of survivorship. Refer to the Glossary of Terms for a complete description of the term "Owner."
- **Annuitant:** The Annuitant is the person we agree to make annuity payments to and upon whose life we continue to make such payments. You must name an Annuitant who is a natural person. We do not accept a designation of joint Annuitants during the accumulation period. Where allowed by law, you may name one or more Contingent Annuitants. A Contingent Annuitant will become the Annuitant if the Annuitant dies before the Annuity Date. Please refer to the discussion of "Considerations for Contingent Annuitants" in the Tax Considerations section of the Prospectus.
- **Beneficiary:** The Beneficiary is the person(s) or entity you name to receive the death benefit. If no beneficiary is named the death benefit will be paid to you or your estate.

Your right to make certain designations may be limited if your Annuity is to be used as an IRA or other "qualified" investment that is given beneficial tax treatment under the Code. You should seek competent tax advice on the income, estate and gift tax implications of your designations.

## MANAGING YOUR ANNUITY

### MAY I CHANGE THE OWNER, ANNUITANT AND BENEFICIARY DESIGNATIONS?

You may change the Owner, Annuitant and Beneficiary designations by sending us a request in writing. Where allowed by law, such changes will be subject to our acceptance. Some of the changes we will not accept include, but are not limited to:

- a new Owner subsequent to the death of the Owner or the first of any joint Owners to die, except where a spouse-Beneficiary has become the Owner as a result of an Owner's death;
- a new Annuitant subsequent to the Annuity Date;
- for "non-qualified" investments, a new Annuitant prior to the Annuity Date if the Annuity is owned by an entity; and
- a change in Beneficiary if the Owner had previously made the designation irrevocable.

### Spousal Owners/Spousal Beneficiaries

If an Annuity is co-owned by spouses, we will assume that the sole primary Beneficiary is the surviving spouse unless you elect an alternative Beneficiary designation. Unless you elect an alternative Beneficiary designation, upon the death of either spousal Owner, the surviving spouse may elect to assume ownership of the Annuity instead of taking the Death Benefit payment. The Death Benefit that would have been payable will be the new Account Value of the Annuity as of the date of due proof of death and any required proof of a spousal relationship. As of the date the assumption is effective, the surviving spouse will have all the rights and benefits that would be available under the Annuity to a new purchaser of the same attained age. For purposes of determining any future Death Benefit for the beneficiary of the surviving spouse, the new Account Value will be considered as the initial Purchase Payment. No CDSC will apply to the new Account Value. However, any additional Purchase Payments applied after the date the assumption is effective will be subject to all provisions of the Annuity, including the CDSC when applicable.

### Spousal Contingent Annuitant

If the Annuity is owned by an entity and the surviving spouse is named as a Contingent Annuitant, upon the death of the Annuitant, the surviving spouse will become the Annuitant. **No Death Benefit is payable upon the death of the Annuitant.** However, the Account Value of the Annuity as of the date of due proof of death of the Annuitant (and any required proof of the spousal relationship) will reflect the amount that would have been payable had a Death Benefit been paid.

### MAY I RETURN THE ANNUITY IF I CHANGE MY MIND?

If after purchasing your Annuity you change your mind and decide that you do not want it, you may return it to us within a certain period of time known as a right to cancel period. This is often referred to as a "free-look." Depending on the state in which you purchased your Annuity and, in some states, if you purchased the Annuity as a replacement for a prior contract, the right to cancel period may be ten (10) days, twenty-one (21) days or longer, measured from the time that you received your Annuity. If you return your Annuity during the applicable period, we will refund your current Account Value plus any tax charge deducted. This amount may be higher or lower than your original Purchase Payment. Where required by law, we will return your current Account Value or the amount of your initial Purchase Payment, whichever is greater. The same rules may apply to an Annuity that is purchased as an IRA. In any situation where we are required to return the greater of your Purchase Payment or Account Value, we may allocate your Account Value to the AST Money Market Sub-account during the right to cancel period and for a reasonable additional amount of time to allow for delivery of your Annuity.

### MAY I MAKE ADDITIONAL PURCHASE PAYMENTS?

The minimum amount that we accept as an additional Purchase Payment is \$100 unless you participate in American Skandia's Systematic Investment Plan or a periodic purchase payment program. We will allocate any additional Purchase Payments you make according to your most recent allocation instructions, unless you request new allocations when you submit a new Purchase Payment.

### MAY I MAKE SCHEDULED PAYMENTS DIRECTLY FROM MY BANK ACCOUNT?

You can make additional Purchase Payments to your Annuity by authorizing us to deduct money directly from your bank account and applying it to your Annuity. This type of program is often called "bank drafting". We call our bank drafting program "American Skandia's Systematic Investment Plan." Purchase Payments made through bank drafting may only be allocated to the variable investment options when applied. Bank drafting allows you to invest in your Annuity with a lower initial Purchase Payment, as long as you authorize payments that will equal at least \$1,000 during the first 12 months of your Annuity. We may suspend or cancel bank drafting privileges if sufficient funds are not available from the applicable financial institution on any date that a transaction is scheduled to occur.

### MAY I MAKE PURCHASE PAYMENTS THROUGH A SALARY REDUCTION PROGRAM?

These types of programs are only available with certain types of qualified investments. If your employer sponsors such a program, we may agree to accept periodic Purchase Payments through a salary reduction program as long as the allocations are made only to variable investment options and the periodic Purchase Payments received in the first year total at least \$1,000.

## MANAGING YOUR ACCOUNT VALUE

### HOW AND WHEN ARE PURCHASE PAYMENTS INVESTED?

(See "Valuing Your Investment" for a description of our procedure for pricing initial and subsequent Purchase Payments.)

**Initial Purchase Payment:** Once we accept your application, we invest your net Purchase Payment in the Annuity. The net Purchase Payment is your initial Purchase Payment minus any tax charges that may apply. On your application we ask you to provide us with instructions for allocating your Account Value. You can allocate Account Value to one or more variable investment options or Fixed Allocations.

In those states where we are required to return your Purchase Payment if you exercise your right to return the Annuity, we initially allocate all amounts that you choose to allocate to the variable investment options to the AST Money Market Sub-account. At the end of the right to cancel period we will reallocate your Account Value according to your most recent allocation instructions. Where permitted by law, we will allocate your Purchase Payments according to your initial instructions, without temporarily allocating to the AST Money Market Sub-account. To do this, we will ask that you execute our form called a "return waiver" that authorizes us to allocate your Purchase Payment to your chosen Sub-accounts immediately. If you submit the "return waiver" and then decide to return your Annuity during the right to cancel period, you will receive your current Account Value which may be more or less than your initial Purchase Payment (see "May I Return the Annuity if I Change my Mind?").

**Subsequent Purchase Payments:** We will allocate any additional Purchase Payments you make according to your current allocation instructions. If any rebalancing or asset allocation programs are in effect, the allocation should conform with such a program. We assume that your current allocation instructions are valid for subsequent Purchase Payments until you make a change to those allocations or request new allocations when you submit a new Purchase Payment.

### ARE THERE RESTRICTIONS OR CHARGES ON TRANSFERS BETWEEN INVESTMENT OPTIONS?

During the accumulation period you may transfer Account Value between investment options. Transfers are not subject to taxation on any gain. We currently limit the number of Sub-accounts you can invest in at any one time to twenty (20). However, you can invest in an unlimited number of Fixed Allocations. We may require a minimum of \$500 in each Sub-account you allocate Account Value to at the time of any allocation or transfer. If you request a transfer and, as a result of the transfer, there would be less than \$500 in the Sub-account, we may transfer the remaining Account Value in the Sub-account pro rata to the other investment options to which you transferred.

We may impose specific restrictions on financial transactions for certain Portfolios based on the Portfolio's investment restrictions. Currently, any purchase, redemption or transfer involving the Rydex or ProFunds VP Sub-accounts must be received by us no later than one hour prior to any announced closing of the applicable securities exchange (generally, 3:00 p.m. Eastern time) to be processed on the current Valuation Day. The "cut-off" time for such financial transactions involving a Rydex or ProFunds VP Sub-account will be extended to ½ hour prior to any announced closing (generally, 3:30 p.m. Eastern time) for transactions submitted electronically through American Skandia's Internet website ([www.americanskandia.com](http://www.americanskandia.com)).

Currently, we charge \$10.00 for each transfer after the twentieth (20<sup>th</sup>) in each Annuity Year, including transfers made as part of any rebalancing, market timing, asset allocation or similar program which you have authorized. Transfers made as part of a dollar cost averaging program do not count toward the twenty free transfer limit. Renewals or transfers of Account Value from a Fixed Allocation at the end of its Guarantee Period are not subject to the transfer charge. We may reduce the number of free transfers allowable each Annuity Year (subject to a minimum of eight) without charging a Transfer Fee unless you make use of electronic means to transmit your transfer requests. We may eliminate the Transfer Fee for transfer requests transmitted electronically or through other means that reduce our processing costs.

We reserve the right to limit the number of transfers in any Annuity Year for all existing or new Owners. We also reserve the right to limit the number of transfers in any Annuity Year or to refuse any transfer request for an Owner or certain Owners if: (a) we believe that excessive trading or a specific transfer request or group of transfer requests may have a detrimental effect on Unit Values or the share prices of the Portfolios; or (b) we are informed by one or more of the Portfolios that the purchase or redemption of shares must be restricted because of excessive trading or a specific transfer or group of transfers is deemed to have a detrimental effect on the share prices of affected Portfolios. Without limiting the above, the most likely scenario where either of the above could occur would be if the aggregate amount of a trade or trades represented a relatively large proportion of the total assets of a particular Portfolio. Under such a circumstance, we will process transfers according to our rules then in effect and provide notice if the transfer request was denied. If a transfer request is denied, a new transfer request may be required.

## **DO YOU OFFER DOLLAR COST AVERAGING?**

Yes. We offer Dollar Cost Averaging during the accumulation period. Dollar Cost Averaging allows you to systematically transfer an amount each month from one investment option to one or more other investment options. You can choose to transfer earnings only, principal plus earnings or a flat dollar amount. Dollar Cost Averaging allows you to invest regularly each month, regardless of the current unit value (or price) of the Sub-account(s) you invest in. This enables you to purchase more units when the market price is low and fewer units when the market price is high. This may result in a lower average cost of units over time. However, there is no guarantee that Dollar Cost Averaging will result in a profit or protect against a loss in a declining market. We do not deduct a charge for participating in a Dollar Cost Averaging program.

You must have a minimum Account Value of at least \$10,000 to enroll in a Dollar Cost Averaging program.

You can Dollar Cost Average from variable investment options or Fixed Allocations. Dollar Cost Averaging from Fixed Allocations is subject to a number of rules that include, but are not limited to the following:

- You may only use Fixed Allocations with Guarantee Periods of 1, 2 or 3 years.
- You may only Dollar Cost Average earnings or principal plus earnings. If transferring principal plus earnings, the program must be designed to last the entire Guarantee Period for the Fixed Allocation.
- Dollar Cost Averaging transfers from Fixed Allocations are not subject to a Market Value Adjustment.

**NOTE:** When a Dollar Cost Averaging program is established from a Fixed Allocation, the fixed rate of interest we credit to your Account Value is applied to a declining balance due to the transfers of Account Value to the Sub-accounts during the Guarantee Period. This will reduce the effective rate of return on the Fixed Allocation over the Guarantee Period.

**American Skandia may offer Fixed Allocations with Guarantee Periods of 5 months or 11 months exclusively for use with a Dollar Cost Averaging program ("DCA Fixed Allocations"). DCA Fixed Allocations are designed to automatically transfer Account Value in either 6 or 12 payments under a Dollar Cost Averaging program. DCA Fixed Allocations may only be established with your initial Purchase Payment or additional Purchase Payments. You may not transfer existing Account Value to a DCA Fixed Allocation. We reserve the right to terminate offering these special purpose Fixed Allocations at any time.**

Account Value allocated to the DCA Fixed Allocation will be transferred to the Sub-accounts you choose under the Dollar Cost Averaging program. Dollar Cost Averaging transfers will begin on the day following the date the DCA Fixed Allocation is established and each month following until the entire principal amount plus earnings is transferred. If you terminate the Dollar Cost Averaging program before the entire principal amount plus earnings has been transferred to the Sub-account(s), you must transfer all remaining Account Value to any other investment option. Unless you provide alternate instructions at the time you terminate the Dollar Cost Averaging program, Account Value will be transferred to the AST Money Market Sub-account. Transfers from Fixed Allocations as part of a Dollar Cost Averaging program are not subject to a Market Value Adjustment. However, a Market Value Adjustment will apply if you terminate the Dollar Cost Averaging program before the entire principal amount plus earnings has been transferred to the Sub-account(s).

## **DO YOU OFFER ANY AUTOMATIC REBALANCING PROGRAMS?**

Yes. During the accumulation period, we offer automatic rebalancing among the variable investment options you choose. You can choose to have your Account Value rebalanced quarterly, semi-annually, or annually. On the appropriate date, your variable investment options are rebalanced to the allocation percentages you request. For example, over time the performance of the variable investment options will differ, causing your percentage allocations to shift. With automatic rebalancing, we transfer the appropriate amount from the "overweighted" Sub-accounts to the "underweighted" Sub-accounts to return your allocations to the percentages you request. If you request a transfer from or into any variable investment option participating in the automatic rebalancing program, we will assume that you wish to change your rebalancing percentages as well, and will automatically adjust the rebalancing percentages in accordance with the transfer unless we receive alternate instructions from you.

You must have a minimum Account Value of at least \$10,000 to enroll in automatic rebalancing. All rebalancing transfers made on the same day as part of an automatic rebalancing program are considered as one transfer when counting the number of transfers each year toward the maximum number of free transfers. We do not deduct a charge for participating in an automatic rebalancing program.

## **DO YOU OFFER ANY ASSET ALLOCATION PROGRAMS?**

Yes. During the accumulation period, we offer two different asset allocation programs designed for American Skandia by Morningstar Associates, LLC. Each program is available to Annuity Owners at no additional charge. Each program is designed as a tool to enable you and your investment professional to develop an asset allocation program that is appropriate for you. Your investment professional will help you to complete an investor questionnaire that will help you and your investment professional to determine whether participating in a program is appropriate for you and to determine your investment style from which you can choose the available model portfolios. We offer one program where you and your investment professional choose from the available

Sub-accounts for each asset class in the model portfolio you have chosen based on your answers to the questionnaire. You may change your selected Sub-accounts at any time. We offer a second program where the Sub-accounts for each asset class in each model portfolio are designated based on an objective evaluation of the available Sub-accounts. If you elect the second program, the selected Sub-accounts within a model portfolio may change periodically. Under both programs, assets allocated to the program are rebalanced on a periodic basis based on suggested changes to the allocation percentages for an asset class within a model portfolio or based on changes in the value of the Sub-accounts. Each asset allocation program is subject to additional limitations and restrictions which are more fully described in the enrollment form for the programs.

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

#### **DO YOU OFFER PROGRAMS DESIGNED TO GUARANTEE A "RETURN OF PREMIUM" AT A FUTURE DATE?**

Yes. We offer two different programs for investors who wish to invest in the variable investment options but also wish to protect their principal, at least as of a specific date in the future. You may not want to use either of these programs if you expect to begin taking annuity payments before the program would be completed.

#### **Balanced Investment Program**

We offer a balanced investment program where a portion of your Account Value is allocated to a Fixed Allocation and the remaining Account Value is allocated to the variable investment options that you select. When you enroll in the Balanced Investment Program, you choose the duration that you wish the program to last. This determines the duration of the Guarantee Period for the Fixed Allocation. Based on the fixed rate for the Guarantee Period chosen, we calculate the portion of your Account Value that must be allocated to the Fixed Allocation to grow to a specific "principal amount" (such as your initial Purchase Payment). We determine the amount based on the rates then in effect for the Guarantee Period you choose. If you continue the program until the end of the Guarantee Period and make no withdrawals or transfers, at the end of the Guarantee Period, the Fixed Allocation will have grown to equal the "principal amount". Withdrawals or transfers from the Fixed Allocation before the end of the Guarantee Period will terminate the program and may be subject to a Market Value Adjustment. You can transfer the Account Value that is not allocated to the Fixed Allocation between any of the Sub-accounts available under the Annuity. Account Value you allocate to the variable investment options is subject to market fluctuations and may increase or decrease in value. We do not deduct a charge for participating in the Balanced Investment Program.

#### **Example**

Assume you invest \$100,000. You choose a 10-year program and allocate a portion of your Account Value to a Fixed Allocation with a 10-year Guarantee Period. The rate for the 10-year Guarantee Period is 5.33%\*. Based on the fixed interest rate for the Guarantee Period chosen, the factor is 0.594948 for determining how much of your Account Value will be allocated to the Fixed Allocation. That means that \$59,495 will be allocated to the Fixed Allocation and the remaining Account Value (\$41,505) will be allocated to the variable investment options. Assuming that you do not make any withdrawals from the Fixed Allocation, it will grow to \$100,000 at the end of the Guarantee Period. Of course we cannot predict the value of the remaining Account Value that was allocated to the variable investment options.

\* The rate in this example is hypothetical and may not reflect the current rate for Guarantee Periods of this duration.

#### **Guaranteed Return Option (GRO)<sup>SM</sup>**

We also offer a seven-year program where we monitor your Account Value daily and systematically transfer amounts between Fixed Allocations and the variable investment options you choose. American Skandia guarantees that at the end of the seventh (7<sup>th</sup>) year from commencement of the program (or any program restart date), you will receive no less than your Account Value on the date you elected to participate in the program ("commencement value"). On the program maturity date, if your Account Value is below the commencement value, American Skandia will apply additional amounts to your Annuity so that it is equal to commencement value or your Account Value on the date you elect to restart the program duration. Any amounts added to your Annuity will be applied to the AST Money Market Sub-account, unless you provide us with alternative instructions. We will notify you of any amounts added to your Annuity under the program. We do not consider amounts added to your Annuity to be "investment in the contract" for income tax purposes.

Account Value is only transferred to and maintained in Fixed Allocations to the extent we, in our sole discretion, deem it is necessary to support our guarantee under the program. This differs from the Balanced Investment Program where a set amount is allocated to a Fixed Allocation regardless of the performance of the underlying Sub-accounts. With the Guaranteed Return Option, your Annuity is

able to participate in the upside potential of the Sub-accounts while only transferring amounts to Fixed Allocations to protect against significant market downturns. NOTE: If a significant amount of your Account Value is systematically transferred to Fixed Allocations during prolonged market declines, less of your Account Value may be immediately available to participate in the upside potential of the Sub-accounts if there is a subsequent market recovery.

Each business day we monitor the performance of your Account Value to determine whether it is greater than, equal to or below our "reallocation trigger", described below. Based on the performance of the Sub-accounts in which you choose to allocate your Account Value relative to the reallocation trigger, we may transfer some or all of your Account Value to or from a Fixed Allocation. **You have complete discretion over the allocation of your Account Value that remains allocated in the variable investment options. However, we reserve the right to restrict certain Portfolios if you participate in the program.**

- **Account Value greater than or equal to reallocation trigger:** Your Account Value in the variable investment options remains allocated according to your most recent instructions. If a portion of Account Value was previously allocated to a Fixed Allocation, those amounts may be transferred from the Fixed Allocation and re-allocated to the variable investment options pro-rata according to your current allocations. A Market Value Adjustment will apply.
- **Account Value below reallocation trigger:** A portion of your Account Value in the variable investment options is transferred to a new Fixed Allocation. These amounts are transferred on a pro-rata basis from the variable investment options. The new Fixed Allocation will have a Guarantee Period equal to the remaining duration in the Guaranteed Return Option. The Account Value applied to the new Fixed Allocation will be credited with the fixed interest rate then being applied to a new Fixed Allocation of the next higher yearly duration. The Account Value will remain invested in the Fixed Allocation until the maturity date of the program unless, at an earlier date, your Account Value is at or above the reallocation trigger and amounts can be transferred to the variable investment options (as described above) while maintaining the guarantee protection under the program.

American Skandia uses an allocation mechanism based on assumptions of expected and maximum market volatility to determine the reallocation trigger. The allocation mechanism is used to determine the allocation of Account Value between Fixed Allocations and the Sub-accounts you choose. American Skandia reserves the right to change the allocation mechanism and the reallocation trigger at its discretion, subject to regulatory approval where required. Any change to the allocation mechanism and/or the reallocation trigger will only apply to programs that begin after the change is effective.

### **Program Termination**

The Guaranteed Return Option will terminate on its maturity date. You can elect to participate in a new Guaranteed Return Option or re-allocate your Account Value at that time. Upon termination, any Account Value allocated to the Fixed Allocations will be transferred to the AST Money Market Sub-account, unless you provide us with alternative instructions.

### **Special Considerations under the Guaranteed Return Option**

This program is subject to certain rules and restrictions, including, but not limited to the following:

- You may terminate the Guaranteed Return Option at any time. American Skandia does not provide any guarantees upon termination of the program.
- Withdrawals from your Annuity while the program is in effect will reduce the guaranteed amount under the program in proportion to your Account Value at the time of the withdrawal. Withdrawals will be subject to all other provisions of the Annuity, including any Contingent Deferred Sales Charge or Market Value Adjustment that would apply.
- Additional Purchase Payments applied to the Annuity while the program is in effect will only increase the amount guaranteed; however, all or a portion of any additional Purchase Payments may be allocated to the Fixed Allocations.
- Annuity Owners cannot transfer Account Value to or from a Fixed Allocation while participating in the program and cannot participate in any dollar cost averaging program that transfers Account Value from a Fixed Allocation to the variable investment options.
- Transfers from Fixed Allocations will be subject to the Market Value Adjustment formula under the Annuity; however, the 0.10% "cushion" feature of the formula will not apply. A Market Value Adjustment may be either positive or negative. Transfer amounts will be taken from the most recently applied Fixed Allocation.
- Transfers from the Sub-accounts to Fixed Allocations or from Fixed Allocations to the Sub-accounts under the program will not count toward the maximum number of free transfers allowable under the Annuity.
- The Guaranteed Return Option will terminate: (a) upon the death of the Owner or the Annuitant (in an entity owned contract); and (b) as of the date Account Value is applied to begin annuity payments.
- You can elect to restart the seven (7) year program duration on any anniversary of the Issue Date of the Annuity. The Account Value on the date the restart is effective will become the new commencement value. You can only elect the program once per Annuity Year.

### Charges under the Program

We deduct a charge equal to 0.25% per year to participate in the Guaranteed Return Option. The annual charge is deducted daily against your Account Value allocated to the Sub-accounts. Account Value allocated to Fixed Allocations under the program is not subject to the charge. The charge is deducted to compensate American Skandia for: (a) the risk that your Account Value on the maturity date of the program is less than the amount guaranteed; and (b) administration of the program.

Effective November 18, 2002, American Skandia changed the manner in which the annual charge for the Guaranteed Return Option is deducted to the method described above. The annual charge for the Guaranteed Return Option for Owners who elected the benefit between May 1, 2001 and November 15, 2002 and subsequent to November 19, 2002 in those states where the daily deduction of the charge has not been approved, is deducted annually, in arrears, according to the prospectus in effect as of the date the program was elected. Owners who terminate and then re-elect the Guaranteed Return Option or elect to restart the Guaranteed Return Option at any time after November 18, 2002 will be subject to the charge method described above.

### MAY I AUTHORIZE MY INVESTMENT PROFESSIONAL TO MANAGE MY ACCOUNT?

Yes. You may authorize your investment professional to direct the allocation of your Account Value and to request financial transactions between investment options while you are living, subject to our rules. You must contact us immediately if and when you revoke such authority. We will not be responsible for acting on instructions from your investment professional if you fail to inform us that such person's authority has been revoked. We may also suspend, cancel or limit these privileges at any time. We will notify you if we do.

We or an affiliate of ours may provide administrative support to licensed, registered investment professionals or investment advisors who you authorize to make financial transactions on your behalf. These investment professionals may be firms or persons who also are appointed by us as authorized sellers of the Annuity. However, we do not offer advice about how to allocate your Account Value under any circumstance. Any investment professionals you engage to provide advice and/or make transfers for you is not acting on our behalf. We are not responsible for any recommendations such investment professionals make, any market timing or asset allocation programs they choose to follow or any specific transfers they make on your behalf.

We may require investment professionals or investment advisors, who are authorized by multiple contract owners to make financial transactions, to enter into an administrative agreement with American Skandia as a condition of our accepting transactions on your behalf. The administrative agreement may impose limitations on the investment professional's or investment advisor's ability to request financial transactions on your behalf. These limitations are intended to minimize the detrimental impact of an investment professional who is in a position to transfer large amounts of money for multiple clients in a particular Portfolio or type of portfolio or to comply with specific restrictions or limitations imposed by a Portfolio(s) on American Skandia. The administrative agreement may limit the available investment options, require advance notice of large transactions, or impose other trading limitations on your investment professional. Your investment professional will be informed of all such restrictions on an ongoing basis. We may also require that your investment professional transmit all financial transactions using the electronic trading functionality available through our Internet website ([www.americanskandia.com](http://www.americanskandia.com)). **Limitations that we may impose on your investment professional or investment advisor under the terms of the administrative agreement do not apply to financial transactions requested by an Owner on their own behalf, except as otherwise described in this Prospectus.**

### HOW DO THE FIXED INVESTMENT OPTIONS WORK?

We credit the fixed interest rate to the Fixed Allocation throughout a set period of time called a "Guarantee Period." Fixed Allocations currently are offered with Guarantee Periods from 1 to 10 years. We may make Fixed Allocations of different durations available in the future, including Fixed Allocations offered exclusively for use with certain optional investment programs. Fixed Allocations may not be available in all states and may not always be available for all Guarantee Periods depending on market factors and other considerations.

The interest rate credited to a Fixed Allocation is the rate in effect when the Guarantee Period begins and does not change during the Guarantee Period. The rates are an effective annual rate of interest. We determine the interest rates for the various Guarantee Periods. At the time that we confirm your Fixed Allocation, we will advise you of the interest rate in effect and the date your Fixed Allocation matures. We may change the rates we credit new Fixed Allocations at any time. Any change in interest rate does not affect Fixed Allocations that were in effect before the date of the change. To inquire as to the current rates for Fixed Allocations, please call 1-800-766-4530.

A Guarantee Period for a Fixed Allocation begins:

- when all or part of a net Purchase Payment is allocated to that particular Guarantee Period;
- upon transfer of any of your Account Value to a Fixed Allocation for that particular Guarantee Period; or
- when you "renew" a Fixed Allocation by electing a new Guarantee Period.

To the extent permitted by law, we may establish different interest rates for Fixed Allocations offered to a class of Owners who choose to participate in various optional investment programs we make available. This may include, but is not limited to, Owners who elect to use Fixed Allocations under a dollar cost averaging program (see "Do You Offer Dollar Cost Averaging?") or a balanced investment program (see "Do you offer programs designed to guarantee a "Return of Premium" at a future date?"). The interest rate credited to Fixed Allocations offered to this class of purchasers may be different than those offered to other purchasers who choose the same Guarantee Period but who do not participate in an optional investment program. Any such program is at our sole discretion.

**American Skandia may offer Fixed Allocations with Guarantee Periods of 3 months or 6 months exclusively for use as a short-term Fixed Allocation ("Short-term Fixed Allocations"). Short-term Fixed Allocations may only be established with your initial Purchase Payment or additional Purchase Payments. You may not transfer existing Account Value to a Short-term Fixed Allocation. We reserve the right to terminate offering these special purpose Fixed Allocations at any time.**

On the Maturity Date of the Short-term Fixed Allocation, the Account Value will be transferred to the Sub-account(s) you choose at the inception of the program. If no instructions are provided, such Account Value will be transferred to the AST Money Market Sub-account. Short-term Fixed Allocations may not be renewed on the Maturity Date. If you surrender the Annuity or transfer any Account Value from the Short-term Fixed Allocation to any other investment option before the end of the Guarantee Period, a Market Value Adjustment will apply.

### **HOW DO YOU DETERMINE RATES FOR FIXED ALLOCATIONS?**

We do not have a specific formula for determining the fixed interest rates for Fixed Allocations. Generally the interest rates we offer for Fixed Allocations will reflect the investment returns available on the types of investments we make to support our fixed rate guarantees. These investment types may include cash, debt securities guaranteed by the United States government and its agencies and instrumentalities, money market instruments, corporate debt obligations of different durations, private placements, asset-backed obligations and municipal bonds. In determining rates we also consider factors such as the length of the Guarantee Period for the Fixed Allocation, regulatory and tax requirements, liquidity of the markets for the type of investments we make, commissions, administrative and investment expenses, our insurance risks in relation to the Fixed Allocations, general economic trends and competition. Some of these considerations are similar to those we consider in determining the Insurance Charge that we deduct from Account Value allocated to the Sub-accounts.

We will credit interest on a new Fixed Allocation in an existing Annuity at a rate not less than the rate we are then crediting to Fixed Allocations for the same Guarantee Period selected by new Annuity purchasers in the same class.

The interest rate we credit for a Fixed Allocation is subject to a minimum. Please refer to the Statement of Additional Information. In certain states the interest rate may be subject to a minimum under state law or regulation.

### **HOW DOES THE MARKET VALUE ADJUSTMENT WORK?**

If you transfer or withdraw Account Value from a Fixed Allocation before the end of its Guarantee Period, we will adjust the value of your investment based on a formula, called a "Market Value Adjustment" or "MVA". The Market Value Adjustment formula compares the interest rates credited for Fixed Allocations at the time you invested, to interest rates being credited when you make a transfer or withdrawal. The amount of any Market Value Adjustment can be either positive or negative, depending on the rates that are currently being credited on Fixed Allocations. In certain states the amount of any Market Value Adjustment may be limited under state law or regulation. If your Annuity is governed by the laws of that state, any Market Value Adjustment that applies will be subject to our rules for complying with such law or regulation.

#### **MVA Formula**

The MVA formula is applied separately to each Fixed Allocation to determine the Account Value of the Fixed Allocation on a particular date. The formula is as follows:

$$[(1+I) / (1+J+0.0010)]^{N/12}$$

where:

**I** is the fixed interest rate we guaranteed to credit to the Fixed Allocation as of its starting date;

**J** is the fixed interest rate for your class of annuities at the time of the withdrawal for a new Fixed Allocation with a Guarantee Period equal to the remaining number of years in your original Guarantee Period;

**N** is the number of months remaining in the original Guarantee Period.

If you surrender your Annuity under the right to cancel provision, the MVA formula is  $[(1 + I)/(1 + J)]^{N/12}$ .

If the transfer or withdrawal does not occur on the yearly or monthly anniversary of the beginning of the Fixed Allocation, the numbers used in 'J' and 'N' will be rounded to the next highest integer.

For purposes of the DCA Fixed Allocations and Short-term Fixed Allocations, the Market Value Adjustment formula is modified as follows: The definition of "J" within the MVA formula will be equal to the fixed rate of interest for new DCA Fixed Allocations of the applicable 5 or 11 month Guarantee Period or new Short-term Fixed Allocations of the applicable 3 or 6 month Guarantee Period. If American Skandia no longer offers DCA Fixed Allocations or Short-term Fixed Allocations on the date that a Market Value Adjustment is being calculated, the definition of "J" within the MVA formula will be equal to the fixed rate of interest for the applicable Fixed Allocations on the date that the Fixed Allocation program was terminated.

### **MVA Examples**

The following hypothetical examples show the effect of the MVA in determining Account Value. Assume the following:

- You allocate \$50,000 into a Fixed Allocation with a Guarantee Period of 5 years.
- The interest rate for your Fixed Allocation is 5.0% (I = 5.0%).
- You make no withdrawals or transfers until you decided to withdraw the entire Fixed Allocation after exactly three (3) years, therefore 24 months remain before the Maturity Date (N = 24).

### **Example of Positive MVA**

Assume that at the time you request the withdrawal, the fixed interest rate for a new Fixed Allocation with a Guarantee Period of 24 months is 3.5% (J = 3.5%). Based on these assumptions, the MVA would be calculated as follows:

$$\begin{aligned} \text{MVA Factor} &= [(1+I)/(1+J+0.0010)]^{N/12} = [1.05/1.036]^2 = 1.027210 \\ \text{Interim Value} &= \$57,881.25 \\ \text{Account Value after MVA} &= \text{Interim Value} \times \text{MVA Factor} = \$59,456.20. \end{aligned}$$

### **Example of Negative MVA**

Assume that at the time you request the withdrawal, the fixed interest rate for a new Fixed Allocation with a Guarantee Period of 24 months is 6.0% (J = 6.0%). Based on these assumptions, the MVA would be calculated as follows:

$$\begin{aligned} \text{MVA Factor} &= [(1+I)/(1+J+0.0010)]^{N/12} = [1.05/1.061]^2 = 0.979372 \\ \text{Interim Value} &= \$57,881.25 \\ \text{Account Value after MVA} &= \text{Interim Value} \times \text{MVA Factor} = \$56,687.28. \end{aligned}$$

### **WHAT HAPPENS WHEN MY GUARANTEE PERIOD MATURES?**

The "Maturity Date" for a Fixed Allocation is the last day of the Guarantee Period. Before the Maturity Date, you may choose to renew the Fixed Allocation for a new Guarantee Period of the same or different length or you may transfer all or part of that Fixed Allocation's Account Value to another Fixed Allocation or to one or more Sub-accounts. We will notify you before the end of the Guarantee Period about the fixed interest rates that we are currently crediting to all Fixed Allocations that are being offered. The rates being credited to Fixed Allocations may change before the Maturity Date. We will not charge a MVA if you choose to renew a Fixed Allocation on its Maturity Date or transfer the Account Value to one or more variable investment options.

If you do not specify how you want a Fixed Allocation to be allocated on its Maturity Date, it will be renewed for a Fixed Allocation of the same duration if then available.

### **ACCESS TO ACCOUNT VALUE**

#### **WHAT TYPES OF DISTRIBUTIONS ARE AVAILABLE TO ME?**

During the accumulation period you can access your Account Value through Partial Withdrawals, Systematic Withdrawals, and where required for tax purposes, Minimum Distributions. You can also surrender your Annuity at any time. We may deduct a portion of the Account Value being withdrawn or surrendered as a CDSC. If you surrender your Annuity, in addition to any CDSC, we may deduct the Annual Maintenance Fee, any Tax Charge that applies and the charge for any optional benefits. We may also apply a Market Value Adjustment to any Fixed Allocations. Certain amounts may be available to you each Annuity Year that are not subject to a CDSC. These are called "Free Withdrawals." In addition, under certain circumstances, we may waive the CDSC for surrenders made for qualified medical reasons or for withdrawals made to satisfy Minimum Distribution requirements. Unless you notify us

differently, withdrawals are taken pro-rata based on the Account Value in the investment options at the time we receive your withdrawal request. Each of these types of distributions is described more fully below.

## **ARE THERE TAX IMPLICATIONS FOR DISTRIBUTIONS?**

(For more information, see "Tax Considerations")

### **During the Accumulation Period**

A distribution during the accumulation period is deemed to come first from any "gain" in your Annuity and second as a return of your "tax basis", if any. Distributions from your Annuity are generally subject to ordinary income taxation on the amount of any investment gain unless the distribution qualifies as a non-taxable exchange or transfer. If you take a distribution prior to the taxpayer's age 59½, you may be subject to a 10% penalty in addition to ordinary income taxes on any gain. You may wish to consult a professional tax advisor for advice before requesting a distribution.

### **During the Annuitization Period**

During the annuitization period, a portion of each annuity payment is taxed as ordinary income at the tax rate you are subject to at the time of the payment. The Code and regulations have "exclusionary rules" that we use to determine what portion of each annuity payment should be treated as a return of any tax basis you have in the Annuity. Once the tax basis in the Annuity has been distributed, the remaining annuity payments are taxable as ordinary income. The tax basis in the Annuity may be based on the tax-basis from a prior contract in the case of a 1035 exchange or other qualifying transfer.

## **CAN I WITHDRAW A PORTION OF MY ANNUITY?**

Yes, you can make a withdrawal during the accumulation period.

- To meet liquidity needs, you can withdraw a limited amount from your Annuity during each of Annuity Years 1-7 without a CDSC being applied. We call this the "Free Withdrawal" amount. The Free Withdrawal amount is not available if you choose to surrender your Annuity. Amounts withdrawn as a Free Withdrawal do not reduce the amount of CDSC that may apply upon a subsequent withdrawal or surrender of the Annuity. The minimum Free Withdrawal you may request is \$100.
- You can also make withdrawals in excess of the Free Withdrawal amount. We call this a "Partial Withdrawal." The amount that you may withdraw will depend on the Annuity's Surrender Value. The Surrender Value is equal to your Account Value minus any CDSC, the Annual Maintenance Fee, the Tax Charge, any charges for optional benefits and any Market Value Adjustment that may apply to any Fixed Allocations. After any Partial Withdrawal, your Annuity must have a Surrender Value of at least \$1,000, or we may treat the Partial Withdrawal request as a request to fully surrender your Annuity. The minimum Partial Withdrawal you may request is \$100.

When we determine if a CDSC applies to Partial Withdrawals and Systematic Withdrawals, we will first determine what, if any, amounts qualify as a Free Withdrawal. Those amounts are not subject to the CDSC. Partial Withdrawals or Systematic Withdrawals of amounts greater than the maximum Free Withdrawal amount will be subject to a CDSC.

You may request a withdrawal for an exact dollar amount after deduction of any CDSC that applies (called a "net withdrawal") or request a gross withdrawal from which we will deduct any CDSC that applies, resulting in less money being payable to you than the amount you requested. If you request a net withdrawal, the amount deducted from your Account Value to pay the CDSC may also be subject to a CDSC.

Partial Withdrawals may also be available following annuitization but only if you choose certain annuity payment options.

To request the forms necessary to make a withdrawal from your Annuity, call 1-800-766-4530 or visit our Internet Website at [www.americanskandia.com](http://www.americanskandia.com).

## **HOW MUCH CAN I WITHDRAW AS A FREE WITHDRAWAL?**

The Free Withdrawal provision that applies to your Annuity depends on its Issue Date and your residence state. We began offering a new Free Withdrawal provision in most states as of May 1, 1996. The Free Withdrawal provision also varies depending on whether your Annuity is used as a funding vehicle for a qualified plan under Section 401 of the Code. As of the date of this Prospectus, we are no longer offering the Annuity for use with Section 401 plans.

### *Annuities Issued on or after May 1, 1996*

The maximum Free Withdrawal amount during any Annuity Year is the greater of:

1. the "Growth" in the Annuity; or

2. 10% of Purchase Payments that, as of the date of the withdrawal, have been invested for less than the CDSC period (with your Annuity, seven (7) years), minus any prior Free Withdrawals, or amounts deemed to come from Free Withdrawals, during the then current Annuity Year.
3. The "emergency amount" available each Annuity Year minus any prior Free Withdrawals or amounts deemed to come from Free Withdrawals. The "emergency amount" on the Issue Date is 10% of the initial Purchase Payment. At the beginning of each subsequent Annuity Year, the "emergency amount" is increased by 10% of all Purchase Payments that have been invested for less than the CDSC period, subject to a maximum of 50%. During any Annuity Year, the "emergency amount" is increased by 10% of all Purchase Payments applied during the Annuity Year.

*Annuities Issued before May 1, 1996*

The maximum Free Withdrawal amount during any Annuity Year is the greater of:

1. the "Growth" in the Annuity; or
2. 10% of Purchase Payments that, as of the date of the withdrawal, have been invested for less than the CDSC period (with your Annuity, seven (7) years), minus any prior Free Withdrawals, or amounts deemed to come from Free Withdrawals, during the then current Annuity Year.
3. The "emergency amount" available each Annuity Year on or after Annuity Year 1 is 35% of all Purchase Payments that have been invested for less than the CDSC period (with your Annuity, seven (7) years) minus the sum of all prior withdrawals of any type.

*Annuities used as funding vehicles for Section 401 Plans*

The maximum Free Withdrawal amount during any Annuity Year is the same as above based on the Issue Date of the Annuity.

However, Item (2) of each provision is as follows:

2. 20% of Purchase Payments that, as of the date of the withdrawal, have been invested for less than the CDSC period (with your Annuity, seven (7) years), minus any prior Free Withdrawals, or amounts deemed to come from Free Withdrawals, during the then current Annuity Year.

Under each provision above, "Growth" equals the current Account Value less all Purchase Payments that have been invested for less than the CDSC period and have not been previously withdrawn. "Growth" does not include any additional amounts we applied to your Annuity based on your Purchase Payments.

**NOTE:** Free withdrawals do not reduce the amount of any CDSC that would apply upon a partial withdrawal or subsequent surrender. The minimum Free Withdrawal you may request is \$100. We may apply a Market Value Adjustment to any Fixed Allocations.

**Examples**

The following hypothetical examples assume that your Annuity was issued on or after May 1, 1996.

1. Assume you make an initial Purchase Payment of \$10,000 and make no additional Purchase Payments. Assume that in Annuity Year 3, due to positive investment performance, your Account Value is \$12,500. If you have made no previous Free Withdrawals, the maximum Free Withdrawal amount in Annuity Year 3 would be the greater of Growth (Account Value minus Purchase Payments = \$2,500), 10% of Purchase Payments (\$1,000) or 30% of Purchase Payments (\$3,000). Your maximum Free Withdrawal amount in Annuity Year 3 would be \$3,000.
2. Assume you make an initial Purchase Payment of \$10,000 and make no additional Purchase Payments. Assume that in Annuity Year 3, due to positive investment performance, your Account Value is \$12,500. Assume you choose to withdraw the Growth, equal to \$2,500 in Annuity Year 3. Assume further that in Annuity Year 5, your Account Value has increased to \$11,000 due to positive investment performance. The maximum Free Withdrawal amount in Annuity Year 5 would be the greater of Growth (Account Value minus Purchase Payments = \$1,000), 10% of Purchase Payments (\$1,000) or 50% of Purchase Payments minus the sum of any prior Free Withdrawals (\$5,000 - \$2,500 = \$2,500).
3. Assume you make an initial Purchase Payment of \$10,000 and make no additional Purchase Payments. Assume that in Annuity Year 3, due to positive investment performance, your Account Value is \$12,500. Assume you take the maximum Free Withdrawal amount in Annuity Year 3 (\$3,000) as described in Item 1 above. Further assume that in Annuity Year 4, you choose to surrender your Annuity. Assume that your Account Value in Annuity Year 4 has increased to \$10,500 due to positive investment performance. Upon surrender, we will deduct a CDSC of 5% based on the number of years that your Purchase Payment has been invested times the amount of your Purchase Payment that has not been previously withdrawn. The amount of the previous Free Withdrawal was not subject to a CDSC when withdrawn. Therefore, upon surrender, the amount of the entire Purchase Payment is subject to the CDSC (5.0% of \$10,000 = \$500). You would receive \$10,000 minus the Annual Maintenance Fee.

When we determine if a CDSC applies to Partial Withdrawals and Systematic Withdrawals, we will first determine what, if any, amounts qualify as a Free Withdrawal. Those amounts are not subject to the CDSC. Partial Withdrawal or Systematic Withdrawal of amounts greater than the maximum Free Withdrawal amount will be subject to a CDSC.

### **IS THERE A CHARGE FOR A PARTIAL WITHDRAWAL?**

A CDSC may be assessed against a Partial Withdrawal during the accumulation period. Whether a CDSC applies and the amount to be charged depends on whether the Partial Withdrawal exceeds any Free Withdrawal amount and, if so, the number of years that have elapsed since the Purchase Payment being withdrawn has been invested in the Annuity.

1. If you request a Partial Withdrawal we determine if the amount you requested is available as a Free Withdrawal (in which case it would not be subject to a CDSC);
2. If the amount requested exceeds the available Free Withdrawal amount:
  - First, we withdraw the amount from Purchase Payments that have been invested for longer than the CDSC period, if any (with your Annuity, seven (7) years);
  - Second, we withdraw the remaining amount from the Purchase Payments that are still subject to a CDSC. We withdraw the "oldest" of your Purchase Payments first so that the lowest CDSC will apply to the amount withdrawn.

Any CDSC will only apply to the amount withdrawn that exceeds the Free Withdrawal amount.

For purposes of calculating the CDSC on a partial withdrawal, the Purchase Payments being withdrawn may be greater than your remaining Account Value or the amount of your withdrawal request. This is most likely to occur if you have made prior withdrawals under the Free Withdrawal provision or if your Account Value has declined in value due to negative market performance.

3. If the amount requested exceeds the amounts available under Item #2 above, we withdraw the remaining amount from any other Account Value.

### **CAN I MAKE PERIODIC WITHDRAWALS FROM THE ANNUITY DURING THE ACCUMULATION PERIOD?**

Yes. We call these "Systematic Withdrawals." You can receive Systematic Withdrawals of earnings only, principal plus earnings or a flat dollar amount. Systematic Withdrawals may be subject to a CDSC. We will determine whether a CDSC applies and the amount in the same way as we would for a Partial Withdrawal.

Systematic Withdrawals can be made from Account Value allocated to the variable investment options or Fixed Allocations. Generally, Systematic Withdrawals from Fixed Allocations are limited to earnings accrued after the program of Systematic Withdrawals begins, or payments of fixed dollar amounts that do not exceed such earnings. Systematic Withdrawals are available on a monthly, quarterly, semi-annual or annual basis. The Surrender Value of your Annuity must be at least \$20,000 before we will allow you to begin a program of Systematic Withdrawals.

The minimum amount for each Systematic Withdrawal is \$100. If any scheduled Systematic Withdrawal is for less than \$100, we may postpone the withdrawal and add the expected amount to the amount that is to be withdrawn on the next scheduled Systematic Withdrawal.

### **DO YOU OFFER A PROGRAM FOR WITHDRAWALS UNDER SECTION 72(t) OF THE INTERNAL REVENUE CODE?**

Yes. If your Annuity is used as a funding vehicle for certain retirement plans that receive special tax treatment under Sections 401, 403(b) or 408 of the Code, Section 72(t) of the Code may provide an exception to the 10% penalty tax on distributions made prior to age 59½ if you elect to receive distributions as a series of "substantially equal periodic payments". Distributions received under this provision in any Annuity Year that exceed the maximum amount available as a free withdrawal will be subject to a CDSC. We may apply a Market Value Adjustment to any Fixed Allocations. To request a program that complies with Section 72(t), you must provide us with certain required information in writing on a form acceptable to us. We may require advance notice to allow us to calculate the amount of 72(t) withdrawals. The Surrender Value of your Annuity must be at least \$20,000 before we will allow you to begin a program for withdrawals under Section 72(t). The minimum amount for any such withdrawal is \$100.

You may also annuitize your contract and begin receiving payments for the remainder of your life (or life expectancy) as a means of receiving income payments before age 59½ that are not subject to the 10% penalty.

## **WHAT ARE MINIMUM DISTRIBUTIONS AND WHEN WOULD I NEED TO MAKE THEM?**

(See "Tax Considerations" for a further discussion of Minimum Distributions.)

Minimum Distributions are a type of Systematic Withdrawal we allow to meet distribution requirements under Sections 401, 403(b) or 408 of the Code. Under the Code, you may be required to begin receiving periodic amounts from your Annuity. In such case, we will allow you to make Systematic Withdrawals in amounts that satisfy the minimum distribution rules under the Code. We do not assess a CDSC on Minimum Distributions from your Annuity if you are required by law to take such Minimum Distributions from your Annuity at the time it is taken. However, a CDSC may be assessed on that portion of a Systematic Withdrawal that is taken to satisfy the minimum distribution requirements in relation to other savings or investment plans under other qualified retirement plans not maintained with American Skandia.

The amount of the required Minimum Distribution for your particular situation may depend on other annuities, savings or investments. We will only calculate the amount of your required Minimum Distribution based on the value of your Annuity. We require three (3) days advance written notice to calculate and process the amount of your payments. You may elect to have Minimum Distributions paid out monthly, quarterly, semi-annually or annually. The \$100 minimum that applies to Systematic Withdrawals does not apply to Minimum Distributions.

You may also annuitize your contract and begin receiving payments for the remainder of your life (or life expectancy) as a means of receiving income payments and satisfying the Minimum Distribution requirements under the Code.

## **CAN I SURRENDER MY ANNUITY FOR ITS VALUE?**

Yes. During the accumulation period you can surrender your Annuity at any time. Upon surrender, you will receive the Surrender Value. Upon surrender of your Annuity, you will no longer have any rights under the Annuity.

For purposes of calculating the CDSC on surrender, the Purchase Payments being withdrawn may be greater than your remaining Account Value or the amount of your withdrawal request. This is most likely to occur if you have made prior withdrawals under the Free Withdrawal provision or if your Account Value has declined in value due to negative market performance. We may apply a Market Value Adjustment to any Fixed Allocations.

Under certain annuity payment options, you may be allowed to surrender your Annuity for its then current value.

To request the forms necessary to surrender your Annuity, call 1-800-766-4530 or visit our Internet Website at [www.americanskandia.com](http://www.americanskandia.com).

## **WHAT IS A MEDICALLY-RELATED SURRENDER AND HOW DO I QUALIFY?**

Where permitted by law, you may request to surrender your Annuity prior to the Annuity Date without application of any CDSC upon occurrence of a medically-related "Contingency Event". We may apply a Market Value Adjustment to any Fixed Allocations. The amount payable will be your Account Value.

This waiver of any applicable CDSC is subject to our rules, including but not limited to the following:

- the Annuitant must be alive as of the date we pay the proceeds of such surrender request;
- if the Owner is one or more natural persons, all such Owners must also be alive at such time;
- we must receive satisfactory proof of the Annuitant's confinement in a Medical Care Facility or Fatal Illness in writing on a form satisfactory to us; and
- this benefit is not available if the total Purchase Payments received exceed \$500,000 for all annuities issued by us with this benefit where the same person is named as Annuitant.

For contracts issued before May 1, 1996 a "Contingency Event" occurs if the Annuitant is:

- first confined in a "Medical Care Facility" while your Annuity is in force and remains confined for at least 90 days in a row; or
- first diagnosed as having a "Fatal Illness" while your Annuity is in force.

For contracts issued on or after May 1, 1996, and where allowed by law, the Annuitant must have been named or any change of Annuitant must have been accepted by us, prior to the "Contingency Event" described above in order to qualify for a medically-related surrender.

The definitions of "Medical Care Facility" and "Fatal Illness," as well as additional terms and conditions, are provided in your Annuity. Specific details and definitions in relation to this benefit may differ in certain jurisdictions.

## WHAT TYPES OF ANNUITY OPTIONS ARE AVAILABLE?

We currently make annuity options available that provide fixed annuity payments, variable payments or adjustable payments. Fixed options provide the same amount with each payment. Variable options generally provide a payment which may increase or decrease depending on the investment performance of the Sub-accounts. However, currently, we also make a variable payment option that has a guarantee feature. Adjustable options provide a fixed payment that is periodically adjusted based on current interest rates. **We do not guarantee to make any annuity payment options available in the future.** For additional information on annuity payment options you may request a Statement of Additional Information.

When you purchase an Annuity, or at a later date, you may choose an Annuity Date, an annuity option and the frequency of annuity payments. You may change your choices before the Annuity Date under the terms of your contract. A maximum Annuity Date may be required by law. The Annuity Date may depend on the annuity option you choose. Certain annuity options may not be available depending on the age of the Annuitant.

Certain of these annuity options may be available to Beneficiaries who choose to receive the Death Benefit proceeds as a series of payments instead of a lump sum payment.

### Option 1

**Payments for Life:** Under this option, income is payable periodically until the death of the "key life". The "key life" (as used in this section) is the person or persons upon whose life annuity payments are based. No additional annuity payments are made after the death of the key life. Since no minimum number of payments is guaranteed, this option offers the largest amount of periodic payments of the life contingent annuity options. *It is possible that only one payment will be payable if the death of the key life occurs before the date the second payment was due, and no other payments nor death benefits would be payable.* **This Option is currently available on a fixed or variable basis.** Under this option, you cannot make a partial or full surrender of the annuity.

### Option 2

**Payments Based on Joint Lives:** Under this option, income is payable periodically during the joint lifetime of two key lives, and thereafter during the remaining lifetime of the survivor, ceasing with the last payment prior to the survivor's death. No minimum number of payments is guaranteed under this option. *It is possible that only one payment will be payable if the death of all the key lives occurs before the date the second payment was due, and no other payments or death benefits would be payable.* **This Option is currently available on a fixed or variable basis.** Under this option, you cannot make a partial or full surrender of the annuity.

### Option 3

**Payments for Life with a Certain Period:** Under this option, income is payable until the death of the key life. However, if the key life dies before the end of the period selected (5, 10 or 15 years), the remaining payments are paid to the Beneficiary until the end of such period. **This Option is currently available on a fixed or variable basis.** If you elect to receive payments on a variable basis under this option, you can request partial or full surrender of the annuity and receive its then current cash value (if any) subject to our rules.

### Option 4

**Fixed Payments for a Certain Period:** Under this option, income is payable periodically for a specified number of years. If the payee dies before the end of the specified number of years, the remaining payments are paid to the Beneficiary until the end of such period. *Note that under this option, payments are not based on any assumptions of life expectancy. Therefore, that portion of the Insurance Charge assessed to cover the risk that key lives outlive our expectations provides no benefit to an Owner selecting this option.* Under this option, you cannot make a partial or full surrender of the annuity.

### Option 5

**Variable Payments for Life with a Cash Value:** Under this option, benefits are payable periodically until the death of the key life. Benefits may increase or decrease depending on the investment performance of the Sub-accounts. This option has a cash value that also varies with the investment performance of the Sub-account. The cash value provides a "cushion" from volatile investment performance so that negative investment performance does not automatically result in a decrease in the annuity payment each month, and positive investment performance does not automatically result in an increase in the annuity payment each month. The cushion generally "stabilizes" monthly annuity payments. Any cash value remaining on the death of the key life is paid to the Beneficiary in a lump sum or as periodic payments. Under this option, you can request partial or full surrender of the annuity and receive its then current cash value (if any) subject to our rules.

### Option 6

**Variable Payments for Life with a Cash Value and Guarantee:** Under this option, benefits are payable as described in Option 5; except that, while the key life is alive, the annuity payment will not be less than a guaranteed amount, which generally is equal to the first annuity payment. **We charge an additional amount for this guarantee.** Under this option, any cash value remaining on the

death of the key life is paid to the Beneficiary in a lump sum or as periodic payments. Under this option, you can request partial or full surrender of the annuity and receive its then current cash value (if any) subject to our rules.

We may make additional annuity payment options available in the future.

### **HOW AND WHEN DO I CHOOSE THE ANNUITY PAYMENT OPTION?**

Unless prohibited by law, we require that you elect either a life annuity or an annuity with a certain period of at least 5 years if any CDSC would apply were you to surrender your Annuity on the Annuity Date. Therefore, making a purchase payment within seven years of the Annuity Date limits your annuity payment options. Certain annuity payment options may not be available if your Annuity Date occurs during the period that a CDSC would apply.

If you have not provided us with your Annuity Date or annuity payment option in writing, then:

- the Annuity Date will be the first day of the calendar month following the later of the Annuitant's 85th birthday or the fifth anniversary of our receipt of your request to purchase an Annuity; and
- the annuity payments, where allowed by law, will be calculated on a fixed basis under Option 3, Payments for Life with 10 years certain.

### **HOW ARE ANNUITY PAYMENTS CALCULATED?**

#### **Fixed Annuity Payments (Options 1-4)**

If you choose to receive fixed annuity payments, you will receive equal fixed-dollar payments throughout the period you select. The amount of the fixed payment will vary depending on the annuity payment option and payment frequency you select. Generally, the first annuity payment is determined by multiplying the Account Value, minus any state premium taxes that may apply, by the factor determined from our table of annuity rates. The table of annuity rates differs based on the type of annuity chosen and the frequency of payment selected. Our rates will not be less than our guaranteed minimum rates. These guaranteed minimum rates are derived from the 1983a Individual Annuity Mortality Table with an assumed interest rate of 3% per annum. Where required by law or regulation, such annuity table will have rates that do not differ according to the gender of the key life. Otherwise, the rates will differ according to the gender of the key life.

#### **Variable Annuity Payments**

We offer three different types of variable annuity payment options. The first annuity payment will be calculated based upon the assumed investment return ("AIR"). You select the AIR before we start to make annuity payments. You will not receive annuity payments until you choose an AIR. The remaining annuity payments will fluctuate based on the performance of the Sub-accounts relative to the AIR, as well as, other factors described below. The greater the AIR, the greater the first annuity payment. A higher AIR may result in smaller potential growth in the annuity payments. A lower AIR results in a lower initial annuity payment. Within payment options 1-3, if the Sub-accounts you choose perform exactly the same as the AIR, then subsequent annuity payments will be the same as the first annuity payment. If the Sub-accounts you choose perform better than the AIR, then subsequent annuity payments will be higher than the first annuity payment. If the Sub-accounts you choose perform worse than the AIR, then subsequent annuity payments will be lower than the first. Within payment options 5 and 6, the cash value for the Annuitant (while alive) and a variable period of time during which annuity payments will be made whether or not the Annuitant is still alive are adjusted based on the performance of the Sub-accounts relative to the AIR; however, subsequent annuity payments do not always increase or decrease based on the performance of the Sub-accounts relative to the AIR.

- **Variable Payments (Options 1-3)**

We calculate each annuity payment amount by multiplying the number of units scheduled to be redeemed under a schedule of units for each Sub-account by the Unit Value of each Sub-account on the annuity payment date. We determine the schedule of units based on your Account Value (minus any premium tax that applies) at the time you elect to begin receiving annuity payments. The schedule of units will vary based on the annuity payment option selected, the length of any certain period (if applicable), the Annuitant's age and gender (if annuity payments are due for the life of the Annuitant) and the Unit Value of the Sub-accounts you initially selected on the Issue Date. The calculation is performed for each Sub-account, and the sum of the Sub-account calculations equals the amount of your annuity payment. Other than to fund annuity payments, the number of units allocated to each Sub-account will not change unless you transfer among the Sub-accounts or make a withdrawal (if allowed). You can select one of three AIRs for these options: 3%, 5% or 7%.

- **Stabilized Variable Payments (Option 5)**

This option provides guaranteed payments for life, a cash value for the Annuitant (while alive) and a variable period of time during which annuity payments will be made whether or not the Annuitant is still alive. We calculate the initial annuity payment amount by multiplying the number of units scheduled to be redeemed under a schedule of units by the Unit Values determined on the annuitization date. The schedule of units is established for each Sub-account you choose on the annuitization date based on the applicable benchmark rate, meaning the AIR, and the annuity factors. The annuity factors

reflect our assumptions regarding the costs we expect to bear in guaranteeing payments for the lives of the Annuitant and will depend on the benchmark rate, the annuitant's attained age and gender (where permitted). Unlike variable payments (described above) where each payment can vary based on Sub-account performance, this payment option cushions the immediate impact of Sub-account performance by adjusting the length of the time during which annuity payments will be made whether or not the Annuitant is alive while generally maintaining a level annuity payment amount. Sub-account performance that exceeds a benchmark rate will generally extend this time period, while Sub-account performance that is less than a benchmark rate will generally shorten the period. If the period reaches zero and the Annuitant is still alive, Annuity Payments continue, however, the annuity payment amount will vary depending on Sub-account performance, similar to conventional variable payments. The AIR for this option is 4%.

▪ **Stabilized Variable Payments with a Guaranteed Minimum (Option 6)**

This option provides guaranteed payments for life in the same manner as Stabilized Variable Payments (described above). In addition to the stabilization feature, this option also guarantees that variable annuity payments will not be less than the initial annuity payment amount regardless of Sub-account performance. The AIR for this option is 3%.

The variable annuity payment options are described in greater detail in a separate prospectus which will be provided to you at the time you elect one of the variable annuity payment options.

### **Adjustable Annuity Payments**

We may make an adjustable annuity payment option available. Adjustable annuity payments are calculated similarly to fixed annuity payments except that on every fifth (5<sup>th</sup>) anniversary of receiving annuity payments, the annuity payment amount is adjusted upward or downward depending on the rate we are currently crediting to annuity payments. The adjustment in the annuity payment amount does not affect the duration of remaining annuity payments, only the amount of each payment.

## **DEATH BENEFIT**

### **WHAT TRIGGERS THE PAYMENT OF A DEATH BENEFIT?**

The Annuity provides a Death Benefit during its accumulation period. **If the Annuity is owned by one or more natural persons, the Death Benefit is payable upon the first death of an Owner. If the Annuity is owned by an entity, the Death Benefit is payable upon the Annuitant's death, if there is no Contingent Annuitant.** If a Contingent Annuitant was designated before the Annuitant's death and the Annuitant dies, then the Contingent Annuitant becomes the Annuitant and a Death Benefit will not be paid at that time. The person upon whose death the Death Benefit is paid is referred to below as the "decedent."

### **BASIC DEATH BENEFIT**

The Annuity provides a basic Death Benefit at no additional charge. The Insurance Charge we deduct daily from your Account Value allocated to the Sub-accounts is used, in part, to pay us for the risk we assume in providing the basic Death Benefit guarantee under the Annuity. The Annuity also offers two different optional Death Benefits. Either benefit can be purchased for an additional charge. The additional charge is deducted to compensate American Skandia for providing increased insurance protection under the optional Death Benefits. **Notwithstanding the additional protection provided under the optional Death Benefits, the additional cost has the impact of reducing the net performance of the investment options.**

The **basic Death Benefit** depends on the decedent's age on the date of death:

*If death occurs before the decedent's age 90:* The Death Benefit is the greater of:

- The sum of all Purchase Payments less the sum of all withdrawals; and
- The sum of your Account Value in the variable investment options and your Interim Value in the Fixed Allocations.

*If death occurs when the decedent is age 90 or older:* The Death Benefit is your Account Value.

## OPTIONAL DEATH BENEFITS

Two optional Death Benefits are offered for purchase with your Annuity to provide an enhanced level of protection for your beneficiaries.

**Currently, these benefits are only offered and must be elected at the time that you purchase your Annuity. We may, at a later date, allow existing Annuity Owners to purchase either of the optional Death Benefits subject to our rules and any changes or restrictions in the benefits. Certain terms and conditions may differ if you purchase your Annuity as part of an exchange, replacement or transfer, in whole or in part, from any other Annuity we issue.**

### *Enhanced Beneficiary Protection Optional Death Benefit*

The Enhanced Beneficiary Protection Optional Death Benefit can provide additional amounts to your Beneficiary that may be used to offset federal and state taxes payable on any taxable gains in your Annuity at the time of your death. Whether this benefit is appropriate for you may depend on your particular circumstances, including other financial resources that may be available to your Beneficiary to pay taxes on your Annuity should you die during the accumulation period. No benefit is payable if death occurs on or after the Annuity Date.

**The Enhanced Beneficiary Protection Optional Death Benefit provides a benefit that is payable in addition to the basic Death Benefit.** If the Annuity has one Owner, the Owner must be age 75 or less at the time the benefit is purchased. If the Annuity has joint Owners, the oldest Owner must be age 75 or less. If the Annuity is owned by an entity, the Annuitant must be age 75 or less.

### **Calculation of Enhanced Beneficiary Protection Optional Death Benefit**

If you purchase the Enhanced Beneficiary Protection Optional Death Benefit, the Death Benefit is calculated as follows:

1. the **basic Death Benefit** described above;

**PLUS**

2. 40% of your "**Growth**" under the Annuity, as defined below.

"**Growth**" means the sum of your Account Value in the variable investment options and your Interim Value in the Fixed Allocations, minus the total of all Purchase Payments reduced by the sum of all proportional withdrawals.

"**Proportional withdrawals**" are determined by calculating the percentage of your Account Value that each prior withdrawal represented when withdrawn.

**The Enhanced Beneficiary Protection Optional Death Benefit is subject to a maximum of 100% of all Purchase Payments applied to the Annuity at least 12 months prior to the death of the decedent that triggers the payment of the Death Benefit.**

**The Enhanced Beneficiary Protection Optional Death Benefit described above is currently being offered in those jurisdictions where we have received regulatory approval. Certain terms and conditions may differ between jurisdictions once approved. Please see Appendix G for a description of the Enhanced Beneficiary Protection Optional Death Benefit offered before November 18, 2002 in those jurisdictions where we received regulatory approval. Please refer to the section entitled "Tax Considerations" for a discussion of special tax considerations for purchasers of this benefit.**

See Appendix C for examples of how the Enhanced Beneficiary Protection Optional Death Benefit is calculated.

### *Highest Anniversary Value Death Benefit*

If the Annuity has one Owner, the Owner must be age 79 or less at the time Highest Anniversary Value Optional Death Benefit is purchased. If the Annuity has joint Owners, the oldest Owner must be age 79 or less. If the Annuity is owned by an entity, the Annuitant must be age 79 or less.

***Certain of the Portfolios offered as Sub-accounts under the Annuity are not available if you elect the Highest Anniversary Value Death Benefit.***

## Key Terms Used with the Highest Anniversary Value Death Benefit

- The Death Benefit Target Date is the contract anniversary on or after the 80<sup>th</sup> birthday of the current Owner, the oldest of either joint Owner or the Annuitant, if entity owned.
- The Highest Anniversary Value equals the highest of all previous "Anniversary Value" less proportional withdrawals since such anniversary and plus any Purchase Payments since such anniversary.
- The Anniversary Value is the Account Value as of each anniversary of the Issue Date of the Annuity. The Anniversary Value on the Issue Date is equal to your Purchase Payment.
- Proportional withdrawals result in a reduction to the Highest Anniversary Value by reducing such value in the same proportion as the Account Value was reduced by the withdrawal as of the date the withdrawal occurred. For example, if your Highest Anniversary Value is \$125,000 and you subsequently withdraw \$10,000 at a time when your Account Value is equal to \$100,000 (a 10% reduction), when calculating the optional Death Benefit we will reduce your Highest Anniversary Value (\$125,000) by 10% or \$12,500.

## Calculation of Highest Anniversary Value Death Benefit

The Highest Anniversary Value Death Benefit depends on whether death occurs before or after the Death Benefit Target Date.

*If the Owner dies before the Death Benefit Target Date, the Death Benefit equals the greater of:*

1. the basic Death Benefit described above; and
2. the Highest Anniversary Value as of the Owner's date of death.

*If the Owner dies on or after the Death Benefit Target Date, the Death Benefit equals the greater of:*

1. the basic Death Benefit described above; and
2. the Highest Anniversary Value on the Death Benefit Target Date plus the sum of all Purchase Payments less the sum of all proportional withdrawals since the Death Benefit Target Date.

**The amount determined by this calculation is increased by any Purchase Payments received after the Owner's date of death and decreased by any proportional withdrawals since such date.**

**The Highest Anniversary Value Death Benefit described above is currently being offered in those jurisdictions where we have received regulatory approval. Certain terms and conditions may differ between jurisdictions once approved. Please see Appendix G for a description of the Guaranteed Minimum Death Benefit offered before November 18, 2002 in those jurisdictions where we received regulatory approval.**

See Appendix C for examples of how the Highest Anniversary Value Death Benefit is calculated.

## Annuitants with joint Owners

For Annuitants with Joint Owners, the Death Benefit is calculated as shown above except that the age of the oldest of the Joint Owners is used to determine the Death Benefit Target Date. NOTE: If you and your spouse own the Annuity jointly, we will pay the Death Benefit to the Beneficiary. If the sole primary Beneficiary is the surviving spouse, then the surviving spouse can elect to assume ownership of the Annuity and continue the contract instead of receiving the Death Benefit.

## Annuitants owned by entities

For Annuitants owned by an entity, the Death Benefit is calculated as shown above except that the age of the Annuitant is used to determine the Death Benefit Target Date. Payment of the Death Benefit is based on the death of the Annuitant (or Contingent Annuitant, if applicable).

## Can I terminate the optional Death Benefits? Do the optional Death Benefits terminate under other circumstances?

You can terminate the Enhanced Beneficiary Protection Optional Death Benefit and Highest Anniversary Value Optional Death Benefit at any time. Both optional Death Benefits will terminate automatically on the Annuity Date. We may also terminate any optional Death Benefit if necessary to comply with our interpretation of the Code and applicable regulations.

## What are the charges for the optional Death Benefits?

We deduct a charge equal to 0.25% per year, respectively, if you elect the Highest Anniversary Value Optional Death Benefit or the Enhanced Beneficiary Protection Optional Death Benefit. If you elect both optional Death Benefits, the total charge is equal to 0.50%

per year. We deduct the charge to compensate American Skandia for providing increased insurance protection under the optional Death Benefit. The additional annual charge is deducted daily against your Account Value allocated to the Sub-accounts.

Please refer to the section entitled "Tax Considerations" for additional considerations in relation to the optional Death Benefit.

## **AMERICAN SKANDIA'S ANNUITY REWARDS**

### **What is the Annuity Rewards benefit?**

The Annuity Rewards benefit offers Owners the ability to capture any market gains since the Issue Date of their Annuity as an enhancement to their current Death Benefit so their Beneficiaries will not receive less than the Annuity's value as of the date the Owner elects the benefit.

Under the Annuity Rewards benefit, American Skandia guarantees that the Death Benefit will not be less than:

- ◆ your Account Value in the variable investment options plus the Interim Value in any Fixed Allocations as of the effective date of the Owner's election
- ◆ MINUS any proportional withdrawals\* following the date of election
- ◆ PLUS any additional Purchase Payments applied to the Annuity following the date of election.

\* "Proportional withdrawals" are determined by calculating the percentage of the Account Value that each withdrawal represented when withdrawn. For example, a withdrawal of 50% of your Account Value would be treated as a 50% reduction in the amount payable under the Death Benefit.

The Annuity Rewards Death Benefit enhancement does not affect the calculation of the basic Death Benefit or any Optional Death Benefits available under the Annuity to the extent such benefit provides for a change in the method of calculation based on the age of the decedent as of the date of death. For example, if prior to age 90, the basic Death Benefit is equal to the greater of Purchase Payments minus proportional withdrawals or the Account Value and, at age 90 and older is equal to the Account Value, the Annuity Rewards Death Benefit enhancement will only apply until age 90. If the Death Benefit amount payable under your Annuity's basic Death Benefit or any Optional Death Benefits you purchase is greater than the enhanced Death Benefit under the Annuity Rewards benefit on the date the Death Benefit is calculated, your Beneficiary will receive the higher amount.

### **Who is eligible for the Annuity Rewards benefit?**

Owners can elect the Annuity Rewards Death Benefit enhancement following the seventh (7<sup>th</sup>) anniversary of the Annuity's Issue Date. However, the election is subject to the requirement that their Account Value on the election date is greater than the amount that would be payable to their Beneficiary under the Death Benefit provided under the Annuity as of the election date (including any amounts payable under the Highest Anniversary Value Death Benefit). If an Owner is ineligible when he or she applies for the optional benefit, the Owner can elect the Annuity Rewards Death Benefit enhancement on any subsequent date if they otherwise qualify. The election must occur before annuity payments begin. An Owner can only elect the Annuity Rewards Death Benefit enhancement once. There is no additional charge for electing the Annuity Rewards Death Benefit enhancement.

## **PAYMENT OF DEATH BENEFITS**

### **Payment of Death Benefit to Beneficiary**

Except in the case of a spousal Beneficiary, in the event of your death, the death benefit must be distributed:

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

Unless you have made an election prior to death benefit proceeds becoming due, a Beneficiary can elect to receive the Death Benefit proceeds as a series of fixed annuity payments (annuity payment options 1-4) or as a series of variable annuity payments (annuity payment options 1-3 or 5 and 6). See the section entitled "What Types of Annuity Options are Available."

### **Spousal Beneficiary - Assumption of Annuity**

You may name your spouse as your Beneficiary. If you and your spouse own the Annuity jointly, we assume that the sole primary Beneficiary will be the surviving spouse unless you elect an alternative Beneficiary designation. Unless you elect an alternative Beneficiary designation, the spouse Beneficiary may elect to assume ownership of the Annuity instead of taking the Death Benefit payment. Any Death Benefit (including any optional Death Benefits) that would have been payable to the Beneficiary will become the new Account Value as of the date we receive due proof of death and any required proof of a spousal relationship. As of the date the assumption is effective, the surviving spouse will have all the rights and benefits that would be available under the Annuity to a

new purchaser of the same attained age. For purposes of determining any future Death Benefit for the surviving spouse, the new Account Value will be considered as the initial Purchase Payment. No CDSC will apply to the new Account Value. However, any additional Purchase Payments applied after the date the assumption is effective will be subject to all provisions of the Annuity, including any CDSC that may apply to the additional Purchase Payments.

See the section entitled "Managing Your Annuity - Spousal Contingent Annuitant" for a discussion of the treatment of a spousal Contingent Annuitant in the case of the death of the Annuitant in an entity owned Annuity.

### **IRA Beneficiary Continuation Option**

The Code provides for alternative death benefit payment options when an Annuity is used as an IRA, 403(b) or other "qualified investment" that requires Minimum Distributions. Upon the Owner's death under an IRA, 403(b) or other "qualified investment", a Beneficiary may generally elect to continue the Annuity and receive Minimum Distributions under the Annuity instead of receiving the death benefit in a single payment. The available payment options will depend on whether the Owner died on or before the date he or she was required to begin receiving Minimum Distributions under the Code and whether the Beneficiary is the surviving spouse.

- If death occurs **before** the date Minimum Distributions must begin under the Code, the Death Benefit can be paid out in either a lump sum, within five years from the date of death, or over the life or life expectancy of the designated Beneficiary (as long as payments begin by December 31<sup>st</sup> of the year following the year of death). However, if the spouse is the Beneficiary, the Death Benefit can be paid out over the life or life expectancy of the spouse with such payments beginning no earlier than December 31<sup>st</sup> of the year following the year of death or December 31<sup>st</sup> of the year in which the deceased would have reached age 70½, which ever is later.
- If death occurs **after** the date Minimum Distributions must begin under the Code, the Death Benefit must be paid out at least as rapidly as under the method then in effect.

A Beneficiary has the flexibility to take out more each year than required under the Minimum Distribution rules. Until withdrawn, amounts in an IRA, 403(b) or other "qualified investment" continue to be tax deferred. Amounts withdrawn each year, including amounts that are required to be withdrawn under the Minimum Distribution rules, are subject to tax. You may wish to consult a professional tax advisor for tax advice as to your particular situation. See the section entitled "How are Distributions From Qualified Contracts Taxed? - Minimum Distributions after age 70½."

Upon election of this IRA Beneficiary Continuation option:

- the Annuity contract will be continued in the Owner's name, for the benefit of the Beneficiary.
- the Account Value will be equal to any Death Benefit (including any optional Death Benefit) that would have been payable to the Beneficiary if they had taken a lump sum distribution.
- the Beneficiary may request transfers among Sub-accounts, subject to the same limitations and restrictions that applied to the Owner. NOTE: The Sub-accounts offered under the IRA Beneficiary Continuation option may be limited.
- no additional Purchase Payments can be applied to the Annuity.
- the basic Death Benefit and any optional Death Benefits elected by the Owner will no longer apply to the Beneficiary.
- the Beneficiary can request a withdrawal of all or a portion of the Account Value at any time without application of a CDSC.
- upon the death of the Beneficiary, any remaining Account Value will be paid in a lump sum to the person(s) named by the Beneficiary.
- all amounts in the Annuity must be paid out to the Beneficiary according to the Minimum Distribution rules described above.

Please contact American Skandia for additional information on the availability, restrictions and limitations that will apply to a Beneficiary under the IRA Beneficiary Continuation option.

### **Are there any exceptions to these rules for paying the Death Benefit?**

Yes, there are exceptions that apply no matter how your Death Benefit is calculated. There are exceptions to the Death Benefit if the decedent was not the Owner or Annuitant as of the Issue Date and did not become the Owner or Annuitant due to the prior Owner's or Annuitant's death. Any Death Benefit (including either optional Death Benefit) that applies will be suspended for a two-year period from the date he or she first became Owner or Annuitant. After the two-year suspension period is completed, the Death Benefit is the same as if this person had been an Owner or Annuitant on the Issue Date.

### **When do you determine the Death Benefit?**

We determine the amount of the Death Benefit as of the date we receive "due proof of death", any instructions we require to determine the method of payment and any other written representations we require to determine the proper payment of the Death Benefit to all Beneficiaries. "Due proof of death" may include a certified copy of a death certificate, a certified copy of a decree of a court of

competent jurisdiction as to the finding of death or other satisfactory proof of death. Upon our receipt of "due proof of death" we automatically transfer the Death Benefit to the AST Money Market Sub-account until we further determine the universe of eligible Beneficiaries. Once the universe of eligible Beneficiaries has been determined each eligible Beneficiary may allocate his or her eligible share of the Death Benefit to the Sub-accounts according to our rules.

Each Beneficiary must make an election as to the method they wish to receive their portion of the Death Benefit. Absent an election of a Death Benefit payment method, no Death Benefit can be paid to the Beneficiary. We may require written acknowledgment of all named Beneficiaries before we can pay the Death Benefit. ***During the period from the date of death until we receive all required paper work, the amount of the Death Benefit may be subject to market fluctuations.***

## **VALUING YOUR INVESTMENT**

### **HOW IS MY ACCOUNT VALUE DETERMINED?**

During the accumulation period, the Annuity has an Account Value. The Account Value is determined separately for each Sub-account allocation and for each Fixed Allocation. The Account Value is the sum of the values of each Sub-account allocation and the value of each Fixed Allocation. The Account Value does not reflect any CDSC that may apply to a withdrawal or surrender. When determining the Account Value on any day other than a Fixed Allocation's Maturity Date, the Account Value may include any Market Value Adjustment that would apply to a Fixed Allocation (if withdrawn or transferred) on that day.

### **WHAT IS THE SURRENDER VALUE OF MY ANNUITY?**

The Surrender Value of your Annuity is the value available to you on any day during the accumulation period. The Surrender Value is equal to your Account Value minus any CDSC, the Annual Maintenance Fee and the charge for any optional benefits. The Surrender Value will also include any Market Value Adjustment that may apply.

### **HOW AND WHEN DO YOU VALUE THE SUB-ACCOUNTS?**

When you allocate Account Value to a Sub-account, you are purchasing units of the Sub-account. Each Sub-account invests exclusively in shares of an underlying Portfolio. The value of the Units fluctuates with the market fluctuations of the Portfolios. The value of the Units also reflects the daily accrual for the Insurance Charge and if you elected one or more optional benefits whose annual charge is deducted daily, the additional charge made for such benefits. There may be several different Unit Prices for each Sub-account to reflect the Insurance Charge and the charges for any optional benefits. The Unit Price for the Units you purchase will be based on the total charges for the benefits that apply to your Annuity. See the section entitled "What Happens to My Units When There is a Change in Daily Asset-Based Charges?" for a detailed discussion of how Units are purchased and redeemed to reflect changes in the daily charges that apply to your Annuity.

Each Valuation Day, we determine the price for a Unit of each Sub-account, called the "Unit Price." The Unit Price is used for determining the value of transactions involving Units of the Sub-accounts. We determine the number of Units involved in any transaction by dividing the dollar value of the transaction by the Unit Price of the Sub-account as of the Valuation Day.

### **Example**

Assume you allocate \$5,000 to a Sub-account. On the Valuation Day you make the allocation, the Unit Price is \$14.83. Your \$5,000 buys 337.154 Units of the Sub-account. Assume that later, you wish to transfer \$3,000 of your Account Value out of that Sub-account and into another Sub-account. On the Valuation Day you request the transfer, the Unit Price of the original Sub-account has increased to \$16.79. To transfer \$3,000, we sell 178.677 Units at the current Unit Price, leaving you 158.477 Units. We then buy \$3,000 of Units of the new Sub-account at the Unit Price of \$17.83. You would then have 168.255 Units of the new Sub-account.

### **HOW DO YOU VALUE FIXED ALLOCATIONS?**

During the Guarantee Period, we use the concept of an Interim Value. The Interim Value can be calculated on any day and is equal to the initial value allocated to a Fixed Allocation plus all interest credited to a Fixed Allocation as of the date calculated. The Interim Value does not include the impact of any Market Value Adjustment. If you made any transfers or withdrawals from a Fixed Allocation, the Interim Value will reflect the withdrawal of those amounts and any interest credited to those amounts before they were withdrawn. To determine the Account Value of a Fixed Allocation on any day other than its Maturity Date, we multiply the Account Value of the Fixed Allocation times the Market Value Adjustment factor.

### **WHEN DO YOU PROCESS AND VALUE TRANSACTIONS?**

American Skandia is generally open to process financial transactions on those days that the New York Stock Exchange (NYSE) is open for trading. There may be circumstances where the NYSE does not open on a regularly scheduled date or time or closes at an earlier time than scheduled (normally 4:00 p.m. EST). Financial transactions requested before the close of the NYSE which meet our requirements will be processed according to the value next determined following the close of business. Financial transactions requested on a non-business day or after the close of the NYSE will be processed based on the value next computed on the next business day. There may be circumstances when the opening or closing time of the NYSE is different than other major stock

exchanges, such as NASDAQ or the American Stock Exchange. Under such circumstances, the closing time of the NYSE will be used when valuing and processing transactions.

There may be circumstances where the NYSE is open, however, due to inclement weather, natural disaster or other circumstances beyond our control, our offices may be closed or our business processing capabilities may be restricted. Under those circumstances, your Account Value may fluctuate based on changes in the Unit Values, but you may not be able to transfer Account Value, or make a purchase or redemption request.

The NYSE is closed on the following nationally recognized holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. On those dates, we will not process any financial transactions involving purchase or redemption orders.

American Skandia will also not process financial transactions involving purchase or redemption orders or transfers on any day that:

- trading on the NYSE is restricted;
- an emergency exists making redemption or valuation of securities held in the separate account impractical; or
- the SEC, by order, permits the suspension or postponement for the protection of security holders.

**Initial Purchase Payments:** We are required to allocate your initial Purchase Payment to the Sub-accounts within two (2) days after we receive all of our requirements to issue the Annuity. If we do not have all the required information to allow us to issue your Annuity, we may retain the Purchase Payment while we try to reach you or your representative to obtain all of our requirements. If we are unable to obtain all of our required information within five (5) days, we are required to return the Purchase Payment to you at that time, unless you specifically consent to our retaining the Purchase Payment while we gather the required information. Once we obtain the required information, we will invest the Purchase Payment and issue the Annuity within two (2) days. During any period that we are trying to obtain the required information, your money is not invested.

**Additional Purchase Payments:** We will apply any additional Purchase Payments on the Valuation Day that we receive the Purchase Payment with satisfactory allocation instructions.

**Scheduled Transactions:** "Scheduled" transactions include transfers under a Dollar Cost Averaging, rebalancing, or asset allocation program, Systematic Withdrawals, Minimum Distributions or annuity payments. Scheduled transactions are processed and valued as of the date they are scheduled, unless the scheduled day is not a Valuation Day. In that case, the transaction will be processed and valued on Valuation Day prior to the scheduled transaction date.

**Unscheduled Transactions:** "Unscheduled" transactions include any other non-scheduled transfers and requests for Partial Withdrawals or Free Withdrawals or Surrenders. Unscheduled transactions are processed and valued as of the Valuation Day we receive the request at our Office and have all of the required information.

**Medically-related Surrenders & Death Benefits:** Medically-related surrender requests and Death Benefit claims require our review and evaluation before processing. We price such transactions as of the date we receive at our Office all supporting documentation we require for such transactions and that are satisfactory to us.

**Transactions in Rydex and ProFunds VP Sub-accounts:** Generally, purchase or redemption orders or transfer requests must be received by us by no later than the close of the NYSE to be processed on the current Valuation Day. However, any purchase or redemption order or transfer request involving the Rydex or ProFunds VP Sub-accounts must be received by us no later than one hour prior to any announced closing of the applicable securities exchange (generally, 3:00 p.m. Eastern time) to be processed on the current Valuation Day. The "cut-off" time for such financial transactions involving a Rydex or ProFunds VP Sub-account will be extended to ½ hour prior to any announced closing (generally, 3:30 p.m. Eastern time) for transactions submitted electronically through American Skandia's Internet website ([www.americanskandia.com](http://www.americanskandia.com)). You cannot request a transaction involving the purchase, redemption or transfer of Units in one of the Rydex or ProFunds VP Sub-accounts between the applicable "cut-off" time and 4:00 p.m. Transactions received after 4:00 p.m. will be treated as received by us on the next Valuation Day.

## WHAT HAPPENS TO MY UNITS WHEN THERE IS A CHANGE IN DAILY ASSET-BASED CHARGES?

**Termination of Optional Benefits:** If you terminate the Guaranteed Return Option program or either Optional Death Benefit, we will no longer deduct the charge we apply to purchase the optional benefit. On the date the charge no longer applies, your Annuity will become subject to a different daily asset-based charge. We will process a transaction where your Account Value allocated to the Sub-accounts will be used to purchase new Units of the Sub-accounts that reflect the Insurance Charge and any optional benefit or program still elected, but not the charge for the optional benefit or program that you terminated. The number of Units attributed to your Annuity will be decreased and the Unit Price of each unit of the Sub-accounts in which you invested will be increased. **The adjustment in the number of Units and Unit Price will not affect your Account Value.** Beginning on that date, your Account Value will be determined based on the change in the value of Units that reflect the Insurance Charge and any other optional benefits that you have elected.

## TAX CONSIDERATIONS

### WHAT ARE SOME OF THE FEDERAL TAX CONSIDERATIONS OF THIS ANNUITY?

Following is a brief summary of some of the Federal tax considerations relating to this Annuity. However, since the tax laws are complex and tax consequences are affected by your individual circumstances, this summary of our interpretation of the relevant tax laws is not intended to be fully comprehensive nor is it intended as tax advice. Therefore, you may wish to consult a professional tax advisor for tax advice as to your particular situation.

### HOW ARE AMERICAN SKANDIA AND THE SEPARATE ACCOUNTS TAXED?

The Separate Accounts are taxed as part of American Skandia. American Skandia is taxed as a life insurance company under Part I, subchapter L of the Code. No taxes are due on interest, dividends and short-term or long-term capital gains earned by the Separate Accounts with respect to the Annuities.

### IN GENERAL, HOW ARE ANNUITIES TAXED?

Section 72 of the Code governs the taxation of annuities in general. Taxation of the Annuity will depend in large part on:

1. whether the Annuity is used by:
  - a qualified pension plan, profit sharing plan or other retirement arrangement that is eligible for special treatment under the Code (for purposes of this discussion, a "Qualified Contract"); or
  - an individual or a corporation, trust or partnership (a "Non-qualified Contract"); and
2. whether the Owner is:
  - an individual person or persons; or
  - an entity including a corporation, trust or partnership.

**Individual Ownership:** If one or more individuals own an Annuity, the Owner of the Annuity is generally not taxed on any increase in the value of the Annuity until an amount is received (a "distribution"). This is commonly referred to as "tax deferral". A distribution can be in the form of a lump sum payment including payment of a Death Benefit, or in annuity payments under one of the annuity payment options. Certain other transactions may qualify as a distribution and be subject to taxation.

**Entity Ownership:** If the Annuity is owned by an entity and is not a Qualified Contract, generally the Owner of the Annuity must currently include any increase in the value of the Annuity during a tax year in its gross income. An exception from current taxation applies for annuities held by an employer with respect to a terminated tax-qualified retirement plan, a trust holding an annuity as an agent for a natural person, or by a decedent's estate by reason of the death of the decedent. A tax-exempt entity for Federal tax purposes may not be subject to income tax as a result of this provision.

### HOW ARE DISTRIBUTIONS TAXED?

Distributions from an Annuity are taxed as ordinary income and not as capital gains.

**Distributions Before Annuitization:** Distributions received before annuity payments begin are generally treated as coming first from "income on the contract" and then as a return of the "investment in the contract". The amount of any distribution that is treated as receipt of "income on the contract" is includible in the taxpayer's gross income and taxable in the year it is received. The amount of any distribution treated as a return of the "investment in the contract" is not includible in gross income.

- "Income on the contract" is calculated by subtracting the taxpayer's "investment in the contract" from the aggregate value of all "related contracts" (discussed below).
- "Investment in the contract" is equal to total purchase payments for all "related contracts" minus any previous distributions or portions of such distributions from such "related contracts" that were not includible in gross income. "Investment in the contract" may be affected by whether an annuity or any "related contract" was purchased as part of a tax-free exchange of life insurance, endowment, or annuity contracts under Section 1035 of the Code. The "investment in the contract" for a Qualified Contract will be considered zero for tax reporting purposes.

**Distributions After Annuitization:** A portion of each annuity payment received on or after the Annuity Date will generally be taxable. The taxable portion of each annuity payment is determined by a formula which establishes the ratio that the "investment in the contract" bears to the total value of annuity payments to be made. This is called the "exclusion ratio." The investment in the contract is excluded from gross income. Any portion of an annuity payment received that exceeds the exclusion ratio will be entirely includible in gross income. The formula for determining the exclusion ratio differs between fixed and variable annuity payments. When annuity payments cease because of the death of the person upon whose life payments are based and, as of the date of death, the

amount of annuity payments excluded from taxable income by the exclusion ratio does not exceed the "investment in the contract," then the remaining portion of unrecovered investment may be allowed as a deduction on the decedent's final income tax return.

**Penalty Tax on Distributions:** Generally, any distribution from an annuity not used in conjunction with a Qualified Contract (Qualified Contracts are discussed below) is subject to a penalty equal to 10% of the amount includible in gross income. This penalty does not apply to certain distributions, including:

- Distributions made on or after the taxpayer has attained age 59 ½;
- Distributions made on or after the death of the contract owner, or, if the owner is an entity, the death of the annuitant;
- Distributions attributable to the taxpayer's becoming disabled within the meaning of Code section 72(m)(7);
- Distributions which are part of a series of substantially equal periodic payments for the life (or life expectancy) of the taxpayer or the joint lives (or joint life expectancies) of the taxpayer and the taxpayer's designated beneficiary;
- Distributions of amounts which are treated as "investments in the contract" made prior to August 14, 1982;
- Payments under an immediate annuity as defined in the Code;
- Distributions under a qualified funding asset under Code Section 130(d); or
- Distributions from an annuity purchased by an employer on the termination of a qualified pension plan that is held by the employer until the employee separates from service.

**Special rules applicable to "related contracts":** Contracts issued by the same insurer to the same contract owner within the same calendar year (other than certain contracts owned in connection with a tax-qualified retirement arrangement) are to be treated as one annuity contract when determining the taxation of distributions before annuitization. We refer to these contracts as "related contracts." In situations involving related contracts we believe that the values under such contracts and the investment in the contracts will be added together to determine the proper taxation of a distribution from any one contract described under the section "Distributions before Annuitization." Generally, distributions will be treated as coming first from income on the contract until all of the income on all such related contracts is withdrawn, and then as a return of the investment in the contract. There is some uncertainty regarding the manner in which the Internal Revenue Service would view related contracts when one or more contracts are immediate annuities or are contracts that have been annuitized. The Internal Revenue Service has not issued guidance clarifying this issue as of the date of this Prospectus. You are particularly cautioned to seek advice from your own tax advisor on this matter.

**Special concerns regarding "substantially equal periodic payments":** (also known as "72(t)" or "72(q)" distributions) Any modification to a program of distributions which are part of a series of substantially equal periodic payments that occur before the later of the taxpayer reaching age 59½ or five (5) years from the first of such payments will result in the requirement to pay the 10% premature distribution penalty that would have been due had the payments been treated as subject to the 10% premature distribution penalty in the years received, plus interest. This does not apply when the modification is by reason of death or disability. American Skandia does not currently support a section 72(q) program.

**Special concerns regarding immediate annuities:** The Internal Revenue Service has ruled that the immediate annuity exception to the 10% penalty described above under "Penalty Tax on Distributions" for "non-qualified" immediate annuities as defined under the Code may not apply to annuity payments under a contract recognized as an immediate annuity under state insurance law obtained pursuant to an exchange of a contract if: (a) purchase payments for the exchanged contract were contributed or deemed to be contributed more than one year prior to the annuity starting date under the immediate annuity; and (b) the annuity payments under the immediate annuity do not meet the requirements of any other exception to the 10% penalty.

**Special rules in relation to tax-free exchanges under Section 1035:** Section 1035 of the Code permits certain tax-free exchanges of a life insurance, annuity or endowment contract for an annuity. If an annuity is purchased through a tax-free exchange of a life insurance, annuity or endowment contract that was purchased prior to August 14, 1982, then any distributions other than as annuity payments will be considered to come:

- First, from the amount of "investment in the contract" made prior to August 14, 1982 and exchanged into the annuity;
- Then, from any "income on the contract" that is attributable to the purchase payments made prior to August 14, 1982 (including income on such original purchase payments after the exchange);
- Then, from any remaining "income on the contract"; and
- Lastly, from the amount of any "investment in the contract" made after August 13, 1982.

Therefore, to the extent a distribution is equal to or less than the remaining investment in the contract made prior to August 14, 1982, such amounts are not included in taxable income. Further, distributions received that are considered to be a return of investment on the contract from purchase payments made prior to August 14, 1982, such distributions are not subject to the 10% tax penalty. In all other respects, the general provisions of the Code apply to distributions from annuities obtained as part of such an exchange.

Partial surrenders *may* be treated in the same way as tax-free 1035 exchanges of entire contracts, therefore avoiding current taxation of any gains in the contract as well as the 10% IRS tax penalty on pre-age 59½ withdrawals. The IRS has reserved the right to treat transactions it considers abusive as ineligible for this favorable partial 1035 exchange treatment. We do not know what transactions

may be considered abusive. For example, we do not know how the IRS may view early withdrawals or annuitizations after a partial exchange. As of the date of this prospectus, we will treat a partial surrender of this type involving a non-qualified annuity contract as a "tax-free" exchange for future tax reporting purposes, except to the extent that we, as a reporting and withholding agent, believe that we would be expected to deem the transaction to be abusive. However, some insurance companies may not recognize these partial surrenders as tax-free exchanges and may report them as taxable distributions to the extent of any gain distributed as well as subjecting the taxable portion of the distribution to the 10% IRS early distribution penalty. We strongly urge you to discuss any transaction of this type with your tax advisor before proceeding with the transaction.

There is no guidance from the Internal Revenue Service as to whether a partial exchange from a life insurance contract is eligible for non-recognition treatment under Section 1035 of the Code. We will continue to report a partial surrender of a life insurance policy as subject to current taxation to the extent of any gain. In addition, please be cautioned that no specific guidance has been provided as to the impact of such a transaction on the remaining life insurance policy, particularly as to the subsequent methods to be used to test for compliance under the Code for both the definition of life insurance and the definition of a modified endowment contract.

**Special Considerations for Purchasers of the Enhanced Beneficiary Protection Optional Death Benefit:** As of the date of this Prospectus, it is our understanding that the charges related to the optional Death Benefit are not subject to current taxation and we will not report them as such. However, the IRS could take the position that these charges should be treated as partial withdrawals subject to current taxation to the extent of any gain and, if applicable, the 10% tax penalty. We reserve the right to report charges for the optional Death Benefit as partial withdrawals if we, as a reporting and withholding agent, believe that we would be expected to report them as such.

#### **WHAT TAX CONSIDERATIONS ARE THERE FOR TAX-QUALIFIED RETIREMENT PLANS OR QUALIFIED CONTRACTS?**

An annuity may be suitable as a funding vehicle for various types of tax-qualified retirement plans. We have provided summaries below of the types of tax-qualified retirement plans with which we may issue an Annuity. These summaries provide general information about the tax rules and are not intended to be complete discussions. The tax rules regarding qualified plans are complex. These rules may include limitations on contributions and restrictions on distributions, including additional taxation of distributions and additional penalties. The terms and conditions of the tax-qualified retirement plan may impose other limitations and restrictions that are in addition to the terms of the Annuity. The application of these rules depends on individual facts and circumstances. Before purchasing an Annuity for use in a qualified plan, you should obtain competent tax advice, both as to the tax treatment and suitability of such an investment. **American Skandia does not offer all of its annuities to all of these types of tax-qualified retirement plans.**

**Economic Growth and Tax Relief Reconciliation Act (EGTRRA):** Certain states do not conform to the pension provisions included in EGTRRA. We recommend that you consult with your tax advisor to determine the status of your state's statutes as they relate to EGTRRA and your tax qualified retirement plan.

**Corporate Pension and Profit-sharing Plans:** Annuities may be used to fund employee benefits of various corporate pension and profit-sharing plans established by corporate employers under Section 401(a) of the Code including 401(k) plans. Contributions to such plans are not taxable to the employee until distributions are made from the retirement plan. The Code imposes limitations on the amount that may be contributed and the timing of distributions. The tax treatment of distributions is subject to special provisions of the Code, and also depends on the design of the specific retirement plan. There are also special requirements as to participation, nondiscrimination, vesting and nonforfeiture of interests.

**H.R. 10 Plans:** Annuities may also be used to fund benefits of retirement plans established by self-employed individuals for themselves and their employees. These are commonly known as "H.R. 10 Plans" or "Keogh Plans". These plans are subject to most of the same types of limitations and requirements as retirement plans established by corporations. However, the exact limitations and requirements may differ from those for corporate plans.

**Tax Sheltered Annuities:** Under Section 403(b) of the Code, a tax sheltered annuity ("TSA") is a contract into which contributions may be made by certain qualifying employers such as public schools and certain charitable, educational and scientific organizations specified in Section 501(c)(3) for the benefit of their employees. Such contributions are not taxable to the employee until distributions are made from the TSA. The Code imposes limits on contributions, transfers and distributions. Nondiscrimination requirements also apply.

**Section 457 Plans:** Under Section 457 of the Code, deferred compensation plans established by governmental and certain other tax exempt employers for their employees may invest in annuity contracts. The Code limits contributions and distributions, and imposes eligibility requirements as well. Contributions are not taxable to employees until distributed from the plan. However, plan assets remain the property of the employer and are subject to the claims of the employer's general creditors until such assets are made available to participants or their beneficiaries.

**Individual Retirement Arrangements or "IRAs":** Section 408 of the Code allows eligible individuals to maintain an individual retirement account or individual retirement annuity ("IRA"). IRAs are subject to limitations on the amount that may be contributed, the contributions that may be deducted from taxable income, the persons who may be eligible to establish an IRA and the time when distributions must commence. Further, an Annuity may be established with "roll-over" distributions from certain tax-qualified retirement plans and maintain the tax-deferred status of these amounts.

**Roth IRAs:** A form of IRA is also available called a "Roth IRA". Contributions to a Roth IRA are not tax deductible. However, distributions from a Roth IRA are free from Federal income taxes and are not subject to the 10% penalty tax if five (5) tax years have passed since the first contribution was made or any conversion from a traditional IRA was made and the distribution is made (a) once the taxpayer is age 59½ or older, (b) upon the death or disability of the taxpayer, or (c) for qualified first-time home buyer expenses, subject to certain limitations. Distributions from a Roth IRA that are not "qualified" as described above may be subject to Federal income and penalty taxes.

Purchasers of IRAs and Roth IRAs will receive a special disclosure document, which describes limitations on eligibility, contributions, transferability and distributions. It also describes the conditions under which distributions from IRAs and qualified plans may be rolled over or transferred into an IRA or another qualified plan, on a tax-deferred basis and the conditions under which distributions from traditional IRAs may be rolled over to, or the traditional IRA itself may be converted into, a Roth IRA.

**SEP IRAs:** Eligible employers that meet specified criteria may establish Simplified Employee Pensions or SEP IRAs. Employer contributions that may be made to employee SEP IRAs are larger than the amounts that may be contributed to other IRAs, and may be deductible to the employer.

#### **HOW ARE DISTRIBUTIONS FROM QUALIFIED CONTRACTS TAXED?**

Distributions from Qualified Contracts are generally taxed under Section 72 of the Code. Under these rules, a portion of each distribution may be excludable from income. The excludable amount is the proportion of a distribution representing after-tax contributions. Generally, a 10% penalty tax applies to the taxable portion of a distribution from a Qualified Contract made prior to age 59½. However, the 10% penalty tax does not apply when the distribution:

- is part of a properly executed transfer to another IRA or another eligible qualified account;
- is subsequent to the death or disability of the taxpayer (for this purpose disability is as defined in Section 72(m)(7) of the Code);
- is part of a series of substantially equal periodic payments to be paid not less frequently than annually for the taxpayer's life or life expectancy or for the joint lives or life expectancies of the taxpayer and a designated beneficiary;
- is subsequent to a separation from service after the taxpayer attains age 55\*;
- does not exceed the employee's allowable deduction in that tax year for medical care;
- is made to an alternate payee pursuant to a qualified domestic relations order\*;
- is made pursuant to an IRS levy;
- is made to pay qualified acquisition costs for a first time home purchase (IRA only);
- is made to pay qualified higher education expenses (IRA only); and
- is not more than the cost of your medical insurance (IRA only).

The exceptions above which are followed by an asterisk (\*) do not apply to IRAs. Certain other exceptions may be available.

**Minimum Distributions after age 70½:** A participant's interest in a Qualified Contract must generally be distributed, or begin to be distributed, by the "required beginning date". This is April 1<sup>st</sup> of the calendar year following the later of:

- the calendar year in which the individual attains age 70½; or
- the calendar year in which the individual retires from service with the employer sponsoring the plan. The retirement option is not available to IRAs.

The IRS has released Treasury regulations containing new Minimum Distribution rules. For Minimum Distributions required in 2003 and later, individuals are required to use the rules under the 2002 Final Regulations. The 2002 Final Regulations contain a provision which could increase the amount of minimum distributions required for certain individuals. Under the 2002 Final Regulations, individuals are required to include in their annuity contract value the actuarial value of any other benefits that will be provided under the annuity. We and other annuity providers are currently seeking clarification of this new rule. You should consult your tax adviser to determine the impact of this rule on your Minimum Distributions.

Under the new Minimum Distribution rules, a uniform life expectancy table will be utilized by all participants except those with a spouse who is more than ten (10) years younger than the participant. In that case, the new rules permit the participant to utilize the actual life expectancies of the participant and the spouse. In most cases, the beneficiary may be changed during the participant's lifetime with no affect on the Minimum Distributions. At death, the designated Beneficiary may generally take Minimum Distributions over his/her life expectancy or in a lump sum.

If the amount distributed is less than the minimum required distribution for the year, the participant is subject to a 50% tax on the amount that was not properly distributed. Because of the many recent changes to the Minimum Distribution rules, we strongly encourage you to consult with your tax advisor for more detailed information.

## GENERAL TAX CONSIDERATIONS

**Diversification:** Section 817(h) of the Code provides that a variable annuity contract, in order to qualify as an annuity, must have an "adequately diversified" segregated asset account (including investments in a mutual fund by the segregated asset account of insurance companies). If the diversification requirements under the Code are not met and the annuity is not treated as an annuity, the taxpayer will be subject to income tax on the annual gain in the contract. The Treasury Department's regulations prescribe the diversification requirements for variable annuity contracts. We expect the underlying mutual fund portfolios to comply with the terms of these regulations.

**Transfers Between Investment Options:** Transfers between investment options are not subject to taxation. The Treasury Department may promulgate guidelines under which a variable annuity will not be treated as an annuity for tax purposes if persons with ownership rights have excessive control over the investments underlying such variable annuity. Such guidelines may or may not address the number of investment options or the number of transfers between investment options offered under a variable annuity. It is not known whether such guidelines, if in fact promulgated, would have retroactive effect. It is also not known what effect, if any, such guidelines may have on transfers between the investment options of the Annuity offered pursuant to this Prospectus. We will take any action, including modifications to your Annuity or the Sub-accounts, required to comply with such guidelines if promulgated.

**Federal Income Tax Withholding:** Section 3405 of the Code provides for Federal income tax withholding on the portion of a distribution which is includible in the gross income of the recipient. Amounts to be withheld depend upon the nature of the distribution. However, under most circumstances a recipient may elect not to have income taxes withheld or have income taxes withheld at a different rate by filing a completed election form with us.

Certain distributions, known as eligible rollover distributions, from Qualified Contracts, are subject to automatic 20% withholding for Federal income taxes. The following distributions are not eligible rollover distributions and not subject to 20% withholding:

- any portion of a distribution paid as a Minimum Distribution;
- direct transfers to the trustee of another retirement plan;
- distributions from an individual retirement account or individual retirement annuity;
- distributions made as substantially equal periodic payments for the life or life expectancy of the participant in the retirement plan or the life or life expectancy of such participant and his or her designated beneficiary under such plan;
- distributions that are part of a series of substantial periodic payments pursuant to Section 72(q) or 72(t) of the Code; and
- certain other distributions where automatic 20% withholding may not apply.

**Loans, Assignments and Pledges:** Any amount received directly or indirectly as a loan from, or any assignment or pledge of any portion of the value of, an annuity before annuity payments have begun is treated as a distribution subject to taxation under the distribution rules set forth above. Any gain in an annuity on or after the assignment or pledge of an entire annuity and while such assignment or pledge remains in effect is treated as "income on the contract" in the year in which it is earned. For annuities not issued as Qualified Contracts, the cost basis of the annuity is increased by the amount of any assignment or pledge includible in gross income. The cost basis is not affected by any repayment of any loan for which the annuity is collateral or by payment of any interest thereon.

**Gifts:** The gift of an annuity to someone other than the spouse of the owner (or former spouse incident to a divorce) is treated, for income tax purposes, as a distribution.

**Estate and Gift Tax Considerations:** You should obtain competent tax advice with respect to possible federal and state estate and gift tax consequences flowing from the ownership and transfer of annuities.

**Generation-Skipping Transfers:** Under the Code certain taxes may be due when all or part of an annuity is transferred to, or a death benefit is paid to, an individual two or more generations younger than the contract holder. These generation-skipping transfers generally include those subject to federal estate or gift tax rules. There is an aggregate \$1.1 million exemption from taxes for all such transfers. We may be required to determine whether a transaction is a direct skip as defined in the Code and the amount of the resulting tax. We will deduct from your Annuity or from any applicable payment treated as a direct skip any amount of tax we are required to pay.

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

## GENERAL INFORMATION

### HOW WILL I RECEIVE STATEMENTS AND REPORTS?

We send any statements and reports required by applicable law or regulation to you at your last known address of record. You should therefore give us prompt notice of any address change. We reserve the right, to the extent permitted by law and subject to your prior consent, to provide any prospectus, prospectus supplements, confirmations, statements and reports required by applicable law or regulation to you through our Internet Website at <http://www.americanskandia.com> or any other electronic means, including diskettes or CD ROMs. We send a confirmation statement to you each time a transaction is made affecting Account Value, such as making additional Purchase Payments, transfers, exchanges or withdrawals. We also send quarterly statements detailing the activity affecting your Annuity during the calendar quarter. We may confirm regularly scheduled transactions, such as the Annual Maintenance Fee, systematic withdrawals (including 72(t) payments and required minimum distributions), bank drafting, dollar cost averaging, and static rebalancing, in quarterly statements instead of confirming them immediately. You should review the information in these statements carefully. You may request additional reports. We reserve the right to charge up to \$50 for each such additional report.

Any errors or corrections on transactions for your Annuity must be reported to us at our Office as soon as possible to assure proper accounting to your Annuity. For transactions that are confirmed immediately, we assume all transactions are accurate unless you notify us otherwise within 30 days from the date you receive the confirmation. For transactions that are first confirmed on the quarterly statement, we assume all transactions are accurate unless you notify us within 30 days from the date you receive the quarterly statement. All transactions confirmed immediately or by quarterly statement are deemed conclusive after the applicable 30-day period. We may also send an annual report and a semi-annual report containing applicable financial statements for the Separate Account and the Portfolios, as of December 31 and June 30, respectively, to Owners or, with your prior consent, make such documents available electronically through our Internet Website or other electronic means.

### WHO IS AMERICAN SKANDIA?

American Skandia Life Assurance Corporation ("American Skandia") is a stock life insurance company domiciled in Connecticut with licenses in all 50 states, the District of Columbia and Puerto Rico. American Skandia is a wholly-owned subsidiary of American Skandia, Inc. ("ASI"). American Skandia markets its products to broker-dealers and financial planners through an internal field marketing staff. In addition, American Skandia markets through and in conjunction with financial institutions such as banks that are permitted directly, or through affiliates, to sell annuities.

American Skandia is in the business of issuing annuity and life insurance products. American Skandia currently offers the following products: (a) flexible premium deferred annuities and single premium fixed deferred annuities that are registered with the SEC; (b) certain other fixed deferred annuities that are not registered with the SEC; (c) both fixed and variable immediate adjustable annuities; and (d) a single premium variable life insurance policy that is registered with the SEC.

On December 20, 2002, Skandia Insurance Company Ltd. (publ), an insurance company organized under the laws of the Kingdom of Sweden ("Skandia"), and on that date, the ultimate parent company of American Skandia, announced that it and Skandia U.S. Inc. had entered into a definitive Stock Purchase Agreement with Prudential Financial, Inc., a New Jersey corporation ("Prudential Financial"). Under the terms of the Stock Purchase Agreement, Prudential Financial will acquire Skandia U.S. Inc., a Delaware corporation, from Skandia. Skandia U.S. Inc. is the sole shareholder of ASI, which is the parent company of American Skandia. The transaction is expected to close during the second quarter of 2003.

Prudential Financial is a New Jersey insurance holding company whose subsidiary companies serve individual and institutional customers worldwide and include The Prudential Insurance Company of America, one of the largest life insurance companies in the U.S. These companies offer a variety of products and services, including life insurance, property and casualty insurance, mutual funds, annuities, pension and retirement related services and administration, asset management, securities brokerage, banking and trust services, real estate brokerage franchises, and relocation services.

No company other than American Skandia has any legal responsibility to pay amounts that it owes under its annuity and variable life insurance contracts. However, following the closing of the acquisition, Prudential Financial will exercise significant influence over the operations and capital structure of American Skandia.

## WHAT ARE SEPARATE ACCOUNTS?

The separate accounts are where American Skandia sets aside and invests the assets of some of our annuities. In the accumulation period, assets supporting Account Values of the Annuities are held in a separate account established under the laws of the State of Connecticut. We are the legal owner of assets in the separate accounts. In the payout period, assets supporting fixed annuity payments and any adjustable annuity payments we make available are held in our general account. Assets supporting variable annuity payment options may be invested in our separate accounts. Income, gains and losses from assets allocated to these separate accounts are credited to or charged against each such separate account without regard to other income, gains or losses of American Skandia or of any other of our separate accounts. These assets may only be charged with liabilities which arise from the Annuities issued by American Skandia. The amount of our obligation in relation to allocations to the Sub-accounts is based on the investment performance of such Sub-accounts. However, the obligations themselves are our general corporate obligations.

### Separate Account B

During the accumulation period, the assets supporting obligations based on allocations to the variable investment options are held in Sub-accounts of American Skandia Life Assurance Corporation Variable Account B, also referred to as "Separate Account B". Separate Account B was established by us pursuant to Connecticut law on November 25, 1987. Separate Account B also holds assets of other annuities issued by us with values and benefits that vary according to the investment performance of Separate Account B.

Separate Account B consists of multiple Sub-accounts. Each Sub-account invests only in a single mutual fund or mutual fund portfolio. The name of each Sub-account generally corresponds to the name of the underlying Portfolio. Each Sub-account in Separate Account B may have several different Unit Prices to reflect the Insurance Charge and the charges for any optional benefits that are offered under this Annuity and other annuities issued by us through Separate Account B. Separate Account B is registered with the SEC under the Investment Company Act of 1940 ("Investment Company Act") as a unit investment trust, which is a type of investment company. The SEC does not supervise investment policies, management or practices of Separate Account B.

Prior to November 18, 2002, Separate Account B was organized as a single separate account with six different Sub-account classes, each of which was registered as a distinct unit investment trust under the Investment Company Act. Effective November 18, 2002 each Sub-account class of Separate Account B will be consolidated into the unit investment trust formerly named American Skandia Life Assurance Corporation Variable Account B (Class 1 Sub-accounts), which will subsequently be renamed American Skandia Life Assurance Corporation Variable Account B. Each Sub-account of Separate Account B will have multiple Unit Prices to reflect the daily charge deducted for each combination of the applicable Insurance Charge, Distribution Charge (when applicable) and the charge for each optional benefit offered under Annuity contracts funded through Separate Account B. The consolidation of Separate Account B will have no impact on Annuity Owners.

We reserve the right to make changes to the Sub-accounts available under the Annuity as we determine appropriate. We may offer new Sub-accounts, eliminate Sub-accounts, or combine Sub-accounts at our sole discretion. We may also close Sub-accounts to additional Purchase Payments on existing Annuity contracts or close Sub-accounts for Annuities purchased on or after specified dates. We may also substitute an underlying mutual fund or portfolio of an underlying mutual fund for another underlying mutual fund or portfolio of an underlying mutual fund, subject to our receipt of any exemptive relief that we are required to obtain under the Investment Company Act. We will notify Owners of changes we make to the Sub-accounts available under the Annuity.

***Values and benefits based on allocations to the Sub-accounts will vary with the investment performance of the underlying mutual funds or fund portfolios, as applicable. We do not guarantee the investment results of any Sub-account. Your Account Value allocated to the Sub-accounts may increase or decrease. You bear the entire investment risk. There is no assurance that the Account Value of your Annuity will equal or be greater than the total of the Purchase Payments you make to us.***

### Separate Account D

During the accumulation period, assets supporting our obligations based on Fixed Allocations are held in American Skandia Life Assurance Corporation Separate Account D, also referred to as "Separate Account D". Such obligations are based on the fixed interest rates we credit to Fixed Allocations and the terms of the Annuities. These obligations do not depend on the investment performance of the assets in Separate Account D. Separate Account D was established by us pursuant to Connecticut law.

There are no units in Separate Account D. The Fixed Allocations are guaranteed by our general account. An Annuity Owner who allocates a portion of their Account Value to Separate Account D does not participate in the investment gain or loss on assets maintained in Separate Account D. Such gain or loss accrues solely to us. We retain the risk that the value of the assets in Separate Account D may drop below the reserves and other liabilities we must maintain. Should the value of the assets in Separate Account D drop below the reserve and other liabilities we must maintain in relation to the annuities supported by such assets, we will transfer assets from our general account to Separate Account D to make up the difference. We have the right to transfer to our general account any assets of Separate Account D in excess of such reserves and other liabilities. We maintain assets in Separate Account D supporting a number of annuities we offer.

We currently employ investment managers to manage the assets maintained in Separate Account D. Each manager we employ is responsible for investment management of a different portion of Separate Account D. From time to time additional investment managers may be employed or investment managers may cease being employed. We are under no obligation to employ or continue to employ any investment manager(s) and have sole discretion over the investment managers we retain.

We are not obligated to invest according to specific guidelines or strategies except as may be required by Connecticut and other state insurance laws.

#### **WHAT IS THE LEGAL STRUCTURE OF THE UNDERLYING FUNDS?**

Each underlying mutual fund is registered as an open-end management investment company under the Investment Company Act. Shares of the underlying mutual fund portfolios are sold to separate accounts of life insurance companies offering variable annuity and variable life insurance products. The shares may also be sold directly to qualified pension and retirement plans.

#### **Voting Rights**

We are the legal owner of the shares of the underlying mutual funds in which the Sub-accounts invest. However, under SEC rules, you have voting rights in relation to Account Value maintained in the Sub-accounts. If an underlying mutual fund portfolio requests a vote of shareholders, we will vote our shares based on instructions received from Owners with Account Value allocated to that Sub-account. Owners have the right to vote an amount equal to the number of shares attributable to their contracts. If we do not receive voting instructions in relation to certain shares, we will vote those shares in the same manner and proportion as the shares for which we have received instructions. We will furnish those Owners who have Account Value allocated to a Sub-account whose underlying mutual fund portfolio has requested a "proxy" vote with proxy materials and the necessary forms to provide us with their voting instructions. Generally, you will be asked to provide instructions for us to vote on matters such as changes in a fundamental investment strategy, adoption of a new investment advisory agreement, or matters relating to the structure of the underlying mutual fund that require a vote of shareholders.

American Skandia Trust (the "Trust") has obtained an exemption from the Securities and Exchange Commission that permits its investment adviser, American Skandia Investment Services, Incorporated ("ASISI"), subject to approval by the Board of Trustees of the Trust, to change sub-advisors for a Portfolio and to enter into new sub-advisory agreements, without obtaining shareholder approval of the changes. This exemption (which is similar to exemptions granted to other investment companies that are organized in a similar manner as the Trust) is intended to facilitate the efficient supervision and management of the sub-advisors by ASISI and the Trustees. The Trust is required, under the terms of the exemption, to provide certain information to shareholders following these types of changes.

#### **Material Conflicts**

It is possible that differences may occur between companies that offer shares of an underlying mutual fund portfolio to their respective separate accounts issuing variable annuities and/or variable life insurance products. Differences may also occur surrounding the offering of an underlying mutual fund portfolio to variable life insurance policies and variable annuity contracts that we offer. Under certain circumstances, these differences could be considered "material conflicts," in which case we would take necessary action to protect persons with voting rights under our variable annuity contracts and variable life insurance policies against persons with voting rights under other insurance companies' variable insurance products. If a "material conflict" were to arise between owners of variable annuity contracts and variable life insurance policies issued by us we would take necessary action to treat such persons equitably in resolving the conflict. "Material conflicts" could arise due to differences in voting instructions between owners of variable life insurance and variable annuity contracts of the same or different companies. We monitor any potential conflicts that may exist.

#### **Service Fees Payable to American Skandia**

American Skandia or our affiliates have entered into agreements with the investment adviser or distributor of many of the underlying Portfolios. Under the terms of these agreements, American Skandia provides administrative and support services to the Portfolios for which a fee is paid that is generally based on a percentage of the average assets allocated to the Portfolios under the Annuity. Any fees payable will be consistent with the services rendered or the expected cost savings resulting from the arrangement. These agreements may be different for each underlying mutual fund whose portfolios are offered as Sub-accounts.

#### **WHO DISTRIBUTES ANNUITIES OFFERED BY AMERICAN SKANDIA?**

American Skandia Marketing, Incorporated ("ASM"), a wholly-owned subsidiary of American Skandia, Inc., is the distributor and principal underwriter of the securities offered through this prospectus. ASM acts as the distributor of a number of annuity and life insurance products we offer and both American Skandia Trust and American Skandia Advisor Funds, Inc., a family of retail mutual funds. ASM also acts as an introducing broker-dealer through which it receives a portion of brokerage commissions in connection with purchases and sales of securities held by portfolios of American Skandia Trust which are offered as underlying investment options under the Annuity.

ASM's principal business address is One Corporate Drive, Shelton, Connecticut 06484. ASM is registered as broker-dealer under the Securities Exchange Act of 1934 ("Exchange Act") and is a member of the National Association of Securities Dealers, Inc. ("NASD").

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

Compensation is paid to firms on sales of the Annuity according to one or more schedules. The individual representative will receive a portion of the compensation, depending on the practice of the firm. Compensation is generally based on a percentage of Purchase Payments made, up to a maximum of 7.0%. Alternative compensation schedules are available that provide a lower initial commission plus ongoing annual compensation based on all or a portion of Account Value. We may also provide compensation for providing ongoing service to you in relation to the Annuity. Commissions and other compensation paid in relation to the Annuity do not result in any additional charge to you or to the Separate Account.

In addition, firms may receive separate compensation or reimbursement for, among other things, training of sales personnel, marketing or other services they provide to us or our affiliates. We or ASM may enter into compensation arrangements with certain firms. These arrangements will not be offered to all firms and the terms of such arrangements may differ between firms. Any such compensation will be paid by us or ASM and will not result in any additional charge to you. To the extent permitted by NASD rules and other applicable laws and regulations, ASM may pay or allow other promotional incentives or payments in the form of cash or other compensation.

**Advertising:** We may advertise certain information regarding the performance of the investment options. Details on how we calculate performance for the Sub-accounts are found in the Statement of Additional Information. This information may help you review the performance of the investment options and provide a basis for comparison with other annuities. This information may be less useful when comparing the performance of the investment options with other savings or investment vehicles. Such other investments may not provide some of the benefits of annuities, or may not be designed for long-term investment purposes. Additionally other savings or investment vehicles may not be receive the beneficial tax treatment given to annuities under the Code.

We may advertise the performance of the Portfolios in the form of "Standard" and "Non-standard" Total Returns calculated for each Sub-account. "Standard Total Return" figures assume a hypothetical initial investment of \$1,000 allocated to a Sub-account during the most recent, one, five and ten year periods (or since the inception date that the Portfolio has been offered as a Sub-account, if less). "Standard Total Return" figures assume that the applicable Insurance Charge and the Annual Maintenance Fee are deducted and that the Annuity is surrendered at the end of the applicable period, meaning that any Contingent Deferred Sales Charge that would apply upon surrender is also deducted. "Non-standard Total Return" figures include any performance figures that do not meet the SEC's rules for Standard Total Returns. Non-standard Total Returns are calculated in the same manner as standardized returns except that the figures may not reflect all fees and charges. In particular, they may assume no surrender at the end of the applicable period so that the CDSC does not apply. Standard and Non-standard Total Returns will not reflect the additional asset-based charges that are deducted when you elect any optional benefits. The additional cost associated with any optional benefits you elected will reduce your performance. Non-standard Total Returns must be accompanied by Standard Total Returns.

Some of the underlying Portfolios existed prior to the inception of these Sub-accounts. Performance quoted in advertising regarding such Sub-accounts may indicate periods during which the Sub-accounts have been in existence but prior to the initial offering of the Annuities, or periods during which the underlying Portfolios have been in existence, but the Sub-accounts have not. Such hypothetical historical performance is calculated using the same assumptions employed in calculating actual performance since inception of the Sub-accounts. Hypothetical historical performance of the underlying Portfolios prior to the existence of the Sub-accounts may only be presented as Non-standard Total Returns.

We may advertise the performance of money market-type Sub-accounts using a measure of the "current and effective yield". The current yield of a money market-type Sub-account is calculated based upon the previous seven-day period ending on the date of calculation. The effective yield of a money market-type Sub-account reflects the reinvestment of net income earned daily on the assets of such a Sub-account. The current and effective yields reflect the Insurance Charge and the charge for any optional benefits (if applicable) deducted against the Sub-account. In a low interest rate environment, yields for money market-type Sub-accounts, after deduction of the Insurance Charge, and the charge for any optional benefits (if applicable) may be negative even though the yield (before deducting for such charges) is positive. Current and effective yield information will fluctuate. This information may not provide a basis for comparisons with deposits in banks or other institutions which pay a fixed yield over a stated period of time, or with investment companies which do not serve as underlying mutual funds for variable annuities and/or do not have additional asset-based charges deducted for the insurance protection provided by the Annuity.

Performance information on the Sub-accounts is based on past performance only and is not an indication or representation of future performance. Performance of the Sub-accounts is not fixed. Actual performance will depend on the type, quality and, for some of the Sub-accounts, the maturities of the investments held by the underlying mutual funds or portfolios and upon prevailing market conditions and the response of the underlying mutual funds to such conditions. Actual performance will also depend on changes in the expenses of the underlying mutual funds or portfolios. Such changes are reflected, in turn, in the Sub-accounts which invest in such underlying mutual fund or portfolio. In addition, the total amount of asset-based charges assessed against each Sub-account will affect performance.

The information we may advertise regarding the Fixed Allocations may include the then current interest rates we are crediting to new Fixed Allocations. Information on current rates will be as of the date specified in such advertisement. Rates will be included in advertisements to the extent permitted by law. Given that the actual rates applicable to any Fixed Allocation are as of the date of any such Fixed Allocation's Guarantee Period begins, the rate credited to a Fixed Allocation may be more or less than those quoted in an advertisement.

Advertisements we distribute may also compare the performance of our Sub-accounts with: (a) certain unmanaged market indices, including but not limited to the Dow Jones Industrial Average, the Standard & Poor's 500, the NASDAQ 100, the Shearson Lehman Bond Index, the Frank Russell non-U.S. Universal Mean, the Morgan Stanley Capital International Index of Europe, Asia and Far East Funds, and the Morgan Stanley Capital International World Index; and/or (b) other management investment companies with investment objectives similar to the mutual fund or portfolio underlying the Sub-accounts being compared. This may include the performance ranking assigned by various publications, including but not limited to the Wall Street Journal, Forbes, Fortune, Money, Barron's, Business Week, USA Today and statistical services, including but not limited to Lipper Analytical Services Mutual Funds Survey, Lipper Annuity and Closed End Survey, the Variable Annuity Research Data Survey, SEI, the Morningstar Mutual Fund Sourcebook and the Morningstar Variable Annuity/Life Sourcebook.

American Skandia Life Assurance Corporation may advertise its rankings and/or ratings by independent financial ratings services. Such rankings may help you in evaluating our ability to meet our obligations in relation to Fixed Allocations, pay minimum death benefits, pay annuity payments or administer Annuities. Such rankings and ratings do not reflect or relate to the performance of Separate Account B.

#### **AVAILABLE INFORMATION**

A Statement of Additional Information is available from us without charge upon your request. This Prospectus is part of the registration statement we filed with the SEC regarding this offering. Additional information on us and this offering is available in those registration statements and the exhibits thereto. You may obtain copies of these materials at the prescribed rates from the SEC's Public Reference Section, 450 Fifth Street N.W., Washington, D.C., 20549. You may inspect and copy those registration statements and exhibits thereto at the SEC's public reference facilities at the above address, Room 1024, and at the SEC's Regional Offices, The Woolworth Building, 233 Broadway, New York, NY and 175 W. Jackson Boulevard, Suite 900, Chicago, IL. These documents, as well as documents incorporated by reference, may also be obtained through the SEC's Internet Website (<http://www.sec.gov>) for this registration statement as well as for other registrants that file electronically with the SEC.

#### **INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE**

To the extent and only to the extent that any statement in a document incorporated by reference into this Prospectus is modified or superseded by a statement in this Prospectus or in a later-filed document, such statement is hereby deemed so modified or superseded and not part of this Prospectus. The Annual Report on Form 10-K for the year ended December 31, 2002 previously filed by the Company with the SEC under the Exchange Act is incorporated by reference in this Prospectus.

We will furnish you without charge a copy of any or all of the documents incorporated by reference in this Prospectus, including any exhibits to such documents which have been specifically incorporated by reference. We will do so upon receipt of your written or oral request.

#### **HOW TO CONTACT US**

You can contact us by:

- calling Skandia's Telephone Automated Response System (STARS) at 1-800-766-4530.
- writing to us via regular mail at American Skandia – Variable Annuities, P.O. Box 7040, Bridgeport, Connecticut 06601-7040 OR for express mail American Skandia – Variable Annuities, One Corporate Drive, Shelton, Connecticut 06484. NOTE: Failure to send mail to the proper address may result in a delay in our receiving and processing your request.
- sending an email to [customerservice@skandia.com](mailto:customerservice@skandia.com) or visiting our Internet Website at [www.americanskandia.com](http://www.americanskandia.com)
- accessing information about your Annuity through our Internet Website at [www.americanskandia.com](http://www.americanskandia.com)

You can obtain account information through Skandia's Telephone Automated Response System (STARS) and at [www.americanskandia.com](http://www.americanskandia.com), our Internet Website. Our Customer Service representatives are also available during business hours to provide you with information about your account. You can request certain transactions through our telephone voice response system, our Internet Website or through a customer service representative. You can provide authorization for a third party, including your attorney-in-fact acting pursuant to a power of attorney or an investment professional, to access your account information and perform certain transactions on your account. You will need to complete a form provided by us which identifies those transactions that you wish to authorize via telephonic and electronic means and whether you wish to authorize a third party to perform any such transactions. We require that you or your representative provide proper identification before performing transactions over the telephone or through our Internet Website. This may include a Personal Identification Number (PIN) that will be provided to you upon issue of your Annuity or you may establish or change your PIN through STARS and at [www.americanskandia.com](http://www.americanskandia.com), our Internet Website. Any third party that you authorize to perform financial transactions on your account will be assigned a PIN for your account.

Transactions requested via telephone are recorded. To the extent permitted by law, we will not be responsible for any claims, loss, liability or expense in connection with a transaction requested by telephone or other electronic means if we acted on such transaction instructions after following reasonable procedures to identify those persons authorized to perform transactions on your Annuity using verification methods which may include a request for your Social Security number, PIN or other form of electronic identification. We may be liable for losses due to unauthorized or fraudulent instructions if we did not follow such procedures.

American Skandia does not guarantee access to telephonic, facsimile, Internet or any other electronic information or that we will be able to accept transaction instructions via such means at all times. Regular and/or express mail will be the only means by which we will accept transaction instructions when telephonic, facsimile, Internet or any other electronic means are unavailable or delayed. American Skandia reserves the right to limit, restrict or terminate telephonic, facsimile, Internet or any other electronic transaction privileges at any time.

#### **INDEMNIFICATION**

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Securities Act") may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

#### **LEGAL PROCEEDINGS**

As of the date of this Prospectus, American Skandia and its affiliates are not involved in any legal proceedings outside of the ordinary course of business. American Skandia and its affiliates are involved in pending and threatened legal proceedings in the normal course of its business, however, we do not anticipate that the outcome of any such legal proceedings will have a material adverse affect on the Separate Account, or American Skandia's ability to meet its obligations under the Annuity, or on the distribution of the Annuity.

## CONTENTS OF THE STATEMENT OF ADDITIONAL INFORMATION

The following are the contents of the Statement of Additional Information:

### General Information about American Skandia

- American Skandia Life Assurance Corporation
- American Skandia Life Assurance Corporation Variable Account B
- American Skandia Life Assurance Corporation Separate Account D

Principal Underwriter/Distributor – American Skandia Marketing, Incorporated

### How Performance Data is Calculated

- Current and Effective Yield
- Total Return

### How the Unit Price is Determined

### Additional Information on Fixed Allocations

- How We Calculate the Market Value Adjustment

### General Information

- Voting Rights
- Modification
- Deferral of Transactions
- Misstatement of Age or Sex
- Ending the Offer

### Annuitization

### Independent Auditors

### Legal Experts

### Financial Statements

- Appendix A – American Skandia Life Assurance Corporation Variable Account B

Contract described herein is no longer available for sale.

**APPENDIX A – FINANCIAL INFORMATION ABOUT AMERICAN SKANDIA**

Contract described herein is no longer available for sale.

## SELECTED FINANCIAL DATA (dollars in thousands)

The following table summarizes information with respect to the operations of the Company:

	For the Year Ended December 31,				
	2002	2001	2000	1999	1998
<b>STATEMENTS OF INCOME DATA</b>					
Revenues:					
Annuity and life insurance charges and fees (a) (b)	\$ 370,004	\$ 388,696	\$ 424,578	\$ 289,989	\$ 186,211
Fee income (b)	97,650	111,196	130,610	83,243	50,889
Net investment income	19,632	20,126	18,595	11,477	11,130
Net realized capital (losses) gains and other revenues (e)	<u>(7,438)</u>	<u>2,698</u>	<u>4,195</u>	<u>3,688</u>	<u>1,360</u>
Total revenues	<u>\$ 479,848</u>	<u>\$ 522,716</u>	<u>\$ 577,978</u>	<u>\$ 388,397</u>	<u>\$ 249,540</u>
Benefits and Expenses:					
Annuity and life insurance benefits	\$ 3,391	\$ 1,955	\$ 751	\$ 612	\$ 558
Change in annuity and life insurance policy reserves (c)	2,741	(39,898)	49,339	(671)	1,053
Guaranteed minimum death benefit claims, net of hedge (b)	23,256	20,370	2,618	4,785	-
Return credited to contract owners	5,196	5,796	8,463	(1,639)	(8,930)
Underwriting, acquisition and other insurance expenses	188,728	196,755	150,597	125,434	86,306
Amortization of deferred acquisition costs (b) (d)	510,059	224,047	184,616	83,861	86,628
Interest expense	<u>14,544</u>	<u>73,424</u>	<u>85,998</u>	<u>69,502</u>	<u>41,004</u>
Total benefits and expenses	<u>\$ 747,915</u>	<u>\$ 482,449</u>	<u>\$ 482,382</u>	<u>\$ 281,884</u>	<u>\$ 206,619</u>
Income tax (benefit) expense	<u>\$ (102,810)</u>	<u>\$ 7,168</u>	<u>\$ 30,779</u>	<u>\$ 30,344</u>	<u>\$ 8,154</u>
Net (loss) income	<u>\$ (165,257)</u>	<u>\$ 33,099</u>	<u>\$ 64,817</u>	<u>\$ 76,169</u>	<u>\$ 34,767</u>
<b>STATEMENTS OF FINANCIAL CONDITION DATA</b>					
Total assets (b)	<u>\$ 23,708,585</u>	<u>\$ 28,009,782</u>	<u>\$ 31,702,705</u>	<u>\$ 30,881,579</u>	<u>\$ 18,848,273</u>
Future fees payable to parent	<u>\$ 708,249</u>	<u>\$ 799,472</u>	<u>\$ 934,410</u>	<u>\$ 576,034</u>	<u>\$ 368,978</u>
Surplus notes	<u>\$ 110,000</u>	<u>\$ 144,000</u>	<u>\$ 159,000</u>	<u>\$ 179,000</u>	<u>\$ 193,000</u>
Shareholder's equity	<u>\$ 683,061</u>	<u>\$ 577,668</u>	<u>\$ 496,911</u>	<u>\$ 359,434</u>	<u>\$ 250,417</u>

- On annuity and life insurance sales of \$3,472,044, \$3,834,167, \$8,216,167, \$6,862,968, and \$4,159,662, during the years ended December 31, 2002, 2001, 2000, 1999, and 1998, respectively, with contract owner assets under management of \$21,894,636, \$26,017,847, \$29,751,822, \$29,396,693, and \$17,854,761, as of December 31, 2002, 2001, 2000, 1999, and 1998, respectively.
- These items are significantly impacted by equity market volatility.
- For the year ended December 31, 2000, change in annuity and life insurance policy reserves reflected increases to those reserves for guaranteed minimum death benefit ("GMDB") exposure. For the year ended December 31, 2001, the Company changed certain of its assumptions related to its GMDB exposure resulting in a benefit to operations. See Results of Operations in Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") for a further discussion.
- During the year ended December 31, 2002, the Company recorded an acceleration of amortization of \$206,000 against the deferred acquisition cost asset. See the MD&A for a further discussion.
- Net realized capital (losses) gains and other revenues include \$5,845 of net realized capital losses on sales of securities during 2002 and an other than temporary impairment charge of \$3,769 recorded during 2002 on the Company's equity securities.

## **MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (dollars in thousands)**

Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the consolidated financial statements and the notes thereto and Item 6, Selected Financial Data.

### Results of Operations

Annuity and life insurance sales were \$3,472,044, \$3,834,167 and \$8,216,167, in 2002, 2001 and 2000, respectively. The decrease in sales in 2002 and 2001 was primarily the result of the general decline in sales in the industry, attributed in large part to the continued uncertainty in the equity markets. In addition, the Company believes uncertainty regarding its future ownership has adversely impacted sales, primarily in the latter part of 2002. The Company announced, in the first quarter of 2002, its intention to focus on the growth of its core variable annuity business.

Average assets under management totaled \$23,637,559 in 2002, \$26,792,877 in 2001 and \$31,581,902 in 2000, representing a decrease of 12% and 15% in 2002 and 2001, respectively, due primarily to weak equity markets. The decrease in annuity and life insurance charges and fees and fee income before surrender charge income and reinsurance was consistent with the decline in assets under management. Surrender charge income increased in 2002 as compared to 2001. This was caused by higher lapses when compared to the applicable prior year periods, and was primarily attributable, the Company believes, to concerns by contract holders, rating agencies and the Company's distribution channels, surrounding the uncertainty in the equity markets and its impact on variable annuity companies generally and, prior to the announcement of the Acquisition, uncertainty concerning the Company's future (See Liquidity and Capital Resources for rating agency actions).

Net realized capital losses in 2002 were primarily from \$9,593 of losses on sales and \$3,769 of other-than-temporary impairments of mutual fund investments that are held in support of a deferred compensation program for certain of the Company's employees. The deferred compensation program losses were offset by net gains of \$3,746 during 2002 on sales of fixed maturities. Included in those net gains on sales of fixed maturities for 2002, was a realized loss of approximately \$1,236 on the sale of a WorldCom, Inc. bond. The net capital gains in 2001 related primarily to sales of fixed maturity investments, were partially offset by losses on securities in the fixed maturity portfolio. The most significant loss was \$2,636 related to Enron securities. In addition net realized capital losses of \$3,534 in 2001 were incurred due to sales of mutual fund holdings in support of the Company's non-qualified deferred compensation program.

The change in annuity and life insurance policy reserves includes changes in reserves related to annuity contracts with mortality risks. During 2001, the Company's Guaranteed Minimum Death Benefit ("GMDB") reserve decreased \$43,984, as the result of an update of certain reserve assumptions as to risks inherent in the benefit. Previous assumptions had been based on statutory valuation principles as an approximation for U.S. GAAP. In addition, future mortality rates were lowered in 2001 to reflect favorable past experience. However, offsetting the resulting increase in earnings and equity as a result of changes in the GMDB liability in 2001, assumptions related to GMDB claim costs were also updated in the calculation of the deferred acquisition cost asset, resulting in additional amortization of this asset.

The Company uses derivative instruments, which consist of equity option contracts for risk management purposes, and not for trading or speculation. The Company hedges the economic GMDB exposure associated with equity market fluctuations. GMDB claims, net of hedge, consist of GMDB claims offset by the mark to market and realized capital gain/loss results of the Company's option contracts. During 2002 and 2001, the fluctuations in GMDB claims, net of hedge, were driven by an increase in hedge related benefits of \$19,776 and \$14,646, respectively. Hedge related benefits were partially offset by increases in GMDB claims of \$22,662 and \$32,398 during 2002 and 2001, respectively.

Return credited to contract owners consists primarily of net investment results from the Company's fixed, market value adjusted, separate account investment option and changes in the Company's experience rated reinsurance receivables. The decrease in 2002 was primarily due to increased net investment results on the Company's fixed, market value adjusted, separate account investment option. As the equity markets decline, movement from variable investment options to fixed investment options, primarily due to one of the Company's product features, has increased the assets invested in the fixed separate account investment option. Included in 2002 net investment results is \$9,849 of realized and unrealized losses on certain securities, of which \$5,427 related to WorldCom, Inc. bonds. The increase in net investment results was partially offset by a decrease in experience rated reinsurance receivables in 2002 due to unfavorable experience on certain blocks of variable annuity business. In 2001, return credited to contract owners decreased primarily due to favorable experience on certain blocks of variable annuity contracts increasing the experience rated reinsurance receivable. Partially offsetting the 2001 decrease is net investment losses of \$1,662 related to Enron securities.

Underwriting, acquisition and other insurance expenses for 2002, 2001 and 2000 were as follows:

	<u>2002</u>	<u>2001</u>	<u>2000</u>
Commissions and purchase credits	\$ 287,612	\$ 248,187	\$ 430,743
General operating expenses	145,438	157,704	214,957
Acquisition costs deferred	<u>(244,322)</u>	<u>(209,136)</u>	<u>(495,103)</u>
Underwriting, acquisition and other insurance expenses	<u>\$ 188,728</u>	<u>\$ 196,755</u>	<u>\$ 150,597</u>

New products launched, as well as a larger proportion of sales of products with higher commissions as compared to 2001 led to an increase in commissions and purchase credits during 2002. Lower sales and asset levels led to a decrease in commissions and purchase credits during 2001. Partially offsetting this decline in 2001, the company launched a commission promotion program that increased commissions as a percentage of new sales. Commission promotions in 2002 were approximately equivalent as compared to 2001.

General operating expenses decreased during 2002 and 2001 as a result of lower sales-based compensation, as well as expense reduction programs implemented during 2001 and continued strong expense management in 2002. Variable compensation and long-term incentive plan expenses have decreased due to the slowdown in sales and the decline in the equity markets.

Amortization of deferred acquisition costs increased over the past two years, in general, due to the further depressed equity markets in 2002 and 2001, thereby decreasing expectations of future gross profits and actual gross profits from asset based fees and increased expected and actual claim costs associated with minimum death benefit guarantees. During 2002, the Company also performed a recoverability study and an analysis of its short-term assumptions of future gross profits and determined those assumptions of future profits to be excessive. This analysis resulted in a current year acceleration of amortization of \$206,000. During 2002 and 2001, the Company also updated its future estimated gross profits with respect to certain mortality assumptions reflecting actual experience and the decline in the equity markets resulting in additional increased amortization. See Note 2 of Notes to Consolidated Financial Statements for a further discussion on amortization of deferred acquisition costs.

Interest expense decreased during 2002 primarily due to lower interest expense related to the future fees payable to ASI liability (See Note 8). Interest expense on these obligations is driven by the cash flows from the underlying annuity contracts acting as collateral. Due to the depressed asset values of those annuity contracts driven by the decline in the equity markets, the cash flows, and therefore the interest expense, decreased from prior year levels. Interest expense decreased in 2001 as a result of a reduction in borrowing.

The Company's income tax (benefit) expense varies directly with increases or decreases in (loss) income from operations. The effective income tax rate varied from the corporate rate of 35% due primarily to the deduction for dividends received.

Total assets and liabilities decreased \$4,301,197 and \$4,406,590, respectively, from December 31, 2001. This change resulted primarily from the declining equity markets.

#### Significant Accounting Policies

##### **Deferred Acquisition Costs**

The costs of acquiring new business, which vary with and are primarily related to new business generated, are deferred, net of reinsurance. These costs include commissions, purchase credits, costs of contract issuance, and certain selling expenses that vary with production.

The Company uses the retrospective deposit method for amortizing deferred acquisition costs. This method results in deferred acquisition costs being amortized in proportion to expected gross profits from surrender charges and policy and asset based fees, net of operating and claim costs. The deferred acquisition cost asset is adjusted retrospectively and prospectively when estimates of current and future gross profits to be realized from a group of products are revised. Critical assumptions in estimating gross profits include those for surrenders, long-term fund growth rate, expenses and death benefits. The long-term fund growth rate, in large part, determines the estimated future asset levels on which the most significant revenues are based. The Company's long-term fund growth rate assumption is 8% (net of charges assessed against the underlying mutual fund, but before charges assessed at the separate account and contract level). When current period actual asset growth is greater or less than the Company's long-term expectation, the Company adjusts the short-term asset growth rate to a level that will allow the Company, in the short-term, to resume the long-term asset growth rate expectation. The short-term asset growth rate is subject to constraints surrounding actual market conditions. If the Company's long-term fund growth rate assumption was 7% instead of 8%, the Company's deferred acquisition cost asset at December 31, 2002 would be reduced by \$26,273.

##### **Future Fees Payable to ASI**

In a series of transactions with ASI, the Company transferred certain rights to receive a portion of future fees and contract charges expected to be realized on designated blocks of deferred annuity contracts.

The proceeds from the transfers have been recorded as a liability and are being amortized over the remaining surrender charge period of the designated contracts using the interest method. The Company did not transfer the right to receive future fees and charges after the expiration of the surrender charge period.

In connection with these transactions, ASI, through special purpose trusts, issued collateralized notes in private placements, which are secured by the rights to receive future fees and charges purchased from the Company.

Under the terms of the securitization purchase agreements, the rights transferred provide for ASI to receive a percentage (60%, 80% or 100% depending on the underlying commission option) of future mortality and expense charges and contingent deferred sales charges, after reinsurance, expected to be realized over the remaining surrender charge period of the designated contracts (generally 6 to 8 years). The liability for future fees payable to ASI at the balance sheet date is based on the consideration received less principal repayments according to amortization schedules that were developed at the inception of the transactions. If actual mortality and expense charges and contingent deferred sales charges are less than those projected in the original amortization schedules, calculated on a transaction by transaction basis, ASI has no recourse against the Company. As account values associated with the designated contracts have declined, consistent

with the overall decline in the equity markets, historical mortality and expense charges have been lower than expected on certain transactions and it is likely that future mortality and expense charges, on those same transactions, will be lower than originally projected. As a result, the ultimate cash flows associated with these transactions that will transfer to ASI may be lower than the current carrying amount of the liability.

The Company has determined, using assumptions for lapses, mortality, free withdrawals and a long-term fund growth rate of 8% on the Company's assets under management, that the present value of future payments to ASI would be \$429,773.

### **Deferred Taxes**

The Company evaluates the necessity of recording a valuation allowance against its deferred tax asset in accordance with Statement of Financial Accounting Standards No. 109, Income Taxes ("SFAS 109"). In performing this evaluation, the Company considers all available evidence in making the determination as to whether it is more likely than not that deferred tax assets are not realizable. For the Company, that evidence includes: cumulative U.S. GAAP pre-tax income in recent years past, whether or not operating losses have expired unused in the past, the length of remaining carryback or carryforward periods, and net taxable income or loss expectations in early future years. The net taxable income or loss projections are based on profit assumptions consistent with those used to amortize deferred acquisition costs (see above discussion on deferred acquisition costs).

As of December 31, 2002, the Company has approximately \$361,000 gross deferred tax assets related principally to net operating loss carryforwards that expire in 2016 and 2017 and insurance reserve differences. After considering the impact of gross reversing temporary liabilities of \$323,000, the Company estimates that the Company will generate sufficient taxable income to fully utilize gross deferred tax assets within 2 years (prior to the expiration of the net operating losses).

### Liquidity and Capital Resources

The Company's liquidity requirements have generally been met by cash from insurance operations, investment activities, borrowings from ASI, reinsurance, capital contributions and securitization transactions with ASI (see Note 8).

The Company's cash from insurance operations is primarily comprised of fees generated off of assets under management, less commission expense on sales, sales and marketing expenses and other operating expenses. Fund performance driven by the equity markets directly impact assets under management and therefore, the fees the Company can generate off of those assets. During 2002 and 2001, assets under management declined consistent with the equity market declines resulting in reductions in fee revenues. In addition, the equity markets impact sales of variable annuities. As sales have declined in a declining equity market, non-promotional commission expense declined, however, in order to boost sales levels, the Company has offered various sales promotions increasing the use of cash for commission expense.

In order to fund the cash strain generated from acquisition costs on current sales, the Company has relied on cash generated from its direct insurance operations as well as reinsurance and securitization transactions. The Company has used modified coinsurance reinsurance arrangements whereby the reinsurer shares in the experience of a specified book of business. These reinsurance transactions result in the Company receiving from the reinsurer an upfront ceding commission on the book of business ceded in exchange for the reinsurer receiving , the future fees generated from that book of business. These reinsurance agreements also mitigate the recoverability risk associated with the payment of up-front commissions and other acquisition costs. Similarly, the Company has entered into securitization transactions whereby the Company issues to ASI, in exchange for cash, the right to receive future fees generated off of a specific book of business. On April 12, 2002, the Company entered into a new securitization transaction with ASI. This transaction covers designated blocks of business issued from November 1, 2000 through December

31, 2001. The estimated present value of the transaction at April 12, 2002, using a discount rate of 6.00%, was approximately \$101,713.

As of December 31, 2002, 2001 and 2000, the Company had short-term borrowings of \$10,000, \$10,000 and \$10,000, respectively, and had long-term surplus notes liabilities of \$110,000, \$144,000 and \$159,000, respectively. During 2002, the Company borrowed \$263,091 and paid back \$263,091 related to short-term borrowing. During 2002 and 2001, the Company received permission from the State of Connecticut Insurance Department to pay down surplus notes in the amount of \$34,000 and \$15,000, respectively. See Notes 14 and 15 of Notes to Consolidated Financial Statements for more information on surplus notes and short-term borrowing, respectively.

As of December 31, 2002, 2001 and 2000, shareholder's equity totaled \$683,061, \$577,668 and \$496,911, respectively. The Company received capital contributions of \$259,720 and \$48,000 from ASI during 2002 and 2001, respectively. Of this, \$4,520 and \$2,500, respectively, was used to support its investment in Skandia Vida. Net (loss) income of (\$165,257) and \$33,099, for the years ended December 31, 2002 and 2001, respectively, contributed to the respective changes in shareholder's equity in 2002 and 2001.

The National Association of Insurance Commissioners ("NAIC") requires insurance companies to report information regarding minimum Risk Based Capital ("RBC") requirements. These requirements are intended to allow insurance regulators to identify companies that may need regulatory attention. The RBC model law requires that insurance companies apply various factors to asset, premium and reserve items, all of which have inherent risks. The formula includes components for asset risk, insurance risk, interest rate risk and business risk. The Company has complied with the NAIC's RBC reporting requirements and has total adjusted capital well above required capital.

During 2002, all of the major rating agencies reviewed the U.S. life insurance sector, including the Company. Based on these reviews the rating agencies have evolving concerns surrounding the risk profile of variable annuity companies due to their significant exposure to equity market performance. This exposure has resulted, and may continue to result, in earnings volatility. Based on the reviews made during 2002, the following ratings actions took place:

On May 8, 2002, Fitch Ratings downgraded the Company's "insurer financial strength" rating to A+ from AA- with a "stable" outlook.

On September 19, 2002, Fitch Ratings lowered the Company's "insurer financial strength" rating to A- from A+ with an "evolving" outlook.

On September 27, 2002, A.M. Best Co. lowered the Company's "financial strength" rating to A- from A with negative implications.

On October 16, 2002, Standard and Poor's lowered the Company's "counter party credit" and "financial strength" ratings to A- from A+ with a negative outlook and removed the Company from Credit Watch.

Subsequent to the announcement of the Acquisition, Standard and Poor's placed the Company on CreditWatch with positive implications.

#### Effects of Inflation

The rate of inflation has not had a significant effect on the Company's financial statements.

#### Outlook

The Company believes that it is well positioned to retain and enhance its position as a leading provider of financial products for long-term savings and retirement purposes as well as to address the economic impact

of premature death, estate planning concerns and supplemental retirement needs. The Company has renewed its focus on its core variable annuity business, offering innovative long-term savings and income products, strengthening its wholesaling efforts and providing consistently good customer service in order to gain market share and improve profitability in an increasingly competitive market.

The Gramm-Leach-Bliley Act of 1999 (the Financial Services Modernization Act) permits affiliation among banks, securities firms and insurance companies. This legislative change has created opportunities for continued consolidation in the financial services industry and increased competition as large companies offer a wide array of financial products and services.

Various other legislative initiatives could impact the Company such as pension reform and capital gains and estate tax changes. These include the proposed exclusion from tax for corporate dividends, potential changes to the deductibility of dividends received from the Company's separate accounts and newly proposed tax-advantaged savings programs. Additional pension reform may change current tax deferral rules and allow increased contributions to retirement plans, which may lead to higher investments in tax-deferred products and create growth opportunities for the Company. A capital gains tax reduction may cause tax-deferred products to be less attractive to consumers, which could adversely impact the Company.

In addition, NAIC statutory reserving guidelines and/or interpretations of those guidelines may change in the future. Such changes may require the Company to modify, perhaps materially, its statutory-based reserves for variable annuity contracts.

#### Forward Looking Information

The Private Securities Litigation Reform Act of 1995 (the "1995 Act") provides a "safe harbor" for forward-looking statements, so long as those statements are identified as forward-looking, and the statements are accompanied by meaningful cautionary statements that identify important factors that could cause actual results to differ materially from those discussed in the statement. We want to take advantage of these safe harbor provisions.

Certain information contained in the Management's Discussion and Analysis of Financial Condition and Results of Operations is forward-looking within the meaning of the 1995 Act or Securities and Exchange Commission rules.

These forward-looking statements rely on a number of assumptions concerning future events, and are subject to a number of significant uncertainties and results may differ materially from these statements. You should not put undue reliance on these forward-looking statements. We disclaim any intention or obligation to update or revise forward-looking statements, whether as a result of new information, future events or otherwise.

### **QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

The Company is subject to potential fluctuations in earnings and the fair value of certain of its assets and liabilities, as well as variations in expected cash flows due to changes in market interest rates and equity prices. The following discussion focuses on specific exposures the Company has to interest rate and equity price risk and describes strategies used to manage these risks, and includes "forward-looking statements" that involve risk and uncertainties. The discussion is limited to financial instruments subject to market risks and is not intended to be a complete discussion of all of the risks to which the Company is exposed.

#### Interest Rate Risk

Fluctuations in interest rates can potentially impact the Company's profitability and cash flows. At December 31, 2002, 91% of assets held under management by the Company are in non-guaranteed Separate Accounts for which the Company's interest rate and equity market exposure is not significant, as the contract owner assumes substantially all of the investment risk. Of the remaining 9% of assets, the interest rate risk from contracts that carry interest rate exposure is managed through an asset/liability

matching program which takes into account the risk variables of the insurance liabilities supported by the assets.

At December 31, 2002, the Company held fixed maturity investments in its general account that are sensitive to changes in interest rates. These securities are held in support of the Company's fixed immediate annuities, fixed supplementary contracts, the fixed investment option offered in its variable life insurance contracts, and in support of the Company's target solvency capital. The Company has a conservative investment philosophy with regard to these investments. All investments are investment grade corporate securities, government agency or U.S. government securities.

The Company's deferred annuity products offer a fixed investment option which subjects the Company to interest rate risk. The fixed option guarantees a fixed rate of interest for a period of time selected by the contract owner. Guarantee period options available range from one to ten years. Withdrawal of funds, or transfer of funds to variable investment options, before the end of the guarantee period subjects the contract owner to a market value adjustment ("MVA"). In the event of rising interest rates, which make the fixed maturity securities underlying the guarantee less valuable, the MVA could be negative. In the event of declining interest rates, which make the fixed maturity securities underlying the guarantee more valuable, the MVA could be positive. The resulting increase or decrease in the value of the fixed option, from calculation of the MVA, should substantially offset the increase or decrease in the market value of the securities underlying the guarantee. The Company maintains strict asset/liability matching to enable this offset. However, the Company still takes on the default risk for the underlying securities, the interest rate risk of reinvestment of interest payments and the risk of failing to maintain the asset/liability matching program with respect to duration and convexity.

Liabilities held in the Company's guaranteed separate account as of December 31, 2002 totaled \$1,828,048. Assets, primarily fixed income investments, supporting those liabilities had a fair value of \$1,828,048. The Company performed a sensitivity analysis on these interest-sensitive liabilities and assets at December 31, 2002. The analysis showed that an immediate decrease of 100 basis points in interest rates would result in a net increase in liabilities and the corresponding assets of approximately \$69,150 and \$68,500, respectively. An analysis of a 100 basis point decline in interest rates at December 31, 2001, showed a net increase in interest-sensitive liabilities and the corresponding assets of approximately \$39,800 and \$39,900, respectively.

#### Equity Market Exposure

The primary equity market risk to the Company comes from the nature of the variable annuity and variable life products sold by the Company. Various fees and charges earned are substantially derived as a percentage of the market value of assets under management. In a market decline, this income will be reduced. This could be further compounded by customer withdrawals, net of applicable surrender charge revenues, partially offset by transfers to the fixed option discussed above. A 10% decline in the market value of the assets under management at December 31, 2002, sustained throughout 2003, would result in an approximate drop in related mortality and expense charges and annual fee income of \$36,350.

Another equity market risk exposure of the Company relates to guaranteed minimum death benefit payments. Declines in equity markets and, correspondingly, the performance of the funds underlying the Company's products, increase exposure to guaranteed minimum death benefit payments. As discussed in Note 2D of the consolidated financial statements, the Company uses derivative instruments to hedge against the risk of significant decreases in equity markets. Prior to the implementation of this program, the Company used reinsurance to mitigate this risk.

The Company has a portfolio of equity investments consisting of mutual funds, which are held in support of a deferred compensation program. In the event of a decline in market values of underlying securities, the value of the portfolio would decline; however the accrued benefits payable under the related deferred compensation program would decline by a corresponding amount.

Estimates of interest rate risk and equity price risk were obtained using computer models that take into consideration various assumptions about the future. Given the uncertainty of future interest rate movements, volatility in the equity markets and consumer behavior, actual results may vary from those predicted by the Company's models.

Contract described herein is no longer available for sale.

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF  
AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**

*Contract described herein is no longer available for sale.*

## Report of Independent Auditors

To the Board of Directors and Shareholder of  
American Skandia Life Assurance Corporation  
Shelton, Connecticut

We have audited the consolidated statements of financial condition of American Skandia Life Assurance Corporation (the "Company" which is an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.) as of December 31, 2002 and 2001, and the related consolidated statements of income, shareholder's equity and cash flows for each of the three years in the period ended December 31, 2002. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of American Skandia Life Assurance Corporation at December 31, 2002 and 2001, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2002, in conformity with accounting principles generally accepted in the United States.

As discussed in Note 2, in 2002 the Company adopted Statement of Financial Accounting Standards No. 142, *Goodwill and Other Intangible Assets*.

As discussed in Note 2, effective January 1, 2001, the Company adopted Statement of Financial Accounting Standards No. 133, *Accounting for Derivative Instruments and Hedging Activities*.

/s/ Ernst & Young LLP

Hartford, Connecticut  
February 3, 2003

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)

**Consolidated Statements of Financial Condition**  
(in thousands, except share data)

	As of December 31,	
	<u>2002</u>	<u>2001</u>
<b><u>ASSETS</u></b>		
Investments:		
Fixed maturities - at fair value (amortized cost of \$379,422 and \$356,882, respectively)	\$ 398,601	\$ 362,831
Equity securities - at fair value (amortized cost of \$52,017 and \$49,886, respectively)	51,769	45,083
Derivative instruments - at fair value	10,370	5,525
Policy loans	<u>7,559</u>	<u>6,559</u>
Total investments	468,299	419,998
Cash and cash equivalents	51,339	-
Accrued investment income	4,196	4,737
Deferred acquisition costs	1,117,544	1,383,281
Reinsurance receivable	5,447	7,733
Receivable from affiliates	3,961	3,283
Income tax receivable	-	30,537
Deferred income taxes	38,206	-
Fixed assets, at depreciated cost (accumulated depreciation of \$7,555 and \$4,266, respectively)	12,132	17,752
Other assets	101,848	103,912
Separate account assets	<u>21,905,613</u>	<u>26,038,549</u>
Total assets	<u>\$ 23,708,585</u>	<u>\$ 28,009,782</u>
<b><u>LIABILITIES AND SHAREHOLDER'S EQUITY</u></b>		
Liabilities:		
Reserves for future policy and contract benefits	\$ 149,349	\$ 91,126
Accounts payable and accrued expenses	133,543	192,952
Income tax payable	6,547	-
Deferred income taxes	-	54,980
Payable to affiliates	2,223	101,035
Future fees payable to American Skandia, Inc. ("ASI")	708,249	799,472
Short-term borrowing	10,000	10,000
Surplus notes	110,000	144,000
Separate account liabilities	<u>21,905,613</u>	<u>26,038,549</u>
Total liabilities	<u>23,025,524</u>	<u>27,432,114</u>
Commitments and contingent liabilities (Note 18)		
Shareholder's equity:		
Common stock, \$100 par value, 25,000 shares authorized, issued and outstanding	2,500	2,500
Additional paid-in capital	595,049	335,329
Retained earnings	73,821	239,078
Accumulated other comprehensive income	<u>11,691</u>	<u>761</u>
Total shareholder's equity	<u>683,061</u>	<u>577,668</u>
Total liabilities and shareholder's equity	<u>\$ 23,708,585</u>	<u>\$ 28,009,782</u>

See notes to consolidated financial statements.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Consolidated Statements of Income**  
**(in thousands)**

	For the Years Ended December 31,		
	<u>2002</u>	<u>2001</u>	<u>2000</u>
<u>REVENUES</u>			
Annuity and life insurance charges and fees	\$ 370,004	\$ 388,696	\$ 424,578
Fee income	97,650	111,196	130,610
Net investment income	19,632	20,126	18,595
Net realized capital (losses) gains	(9,614)	928	(688)
Other	<u>2,176</u>	<u>1,770</u>	<u>4,883</u>
Total revenues	<u>479,848</u>	<u>522,716</u>	<u>577,978</u>
<u>EXPENSES</u>			
Benefits:			
Annuity and life insurance benefits	3,391	1,955	751
Change in annuity and life insurance policy reserves	2,741	(39,898)	49,339
Guaranteed minimum death benefit claims, net of hedge	23,256	20,370	2,618
Return credited to contract owners	<u>5,196</u>	<u>5,796</u>	<u>8,463</u>
Total benefits	34,584	(11,777)	61,171
Other:			
Underwriting, acquisition and other insurance expenses	188,728	196,755	150,597
Amortization of deferred acquisition costs	510,059	224,047	184,616
Interest expense	<u>14,544</u>	<u>73,424</u>	<u>85,998</u>
	<u>713,331</u>	<u>494,226</u>	<u>421,211</u>
Total benefits and expenses	<u>747,915</u>	<u>482,449</u>	<u>482,382</u>
(Loss) income from operations before income tax (benefit) expense	(268,067)	40,267	95,596
Income tax (benefit) expense	<u>(102,810)</u>	<u>7,168</u>	<u>30,779</u>
Net (loss) income	<u>\$ (165,257)</u>	<u>\$ 33,099</u>	<u>\$ 64,817</u>

See notes to consolidated financial statements.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)

**Consolidated Statements of Shareholder's Equity**  
(in thousands)

	Common Stock	Additional Paid in Capital	Retained Earnings	Accumulated Other Comprehensive Income		Total
				Foreign Currency Translation	Unrealized Gains (Losses)	
As of December 31, 1999	\$2,500	\$215,879	\$141,162	\$148	(\$255)	\$359,434
Net income			64,817			64,817
Other comprehensive income:						
Unrealized capital gains					843	843
Reclassification adjustment for realized losses included in net realized capital (losses) gains					433	433
Foreign currency translation				(66)		(66)
Other comprehensive income						1,210
Comprehensive income						66,027
Capital contributions		71,450				71,450
As of December 31, 2000	2,500	287,329	205,979	82	1,021	496,911
Net income			33,099			33,099
Other comprehensive loss:						
Unrealized capital losses					(261)	(261)
Reclassification adjustment for realized gains included in net realized capital (losses) gains					(14)	(14)
Foreign currency translation				(67)		(67)
Other comprehensive loss						(342)
Comprehensive income						32,757
Capital contributions		48,000				48,000
As of December 31, 2001	2,500	335,329	239,078	15	746	577,668
Net loss			(165,257)			(165,257)
Other comprehensive income:						
Unrealized capital gains					10,434	10,434
Reclassification adjustment for realized losses included in net realized capital (losses) gains					1,126	1,126
Foreign currency translation				(630)		(630)
Other comprehensive income						10,930
Comprehensive loss						(154,327)
Capital contributions		259,720				259,720
As of December 31, 2002	\$2,500	\$595,049	\$73,821	\$(615)	\$12,306	\$683,061

Unrealized capital gains (losses) is shown net of tax expense (benefit) of \$5,618, (\$140) and \$454 for 2002, 2001 and 2000, respectively. Reclassification adjustment for realized losses (gains) included in net realized capital (losses) gains is shown net of tax expense (benefit) of \$606, (\$8) and \$233 for 2002, 2001 and 2000, respectively. Foreign currency translation is shown net of tax benefit of \$339, \$36 and \$36 for 2002, 2001 and 2000, respectively.

See notes to consolidated financial statements.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)

**Consolidated Statements of Cash Flows**  
(in thousands)

	For the Years Ended December 31,		
	<u>2002</u>	<u>2001</u>	<u>2000</u>
Cash flow from operating activities:			
Net (loss) income	\$ (165,257)	\$ 33,099	\$ 64,817
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:			
Amortization and depreciation	21,649	13,374	5,758
Deferral of acquisition costs	(244,322)	(209,136)	(495,103)
Amortization of deferred acquisition costs	510,059	224,047	184,616
Deferred tax (benefit) expense	(99,071)	46,215	60,023
Change in unrealized (gains) losses on derivatives	(5,149)	2,902	(2,936)
Increase (decrease) in policy reserves	3,293	(38,742)	50,892
(Decrease) increase in net receivable/payable to affiliates	(99,490)	103,496	(72,063)
Change in net income tax receivable/payable	37,084	4,083	(58,888)
Increase in other assets	(9,546)	(12,105)	(65,119)
Decrease (increase) in accrued investment income	541	472	(1,155)
Decrease (increase) in reinsurance receivable	2,286	(1,849)	420
(Decrease) increase in accounts payable and accrued expenses	(59,409)	55,912	(21,550)
Net realized capital (gains) losses on derivatives	(26,654)	(14,929)	5,554
Net realized capital losses (gains) on investments	9,616	(928)	688
Net cash (used in) provided by operating activities	<u>(124,370)</u>	<u>205,911</u>	<u>(344,046)</u>
Cash flow from investing activities:			
Purchase of fixed maturity investments	(388,053)	(462,820)	(380,737)
Proceeds from sale and maturity of fixed maturity investments	367,263	390,816	303,736
Purchase of derivatives	(61,998)	(103,533)	(14,781)
Proceeds from exercise or sale of derivative instruments	88,956	113,051	5,936
Purchase of shares in equity securities and dividend reinvestments	(49,713)	(55,430)	(18,136)
Proceeds from sale of shares in equity securities	34,220	25,228	8,345
Purchase of fixed assets	(2,423)	(10,773)	(7,348)
Increase in policy loans	(1,000)	(2,813)	(2,476)
Net cash used in investing activities	<u>(12,748)</u>	<u>(106,274)</u>	<u>(105,461)</u>
Cash flow from financing activities:			
Capital contribution	259,720	48,000	71,450
Pay down of surplus notes	(34,000)	(15,000)	(20,000)
(Decrease) increase in future fees payable to ASI, net	(91,223)	(137,355)	358,376
Deposits to contract owner accounts	808,209	59,681	172,441
Withdrawals from contract owner accounts	(164,964)	(130,476)	(102,603)
Change in contract owner accounts, net of investment earnings	<u>(588,315)</u>	<u>62,875</u>	<u>(55,468)</u>
Net cash provided by (used in) financing activities	<u>189,427</u>	<u>(112,275)</u>	<u>424,196</u>
Net increase (decrease) in cash and cash equivalents	52,309	(12,638)	(25,311)
Change in foreign currency translation	(970)	(103)	(101)
Cash and cash equivalents at beginning of period	-	12,741	38,153
Cash and cash equivalents at end of period	<u>\$ 51,339</u>	<u>\$ -</u>	<u>\$ 12,741</u>
Income taxes (received) paid	<u>\$ (40,823)</u>	<u>\$ (43,130)</u>	<u>\$ 29,644</u>
Interest paid	<u>\$ 23,967</u>	<u>\$ 56,831</u>	<u>\$ 114,394</u>

See notes to consolidated financial statements.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements**  
**December 31, 2002**  
**(dollars in thousands)**

**1. ORGANIZATION AND OPERATION**

American Skandia Life Assurance Corporation ("ASLAC" or the "Company"), with its principal offices in Shelton, Connecticut, is a wholly-owned subsidiary of American Skandia, Inc. ("ASI"). On December 19, 2002, Skandia Insurance Company Ltd. (publ) ("SICL"), an insurance company organized under the laws of the Kingdom of Sweden, and the ultimate parent company of the Company, entered into a definitive purchase agreement with Prudential Financial, Inc., a New Jersey corporation ("Prudential Financial"), whereby Prudential Financial will acquire the Company and certain of its affiliates (the "Acquisition"). Consummation of the transaction is subject to various closing conditions, including regulatory approvals and approval of certain matters by the board of directors and shareholders of the mutual funds advised by American Skandia Investment Services, Inc. ("ASISI"), a subsidiary of ASI. The transaction is expected to close during the second quarter of 2003.

The Company develops long-term savings and retirement products, which are distributed through its affiliated broker/dealer company, American Skandia Marketing, Incorporated ("ASM"). The Company currently issues term and variable universal life insurance and variable deferred and immediate annuities for individuals and groups in the United States of America and its territories.

The Company has 99.9% ownership in Skandia Vida, S.A. de C.V. ("Skandia Vida"), which is a life insurance company domiciled in Mexico. Skandia Vida had total shareholder's equity of \$5,023 and \$4,179 as of December 31, 2002, and 2001, respectively. Skandia Vida has generated net losses of \$2,706, \$2,619 and \$2,540 in 2002, 2001 and 2000, respectively. As part of the Acquisition, it is expected that the Company will sell its ownership interest in Skandia Vida to SICL. The Company has filed for required regulatory approvals from the State of Connecticut and Mexico related to the sale of Skandia Vida.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

A. Basis of Reporting

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("U.S. GAAP"). Skandia Vida has been consolidated in these financial statements. Intercompany transactions and balances between the Company and Skandia Vida have been eliminated in consolidation.

Certain reclassifications have been made to prior year amounts to conform with the current year presentation.

B. New Accounting Standard

Effective January 1, 2001, the Company adopted Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended by SFAS 137 and SFAS 138 (collectively "SFAS 133"). Derivative instruments held by the Company consist of equity put option contracts utilized to

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

manage the economic risks associated with guaranteed minimum death benefits (“GMDB”). These derivative instruments are carried at fair value. Realized and unrealized gains and losses are reported in the Consolidated Statements of Income, together with GMDB claims expense, as a component of Guaranteed Minimum Death Benefit Claims, Net of Hedge. The adoption of SFAS No. 133 did not have a material effect on the Company’s financial statements.

Effective April 1, 2001, the Company adopted the Emerging Issues Task Force (“EITF”) Issue 99-20, “Recognition of Interest Income and Impairment on Purchased and Retained Beneficial Interests in Securitized Financial Assets.” Under the consensus, investors in certain asset-backed securities are required to record changes in their estimated yield on a prospective basis and to evaluate these securities for an other than temporary decline in value. If the fair value of the asset-backed security has declined below its carrying amount and the decline is determined to be other than temporary, the security is written down to fair value. The adoption of EITF Issue 99-20 did not have a significant effect on the Company’s financial statements.

In July 2001, the Financial Accounting Standards Board (“FASB”) issued Statement of Financial Accounting Standards No. 142 “Accounting for Goodwill and Intangible Assets” (“SFAS 142”). Under the new standard, goodwill and intangible assets deemed to have indefinite lives will no longer be amortized but will be subject to annual impairment tests in accordance with the new standard. Other intangible assets will continue to be amortized over their useful lives.

The Company applied the new rules on the accounting for goodwill and other intangible assets in the first quarter of 2002. The adoption of SFAS 142 did not have a significant impact on the Company’s financial statements.

**C. Investments**

The Company has classified its fixed maturity investments as available-for-sale and, as such, they are carried at fair value with changes in unrealized gains and losses reported as a component of other comprehensive income.

The Company has classified its equity securities held in support of a deferred compensation plan (see Note 12) as available-for-sale. Such investments are carried at fair value with changes in unrealized gains and losses reported as a component of other comprehensive income.

Policy loans are carried at their unpaid principal balances.

Realized capital gains and losses on disposal of investments are determined by the specific identification method.

Other than temporary impairment charges are determined based on an analysis that is performed on a security by security basis and includes quantitative and qualitative factors.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

D. Derivative Instruments

The Company uses derivative instruments, which consist of equity put option contracts, for risk management purposes, and not for trading or speculation. The Company hedges the economic GMDB exposure associated with equity market fluctuations. As the equity markets decline, the Company's exposure to future GMDB claims increases. Conversely, as the equity markets increase the Company's exposure to future GMDB claims decreases. The claims exposure is reduced by the market value effect of the option contracts purchased.

Based on criteria described in SFAS 133, the Company's fair value hedges do not qualify as "effective" hedges and, therefore, hedge accounting may not be applied. Accordingly, the derivative investments are carried at fair value with changes in unrealized gains and losses being recorded in income as those changes occur. As such, both realized and unrealized gains and losses are reported in the Consolidated Statements of Income, together with GMDB claims expense, as a component of Guaranteed Minimum Death Benefit Claims, Net of Hedge.

As of December 31, 2002 and 2001, the accumulated difference between cost and market value on the Company's derivatives was an unrealized gain of \$1,434 and an unrealized loss of \$3,715, respectively. The amount of realized and unrealized gains (losses) on the Company's derivatives recorded during the years ended December 31, 2002, 2001 and 2000 was \$31,803, \$12,027 and (\$2,619), respectively.

E. Cash Equivalents

The Company considers all highly liquid time deposits, commercial paper and money market mutual funds purchased with a maturity date, at acquisition, of three months or less to be cash equivalents.

As of December 31, 2002, \$50 of cash reflected on the Company's financial statements was restricted in compliance with regulatory requirements.

F. State Insurance Licenses

Licenses to do business in all states have been capitalized and reflected at the purchase price of \$6,000 less accumulated amortization of \$2,038 at December 31, 2002. Due to the adoption of SFAS 142, the cost of the licenses is no longer being amortized but is subjected to an annual impairment test. As of December 31, 2002, the Company estimated the fair value of the state insurance licenses to be in excess of book value and, therefore, no impairment charge was required.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

G. Income Taxes

The Company is included in the consolidated federal income tax return filed by Skandia U.S. Inc. and its U.S. subsidiaries. In accordance with the tax sharing agreement, the federal income tax provision is computed on a separate return basis as adjusted for consolidated items. Pursuant to the terms of this agreement, the Company has the right to recover the value of losses utilized by the consolidated group in the year of utilization. To the extent the Company generates income in future years, the Company is entitled to offset future taxes on that income through the application of its loss carry forward generated in the current year.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

H. Recognition of Revenue and Contract Benefits

Revenues for variable deferred annuity contracts consist of charges against contract owner account values or separate accounts for mortality and expense risks, administration fees, surrender charges and an annual maintenance fee per contract. Revenues for mortality and expense risk charges and administration fees are recognized as assessed against the contract holder. Surrender charge revenue is recognized when the surrender charge is assessed against the contract holder at the time of surrender. Annual maintenance fees are earned ratably throughout the year.

Benefit reserves for the variable investment options on annuity contracts represent the account value of the contracts and are included in the separate account liabilities.

Fee income from mutual fund organizations is recognized when assessed against assets under management.

Revenues for variable immediate annuity and supplementary contracts with life contingencies consist of certain charges against contract owner account values including mortality and expense risks and administration fees. These charges and fees are recognized as revenue as assessed against the contract holder. Benefit reserves for variable immediate annuity contracts represent the account value of the contracts and are included in the separate account liabilities.

Revenues for the market value adjusted fixed investment option on annuity contracts consist of separate account investment income reduced by amounts credited to the contract holder for interest. This net spread is included in return credited to contract owners on the consolidated statements of income. Benefit reserves for these contracts represent the account value of the contracts plus a

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

market value adjustment, and are included in the general account reserve for future policy and contract benefits to the extent in excess of the separate account assets, typically for the market value adjustment at the reporting date.

Revenues for fixed immediate annuity and fixed supplementary contracts without life contingencies consist of net investment income, reported as a component of return credited to contract owners. Revenues for fixed immediate annuity contracts with life contingencies consist of single premium payments recognized as annuity considerations when received. Benefit reserves for these contracts are based on applicable actuarial standards with assumed interest rates that vary by issue year and are included in the general account reserve for future policy and contract benefits. Assumed interest rates ranged from 6.25% to 8.25% at December 31, 2002 and 2001.

Revenues for variable life insurance contracts consist of charges against contract owner account values or separate accounts for mortality and expense risk fees, administration fees, cost of insurance fees, taxes and surrender charges. Certain contracts also include charges against premium to pay state premium taxes. All of these charges are recognized as revenue when assessed against the contract holder. Benefit reserves for variable life insurance contracts represent the account value of the contracts and are included in the separate account liabilities.

**I. Deferred Acquisition Costs**

The costs of acquiring new business, which vary with and are primarily related to new business generated, are being deferred, net of reinsurance. These costs include commissions, purchase credits, costs of contract issuance, and certain selling expenses that vary with production.

The Company uses the retrospective deposit method for amortizing deferred acquisition costs. This method results in deferred acquisition costs being amortized in proportion to expected gross profits, from surrender charges and policy and asset based fees, net of operating and claim costs. The deferred acquisition cost asset is adjusted retrospectively and prospectively when estimates of current and future gross profits to be realized from a group of products are revised. Critical assumptions in estimating gross profits include those for surrenders, long-term fund growth rate, expenses and death benefits. The long-term fund growth rate, in large part, determines the estimated future asset levels on which the most significant revenues are based. The Company's long-term fund growth rate assumption is 8% (net of charges assessed against the underlying mutual fund, but before charges assessed at the separate account and contract level). When current period actual asset growth is greater or less than the Company's long-term expectation, the Company adjusts the short-term asset growth rate to a level that will allow the Company, in the short-term, to resume the long-term asset growth rate expectation. The short-term asset growth rate is subject to constraints surrounding actual market conditions.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Details of deferred acquisition costs and related amortization for the years ended December 31, are as follows:

	<u>2002</u>	<u>2001</u>	<u>2000</u>
Balance at beginning of year	\$ 1,383,281	\$ 1,398,192	\$ 1,087,705
Acquisition costs deferred during the year	244,322	209,136	495,103
Acquisition costs amortized during the year	<u>(510,059)</u>	<u>(224,047)</u>	<u>(184,616)</u>
Balance at end of year	<u>\$ 1,117,544</u>	<u>\$ 1,383,281</u>	<u>\$ 1,398,192</u>

As asset growth rates, during 2002 and 2001, have been far below the Company's long-term assumption, the adjustment to the short-term asset growth rate had risen to a level, before being capped, that in management's opinion was excessive in the current market environment. Based on an analysis of those short-term rates, the related estimates of future gross profits and an impairment study, management of the Company determined that the short-term asset growth rate should be reset to the level of the long-term growth rate expectation as of September 30, 2002. This resulted in an acceleration of amortization of approximately \$206,000.

Throughout the year, the Company also updated its future estimated gross profits with respect to certain mortality assumptions reflecting actual experience and the decline in the equity markets resulting in additional increased amortization of approximately \$72,000.

**J. Reinsurance**

The Company cedes reinsurance under modified co-insurance arrangements. These reinsurance arrangements provide additional capacity for growth in supporting the cash flow strain from the Company's variable annuity and variable life insurance business. The reinsurance is effected under quota share contracts.

At December 31, 2002 and 2001, in accordance with the provisions of the modified coinsurance agreements, the Company accrued approximately \$5,447 and \$7,733, respectively, for amounts receivable from favorable reinsurance experience on certain blocks of variable annuity business.

**K. Translation of Foreign Currency**

The financial position and results of operations of Skandia Vida are measured using local currency as the functional currency. Assets and liabilities are translated at the exchange rate in effect at each year-end. Statements of income and changes in shareholder's equity accounts are translated at the average rate prevailing during the year. Translation adjustments arising from the use of differing exchange rates from period to period are reported as a component of other comprehensive income.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

L. Separate Accounts

Assets and liabilities in separate accounts are included as separate captions in the consolidated statements of financial condition. Separate account assets consist principally of long term bonds, investments in mutual funds, short-term securities and cash and cash equivalents, all of which are carried at fair value. The investments are managed predominately through ASISI, utilizing various fund managers as sub-advisors. The remaining investments are managed by independent investment firms. The contract holder has the option of directing funds to a wide variety of investment options, most of which invest in mutual funds. The investment risk on the variable portion of a contract is borne by the contract holder. Fixed options with minimum guaranteed interest rates are also available. The Company bears the credit risk associated with the investments that support these fixed options.

Included in Separate Account liabilities are reserves of \$1,828,048 and \$1,092,944 at December 31, 2002 and 2001, respectively, relating to deferred annuity investment options for which the contract holder is guaranteed a fixed rate of return. These reserves are calculated using the Commissioners Annuity Reserve Valuation Method. Separate Account assets of \$1,828,048 and \$1,092,944 at December 31, 2002 and 2001, respectively, consisting of fixed maturities, equity securities, short-term securities, cash and cash equivalents, accrued investment income, accrued liabilities and amounts due to/from the General Account are held in support of these annuity obligations, pursuant to state regulation.

Included in the general account, within Reserves for Future Policy and Contract Benefits, is the market value adjustment associated with the guaranteed, fixed rate investment options, assuming the market value adjustment at the reporting date.

Net investment income (including net realized capital gains and losses) and interest credited to contract holders on separate account assets are not separately reflected in the Consolidated Statements of Income.

M. Unearned Performance Credits

The Company defers certain bonus credits applied to contract holder deposits. The credit is reported as a contract holder liability within separate account liabilities and the deferred expense is reported as a component of other assets. As the contract holder must keep the contract in-force for 10 years to earn the bonus credit, the Company amortizes the deferred expense on a straight-line basis over 10 years. If the contract holder surrenders the contract or the contract holder dies prior to the end of 10 years, the bonus credit is returned to the Company. This component of the bonus credit is amortized in proportion to expected surrenders and mortality. As of December 31, 2002 and 2001, the unearned performance credit asset was \$83,288 and \$89,234, respectively.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

N. Estimates

The preparation of financial statements in conformity with U.S. GAAP requires that management make estimates and assumptions that affect the reported amount of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant estimates and assumptions are related to deferred acquisition costs and involve estimates of future policy lapses, investment returns and maintenance expenses. Actual results could differ from those estimates.

**3. INVESTMENTS**

The amortized cost, gross unrealized gains and losses and fair value of fixed maturities and investments in equity securities as of December 31, 2002 and 2001 are shown below. All securities held at December 31, 2002 and 2001 were publicly traded.

Investments in fixed maturities as of December 31, 2002 consisted of the following:

	Amortized <u>Cost</u>	Gross Unrealized <u>Gains</u>	Gross Unrealized <u>Losses</u>	<u>Fair Value</u>
U.S. Government obligations	\$ 270,969	\$ 15,658	\$ (78)	\$ 286,549
Obligations of state and political subdivisions	253	9	(1)	261
Corporate securities	<u>108,200</u>	<u>3,631</u>	<u>(40)</u>	<u>111,791</u>
Totals	<u>\$ 379,422</u>	<u>\$ 19,298</u>	<u>\$ (119)</u>	<u>\$ 398,601</u>

The amortized cost and fair value of fixed maturities, by contractual maturity, at December 31, 2002 are shown below. Actual maturities may differ from contractual maturities due to call or prepayment provisions.

	Amortized <u>Cost</u>	<u>Fair Value</u>
Due in one year or less	\$ 12,793	\$ 12,884
Due after one through five years	165,574	171,830
Due after five through ten years	186,609	198,913
Due after ten years	<u>14,446</u>	<u>14,974</u>
Total	<u>\$ 379,422</u>	<u>\$ 398,601</u>

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**3. INVESTMENTS (continued)**

Investments in fixed maturities as of December 31, 2001 consisted of the following:

	Amortized <u>Cost</u>	Gross Unrealized <u>Gains</u>	Gross Unrealized <u>Losses</u>	<u>Fair Value</u>
U.S. Government obligations	\$198,136	\$2,869	\$(413)	\$200,592
Obligations of state and political subdivisions	252	8		260
Corporate securities	<u>158,494</u>	<u>4,051</u>	<u>(566)</u>	<u>161,979</u>
Totals	<u>\$356,882</u>	<u>\$6,928</u>	<u>\$(979)</u>	<u>\$362,831</u>

Proceeds from sales of fixed maturities during 2002, 2001 and 2000 were \$367,213, \$386,816 and \$302,632, respectively. Proceeds from maturities during 2002, 2001 and 2000 were \$50, \$4,000 and \$1,104, respectively.

The cost, gross unrealized gains/losses and fair value of investments in equity securities at December 31 are shown below:

	<u>Cost</u>	Gross Unrealized <u>Gains</u>	Gross Unrealized <u>Losses</u>	Fair <u>Value</u>
2002	\$ 52,017	\$ 136	\$ (384)	\$ 51,769
2001	\$ 49,886	\$ 122	\$ (4,925)	\$ 45,083

Net realized investment gains (losses), determined on a specific identification basis, were as follows for the years ended December 31:

	<u>2002</u>	<u>2001</u>	<u>2000</u>
Fixed maturities:			
Gross gains	\$ 8,213	\$ 8,849	\$ 1,002
Gross losses	(4,468)	(4,387)	(3,450)
Investment in equity securities:			
Gross gains	90	658	1,913
Gross losses	<u>(13,451)</u>	<u>(4,192)</u>	<u>(153)</u>
Totals	<u>\$ (9,616)</u>	<u>\$ 928</u>	<u>\$ (688)</u>

During 2002, the Company determined that certain amounts of its investment in equity securities were other than temporarily impaired and, accordingly, recorded a loss of \$3,769.

As of December 31, 2002, the Company did not own any investments in fixed maturity securities whose carrying value exceeded 10% of the Company's equity.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**3. INVESTMENTS (continued)**

As of December 31, 2002, the following fixed maturities were restricted in compliance with regulatory requirements:

<u>Security</u>	<u>Fair Value</u>
U.S. Treasury Note, 6.25%, February 2003	\$4,345
U.S. Treasury Note, 3.00%, November 2003	183
Puerto Rico Commonwealth, 4.60%, July 2004	210
Puerto Rico Commonwealth, 4.875%, July 2023	52

**4. FAIR VALUES OF FINANCIAL INSTRUMENTS**

The methods and assumptions used to determine the fair value of financial instruments are as follows:

Fair values of fixed maturities with active markets are based on quoted market prices. For fixed maturities that trade in less active markets, fair values are obtained from an independent pricing service.

Fair values of equity securities are based on quoted market prices.

The fair value of derivative instruments is determined based on the current value of the underlying index.

The carrying value of cash and cash equivalents (cost) approximates fair value due to the short-term nature of these investments.

The carrying value of policy loans approximates fair value.

Fair value of future fees payable to ASI are determined on a discounted cash flow basis, using best estimate assumptions of lapses, mortality, free withdrawals and a long-term fund growth rate of 8% on the Company's assets under management.

The carrying value of short-term borrowings (cost) approximates fair value due to the short-term nature of these liabilities.

Fair value of surplus notes are determined based on a discounted cash flow basis with a projected payment of principal and all accrued interest at the maturity date (see Note 14 for payment restrictions).

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**4. FAIR VALUES OF FINANCIAL INSTRUMENTS (continued)**

The fair values and carrying values of financial instruments at December 31, 2002 and 2001 are as follows:

	<u>December 31, 2002</u>		<u>December 31, 2001</u>	
	Fair Value	Carrying Value	Fair Value	Carrying Value
<u>Assets</u>				
Fixed Maturities	\$398,601	\$398,601	\$362,831	\$362,831
Equity Securities	51,769	51,769	45,083	45,083
Derivative Instruments	10,370	10,370	5,525	5,525
Policy Loans	7,559	7,559	6,559	6,559
<u>Liabilities</u>				
Future Fees Payable to ASI	429,773	708,249	546,357	799,472
Short-term Borrowing	10,000	10,000	10,000	10,000
Surplus Notes and accrued interest of \$29,230 and \$25,829 in 2002 and 2001, respectively	140,777	139,230	174,454	169,829

**5. NET INVESTMENT INCOME**

The sources of net investment income for the years ended December 31 were as follows:

	<u>2002</u>	<u>2001</u>	<u>2000</u>
Fixed maturities	\$ 18,015	\$ 18,788	\$ 13,502
Cash and cash equivalents	1,116	909	5,209
Equity securities	809	622	99
Policy loans	403	244	97
Total investment income	20,343	20,563	18,907
Investment expenses	(711)	(437)	(312)
Net investment income	<u>\$19,632</u>	<u>\$ 20,126</u>	<u>\$ 18,595</u>

**6. INCOME TAXES**

The significant components of income tax expense for the years ended December 31 were as follows:

	<u>2002</u>	<u>2001</u>	<u>2000</u>
Current tax benefit	\$ (3,739)	\$ (39,047)	\$ (29,244)
Deferred tax expense, excluding operating loss carryforwards	35,915	60,587	60,023
Deferred tax benefit for operating and capital loss carryforwards	(134,986)	(14,372)	-
Total income tax (benefit) expense	<u>\$ (102,810)</u>	<u>\$ 7,168</u>	<u>\$ 30,779</u>

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**6. INCOME TAXES (continued)**

Deferred tax assets (liabilities) include the following at December 31:

	<u>2002</u>	<u>2001</u>
Deferred tax assets:		
GAAP to tax reserve differences	\$ 165,348	\$ 241,503
Future fees payable to ASI	21,475	63,240
Deferred compensation	20,603	20,520
Net operating loss carry forward	147,360	14,372
Other	<u>6,530</u>	<u>17,276</u>
Total deferred tax assets	<u>361,316</u>	<u>356,911</u>
Deferred tax liabilities:		
Deferred acquisition costs, net	(312,933)	(404,758)
Net unrealized gains on fixed maturity securities	(6,713)	(2,082)
Other	<u>(3,464)</u>	<u>(5,051)</u>
Total deferred tax liabilities	<u>(323,110)</u>	<u>(411,891)</u>
Net deferred tax asset (liability)	<u>\$ 38,206</u>	<u>\$ (54,980)</u>

In accordance with SFAS 109, the Company has performed an analysis of its deferred tax assets to assess recoverability. Looking at a variety of items, most notably, the timing of the reversal of temporary items and future taxable income projections, the Company determined that no valuation allowance is needed.

The income tax (benefit) expense was different from the amount computed by applying the federal statutory tax rate of 35% to pre-tax income from continuing operations as follows:

	<u>2002</u>	<u>2001</u>	<u>2000</u>
(Loss) income before taxes			
Domestic	\$ (265,361)	\$ 42,886	\$ 98,136
Foreign	<u>(2,706)</u>	<u>(2,619)</u>	<u>(2,540)</u>
Total	(268,067)	40,267	95,596
Income tax rate	<u>35%</u>	<u>35%</u>	<u>35%</u>
Tax (benefit) expense at federal statutory income tax rate	(93,823)	14,093	33,459
Tax effect of:			
Dividend received deduction	(12,250)	(8,400)	(7,350)
Losses of foreign subsidiary	947	917	889
Meals and entertainment	603	603	841
State income taxes	-	(62)	(524)
Federal provision to return differences	709	(177)	3,235
Other	<u>1,004</u>	<u>194</u>	<u>229</u>
Income tax (benefit) expense	<u>\$ (102,810)</u>	<u>\$ 7,168</u>	<u>\$ 30,779</u>

The Company's net operating loss carry forwards, totaling approximately \$421,029 (pre-tax) at December 31, 2002, will expire in 2016 and 2017.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**7. COST ALLOCATION AGREEMENTS WITH AFFILIATES**

Certain operating costs (including rental of office space, furniture, and equipment) have been charged to the Company at cost by American Skandia Information Services and Technology Corporation (“ASIST”), an affiliated company. ASLAC signed a written service agreement with ASIST for these services executed and approved by the Connecticut Insurance Department in 1995. This agreement automatically continues in effect from year to year and may be terminated by either party upon 30 days written notice. The Company has also paid and charged operating costs to several of its affiliates. The total cost to the Company for these items was \$8,177, \$6,179 and \$13,974 in 2002, 2001 and 2000, respectively. Income received for these items was approximately \$13,052, \$13,166 and \$11,186 in 2002, 2001 and 2000, respectively.

Allocated depreciation expense was \$7,440, \$8,764 and \$9,073 in 2002, 2001 and 2000, respectively. Allocated lease expense was \$5,808, \$6,517 and \$5,606 in 2002, 2001 and 2000, respectively. Allocated sub-lease rental income, recorded as a reduction to lease expense, was \$738, \$30 and \$0 in 2002, 2001 and 2000, respectively. Assuming that the written service agreement between ASLAC and ASIST continues indefinitely, ASLAC’s allocated future minimum lease payments and sub-lease receipts per year and in aggregate as of December 31, 2002 are as follows:

	<u>Lease</u>	<u>Sub-Lease</u>
2003	\$ 4,847	\$ 1,616
2004	5,275	1,773
2005	5,351	1,864
2006	5,328	1,940
2007	5,215	1,788
2008 and thereafter	<u>19,629</u>	<u>7,380</u>
Total	<u>\$ 45,645</u>	<u>\$ 16,361</u>

Beginning in 1999, the Company was reimbursed by ASM for certain distribution related costs associated with the sales of business through an investment firm where ASM serves as an introducing broker dealer. Under this agreement, the expenses reimbursed were \$8,255, \$6,610 and \$6,064 in 2002, 2001 and 2000, respectively. As of December 31, 2002 and 2001, amounts receivable under this agreement were approximately \$458 and \$639, respectively.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**8. FUTURE FEES PAYABLE TO ASI**

In a series of transactions with ASI, the Company transferred certain rights to receive a portion of future fees and contract charges expected to be realized on designated blocks of deferred annuity contracts.

The proceeds from the transfers have been recorded as a liability and are being amortized over the remaining surrender charge period of the designated contracts using the interest method. The Company did not transfer the right to receive future fees and charges after the expiration of the surrender charge period.

In connection with these transactions, ASI, through special purpose trusts, issued collateralized notes in private placements, which are secured by the rights to receive future fees and charges purchased from the Company.

Under the terms of the securitization purchase agreements, the rights transferred provide for ASI to receive a percentage (60%, 80% or 100% depending on the underlying commission option) of future mortality and expense charges and contingent deferred sales charges, after reinsurance, expected to be realized over the remaining surrender charge period of the designated contracts (generally 6 to 8 years). The liability for future fees payable to ASI at the balance sheet date is based on the consideration received less principal repayments according to amortization schedules that were developed at the inception of the transactions. If actual mortality and expense charges and contingent deferred sales charges are less than those projected in the original amortization schedules, calculated on a transaction by transaction basis, ASI has no recourse against the Company. As account values associated with the designated contracts have declined, consistent with the overall decline in the equity markets, current mortality and expense charges have been lower than expected on certain transactions and it is likely that future mortality and expense charges, on those same transactions, will be lower than originally projected. As a result, the ultimate cash flows associated with these transactions that will transfer to ASI may be lower than the current carrying amount of the liability (see Note 4).

On April 12, 2002, the Company entered into a new securitization purchase agreement with ASI. This transaction covers designated blocks of business issued from November 1, 2000 through December 31, 2001. The estimated present value of the transaction at April 12, 2002, using a discount rate of 6.00%, was \$101,713.

Payments, representing fees and charges in the aggregate amount, of \$186,810, \$207,731 and \$219,523 were made by the Company to ASI in 2002, 2001 and 2000, respectively. Related interest expense of \$828, \$59,873 and \$70,667 has been included in the consolidated statements of income for 2002, 2001 and 2000, respectively.

The Commissioner of the State of Connecticut has approved the transfer of future fees and charges; however, in the event that the Company becomes subject to an order of liquidation or rehabilitation, the Commissioner has the ability to restrict the payments due to ASI, into a restricted account, under the Purchase Agreement subject to certain terms and conditions.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**8. FUTURE FEES PAYABLE TO ASI (continued)**

The present values of the transactions as of the respective effective date were as follows:

<u>Transaction</u>	<u>Closing Date</u>	<u>Effective Date</u>	<u>Contract Issue Period</u>	<u>Discount Rate</u>	<u>Present Value</u>
1996-1	12/17/96	9/1/96	1/1/94 – 6/30/96	7.5%	\$50,221
1997-1	7/23/97	6/1/97	3/1/96 – 4/30/97	7.5%	58,767
1997-2	12/30/97	12/1/97	5/1/95 – 12/31/96	7.5%	77,552
1997-3	12/30/97	12/1/97	5/1/96 – 10/31/97	7.5%	58,193
1998-1	6/30/98	6/1/98	1/1/97 – 5/31/98	7.5%	61,180
1998-2	11/10/98	10/1/98	5/1/97 – 8/31/98	7.0%	68,573
1998-3	12/30/98	12/1/98	7/1/96 – 10/31/98	7.0%	40,128
1999-1	6/23/99	6/1/99	4/1/94 – 4/30/99	7.5%	120,632
1999-2	12/14/99	10/1/99	11/1/98 – 7/31/99	7.5%	145,078
2000-1	3/22/00	2/1/00	8/1/99 – 1/31/00	7.5%	169,459
2000-2	7/18/00	6/1/00	2/1/00 – 4/30/00	7.25%	92,399
2000-3	12/28/00	12/1/00	5/1/00 – 10/31/00	7.25%	107,291
2000-4	12/28/00	12/1/00	1/1/98 – 10/31/00	7.25%	107,139
2002-1	4/12/02	3/1/02	11/1/00 – 12/31/01	6.00%	101,713

Payments of future fees payable to ASI according to original amortization schedules, as of December 31, 2002 are as follows:

<u>Year</u>	<u>Amount</u>
2003	\$ 186,854
2004	171,093
2005	147,902
2006	117,761
2007	66,270
2008	<u>18,369</u>
Total	<u>\$ 708,249</u>

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**9. LEASES**

The Company entered into an eleven year lease agreement for office space in Westminster, Colorado, effective January 1, 2001. Lease expense for 2002 and 2001 was \$2,583 and \$1,602, respectively. Sub-lease rental income was \$227 in 2002 and \$0 in 2001. Future minimum lease payments and sub-lease receipts per year and in aggregate as of December 31, 2002 are as follows:

	<u>Lease</u>	<u>Sub-Lease</u>
2003	\$ 1,913	\$ 426
2004	1,982	455
2005	2,050	500
2006	2,050	533
2007	2,050	222
2008 and thereafter	<u>8,789</u>	<u>0</u>
Total	<u>\$ 18,834</u>	<u>\$ 2,136</u>

**10. RETAINED EARNINGS AND DIVIDEND RESTRICTIONS**

Statutory basis shareholder's equity was \$279,957 and \$226,780 at December 31, 2002 and 2001, respectively.

The Company incurred statutory basis net losses in 2002 of \$192,474 due primarily to significant declines in the equity markets, increasing GMDB reserves calculated on a statutory basis. Statutory basis net losses for 2001 were \$121,957, as compared to income of \$11,550 in 2000.

Under various state insurance laws, the maximum amount of dividends that can be paid to shareholders without prior approval of the state insurance department is subject to restrictions relating to statutory surplus and net gain from operations. For 2003, no amounts may be distributed without prior approval.

**11. STATUTORY ACCOUNTING PRACTICES**

The Company prepares its statutory basis financial statements in accordance with accounting practices prescribed by the State of Connecticut Insurance Department. Prescribed statutory accounting practices include publications of the National Association of Insurance Commissioners (NAIC), as well as state laws, regulations and general administrative rules.

The NAIC adopted the Codification of Statutory Accounting Principles (Codification) in March 1998. The effective date for codification was January 1, 2001. The Company's state of domicile, Connecticut, has adopted codification and the Company has made the necessary changes in its statutory accounting and reporting required for implementation. The overall impact of adopting codification in 2001 was a one-time, cumulative change in accounting benefit recorded directly in statutory surplus of \$12,047.

In addition, during 2001, based on a recommendation from the State of Connecticut Insurance Department, the Company changed its statutory method of accounting for its

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**11. STATUTORY ACCOUNTING PRACTICES (continued)**

liability associated with securitized variable annuity fees. Under the new method of accounting, the liability for securitized fees is established consistent with the method of accounting for the liability associated with variable annuity fees ceded under reinsurance contracts. This equates to the statutory liability at any valuation date being equal to the Commissioners Annuity Reserve Valuation Method (CARVM) offset related to the securitized contracts. The impact of this change in accounting, representing the difference in the liability calculated under the old method versus the new method as of January 1, 2001, was reported as a cumulative effect of change in accounting benefit recorded directly in statutory surplus of approximately \$20,215.

In 2001, the Company, in agreement with the Connecticut Insurance Department, changed its reserving methodology to recognize free partial withdrawals and to reserve on a "continuous" rather than "curtate" basis. The impact of these changes, representing the difference in reserves calculated under the new methods versus the old methods, was recorded directly to surplus as changes in reserves on account of valuation basis. This resulted in an increase to the unassigned deficit of approximately \$40,511.

Effective January 1, 2002, the Company adopted Statement of Statutory Accounting Principles No. 82, "Accounting for the Costs of Computer Software Developed or Obtained for Internal Use and Web Site Development Costs" ("SSAP 82"). SSAP 82 requires the capitalization of certain costs incurred in connection with developing or obtaining internal use software. Prior to the adoption of SSAP 82, the Company expensed all internal use software related costs as incurred. The Company has identified and capitalized \$5,935 of costs associated with internal use software as of January 1, 2002 and is amortizing the applicable costs on a straight-line basis over a three year period. The costs capitalized as of January 1, 2002 resulted in a direct increase to surplus. Amortization expense for the year ended December 31, 2002 was \$757.

**12. EMPLOYEE BENEFITS**

The Company has a 401(k) plan for which substantially all employees are eligible. Under this plan, the Company provides a 50% match on employees' contributions up to 6% of an employee's salary (for an aggregate match of up to 3% of the employee's salary). Additionally, the Company may contribute additional amounts based on profitability of the Company and certain of its affiliates. Expenses related to this program in 2002, 2001 and 2000 were \$719, \$2,738 and \$3,734, respectively. Company contributions to this plan on behalf of the participants were \$921, \$2,549 and \$4,255 in 2002, 2001 and 2000, respectively.

The Company has a deferred compensation plan, which is available to the field marketing staff and certain other employees. Expenses related to this program in 2002, 2001 and 2000 were \$3,522, \$1,615 and \$1,030, respectively. Company contributions to this plan on behalf of the participants were \$5,271, \$1,678 and \$2,134 in 2002, 2001 and 2000, respectively.

The Company and certain affiliates cooperatively have a long-term incentive program under which units are awarded to executive officers and other personnel. The Company and certain affiliates also have a profit sharing program, which benefits all employees

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**12. EMPLOYEE BENEFITS (continued)**

below the officer level. These programs consist of multiple plans with new plans instituted each year. Generally, participants must remain employed by the Company or its affiliates at the time such units are payable in order to receive any payments under the programs. The accrued liability representing the value of these units was \$7,083 and \$13,645 as of December 31, 2002 and 2001, respectively. Expenses (income) related to these programs in 2002, 2001 and 2000, were \$1,471, (\$9,842) and \$2,692, respectively. Payments under these programs were \$8,033, \$8,377 and \$13,697 in 2002, 2001 and 2000, respectively.

**13. FINANCIAL REINSURANCE**

The Company cedes insurance to other insurers in order to fund the cash strain generated from commission costs on current sales and to limit its risk exposure. The Company uses modified coinsurance reinsurance arrangements whereby the reinsurer shares in the experience of a specified book of business. These reinsurance transactions result in the Company receiving from the reinsurer an upfront ceding commission on the book of business ceded in exchange for the reinsurer receiving in the future, the future fees generated from that book of business. Such transfer does not relieve the Company of its primary liability and, as such, failure of reinsurers to honor their obligation could result in losses to the Company. The Company reduces this risk by evaluating the financial condition and credit worthiness of reinsurers.

The effect of reinsurance for the 2002, 2001 and 2000 was as follows:

<u>2002</u>	<u>Gross</u>	<u>Ceded</u>	<u>Net</u>
Annuity and life insurance charges and fees	\$ 406,272	\$ (36,268)	\$ 370,004
Return credited to contract owners	\$ 5,221	\$ (25)	\$ 5,196
Underwriting, acquisition and other insurance expenses (deferral of acquisition costs)	\$ 154,588	\$ 34,140	\$ 188,728
Amortization of deferred acquisition costs	\$ 542,945	\$ (32,886)	\$ 510,059
<u>2001</u>			
Annuity and life insurance charges and fees	\$ 430,914	\$ (42,218)	\$ 388,696
Return credited to contract owners	\$ 5,704	\$ 92	\$ 5,796
Underwriting, acquisition and other insurance expenses (deferral of acquisition costs)	\$ 163,677	\$ 33,078	\$ 196,755
Amortization of deferred acquisition costs	\$ 231,290	\$ (7,243)	\$ 224,047
<u>2000</u>			
Annuity and life insurance charges and fees	\$ 473,318	\$ (48,740)	\$ 424,578
Return credited to contract owners	\$ 8,540	\$ (77)	\$ 8,463
Underwriting, acquisition and other insurance expenses (deferral of acquisition costs)	\$ 108,399	\$ 42,198	\$ 150,597
Amortization of deferred acquisition costs	\$ 205,174	\$ (20,558)	\$ 184,616

In December 2000, the Company entered into a modified coinsurance agreement with SICL covering certain contracts issued since January 1996. The impact of this treaty to the

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**13. FINANCIAL REINSURANCE (continued)**

Company was pre-tax (loss) income of (\$4,137), \$8,394 and \$23,341 in 2002, 2001 and 2000, respectively. At December 31, 2002 and 2001, \$675 and \$1,137, respectively, was receivable from SICL under this agreement.

**14. SURPLUS NOTES**

The Company has issued surplus notes to ASI in exchange for cash. Surplus notes outstanding as of December 31, 2002 and 2001, and interest expense for 2002, 2001 and 2000 were as follows:

Note Issue Date	Interest Rate	Liability as of December 31,		Interest Expense For the Years		
		2002	2001	2002	2001	2000
February 18, 1994	7.28%	-	-	-	-	732
March 28, 1994	7.90%	-	-	-	-	794
September 30, 1994	9.13%	-	-	-	1,282	1,392
December 19, 1995	7.52%	-	10,000	520	763	765
December 20, 1995	7.49%	-	15,000	777	1,139	1,142
December 22, 1995	7.47%	-	9,000	465	682	684
June 28, 1996	8.41%	40,000	40,000	3,411	3,411	3,420
December 30, 1996	8.03%	70,000	70,000	5,699	5,699	5,715
Total		\$110,000	\$144,000	\$10,872	\$12,976	\$14,644

On September 6, 2002, surplus notes for \$10,000, dated December 19, 1995, \$15,000, dated December 20, 1995, and \$9,000, dated December 22, 1995, were repaid. On December 3, 2001, a surplus note, dated September 30, 1994, for \$15,000 was repaid. On December 27, 2000, surplus notes for \$10,000, dated February 18, 1994, and \$10,000, dated March 28, 1994, were repaid. All surplus notes mature seven years from the issue date.

Payment of interest and repayment of principal for these notes is subject to certain conditions and require approval by the Insurance Commissioner of the State of Connecticut. At December 31, 2002 and 2001, \$29,230 and \$25,829, respectively, of accrued interest on surplus notes was not permitted for payment under these criteria.

**15. SHORT-TERM BORROWING**

The Company had a \$10,000 short-term loan payable to ASI at December 31, 2002 and 2001 as part of a revolving loan agreement. The loan had an interest rate of 1.97% and matured on January 13, 2003. The loan was subsequently rolled over with a new interest rate of 1.82% and a new maturity date of March 13, 2003. The loan was further extended to April 30, 2003 and a new interest rate of 1.71%. The total related interest expense to the Company was \$271, \$522 and \$687 in 2002, 2001 and 2000, respectively. Accrued interest payable was \$10 and \$113 as of December 31, 2002 and 2001, respectively.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**15. SHORT-TERM BORROWING (continued)**

On January 3, 2002, the Company entered into a \$150,000 credit facility with ASI. This credit facility terminates on December 31, 2005 and bears interest at the offered rate in the London interbank market (LIBOR) plus 0.35 percent per annum for the relevant interest period. Interest expense related to these borrowings was \$2,243 for the year ended December 31, 2002. As of December 31, 2002, no amount was outstanding under this credit facility.

**16. CONTRACT WITHDRAWAL PROVISIONS**

Approximately 99% of the Company's separate account liabilities are subject to discretionary withdrawal by contract owners at market value or with market value adjustment. Separate account assets, which are carried at fair value, are adequate to pay such withdrawals, which are generally subject to surrender charges ranging from 10% to 1% for contracts held less than 10 years.

**17. RESTRUCTURING CHARGES**

On March 22, 2001 and December 3, 2001, the Company announced separate plans to reduce expenses to better align its operating infrastructure with the current investment market environment. As part of the two plans, the Company's workforce was reduced by approximately 140 positions and 115 positions, respectively, affecting substantially all areas of the Company. Estimated pre-tax severance benefits of \$8,500 have been charged against 2001 operations related to these reductions. These charges have been reported in the Consolidated Statements of Income as a component of Underwriting, Acquisition and Other Insurance Expenses. As of December 31, 2002 and 2001, the remaining restructuring liability, relating primarily to the December 3, 2001 plan, was \$12 and \$4,104, respectively.

**18. COMMITMENTS AND CONTINGENT LIABILITIES**

In recent years, a number of annuity companies have been named as defendants in class action lawsuits relating to the use of variable annuities as funding vehicles for tax-qualified retirement accounts. The Company is currently a defendant in one such lawsuit. A purported class action complaint was filed in the United States District Court for the Southern District of New York on December 12, 2002, by Diane C. Donovan against the Company and certain of its affiliates (the "Donovan Complaint"). The Donovan Complaint seeks unspecified compensatory damages and injunctive relief from the Company and certain of its affiliates. The Donovan Complaint claims that the Company and certain of its affiliates violated federal securities laws in marketing variable annuities. This litigation is in the preliminary stages. The Company believes this action is without merit, and intends to vigorously defend against this action.

The Company is also involved in other lawsuits arising, for the most part, in the ordinary course of its business operations. While the outcome of these other lawsuits cannot be determined at this time, after consideration of the defenses available to the Company, applicable insurance coverage and any related reserves established, these other lawsuits are not expected to result in liability for amounts material to the financial condition of the Company, although it may adversely affect results of operations in future periods.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**18. COMMITMENTS AND CONTINGENT LIABILITIES (continued)**

As discussed previously, on December 19, 2002, SICL entered into a definitive purchase agreement (the "Purchase Agreement") to sell its ownership interest in the Company and certain affiliates to Prudential Financial for approximately \$1.265 billion. The closing of this transaction, which is conditioned upon certain customary regulatory and other approvals and conditions, is expected in the second quarter of 2003.

The purchase price that was agreed to between SICL and Prudential Financial was based on a September 30, 2002 valuation of the Company and certain affiliates. As a result, assuming the transaction closes, the economics of the Company's business from September 30, 2002 forward will inure to the benefit or detriment of Prudential Financial. Included in the Purchase Agreement, SICL has agreed to indemnify Prudential Financial for certain liabilities that may arise relating to periods prior to September 30, 2002. These liabilities generally include market conduct activities, as well as contract and regulatory compliance (referred to as "Covered Liabilities").

Related to the indemnification provisions contained in the Purchase Agreement, SICL has signed, for the benefit of the Company, an indemnity letter, effective December 19, 2002, to make the Company whole for certain Covered Liabilities that come to fruition during the period beginning December 19, 2002 and ending with the close of the transaction. This indemnification effectively transfers the risk associated with those Covered Liabilities from the Company to SICL concurrent with the signing of the definitive purchase agreement rather than waiting until the transaction closes.

**19. SEGMENT REPORTING**

Assets under management and sales for products other than variable annuities have not been significant enough to warrant full segment disclosures as required by SFAS 131, "Disclosures about Segments of an Enterprise and Related Information," and the Company does not anticipate that they will be so in the future due to changes in the Company's strategy to focus on its core variable annuity business.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**20. QUARTERLY FINANCIAL DATA (UNAUDITED)**

The following table summarizes information with respect to the operations of the Company on a quarterly basis:

2002	Three Months Ended			
	March 31	June 30	Sept. 30	Dec. 31
Premiums and other insurance revenues*	\$ 118,797	\$ 126,614	\$ 115,931	\$ 108,488
Net investment income	4,965	4,714	5,128	4,825
Net realized capital losses	<u>(1,840)</u>	<u>(1,584)</u>	<u>(2,327)</u>	<u>(3,863)</u>
Total revenues	121,922	129,744	118,732	109,450
Benefits and expenses*	<u>112,759</u>	<u>160,721</u>	<u>323,529</u>	<u>150,906</u>
Pre-tax net income (loss)	9,163	(30,977)	(204,797)	(41,456)
Income tax expense (benefit)	<u>1,703</u>	<u>(11,746)</u>	<u>(72,754)</u>	<u>(20,013)</u>
Net income (loss)	<u>\$ 7,460</u>	<u>\$ (19,231)</u>	<u>\$ (132,043)</u>	<u>\$ (21,443)</u>

\* For the quarters ended March 31, 2002 and June 30, 2002, the Company had overstated premiums ceded in revenues. The above presentation reflects an equal and offsetting reclassification of these amounts to benefits and expenses with no net income impact.

2001	Three Months Ended			
	March 31	June 30	Sept. 30	Dec. 31
Premiums and other insurance revenues***	\$ 130,885	\$ 128,465	\$ 122,708	\$ 119,604
Net investment income**	5,381	4,997	5,006	4,742
Net realized capital gains (losses)	<u>1,902</u>	<u>373</u>	<u>376</u>	<u>(1,723)</u>
Total revenues	138,168	133,835	128,090	122,623
Benefits and expenses** ***	<u>122,729</u>	<u>110,444</u>	<u>123,307</u>	<u>125,969</u>
Pre-tax net income (loss)	15,439	23,391	4,783	(3,346)
Income tax expense (benefit)	<u>4,034</u>	<u>7,451</u>	<u>(480)</u>	<u>(3,837)</u>
Net income	<u>\$ 11,405</u>	<u>\$ 15,940</u>	<u>\$ 5,263</u>	<u>\$ 491</u>

\*\* For the quarters ended March 31, 2001, June 30, 2001 and September 30, 2001, the Company had reported investment performance associated with its derivatives as net investment income. The above presentation reflects a reclassification of these amounts to benefits and expenses.

\*\*\* For the quarters ended September 30, 2001 and December 31, 2001, the Company had overstated premiums ceded in revenues. The above presentation reflects an equal and offsetting reclassification of these amounts to benefits and expenses with no net income impact.

**AMERICAN SKANDIA LIFE ASSURANCE CORPORATION**  
**(an indirect wholly-owned subsidiary of Skandia Insurance Company Ltd.)**

**Notes to Consolidated Financial Statements (continued)**

**20. QUARTERLY FINANCIAL DATA (UNAUDITED) (continued)**

2000	Three Months Ended			
	<u>March 31</u>	<u>June 30</u>	<u>Sept. 30</u>	<u>Dec. 31</u>
Premiums and other insurance revenues	\$ 137,040	\$ 139,346	\$ 147,819	\$ 135,866
Net investment income****	4,343	4,625	4,619	5,008
Net realized capital gains (losses)	729	(1,436)	(858)	877
Total revenues	142,112	142,535	151,580	141,751
Benefits and expenses****	107,893	122,382	137,843	114,264
Pre-tax net income	34,219	20,153	13,737	27,487
Income tax expense	10,038	5,225	3,167	12,349
Net income	<u>\$ 24,181</u>	<u>\$ 14,928</u>	<u>\$ 10,570</u>	<u>\$ 15,138</u>

\*\*\*\*For the quarters ended March 31, 2000, June 30, 2000, September 30, 2000 and December 31, 2000, the Company had reported investment performance associated with its derivatives as net investment income. The above presentation reflects a reclassification of these amounts to benefits and expenses.

Contract described herein is no longer available for sale.

## APPENDIX B – CONDENSED FINANCIAL INFORMATION ABOUT SEPARATE ACCOUNT B

Separate Account B consists of multiple Sub-accounts. Each Sub-account invests only in a single mutual fund or mutual fund portfolio. All or some of these Sub-accounts are available as investment options for other variable annuities we offer pursuant to different prospectuses.

**Unit Prices And Numbers Of Units:** The following table shows: (a) the Unit Price, as of the dates shown, for Units in each of the Sub-accounts of Separate Account B that are being offered pursuant to this Prospectus; and (b) the number of Units outstanding for each such Sub-account as of the dates shown. The year in which operations commenced in each such Sub-account is noted in parentheses. To the extent a Sub-account commenced operations during a particular calendar year, the Unit Price as of the end of the period reflects only the partial year results from the commencement of operations until December 31<sup>st</sup> of the applicable year. The portfolios in which a particular Sub-account invests may or may not have commenced operations prior to the date such Sub-account commenced operations. The initial offering price for each Sub-account was \$10.00. Unit Prices and Units are provided for Sub-accounts that commenced operations prior to January 1, 2003.

**Beginning November 18, 2002, multiple Unit Prices will be calculated for each Sub-account of Separate Account B to reflect the daily charge deducted for each combination of the applicable Insurance Charge, Distribution Charge (when applicable) and the charge for each optional benefit offered under this Annuity. The Unit Prices below reflect the daily charges for each optional benefit offered between November 18, 2002 and December 31, 2002 only.**

Sub-account	Year Ended December 31,									
	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST Strong International Equity <sup>1</sup> (1989)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$19.53	24.28	31.88	43.99	27.18	22.95	19.70	18.23	16.80	16.60
Number of Units	14,140,023	17,388,860	19,112,622	16,903,883	17,748,560	17,534,233	17,220,688	14,393,137	14,043,215	9,063,464
<i>With One Optional Benefit</i>										
Unit Price	\$8.56	-	-	-	-	-	-	-	-	-
Number of Units	2,569,506	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Value	\$9.95	-	-	-	-	-	-	-	-	-
Number of Units	90,759	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.95	-	-	-	-	-	-	-	-	-
Number of Units	6,047	-	-	-	-	-	-	-	-	-
<b>AST William Blair International Growth <sup>2</sup> (1997)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$9.92	13.54	17.96	24.16	13.41	11.70	-	-	-	-
Number of Units	29,062,215	40,507,419	57,327,711	61,117,418	43,711,763	21,405,891	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.72	-	-	-	-	-	-	-	-	-
Number of Units	835,523	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.72	-	-	-	-	-	-	-	-	-
Number of Units	78,368	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.71	-	-	-	-	-	-	-	-	-
Number of Units	5,178	-	-	-	-	-	-	-	-	-

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST American Century International Growth<sup>3</sup> (1997)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$10.20	12.85	17.92	21.66	13.30	11.35	-	-	-	-
Number of Units	31,813,722	37,487,425	17,007,352	6,855,601	5,670,336	2,857,188	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.52	-	-	-	-	-	-	-	-	-
Number of Units	2,252,674	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.69	-	-	-	-	-	-	-	-	-
Number of Units	116,123	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.69	-	-	-	-	-	-	-	-	-
Number of Units	1,896	-	-	-	-	-	-	-	-	-
<b>AST DeAM International Equity<sup>4</sup> (1994)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$8.81	10.77	16.12	23.45	12.54	11.46	11.39	10.23	-	-
Number of Units	10,185,535	13,627,264	16,245,805	8,818,599	9,207,623	9,988,104	9,922,698	2,601,283	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.19	-	-	-	-	-	-	-	-	-
Number of Units	269,995	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.79	-	-	-	-	-	-	-	-	-
Number of Units	22,770	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>AST MFS Global Equity (1999)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$7.74	8.94	10.08	11.01	-	-	-	-	-	-
Number of Units	5,878,055	5,806,567	2,803,013	116,756	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.04	-	-	-	-	-	-	-	-	-
Number of Units	969,509	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.87	-	-	-	-	-	-	-	-	-
Number of Units	32,306	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST PBHG Small-Cap Growth <sup>5</sup> (1994)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$12.83	19.84	21.51	42.08	17.64	17.28	16.54	13.97	10.69	-
Number of Units	17,093,250	23,048,821	25,535,093	32,134,969	15,003,001	14,662,728	12,282,211	6,076,373	2,575,105	-
<i>With One Optional Benefit</i>										
Unit Price	\$6.92	-	-	-	-	-	-	-	-	-
Number of Units	1,970,250	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.48	-	-	-	-	-	-	-	-	-
Number of Units	47,261	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.47	-	-	-	-	-	-	-	-	-
Number of Units	6,595	-	-	-	-	-	-	-	-	-
<b>AST DeAM Small-Cap Growth <sup>6</sup> (1999)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$6.13	8.46	11.98	15.37	-	-	-	-	-	-
Number of Units	44,042,514	60,703,791	63,621,279	53,349,003	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$7.67	-	-	-	-	-	-	-	-	-
Number of Units	639,695	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.71	-	-	-	-	-	-	-	-	-
Number of Units	12,122	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.71	-	-	-	-	-	-	-	-	-
Number of Units	1,728	-	-	-	-	-	-	-	-	-
<b>AST Federated Aggressive Growth (2000)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$4.96	7.10	9.08	-	-	-	-	-	-	-
Number of Units	5,188,521	6,499,066	196,575	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$7.64	-	-	-	-	-	-	-	-	-
Number of Units	1,255,415	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.86	-	-	-	-	-	-	-	-	-
Number of Units	63,097	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.86	-	-	-	-	-	-	-	-	-
Number of Units	4,107	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST Goldman Sachs Small-Cap Value <sup>7</sup> (1998)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$13.72	15.12	13.95	10.57	9.85	-	-	-	-	-
Number of Units	20,004,839	26,220,860	15,193,053	6,597,544	4,081,870	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.26	-	-	-	-	-	-	-	-	-
Number of Units	1,492,775	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.09	-	-	-	-	-	-	-	-	-
Number of Units	624	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>AST Gabelli Small-Cap Value <sup>8</sup> (1997)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$12.58	14.08	13.35	11.11	11.20	12.70	-	-	-	-
Number of Units	32,549,396	35,483,530	23,298,524	21,340,168	24,700,211	14,612,510	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.30	-	-	-	-	-	-	-	-	-
Number of Units	6,141,523	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.08	-	-	-	-	-	-	-	-	-
Number of Units	209,790	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.08	-	-	-	-	-	-	-	-	-
Number of Units	17,411	-	-	-	-	-	-	-	-	-
<b>AST DeAM Small-Cap Value <sup>9</sup> (2002)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$7.68	-	-	-	-	-	-	-	-	-
Number of Units	581,833	-	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$7.66	-	-	-	-	-	-	-	-	-
Number of Units	423,387	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.08	-	-	-	-	-	-	-	-	-
Number of Units	11,686	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.08	-	-	-	-	-	-	-	-	-
Number of Units	5,211	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

Year Ended December 31,

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST Goldman Sachs Mid-Cap Growth<sup>10</sup> (2000)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$2.78	3.88	6.58	-	-	-	-	-	-	-
Number of Units	16,748,577	17,045,776	9,426,102	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$7.97	-	-	-	-	-	-	-	-	-
Number of Units	1,273,118	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.87	-	-	-	-	-	-	-	-	-
Number of Units	66,279	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.87	-	-	-	-	-	-	-	-	-
Number of Units	2,488	-	-	-	-	-	-	-	-	-
<b>AST Neuberger Berman Mid-Cap Growth<sup>11</sup> (1994)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$12.86	18.95	25.90	28.58	19.15	16.10	13.99	12.20	9.94	-
Number of Units	19,674,777	25,717,164	26,517,850	13,460,525	13,389,289	11,293,799	9,563,858	3,658,836	301,267	-
<i>With One Optional Benefit</i>										
Unit Price	\$7.41	-	-	-	-	-	-	-	-	-
Number of Units	2,175,250	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.51	-	-	-	-	-	-	-	-	-
Number of Units	44,760	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.51	-	-	-	-	-	-	-	-	-
Number of Units	1,311	-	-	-	-	-	-	-	-	-
<b>AST Neuberger Berman Mid-Cap Value<sup>12</sup> (1993)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$17.78	20.16	21.09	16.78	16.10	16.72	13.41	12.20	9.81	10.69
Number of Units	37,524,187	47,298,313	44,558,699	37,864,586	16,410,121	11,745,440	9,062,152	8,642,186	7,177,232	5,390,887
<i>With One Optional Benefit</i>										
Unit Price	\$8.96	-	-	-	-	-	-	-	-	-
Number of Units	5,118,558	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.98	-	-	-	-	-	-	-	-	-
Number of Units	163,415	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.97	-	-	-	-	-	-	-	-	-
Number of Units	10,745	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST Alger All-Cap Growth (2000)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$3.51	5.54	6.74	-	-	-	-	-	-	-
Number of Units	85,441,507	125,442,916	28,229,631	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$6.80	-	-	-	-	-	-	-	-	-
Number of Units	658,419	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.36	-	-	-	-	-	-	-	-	-
Number of Units	6,409	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.36	-	-	-	-	-	-	-	-	-
Number of Units	3,466	-	-	-	-	-	-	-	-	-
<b>AST Gabelli All-Cap Value (2000)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$7.59	9.71	10.06	-	-	-	-	-	-	-
Number of Units	11,924,124	14,934,570	1,273,094	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.17	-	-	-	-	-	-	-	-	-
Number of Units	1,200,225	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.04	-	-	-	-	-	-	-	-	-
Number of Units	28,449	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.04	-	-	-	-	-	-	-	-	-
Number of Units	88	-	-	-	-	-	-	-	-	-
<b>AST T. Rowe Price Natural Resources (1995)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$18.36	19.71	19.86	15.88	12.57	14.46	14.19	11.01	-	-
Number of Units	5,891,582	6,565,088	6,520,983	6,201,327	5,697,453	7,550,076	6,061,852	808,605	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.59	-	-	-	-	-	-	-	-	-
Number of Units	724,670	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.44	-	-	-	-	-	-	-	-	-
Number of Units	7,378	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.44	-	-	-	-	-	-	-	-	-
Number of Units	5,472	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST Alliance Growth<sup>13</sup> (1996)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$9.94	14.61	17.38	20.44	15.48	12.33	10.89	-	-	-
Number of Units	21,295,907	29,478,257	25,796,792	17,059,819	19,009,242	18,736,994	4,324,161	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$7.46	-	-	-	-	-	-	-	-	-
Number of Units	1,869,353	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.34	-	-	-	-	-	-	-	-	-
Number of Units	31,105	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.34	-	-	-	-	-	-	-	-	-
Number of Units	3,975	-	-	-	-	-	-	-	-	-
<b>AST MFS Growth (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$5.68	8.02	10.38	11.27	-	-	-	-	-	-
Number of Units	85,193,279	117,716,242	7,515,486	409,467	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$7.58	-	-	-	-	-	-	-	-	-
Number of Units	2,930,432	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.47	-	-	-	-	-	-	-	-	-
Number of Units	134,574	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.46	-	-	-	-	-	-	-	-	-
Number of Units	2,437	-	-	-	-	-	-	-	-	-
<b>AST Marsico Capital Growth (1997)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$11.44	13.74	17.81	21.06	14.00	10.03	-	-	-	-
Number of Units	81,046,482	85,895,802	94,627,691	78,684,943	40,757,449	714,309	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$8.32	-	-	-	-	-	-	-	-	-
Number of Units	10,144,317	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.51	-	-	-	-	-	-	-	-	-
Number of Units	457,013	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.51	-	-	-	-	-	-	-	-	-
Number of Units	30,465	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

Year Ended December 31,

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST Goldman Sachs Concentrated Growth<sup>14</sup> (1992)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$19.17	27.71	41.14	60.44	39.54	23.83	18.79	14.85	10.91	11.59
Number of Units	56,016,467	84,116,221	99,250,773	94,850,623	80,631,598	62,486,302	46,779,164	28,662,737	22,354,170	13,603,637
<i>With One Optional Benefit</i>										
Unit Price	\$7.67	-	-	-	-	-	-	-	-	-
Number of Units	1,349,939	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.46	-	-	-	-	-	-	-	-	-
Number of Units	41,632	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>AST DeAm Large-Cap Growth<sup>9</sup> (2002)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$7.67	-	-	-	-	-	-	-	-	-
Number of Units	986,566	-	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$7.65	-	-	-	-	-	-	-	-	-
Number of Units	207,816	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.64	-	-	-	-	-	-	-	-	-
Number of Units	9,837	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.64	-	-	-	-	-	-	-	-	-
Number of Units	3,697	-	-	-	-	-	-	-	-	-
<b>AST DeAm Large-Cap Value<sup>15</sup> (2000)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$7.64	9.15	9.82	-	-	-	-	-	-	-
Number of Units	4,621,831	4,575,558	586,058	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.66	-	-	-	-	-	-	-	-	-
Number of Units	664,649	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.98	-	-	-	-	-	-	-	-	-
Number of Units	18,250	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.97	-	-	-	-	-	-	-	-	-
Number of Units	4,906	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST Alliance/Bernstein Growth + Value (2001)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$7.12	9.63	-	-	-	-	-	-	-	-
Number of Units	3,031,899	3,351,836	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$7.99	-	-	-	-	-	-	-	-	-
Number of Units	965,912	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.79	-	-	-	-	-	-	-	-	-
Number of Units	11,345	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.79	-	-	-	-	-	-	-	-	-
Number of Units	704	-	-	-	-	-	-	-	-	-
<b>AST AST Sanford Bernstein Core Value (2001)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$8.59	10.04	-	-	-	-	-	-	-	-
Number of Units	15,239,844	4,207,869	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.76	-	-	-	-	-	-	-	-	-
Number of Units	6,005,922	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.08	-	-	-	-	-	-	-	-	-
Number of Units	386,259	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.08	-	-	-	-	-	-	-	-	-
Number of Units	30,510	-	-	-	-	-	-	-	-	-
<b>AST Cohen &amp; Steers Realty (1998)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$10.67	10.54	10.39	8.35	8.28	-	-	-	-	-
Number of Units	14,017,528	12,268,426	11,891,188	6,224,365	3,771,461	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$10.08	-	-	-	-	-	-	-	-	-
Number of Units	1,563,486	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.33	-	-	-	-	-	-	-	-	-
Number of Units	41,098	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.32	-	-	-	-	-	-	-	-	-
Number of Units	6,429	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST Sanford Bernstein Managed Index 500<sup>16</sup> (1998)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$9.41	12.03	13.55	15.08	12.61	-	-	-	-	-
Number of Units	39,938,791	48,018,721	48,835,089	39,825,951	22,421,754	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$8.17	-	-	-	-	-	-	-	-	-
Number of Units	3,662,406	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.81	-	-	-	-	-	-	-	-	-
Number of Units	79,915	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.81	-	-	-	-	-	-	-	-	-
Number of Units	383	-	-	-	-	-	-	-	-	-
<b>AST American Century Income &amp; Growth<sup>17</sup> (1997)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$10.16	12.86	14.24	16.19	13.35	12.06	-	-	-	-
Number of Units	22,410,834	27,386,278	32,388,202	21,361,995	13,845,190	9,523,815	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$8.25	-	-	-	-	-	-	-	-	-
Number of Units	1,751,136	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.89	-	-	-	-	-	-	-	-	-
Number of Units	36,829	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.89	-	-	-	-	-	-	-	-	-
Number of Units	8,874	-	-	-	-	-	-	-	-	-
<b>AST Alliance Growth and Income<sup>18</sup> (1992)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$21.31	28.18	28.72	27.60	24.11	21.74	17.79	15.22	11.98	11.88
Number of Units	49,030,576	63,123,316	53,536,296	52,766,579	47,979,349	42,197,002	28,937,085	18,411,759	7,479,449	4,058,228
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$8.06	-	-	-	-	-	-	-	-	-
Number of Units	6,667,373	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.83	-	-	-	-	-	-	-	-	-
Number of Units	165,588	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.83	-	-	-	-	-	-	-	-	-
Number of Units	6,100	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST MFS Growth with Income (1999)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$6.68	8.64	10.36	10.49	-	-	-	-	-	-
Number of Units	11,173,177	11,896,688	6,937,627	741,323	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.09	-	-	-	-	-	-	-	-	-
Number of Units	1,053,007	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.71	-	-	-	-	-	-	-	-	-
Number of Units	17,242	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.71	-	-	-	-	-	-	-	-	-
Number of Units	538	-	-	-	-	-	-	-	-	-
<b>AST INVESCO Capital Income<sup>19</sup> (1994)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$16.14	19.84	22.01	21.31	19.34	17.31	14.23	12.33	9.61	-
Number of Units	37,055,825	48,595,962	50,171,495	46,660,160	40,994,187	33,420,274	23,592,226	13,883,712	6,633,333	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.34	-	-	-	-	-	-	-	-	-
Number of Units	2,110,071	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.90	-	-	-	-	-	-	-	-	-
Number of Units	30,714	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.90	-	-	-	-	-	-	-	-	-
Number of Units	5,934	-	-	-	-	-	-	-	-	-
<b>AST DeAM Global Allocation<sup>20</sup> (1993)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$14.50	17.39	19.98	21.19	17.78	15.98	13.70	12.49	10.34	10.47
Number of Units	18,212,529	26,641,422	30,290,413	23,102,272	22,634,344	22,109,373	20,691,852	20,163,848	13,986,604	8,743,758
<i>With One Optional Benefit</i>										
Unit Price	\$8.71	-	-	-	-	-	-	-	-	-
Number of Units	847,517	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.94	-	-	-	-	-	-	-	-	-
Number of Units	3,088	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.93	-	-	-	-	-	-	-	-	-
Number of Units	94	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST American Century Strategic Balanced (1997)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$12.01	13.50	14.23	14.90	13.37	11.18	-	-	-	-
Number of Units	12,683,097	14,369,895	14,498,180	13,944,535	6,714,065	2,560,866	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.14	-	-	-	-	-	-	-	-	-
Number of Units	1,126,058	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.97	-	-	-	-	-	-	-	-	-
Number of Units	15,835	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.97	-	-	-	-	-	-	-	-	-
Number of Units	2,760	-	-	-	-	-	-	-	-	-
<b>AST T. Rowe Price Asset Allocation (1994)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$16.13	18.15	19.33	19.70	18.12	15.53	13.30	11.92	9.80	-
Number of Units	15,466,227	17,579,107	19,704,198	22,002,028	18,469,315	13,524,781	8,863,840	4,868,956	2,320,063	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.09	-	-	-	-	-	-	-	-	-
Number of Units	921,329	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.96	-	-	-	-	-	-	-	-	-
Number of Units	21,928	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.96	-	-	-	-	-	-	-	-	-
Number of Units	150	-	-	-	-	-	-	-	-	-
<b>AST T. Rowe Price Global Bond <sup>21</sup> (1994)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$12.04	10.62	10.49	10.69	11.82	10.45	10.98	10.51	9.59	-
Number of Units	14,576,376	9,668,062	11,219,503	12,533,037	12,007,692	12,089,872	8,667,712	4,186,695	1,562,364	-
<i>With One Optional Benefit</i>										
Unit Price	\$11.34	-	-	-	-	-	-	-	-	-
Number of Units	1,739,313	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.31	-	-	-	-	-	-	-	-	-
Number of Units	36,822	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.31	-	-	-	-	-	-	-	-	-
Number of Units	3,700	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST Federated High Yield (1994)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$12.47	12.64	12.80	14.38	14.30	14.13	12.62	11.27	9.56	-
Number of Units	38,477,793	39,130,467	36,914,825	41,588,401	40,170,144	29,663,242	15,460,522	6,915,158	2,106,791	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.71	-	-	-	-	-	-	-	-	-
Number of Units	5,592,940	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.26	-	-	-	-	-	-	-	-	-
Number of Units	74,022	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.26	-	-	-	-	-	-	-	-	-
Number of Units	6,524	-	-	-	-	-	-	-	-	-
<b>AST Lord Abbett Bond-Debenture (2000)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$10.18	10.28	10.12	-	-	-	-	-	-	-
Number of Units	10,468,962	5,506,982	650,253	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.94	-	-	-	-	-	-	-	-	-
Number of Units	4,146,530	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.23	-	-	-	-	-	-	-	-	-
Number of Units	162,571	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.23	-	-	-	-	-	-	-	-	-
Number of Units	7,474	-	-	-	-	-	-	-	-	-
<b>AST DeAM Bond<sup>9</sup> (2002)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$10.67	-	-	-	-	-	-	-	-	-
Number of Units	1,487,730	-	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$10.65	-	-	-	-	-	-	-	-	-
Number of Units	561,446	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.16	-	-	-	-	-	-	-	-	-
Number of Units	12,055	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.15	-	-	-	-	-	-	-	-	-
Number of Units	95	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>AST PIMCO Total Return Bond (1994)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$16.65	15.46	14.40	13.09	13.43	12.44	11.48	11.26	9.61	-
Number of Units	113,007,310	99,028,465	82,545,240	73,530,507	64,224,618	44,098,036	29,921,643	19,061,840	4,577,708	-
<i>With One Optional Benefit</i>										
Unit Price	\$10.57	-	-	-	-	-	-	-	-	-
Number of Units	20,544,075	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.17	-	-	-	-	-	-	-	-	-
Number of Units	604,147	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.17	-	-	-	-	-	-	-	-	-
Number of Units	36,236	-	-	-	-	-	-	-	-	-
<b>AST PIMCO Limited Maturity Bond (1995)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$14.26	13.61	12.79	11.96	11.73	11.26	10.62	10.37	-	-
Number of Units	61,707,894	42,410,807	31,046,956	32,560,943	28,863,932	25,008,310	18,894,375	15,058,644	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$10.34	-	-	-	-	-	-	-	-	-
Number of Units	11,274,642	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.08	-	-	-	-	-	-	-	-	-
Number of Units	215,314	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$10.08	-	-	-	-	-	-	-	-	-
Number of Units	80,547	-	-	-	-	-	-	-	-	-
<b>AST Money Market (1992)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$13.23	13.24	12.94	12.38	12.00	11.57	11.16	10.77	10.35	10.12
Number of Units	163,759,511	184,612,059	172,493,206	187,609,708	75,855,442	66,869,998	42,435,169	30,564,442	27,491,389	11,422,783
<i>With One Optional Benefit</i>										
Unit Price	\$9.96	-	-	-	-	-	-	-	-	-
Number of Units	36,255,772	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.99	-	-	-	-	-	-	-	-	-
Number of Units	999,737	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.99	-	-	-	-	-	-	-	-	-
Number of Units	70,899	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

Year Ended December 31,

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>The Montgomery Variable Series – MV Emerging Markets (1996)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$5.79	6.50	7.09	10.06	6.19	10.05	10.25	-	-	-
Number of Units	10,957,884	14,095,135	12,899,472	12,060,036	10,534,383	10,371,104	2,360,940	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$8.66	-	-	-	-	-	-	-	-	-
Number of Units	283,466	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.93	-	-	-	-	-	-	-	-	-
Number of Units	21,816	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.93	-	-	-	-	-	-	-	-	-
Number of Units	442	-	-	-	-	-	-	-	-	-
<b>Wells Fargo Variable Trust – Equity Value (1998)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$6.61	8.83	9.56	9.17	9.53	-	-	-	-	-
Number of Units	2,835,243	3,705,869	4,442,888	2,826,839	1,148,849	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$9.97	-	-	-	-	-	-	-	-	-
Number of Units	900	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>Wells Fargo Variable Trust – Equity Income (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$7.46	9.37	10.05	9.96	-	-	-	-	-	-
Number of Units	1,361,988	1,019,937	502,986	136,006	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$8.25	-	-	-	-	-	-	-	-	-
Number of Units	196,720	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.90	-	-	-	-	-	-	-	-	-
Number of Units	10,707	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.90	-	-	-	-	-	-	-	-	-
Number of Units	91	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>Rydex Variable Trust - Nova (1999)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$4.06	6.41	8.50	10.82	-	-	-	-	-	-
Number of Units	2,629,551	3,990,618	14,799,352	5,474,129	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>Rydex Variable Trust - Ursa (1999)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$14.45	12.05	10.62	9.28	-	-	-	-	-	-
Number of Units	234,642	351,487	2,269,599	1,803,669	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>Rydex Variable Trust - OTC (1999)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$4.01	6.65	10.40	17.07	-	-	-	-	-	-
Number of Units	10,686,757	15,866,046	32,179,793	18,520,440	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$9.36	-	-	-	-	-	-	-	-	-
Number of Units	186	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>INVESCO VIF - Dynamics (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$6.03	8.98	13.23	13.91	-	-	-	-	-	-
Number of Units	9,117,894	13,391,660	11,409,827	2,022,585	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$7.09	-	-	-	-	-	-	-	-	-
Number of Units	543,762	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.70	-	-	-	-	-	-	-	-	-
Number of Units	32,635	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.70	-	-	-	-	-	-	-	-	-
Number of Units	576	-	-	-	-	-	-	-	-	-
<b>INVESCO VIF - Technology (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$3.49	6.66	12.48	16.52	-	-	-	-	-	-
Number of Units	18,830,138	26,652,622	29,491,113	4,622,242	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$5.50	-	-	-	-	-	-	-	-	-
Number of Units	293,307	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>INVESCO VIF - Health Sciences (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$9.37	12.58	14.59	11.34	-	-	-	-	-	-
Number of Units	11,475,199	17,419,141	19,381,405	786,518	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.00	-	-	-	-	-	-	-	-	-
Number of Units	475,873	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.51	-	-	-	-	-	-	-	-	-
Number of Units	5,444	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	\$9.51	-	-	-	-	-	-	-	-	-
Number of Units	140	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>INVESCO VIF – Financial Services (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$10.47	12.48	14.04	11.41	-	-	-	-	-	-
Number of Units	7,556,596	11,612,048	14,091,636	759,104	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$8.76	-	-	-	-	-	-	-	-	-
Number of Units	366,258	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.92	-	-	-	-	-	-	-	-	-
Number of Units	1,897	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.92	-	-	-	-	-	-	-	-	-
Number of Units	141	-	-	-	-	-	-	-	-	-
<b>INVESCO VIF - Telecommunications (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$2.43	5.01	11.05	15.17	-	-	-	-	-	-
Number of Units	9,354,303	13,553,158	17,856,118	4,184,526	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$5.78	-	-	-	-	-	-	-	-	-
Number of Units	94,004	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.43	-	-	-	-	-	-	-	-	-
Number of Units	770	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.42	-	-	-	-	-	-	-	-	-
Number of Units	454	-	-	-	-	-	-	-	-	-
<b>Evergreen VA – Global Leaders (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$7.08	9.00	10.55	11.72	-	-	-	-	-	-
Number of Units	1,442,329	1,520,376	887,758	23,101	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$8.15	-	-	-	-	-	-	-	-	-
Number of Units	113,389	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.67	-	-	-	-	-	-	-	-	-
Number of Units	3,669	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>Evergreen VA – Special Equity (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$7.16	9.98	11.01	12.19	-	-	-	-	-	-
Number of Units	2,205,267	2,540,062	1,731,145	152,342	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$7.44	-	-	-	-	-	-	-	-	-
Number of Units	127,728	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.85	-	-	-	-	-	-	-	-	-
Number of Units	12,520	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.85	-	-	-	-	-	-	-	-	-
Number of Units	533	-	-	-	-	-	-	-	-	-
<b>Evergreen VA – Omega (2000)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$4.93	6.71	7.98	-	-	-	-	-	-	-
Number of Units	2,594,817	2,585,848	1,637,475	-	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$7.78	-	-	-	-	-	-	-	-	-
Number of Units	39,943	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Europe 30 (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$5.76	7.87	10.52	12.24	-	-	-	-	-	-
Number of Units	2,550,567	5,711,763	2,327,562	273,963	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$7.93	-	-	-	-	-	-	-	-	-
Number of Units	292,396	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.70	-	-	-	-	-	-	-	-	-
Number of Units	2,625	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Asia 30<sup>9</sup> (2002)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$7.76	-	-	-	-	-	-	-	-	-
Number of Units	2,060,741	-	-	-	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$7.75	-	-	-	-	-	-	-	-	-
Number of Units	281,993	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.86	-	-	-	-	-	-	-	-	-
Number of Units	6,995	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>ProFund VP – Japan<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$7.25	-	-	-	-	-	-	-	-	-
Number of Units	338,472	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$7.24	-	-	-	-	-	-	-	-	-
Number of Units	65,845	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$10.21	-	-	-	-	-	-	-	-	-
Number of Units	351	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Banks<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$8.58	-	-	-	-	-	-	-	-	-
Number of Units	555,999	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$8.56	-	-	-	-	-	-	-	-	-
Number of Units	101,136	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$10.13	-	-	-	-	-	-	-	-	-
Number of Units	3,422	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Basic Materials<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$8.47	-	-	-	-	-	-	-	-	-
Number of Units	361,568	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$8.46	-	-	-	-	-	-	-	-	-
Number of Units	76,331	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$10.34	-	-	-	-	-	-	-	-	-
Number of Units	12	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Biotechnology (2001)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$5.16	8.37	-	-	-	-	-	-	-	-
Number of Units	2,412,670	5,093,235	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$7.09	-	-	-	-	-	-	-	-	-
Number of Units	130,082	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>ProFund VP – Consumer Cyclical<sup>9</sup> (2002)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$7.26	-	-	-	-	-	-	-	-	-
Number of Units	319,201	-	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$7.25	-	-	-	-	-	-	-	-	-
Number of Units	128,022	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.37	-	-	-	-	-	-	-	-	-
Number of Units	2,426	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Consumer Non-Cyclical<sup>9</sup> (2002)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$8.29	-	-	-	-	-	-	-	-	-
Number of Units	406,966	-	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.28	-	-	-	-	-	-	-	-	-
Number of Units	148,446	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.90	-	-	-	-	-	-	-	-	-
Number of Units	2,303	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Energy (2001)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$7.51	9.19	-	-	-	-	-	-	-	-
Number of Units	1,985,954	2,299,149	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.71	-	-	-	-	-	-	-	-	-
Number of Units	299,833	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.12	-	-	-	-	-	-	-	-	-
Number of Units	1,660	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>ProFund VP – Financial (2001)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$7.74	9.22	-	-	-	-	-	-	-	-
Number of Units	1,086,464	2,154,106	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$8.85	-	-	-	-	-	-	-	-	-
Number of Units	221,377	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$9.84	-	-	-	-	-	-	-	-	-
Number of Units	2,066	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Healthcare (2001)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$7.13	9.35	-	-	-	-	-	-	-	-
Number of Units	1,313,814	3,489,097	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$7.94	-	-	-	-	-	-	-	-	-
Number of Units	388,508	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$9.59	-	-	-	-	-	-	-	-	-
Number of Units	6,831	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Industrial<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$7.94	-	-	-	-	-	-	-	-	-
Number of Units	126,611	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$7.93	-	-	-	-	-	-	-	-	-
Number of Units	12,642	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>ProFund VP – Internet<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$8.58	-	-	-	-	-	-	-	-	-
Number of Units	2,982,656	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$8.57	-	-	-	-	-	-	-	-	-
Number of Units	306,572	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Pharmaceuticals<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$8.57	-	-	-	-	-	-	-	-	-
Number of Units	241,916	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$8.56	-	-	-	-	-	-	-	-	-
Number of Units	136,599	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$9.63	-	-	-	-	-	-	-	-	-
Number of Units	2,545	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Precious Metals<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$9.72	-	-	-	-	-	-	-	-	-
Number of Units	3,992,389	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$9.70	-	-	-	-	-	-	-	-	-
Number of Units	1,175,651	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$11.30	-	-	-	-	-	-	-	-	-
Number of Units	19,964	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>ProFund VP – Real Estate (2001)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$10.61	10.76	-	-	-	-	-	-	-	-
Number of Units	1,489,153	3,592,834	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$9.86	-	-	-	-	-	-	-	-	-
Number of Units	441,318	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$10.20	-	-	-	-	-	-	-	-	-
Number of Units	12,789	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP –Semiconductor<sup>9</sup> (2002)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$5.14	-	-	-	-	-	-	-	-	-
Number of Units	608,142	-	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$5.14	-	-	-	-	-	-	-	-	-
Number of Units	93,241	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Technology (2001)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$3.46	5.91	-	-	-	-	-	-	-	-
Number of Units	3,290,202	2,524,295	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$6.03	-	-	-	-	-	-	-	-	-
Number of Units	254,131	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>ProFund VP – Telecommunications (2001)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$4.35	7.10	-	-	-	-	-	-	-	-
Number of Units	3,082,428	583,065	-	-	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$7.15	-	-	-	-	-	-	-	-	-
Number of Units	272,408	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$10.03	-	-	-	-	-	-	-	-	-
Number of Units	3,642	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Utilities (2001)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$6.09	8.12	-	-	-	-	-	-	-	-
Number of Units	3,391,766	1,589,344	-	-	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$7.83	-	-	-	-	-	-	-	-	-
Number of Units	521,419	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$10.61	-	-	-	-	-	-	-	-	-
Number of Units	8,871	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Bull<sup>y</sup> (2002)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$7.98	-	-	-	-	-	-	-	-	-
Number of Units	6,296,621	-	-	-	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$7.97	-	-	-	-	-	-	-	-	-
Number of Units	954,792	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.75	-	-	-	-	-	-	-	-	-
Number of Units	10,297	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$9.75	-	-	-	-	-	-	-	-	-
Number of Units	400	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Bear (2001)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$13.74	11.54	-	-	-	-	-	-	-	-
Number of Units	4,011,499	3,059,897	-	-	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$11.38	-	-	-	-	-	-	-	-	-
Number of Units	1,532,543	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$10.13	-	-	-	-	-	-	-	-	-
Number of Units	28,618	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	\$10.13	-	-	-	-	-	-	-	-	-
Number of Units	1,514	-	-	-	-	-	-	-	-	-

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>ProFund VP – UltraBull<sup>22</sup> (2001)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$4.71	7.47	-	-	-	-	-	-	-	-
Number of Units	6,435,217	7,628,819	-	-	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$6.78	-	-	-	-	-	-	-	-	-
Number of Units	297,435	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.61	-	-	-	-	-	-	-	-	-
Number of Units	245	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – OTC (2001)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$3.49	\$5.77	-	-	-	-	-	-	-	-
Number of Units	18,242,013	11,681,189	-	-	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$6.45	-	-	-	-	-	-	-	-	-
Number of Units	1,346,852	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$9.36	-	-	-	-	-	-	-	-	-
Number of Units	13,113	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Short OTC<sup>9</sup> (2002)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$11.02	-	-	-	-	-	-	-	-	-
Number of Units	682,058	-	-	-	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$11.00	-	-	-	-	-	-	-	-	-
Number of Units	433,181	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$10.43	-	-	-	-	-	-	-	-	-
Number of Units	15,308	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – UltraOTC (1999)</b>										
<i><b>With No Optional Benefits</b></i>										
Unit Price	\$0.58	1.91	6.19	23.58	-	-	-	-	-	-
Number of Units	70,200,723	50,124,696	17,597,528	2,906,024	-	-	-	-	-	-
<i><b>With One Optional Benefit</b></i>										
Unit Price	\$3.53	-	-	-	-	-	-	-	-	-
Number of Units	1,003,123	-	-	-	-	-	-	-	-	-
<i><b>With Any Two Optional Benefits</b></i>										
Unit Price	\$8.70	-	-	-	-	-	-	-	-	-
Number of Units	233	-	-	-	-	-	-	-	-	-
<i><b>With All Optional Benefits</b></i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

Year Ended December 31,

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>ProFund VP – Mid-Cap Value<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$7.68	-	-	-	-	-	-	-	-	-
Number of Units	1,089,843	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$7.66	-	-	-	-	-	-	-	-	-
Number of Units	438,387	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$10.06	-	-	-	-	-	-	-	-	-
Number of Units	4,777	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	\$10.06	-	-	-	-	-	-	-	-	-
Number of Units	4,799	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Mid-Cap Growth<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$7.71	-	-	-	-	-	-	-	-	-
Number of Units	1,444,783	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$7.70	-	-	-	-	-	-	-	-	-
Number of Units	439,054	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$9.82	-	-	-	-	-	-	-	-	-
Number of Units	1,587	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	\$9.81	-	-	-	-	-	-	-	-	-
Number of Units	1,583	-	-	-	-	-	-	-	-	-
<b>ProFund VP – UltraMid-Cap<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$5.72	-	-	-	-	-	-	-	-	-
Number of Units	2,276,660	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$5.71	-	-	-	-	-	-	-	-	-
Number of Units	477,953	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$9.86	-	-	-	-	-	-	-	-	-
Number of Units	1,673	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Small-Cap Value<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$7.10	-	-	-	-	-	-	-	-	-
Number of Units	2,908,617	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$7.09	-	-	-	-	-	-	-	-	-
Number of Units	994,778	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$10.15	-	-	-	-	-	-	-	-	-
Number of Units	19,019	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

Year Ended December 31,

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>ProFund VP – Small-Cap Growth<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$7.71	-	-	-	-	-	-	-	-	-
Number of Units	2,138,861	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$7.69	-	-	-	-	-	-	-	-	-
Number of Units	772,260	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$9.91	-	-	-	-	-	-	-	-	-
Number of Units	10,572	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – UltraSmall-Cap<sup>23</sup> (1999)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$4.73	8.37	9.18	11.96	-	-	-	-	-	-
Number of Units	5,664,617	10,010,482	3,258,574	813,904	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$6.14	-	-	-	-	-	-	-	-	-
Number of Units	212,085	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>ProFund VP – U.S. Government Plus<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$11.58	-	-	-	-	-	-	-	-	-
Number of Units	7,945,270	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$11.56	-	-	-	-	-	-	-	-	-
Number of Units	2,486,854	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$10.19	-	-	-	-	-	-	-	-	-
Number of Units	22,148	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	\$10.19	-	-	-	-	-	-	-	-	-
Number of Units	609	-	-	-	-	-	-	-	-	-
<b>ProFund VP – Rising Rates Opportunity<sup>9</sup> (2002)</b>										
<b><i>With No Optional Benefits</i></b>										
Unit Price	\$8.03	-	-	-	-	-	-	-	-	-
Number of Units	583,657	-	-	-	-	-	-	-	-	-
<b><i>With One Optional Benefit</i></b>										
Unit Price	\$8.02	-	-	-	-	-	-	-	-	-
Number of Units	165,792	-	-	-	-	-	-	-	-	-
<b><i>With Any Two Optional Benefits</i></b>										
Unit Price	\$9.69	-	-	-	-	-	-	-	-	-
Number of Units	9,028	-	-	-	-	-	-	-	-	-
<b><i>With All Optional Benefits</i></b>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

Contract described herein is no longer available for sale.

**Year Ended December 31,**

Sub-account	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993
<b>First Trust® 10 Uncommon Values (2000)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$2.94	4.72	7.43	-	-	-	-	-	-	-
Number of Units	1,716,102	2,255,266	2,690,435	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$6.80	-	-	-	-	-	-	-	-	-
Number of Units	19,826	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-
<b>Prudential – SP Jennison International Growth (2001)</b>										
<i>With No Optional Benefits</i>										
Unit Price	\$5.62	7.39	-	-	-	-	-	-	-	-
Number of Units	550,334	273,843	-	-	-	-	-	-	-	-
<i>With One Optional Benefit</i>										
Unit Price	\$8.01	-	-	-	-	-	-	-	-	-
Number of Units	89,806	-	-	-	-	-	-	-	-	-
<i>With Any Two Optional Benefits</i>										
Unit Price	\$9.59	-	-	-	-	-	-	-	-	-
Number of Units	5,196	-	-	-	-	-	-	-	-	-
<i>With All Optional Benefits</i>										
Unit Price	-	-	-	-	-	-	-	-	-	-
Number of Units	-	-	-	-	-	-	-	-	-	-

- Effective December 10, 2001, Strong Capital Management, Inc. became Sub-advisor of the Portfolio. Prior to December 10, 2001, A I M Capital Management, Inc. served as Sub-advisor of the Portfolio, then named "AST AIM International Equity." Between October 15, 1996 and May 3, 1999, Putnam Investment Management, Inc. served as Sub-advisor of the Portfolio, then named "AST Putnam International Equity." Prior to October 15, 1996, Seligman Henderson Co. served as Sub-advisor of the Portfolio, then named "Seligman Henderson International Equity Portfolio."
- Effective November 11, 2002, William Blair & Company, L.L.C. became Sub-advisor of the Portfolio. Prior to November 11, 2002, Janus Capital Corporation served as Sub-advisor of the Portfolio, then named "AST Janus Overseas Growth."
- This Portfolio reflects the addition of the net assets of the AST American Century International Growth Portfolio II ("Portfolio II") as a result of the merger between the Portfolio and Portfolio II.
- Effective May 1, 2002, Deutsche Asset Management, Inc. became Sub-advisor of the Portfolio. Prior to May 1, 2002, Founders Asset Management, Inc. served as Sub-advisor of the Portfolio, then named "AST Founders Passport." Prior to October 15, 1996, Seligman Henderson Co. served as Sub-advisor of the Portfolio, then named "Seligman Henderson International Small Cap Portfolio."
- Effective September 17, 2001, Pilgrim Baxter & Associates, Ltd. became Sub-advisor of the Portfolio. Prior to September 17, 2001, Janus Capital Corporation served as Sub-advisor of the Portfolio, then named "AST Janus Small-Cap Growth." Prior to December 31, 1998, Founders Asset Management, LLC served as Sub-advisor of the Portfolio, then named "Founders Capital Appreciation Portfolio."
- Effective December 10, 2001, Deutsche Asset Management, Inc. became Sub-advisor of the Portfolio. Prior to December 10, 2001, Zurich Scudder Investments, Inc. served as Sub-advisor of the Portfolio, then named "AST Scudder Small-Cap Growth Portfolio". Prior to May 1, 2001, the Portfolio was named "AST Kemper Small-Cap Growth Portfolio."
- Effective May 1, 2001, Goldman Sachs Asset Management became Sub-advisor of the Portfolio. Prior to May 1, 2001, Lord, Abnett & Co. served as Sub-advisor of the Portfolio, then named "AST Lord Abnett Small Cap Value."
- Effective October 23, 2000, GAMCO Investors, Inc. became Sub-advisor of the Portfolio. Prior to October 23, 2000, T. Rowe Price Associates, Inc. served as Sub-advisor of the Portfolio, then named "AST T. Rowe Price Small Company Value Portfolio."
- These portfolios were first offered as Sub-accounts on May 1, 2002.
- Effective November 11, 2002, Goldman Sachs Asset Management became Sub-advisor of the Portfolio. Prior to November 11, 2002, Janus Capital Corporation served as Sub-advisor of the Portfolio, then named "AST Janus Mid-Cap Growth."

11. Effective May 1, 1998, Neuberger Berman Management, Inc. became Sub-advisor of the Portfolio. Prior to May 1, 1998, Berger Associates, Inc. served as Sub-advisor of the Portfolio, then named "Berger Capital Growth Portfolio."
12. Effective May 1, 1998, Neuberger Berman Management, Inc. became Sub-advisor of the Portfolio. Prior to May 1, 1998, Federated Investment Counseling served as Sub-advisor of the Portfolio, then named "Federated Utility Income Portfolio."
13. Effective May 1, 2000, Alliance Capital Management, L.P. became Sub-advisor of the Portfolio. Between December 31, 1998 and May 1, 2000, OppenheimerFunds, Inc. served as Sub-advisor of the Portfolio, then named "AST Oppenheimer Large-Cap Growth Portfolio." Prior to December 31, 1998, Robertson, Stephens & Company Investment Management, L.P. served as Sub-advisor of the Portfolio, then named "Robertson Stephens Value + Growth Portfolio."
14. Effective November 11, 2002, Goldman Sachs Asset Management became Sub-advisor of the Portfolio. Prior to November 11, 2002, Janus Capital Corporation served as Sub-advisor of the Portfolio, then named "AST JanCap Growth."
15. Effective May 1, 2002, Deutsche Asset Management, Inc. became Sub-advisor of the Portfolio. Prior to May 1, 2002, Janus Capital Corporation served as Sub-advisor of the Portfolio, then named "AST Janus Strategic Value."
16. Effective May 1, 2000, Sanford C. Bernstein & Co., Inc. became Sub-advisor of the Portfolio. Prior to May 1, 2000, Bankers Trust Company served as Sub-advisor of the Portfolio, then named "AST Bankers Trust Managed Index 500 Portfolio."
17. Effective May 3, 1999, American Century Investment Management, Inc. became Sub-advisor of the Portfolio. Between October 15, 1996 and May 3, 1999, Putnam Investment Management, Inc. served as Sub-advisor of the Portfolio, then named "AST Putnam Value Growth & Income."
18. Effective May 1, 2000, Alliance Capital Management, L.P. became Sub-advisor of the Portfolio. Prior to May 1, 2000, Lord, Abnett & Co. served as Sub-advisor of the Portfolio, then named "AST Lord Abnett Growth and Income Portfolio."
19. Effective July 1, 2002, the AST INVESCO Equity Income portfolio changed its name to AST INVESCO Capital Income.
20. Effective May 1, 2002, Deutsche Asset Management, Inc. became Sub-advisor of the Portfolio. Prior to May 1, 2002, A F M Capital Management, Inc. served as Sub-advisor of the Portfolio, then named "AST AIM Balanced." Between October 15, 1996 and May 3, 1999, Putnam Investment Management, Inc. served as Sub-advisor of the Portfolio, then named "AST Putnam Balanced." Prior to October 15, 1996, Phoenix Investment Counsel, Inc. served as Sub-advisor of the Portfolio, then named "AST Phoenix Balanced Asset Portfolio."
21. Effective August 8, 2000, T. Rowe Price International, Inc. became Sub-advisor of the Portfolio. Effective May 1, 2000, the name of the Portfolio was changed to the "AST T. Rowe Price Global Bond". Effective May 1, 1996, Rowe Price-Fleming International, Inc. became Sub-advisor of the Portfolio. Prior to May 1, 1996, Scudder, Stevens & Clark, Inc. served as Sub-advisor of the Portfolio, then named "AST Scudder International Bond Portfolio."
22. Effective May 1, 2003, the ProFunds VP Bull Plus portfolio changed its name to ProFund VP UltraBull to reflect a change in its investment objective.
23. Prior to May 1, 2000, ProFund VP UltraSmall-Cap was named "ProFund VP Small Cap" and sought daily investment results that corresponded to the performance of the Russell 2000® Index.

## APPENDIX C – CALCULATION OF OPTIONAL DEATH BENEFITS

### Examples of Enhanced Beneficiary Protection Optional Death Benefit Calculation

The following are examples of how the Enhanced Beneficiary Protection Optional Death Benefit is calculated. Each example assumes that a \$50,000 initial Purchase Payment is made. Each example assumes that there is one Owner who is age 50 on the Issue Date and that all Account Value is maintained in the variable investment options. The formula for determining the Enhanced Beneficiary Protection Optional Death Benefit is as follows:

$$\text{Growth} = \begin{array}{l} \text{Account Value of variable} \\ \text{investment options plus Interim} \\ \text{Value of Fixed Allocations (no} \\ \text{MVA applies)} \end{array} \text{ minus } \begin{array}{l} \text{Purchase Payments –} \\ \text{proportional withdrawals} \end{array}$$

#### *Example with market increase*

Assume that the Owner has made no withdrawals and that the Account Value has been increasing due to positive market performance. On the date we receive due proof of death, the Account Value is \$75,000. The basic Death Benefit is calculated as Purchase Payments minus proportional withdrawals, or Account Value, which ever is greater. Therefore, the basic Death Benefit is equal to \$75,000. The Enhanced Beneficiary Protection Optional Death Benefit is equal to the amount payable under the basic Death Benefit (\$75,000) **PLUS** 40% of the "Growth" under the Annuity.

$$\begin{aligned} \text{Growth} &= \$75,000 - [\$50,000 - \$0] \\ &= \$25,000 \end{aligned}$$

$$\begin{aligned} \text{Benefit Payable under Enhanced Beneficiary Protection Optional Death Benefit} &= 40\% \text{ of Growth} \\ &= \$25,000 * 0.40 \\ &= \$10,000 \end{aligned}$$

$$\begin{aligned} \text{Benefit Payable under Basic Death Benefit PLUS Enhanced Beneficiary Protection Optional Death Benefit} \\ &= \$85,000 \end{aligned}$$

#### *Examples with market decline*

Assume that the Owner has made no withdrawals and that the Account Value has been decreasing due to declines in market performance. On the date we receive due proof of death, the Account Value is \$45,000. The basic Death Benefit is calculated as Purchase Payments minus proportional withdrawals, or Account Value, which ever is greater. Therefore, the basic Death Benefit is equal to \$50,000. The Enhanced Beneficiary Protection Optional Death Benefit is equal to the amount payable under the basic Death Benefit (\$50,000) **PLUS** the "Growth" under the Annuity.

$$\begin{aligned} \text{Growth} &= \$45,000 - [\$50,000 - \$0] \\ &= \$-5,000 \end{aligned}$$

$$\begin{aligned} \text{Benefit Payable under Enhanced Beneficiary Protection Optional Death Benefit} &= 40\% \text{ of Growth} \\ &\text{NO BENEFIT IS PAYABLE} \end{aligned}$$

$$\begin{aligned} \text{Benefit Payable under Basic Death Benefit PLUS Enhanced Beneficiary Protection Optional Death Benefit} \\ &= \$50,000 \end{aligned}$$

**In this example you would receive no additional benefit from purchasing the Enhanced Beneficiary Protection Optional Death Benefit.**

*Example with market increase and withdrawals*

Assume that the Account Value has been increasing due to positive market performance and the Owner made a withdrawal of \$15,000 in Annuity Year 5 when the Account Value was \$75,000. On the date we receive due proof of death, the Account Value is \$90,000. The basic Death Benefit is calculated as Purchase Payments minus proportional withdrawals, or Account Value, which ever is greater. Therefore, the basic Death Benefit is equal to \$90,000. The Enhanced Beneficiary Protection Optional Death Benefit is equal to the amount payable under the basic Death Benefit (\$90,000) PLUS 40% of the "Growth" under the Annuity.

$$\begin{aligned} \text{Growth} &= \$90,000 - [\$50,000 - (\$50,000 * \$15,000/\$75,000)] \\ &= \$90,000 - [\$50,000 - \$10,000] \\ &= \$90,000 - \$40,000 \\ &= \$50,000 \end{aligned}$$

$$\begin{aligned} \text{Benefit Payable under Enhanced Beneficiary Protection Optional Death Benefit} &= 40\% \text{ of Growth} \\ &= \$50,000 * 0.40 \\ &= \$20,000 \end{aligned}$$

$$\begin{aligned} \text{Benefit Payable under Basic Death Benefit PLUS Enhanced Beneficiary Protection Optional Death Benefit} \\ &= \$110,000 \end{aligned}$$

**Examples of Highest Anniversary Value Death Benefit Calculation**

The following are examples of how the Highest Anniversary Value Death Benefit is calculated. Each example assumes an initial Purchase Payment of \$50,000. Each example assumes that there is one Owner who is age 70 on the Issue Date and that all Account Value is maintained in the variable investment options.

*Example with market increase and death before Death Benefit Target Date*

Assume that the Owner's Account Value has generally been increasing due to positive market performance and that no withdrawals have been made. On the date we receive due proof of death, the Account Value is \$75,000; however, the Anniversary Value on the 5<sup>th</sup> anniversary of the Issue Date was \$90,000. Assume as well that the Owner has died *before* the Death Benefit Target Date. The Death Benefit is equal to the greater of the Highest Anniversary Value or the basic Death Benefit. The Death Benefit would be the Highest Anniversary Value (\$90,000) because it is greater than the amount that would have been payable under the basic Death Benefit (\$75,000).

*Example with withdrawals*

Assume that the Account Value has been increasing due to positive market performance and the Owner made a withdrawal of \$15,000 in Annuity Year 7 when the Account Value was \$75,000. On the date we receive due proof of death, the Account Value is \$80,000; however, the Anniversary Value on the 5<sup>th</sup> anniversary of the Issue Date was \$90,000. Assume as well that the Owner has died before the Death Benefit Target Date. The Death Benefit is equal to the greater of the Highest Anniversary Value or the basic Death Benefit.

$$\begin{aligned} \text{Highest Anniversary Value} &= \$90,000 - [\$90,000 * \$15,000/\$75,000] \\ &= \$90,000 - \$18,000 \\ &= \$72,000 \end{aligned}$$

$$\begin{aligned} \text{Basic Death Benefit} &= \$80,000 - [\$80,000 * \$15,000/\$75,000] \\ &= \$80,000 - \$16,000 \\ &= \$64,000 \end{aligned}$$

*Example with death after Death Benefit Target Date*

Assume that the Owner's Account Value has generally been increasing due to positive market performance and that no withdrawals had been made prior to the Death Benefit Target Date. Further assume that the Owner dies *after* the Death Benefit Target Date, when the Account Value is \$75,000. The Highest Anniversary Value on the Death Benefit Target Date was \$80,000; however, following the Death Benefit Target Date, the Owner made a Purchase Payment of \$15,000 and had taken a withdrawal of \$5,000 when the Account Value was \$70,000. The Death Benefit is equal to the greater of the Highest Anniversary Value plus Purchase Payments minus proportional withdrawals after the Death Benefit Target Date or the basic Death Benefit.

$$\begin{aligned} \text{Highest Anniversary Value} &= \$80,000 + \$15,000 - [\$80,000 * \$5,000/\$70,000] \\ &= \$80,000 + \$15,000 - \$5,714 \\ &= \$100,714 \end{aligned}$$

$$\text{Basic Death Benefit} = \$75,000$$

## APPENDIX D – SALE OF THE CONTRACTS TO RESIDENTS OF THE STATE OF NEW YORK

Some of the provisions of the Annuity are different for contracts offered to residents of the State of New York.

### SUMMARY OF CONTRACT FEES AND EXPENSES

#### Contingent Deferred Sales Charge:

The CDSC schedule is as follows:

YEARS	1	2	3	4	5	6	7	8+
CHARGE (%)	7.0	6.0	5.0	4.0	3.0	2.0	1.0	0

### PURCHASING YOUR ANNUITY

**Owner, Annuitant and Beneficiary Designations:** The designation of Contingent Participant is not allowed on the Annuity Date.

### MANAGING YOUR ANNUITY

**"May I Change the Owner, Annuitant and Beneficiary Designations?":** The following condition has been removed:

- A new Annuitant subsequent to the Annuity Date if the annuity option selected includes a life contingency.

**"May I Return the Annuity if I Change My Mind?":** The "free-look" period is within 21 days of receipt of the Annuity and within 10 days of receipt for IRAs. The amount to be refunded is the Account Value in the Sub-accounts plus the Interim Value of the Fixed Allocations and for IRAs the amount to be refunded is the greater of Premium or Account Value.

### MANAGING YOUR ACCOUNT VALUE

**"Are There Restrictions or Charges on Transfers Between Investment Options?":**

A specific authorization form MUST be completed which authorizes us to accept transfers via phone or through means such as electronic mail.

**"Do You Offer Dollar Cost Averaging?":** You must have a minimum Account Value of at least \$20,000 to enroll in a Dollar Cost Averaging program.

**"Do You Offer any Automatic Rebalancing Programs?":** You must have a minimum Account Value of at least \$20,000 to enroll in automatic rebalancing.

**"How Does the Market Value Adjustment Work?":** The definitions changed in this section are as follows:

- "J": is the interest rate for your class of annuities being credited to new Fixed Allocations with Guarantee Period durations equal to the number of years (rounded to the next higher integer when occurring on other than an anniversary of the beginning of the Fixed Allocation's Guarantee Period) remaining in the Fixed Allocation's Guarantee Period.
- "N": is the number of months (rounded to the next higher integer when occurring on other than a monthly anniversary of the beginning of the Guarantee Period) remaining in the Fixed Allocation's Guarantee Period.

**"What Happens When My Guarantee Period Matures?":** We will notify you of the Guarantee Periods available as of the date of such notice, at least 45 days and not more than 60 days prior to the Maturity Date. No MVA applies to any amounts allocated to a particular Fixed Allocation if you withdraw all or part of the Account Value in such Fixed Allocation within 30 days of maturity. If you are age 55 or older you may invest in a Fixed Allocation with a Guarantee Period of five years or less.

### AMERICAN SKANDIA'S PERFORMANCE ADVANTAGE

This benefit was never available to residents of the State of New York.

## ACCESS TO ACCOUNT VALUE

**"How Much Can I Withdraw as a Free Withdrawal?":** The Minimum Distribution provision is only available for annuities issued under Section 403(b) of the IRS Code or for IRA's where Minimum Distributions are required. Minimum Distributions are not available for any other contracts.

**"What is a Medically-Related Surrender and How Do I Qualify?":** This section is deleted in its entirety.

**"What Types of Annuity Payment Options are Available Upon Annuityization?":** The Annuity Date may not exceed the first day of the calendar month following the Annuitant's 90<sup>th</sup> birthday. Additionally, the minimum annuity payment allowed is \$20 per month.

## DEATH BENEFIT

**The Optional Death Benefits described in the Prospectus are not offered in the State of New York. However, effective as of March 12, 2001, the Highest Anniversary Value Optional Death Benefit described below is available to new purchasers of the Annuity who are residents of the State of New York.**

If the Annuity has one Owner, the Owner must be age 80 or less at the time the Highest Anniversary Value Optional Death Benefit is purchased. If the Annuity has joint Owners, the oldest Owner must be age 80 or less. If the Annuity is owned by an entity, the Annuitant must be age 80 or less.

### Key Terms Used with the Highest Anniversary Value Death Benefit

- The Death Benefit Target Date is the contract anniversary on or after the 80<sup>th</sup> birthday of the current Owner, the oldest of either joint Owner or the Annuitant, if entity owned.
- The Highest Anniversary Value equals the highest of all previous "Anniversary Values" on or before the earlier of the Owner's date of death and the "Death Benefit Target Date".
- The Anniversary Value is the Account Value as each anniversary of the Issue Date plus the sum of all Purchase Payments on or after such anniversary less the sum of all "Proportional Reductions" since such anniversary. The Anniversary Value on the Issue Date is equal to your Purchase Payment.
- A Proportional Reduction is a reduction to the value being measured caused by a withdrawal, equaling the percentage of the withdrawal as compared to the Account Value as of the date of the withdrawal. For example, if your Account Value is \$10,000 and you withdraw \$2,000 (a 20% reduction), we will reduce both your Anniversary Value and the amount determined by Purchase Payments increasing at the appropriate interest rate by 20%.

### Calculation of Highest Anniversary Value Death Benefit

The Highest Anniversary Value Death Benefit depends on whether death occurs before or after the Death Benefit Target Date.

*If the Owner dies before the Death Benefit Target Date, the Death Benefit equals the greatest of:*

1. the Account Value in the Sub-accounts plus the Interim Value of any Fixed Allocations (no MVA) as of the date we receive in writing "due proof of death"; and
2. the "Highest Anniversary Value" on or immediately preceding the Owner's date of death.

The amount determined by this calculation is increased by any Purchase Payments received after the Owner's date of death and decreased by any Proportional Reductions since such date.

*If the Owner dies on or after the Death Benefit Target Date, the Death Benefit equals the greater of:*

1. the Account Value as of the date we receive in writing "due proof of death" (an MVA may be applicable to amounts in any Fixed Allocations); and
2. the Highest Anniversary Value on the Death Benefit Target Date plus the sum of all Purchase Payments less the sum of all Proportional Reductions since the Death Benefit Target Date.

### Charges for Highest Anniversary Value Death Benefit

If you purchase the Highest Anniversary Value Optional Death Benefit, an annual charge of 0.15% is deducted from your Annuity's Account Value. The charge will be based on the current Death Benefit under the Highest Anniversary Value Optional Death Benefit

as of the date the charge is deducted minus the Interim Value of any Fixed Allocations. The charge is deducted in addition to the Insurance Charge. The charge is deducted in arrears on each anniversary of the Issue Date of the Annuity or, if you terminate the Optional Death Benefit or surrender your Annuity, on the date the termination or surrender is effective.

#### **AMERICAN SKANDIA'S ANNUITY REWARDS**

This benefit is not available to residents of the State of New York.

#### **VALUING YOUR INVESTMENT**

The following section is added:

**Deferral of Transactions:** If we defer a distribution or transfer from any Fixed Allocation or any fixed annuity payment for more than 10 days, we pay interest using our then current crediting rate for this purpose, which is not less than 3% per year on the amount deferred.

#### **GENERAL INFORMATION**

**Separate Account B:** We reserve the right to add Sub-accounts, eliminate Sub-accounts, to combine Sub-accounts, or to substitute underlying mutual funds or portfolios of underlying mutual funds. In addition to obtaining prior approval from the insurance department of our state of domicile before making such a substitution, deletion or addition, any such changes are subject to the approval of the Superintendent of Insurance for the State of New York.

Contract described herein is no longer available for sale.

## APPENDIX E – PERFORMANCE ADVANTAGE

### AMERICAN SKANDIA'S PERFORMANCE ADVANTAGE

American Skandia's Performance Advantage was offered, in those states where approved, between May 15, 1999 and October 22, 2000. The description below of the Performance Advantage benefit applies to those Contract Owners who purchased an Annuity during that time period when the Performance Advantage feature was offered.

#### GLOSSARY OF TERMS

When determining the Account Value and Surrender Value of the Annuity, both amounts will not include any Target Value Credits (described below) that we are entitled to recover upon Surrender of your Annuity.

#### DO YOU PROVIDE ANY GUARANTEES ON MY INVESTMENT?

The Annuity provides variable investment options and fixed investment options. Only the fixed investment options provide a guaranteed return on your investment, subject to certain terms and conditions. However, your Annuity includes a feature at no additional cost that provides certain benefits if your Account Value has not reached or exceeded a "target value" on its 10<sup>th</sup> anniversary. If, on the 10<sup>th</sup> anniversary of your Annuity's Issue Date, your Account Value has not reached the target value (as defined below) you can choose either of the following benefits:

- You may continue your Annuity without electing to receive Annuity payments and receive an annual credit to your Account Value payable until you begin receiving Annuity payments. The credit is equal to 0.25% of the average of your Annuity's Account Value for the preceding four complete calendar quarters. This credit is applied to your investment options pro-rata based on the allocation of your then current Account Value.

OR

- You may begin receiving Annuity payments within one year and accept a one-time credit to your Annuity equal to 10% of the net of the Account Value on the 10<sup>th</sup> anniversary of its Issue Date minus the sum of all Purchase Payments allocated in the prior five years. The annuity option you select must initially guarantee payments for not less than seven years.

Following the 10<sup>th</sup> anniversary of your Annuity's Issue Date, we will inform you if your Account Value did not meet or exceed the Target Value. We will assume that you have elected to receive the annual credit to your Account Value unless, not less than 30 days prior to the next anniversary of the Annuity, we receive at our home office your election to begin receiving Annuity payments.

Certain provisions of this benefit and of the Target Value Credits described below may differ if you purchase your Annuity as part of an exchange, replacement or transfer, in whole or in part, from any other Annuity we issue.

#### WHAT IS THE "TARGET VALUE" AND HOW IS IT CALCULATED?

The Target Value is a tool used to determine whether you are eligible to elect either of the benefits described above. The Target Value does not impact the Account Value available if you surrender your Annuity or make a partial withdrawal and does not impact the Death Benefit available to your Beneficiary(ies). The Target Value assumes a rate of return over ten (10) Annuity Years that will allow your initial investment to double in value, adjusted for any withdrawals and/or additional Purchase Payments you make during the 10 year period. We calculate the "Target Value" as follows:

1. Accumulate the initial Purchase Payment at an annual interest rate of 7.2% until the 10<sup>th</sup> anniversary of the Annuity's Issue Date; plus
2. Accumulate any additional Purchase Payments at an annual interest rate of 7.2% from the date applied until the 10<sup>th</sup> anniversary of the Annuity's Issue Date; minus
3. Each "proportional reduction" resulting from any withdrawal, accumulating at an annual interest rate of 7.2% from the date the withdrawal is processed until the 10<sup>th</sup> anniversary of the Annuity's Issue Date. We determine each "proportional reduction" by determining the percentage of your Account Value then withdrawn and reducing the Target Value by that same percentage. We include any withdrawals under your Annuity in this calculation, as well as the charge we deduct for any optional benefits you elect under the Annuity, but not the charge we deduct for the Annual Maintenance Fee or the Transfer Fee.

#### Examples

1. Assume you make an initial Purchase Payment of \$10,000 and make no further Purchase Payments. The Target Value on the 10<sup>th</sup> anniversary of your Annuity's Issue Date would be \$20,042, assuming no withdrawals are made. This is equal to \$10,000 accumulating at an annual rate of 7.2% for the 10-year period.

2. Assume you make an initial Purchase Payment of \$10,000 and make no further Purchase Payments. Assume at the end of Year 6, your Account Value has increased to \$15,000 and you make a withdrawal of 10% or \$1,500. The Target Value on the 10<sup>th</sup> anniversary would be \$18,722. This is equal to \$10,000 accumulating at an annual rate of 7.2% for the 10-year period, minus the proportional reduction accumulating at an annual interest rate of 7.2%.

#### **CAN I RESTART THE 10-YEAR TARGET VALUE CALCULATION?**

Yes, you can elect to lock in the growth in your Annuity by "restarting" the 10-year period on any anniversary of the Issue Date. If you elect to restart the calculation period, we will treat your Account Value on the restart date as if it was your Purchase Payment when determining if your Annuity's Account Value meets or exceeds the Target Value on the appropriate tenth (10<sup>th</sup>) anniversary. You may elect to restart the calculation more than once, in which case, the 10-year calculation period will begin on the date of the last restart date. We must receive your election to restart the calculation at our home office not later than 30 days after each anniversary of the Issue Date.

#### **WHAT ARE TARGET VALUE CREDITS?**

Target Value Credits are additional amounts that we apply to your Account Value to increase the likelihood that your Account Value will meet or exceed the Target Value. We add Target Value Credits to your Account Value at the time a Purchase Payment is applied to your Annuity. Only those Purchase Payments made before the first anniversary of the Issue Date of your Annuity are eligible to receive Target Value Credits.

The amount of the Target Value Credit is equal to 1.0% of each qualifying Purchase Payment. Target Value Credits are only payable on qualifying Purchase Payments if the Owner(s) of the Annuity is(are) less than age 81 on its Issue Date. If the Annuity is owned by an entity, the age restriction applies to the age of the Annuitant on the Issue Date. The Target Value Credit is payable from our general account and is allocated to the investment options in the same ratio that the qualifying Purchase Payment is allocated.

Target Value Credits will not be available if you purchase your Annuity as part of an exchange, replacement or transfer, in whole or in part, of an Annuity we issued that has the same or a similar benefit.

The amount of any Target Value Credits are not immediately vested and can be recovered by American Skandia under the circumstances and for the time periods shown below. If American Skandia exercises its right to recover the amount of any Target Value Credit, any investment gain on the Target Value Credit will not be taken back.

1. If you surrender your Annuity before the 10<sup>th</sup> anniversary of the Issue Date of the Annuity.
2. If you elect to begin receiving Annuity payments before the first anniversary of the Issue Date.
3. If a person on whose life we pay the Death Benefit dies, or if a "contingency event" occurs which triggers a medically-related surrender:
  - within 12 months after the date a Target Value Credit was allocated to your Account Value; or
  - within 10 years after the date a Target Value Credit was allocated to your Account Value if any owner was over age 70 on the Issue Date, or, if the Annuity was then owned by an entity, the Annuitant was over age 70 on the Issue Date.

Following completion of the above time periods, the amount of any Target Value Credits are vested in the Owner.

## APPENDIX F - PLUS40™ OPTIONAL LIFE INSURANCE RIDER

American Skandia's Plus40™ Optional Life Insurance Rider was offered, in those states where approved, between September 17, 2001 and May 1, 2003. The description below of the Plus40™ benefit applies to those Contract Owners who purchased an Annuity during that time period and elected the Plus40™ benefit.

The life insurance coverage provided under the Plus40™ Optional Life Insurance Rider ("Plus40™ rider" or the "Rider") is supported by American Skandia's general account and is not subject to, or registered as a security under, either the Securities Act of 1933 or the Investment Company Act of 1940. Information about the Plus40™ rider is included as an Appendix to this Prospectus to help you understand the Rider and the relationship between the Rider and the value of your Annuity. It is also included because you can elect to pay for the Rider with taxable withdrawals from your Annuity. The staff of the Securities and Exchange Commission has not reviewed this information. However, the information may be subject to certain generally applicable provisions of the Federal securities laws regarding accuracy and completeness.

The income tax-free life insurance payable to your Beneficiary(ies) under the Plus40™ rider is equal to 40% of the Account Value of your Annuity as of the date we receive due proof of death, subject to certain adjustments, restrictions and limitations described below.

### ELIGIBILITY

The Plus40™ rider may be purchased as a rider on your Annuity. The Rider must cover those persons upon whose death the Annuity's death benefit becomes payable – the Annuity's owner or owners, or the Annuitant (in the case of an entity owned Annuity). If the Annuity has two Owners, the Rider's death benefit is payable upon the first death of such persons. If the Annuity is owned by an entity, the Rider's death benefit is payable upon the death of the Annuitant, even if a Contingent Annuitant is named.

The minimum allowable age to purchase the Plus40™ rider is 40; the maximum allowable age is 75. If the Rider is purchased on two lives, both persons must meet the age eligibility requirements. The Plus40™ rider is not available to purchasers who use their Annuity as a funding vehicle for a Tax Sheltered Annuity (or 403(b)) or as a funding vehicle for a qualified plan under Section 401 of the Internal Revenue Code ("Code").

### ADJUSTMENTS, RESTRICTIONS & LIMITATIONS

- If you die during the first 24 months following the effective date of the Plus40™ rider (generally, the Issue Date of your Annuity), the death benefit will be limited to the amount of any charges paid for the Rider while it was in effect. *While we will return the charges you have paid during the applicable period as the death benefit, your Beneficiary(ies) will receive no additional life insurance benefit from the Plus40™ rider if you die within 24 months of its effective date.*
- If you make a Purchase Payment within 24 months prior to the date of death, the Account Value used to determine the amount of the death benefit will be reduced by the amount of such Purchase Payment(s). If we reduce the death benefit payable under the Plus40™ rider based on this provision, we will return 50% of any charges paid for the Rider based on those Purchase Payments as an additional amount included in the death benefit under the Rider.
- If we apply Credits to your Annuity based on Purchase Payments, such Credits are treated as Account Value for purposes of determining the death benefit payable under the Plus40™ rider. However, if Credits were applied to Purchase Payments made within 24 months prior to the date of death, the Account Value used to determine the amount of the death benefit will be reduced by the amount of such Credits. If we reduce the death benefit payable under the Plus40™ rider based on this provision, we will return 50% of any charges paid for the Rider based on such Credits as an additional amount included in the death benefit under the Rider.
- If you become terminally ill (as defined in the Rider) and elect to receive a portion of the Plus40™ rider's death benefit under the Accelerated Death Benefit provision, the amount that will be payable under the Rider upon your death will be reduced. Please refer to the Accelerated Death Benefit provision described below.
- If charges for the Plus40™ rider are due and are unpaid as of the date the death benefit is being determined, such charges will be deducted from the amount paid to your Beneficiary(ies).
- If the age of any person covered under the Plus40™ rider is misstated, we will adjust any coverage under the Rider to conform to the facts. For example, if, due to the misstatement, we overcharged you for coverage under the Rider, we will add any additional charges paid to the amount payable to your Beneficiary(ies). If, due to the misstatement, we undercharged you for

coverage under the Rider, we will reduce the death benefit in proportion to the charges not paid as compared to the charges that would have been paid had there been no misstatement.

- On or after an Owner reaches the expiry date of the Rider (the anniversary of the Annuity's Issue Date on or immediately after the 95<sup>th</sup> birthday), coverage will terminate. No charge will be made for an Owner following the expiry date. If there are two Owners, the expiry date applies separately to each Owner; therefore, coverage may continue for one Owner and terminate as to the other Owner.

**MAXIMUM BENEFIT**

The Plus40<sup>TM</sup> rider is subject to a Maximum Death Benefit Amount based on the Purchase Payments applied to your Annuity. The Plus40<sup>TM</sup> rider may also be subject to a Per Life Maximum Benefit that is based on all amounts paid under any annuity contract we issue to you under which you have elected the Plus40<sup>TM</sup> rider or similar life insurance coverage.

- The Maximum Death Benefit Amount is 100% of the Purchase Payments increasing at 5% per year following the date each Purchase Payment is applied to the Annuity until the date of death. If Purchase Payments are applied to the Annuity within 24 months prior to the date of death, the Maximum Death Benefit Amount is decreased by the amount of such Purchase Payments.
- The Per Life Maximum Benefit applies to Purchase Payments applied to any such annuity contracts more than 24 months from the date of death that exceed \$1,000,000. If you make Purchase Payments in excess of \$1,000,000, we will reduce the aggregate death benefit payable under all Plus40<sup>TM</sup> riders, or similar riders issued by us, based on the combined amount of Purchase Payments in excess of \$1,000,000 multiplied by 40%. If the Per Life Maximum Benefit applies, we will reduce the amount payable under each applicable Plus40<sup>TM</sup> rider on a pro-rata basis. If the Per Life Maximum Benefit applies upon your death, we will return any excess charges that you paid on the portion of your Account Value on which no benefit is payable. *The Per Life Maximum Benefit does not limit the amount of Purchase Payments that you may apply to your Annuity.*

**ACCELERATED DEATH BENEFIT PROVISION**

If you become terminally ill, you may request that a portion of the death benefit payable under the Plus40<sup>TM</sup> rider be prepaid instead of being paid to your Beneficiary(ies) upon your death. Subject to our requirements and where allowed by law, we will make a one time, lump sum payment. Our requirements include proof satisfactory to us, in writing, of terminal illness after the Rider's Effective Date.

The maximum we will pay, before any reduction, is the lesser of 50% of the Rider's death benefit or \$100,000. If you elect to accelerate payment of a portion of the death benefit under the Plus40<sup>TM</sup> rider, the amount of the remaining death benefit is reduced by the prepaid amount accumulating at an annualized interest rate of 6.0%. Eligibility for an accelerated payout of a portion of your Plus40<sup>TM</sup> rider death benefit may be more restrictive than any medically-related surrender provision that may be applicable to you under the Annuity.

**CHARGES FOR THE PLUS40<sup>TM</sup> RIDER**

The Plus40<sup>TM</sup> rider has a current charge and a guaranteed maximum charge. The current charge for the Plus40<sup>TM</sup> rider is based on a percentage of your Account Value as of the anniversary of the Issue Date of your Annuity. The applicable percentages differ based on the attained age, last birthday of the Owner(s) or Annuitant (in the case of an entity owned Annuity) as of the date the charge is due. We reserve the right to change the current charge, at any time, subject to regulatory approval where required. If there are two Owners, we calculate the current charge that applies to each Owner individually and deduct the combined amount as the charge for the Rider. There is no charge based on a person's life after coverage expires as to that person. However, a charge will still apply to the second of two Owners (and coverage will continue for such Owner) if such Owner has not reached the expiry date.

Attained Age	Percentage of Account Value
Age 40-75	.80%
Age 76-80	1.60%
Age 81-85	3.20%
Age 86-90	4.80%
Age 91	6.50%
Age 92	7.50%
Age 93	8.50%
Age 94	9.50%
Age 95	10.50%

The charge for the Plus40™ rider may also be subject to a guaranteed maximum charge that will apply if the current charge, when applied to the Account Value, exceeds the guaranteed maximum charge. The guaranteed maximum charge is based on a charge per \$1,000 of insurance.

We determine the charge for the Rider annually, in arrears. We deduct the charge: (1) upon your death; (2) on each anniversary of the Issue Date; (3) on the date that you begin receiving annuity payments; (4) if you surrender your Annuity other than a medically-related surrender; or (5) if you choose to terminate the Rider. If the Rider terminates for any of the preceding reasons on a date other than the anniversary of the Annuity's Issue Date, the charge will be prorated. During the first year after the Annuity's Issue Date, the charge will be prorated from the Issue Date. In all subsequent years, the charge will be prorated from the last anniversary of the Issue Date.

You can elect to pay the annual charge through a redemption from your Annuity's Account Value or through funds other than those within the Annuity. If you do not elect a method of payment, we will automatically deduct the annual charge from your Annuity's Account Value. The manner in which you elect to pay for the Rider may have tax implications.

- If you elect to pay the charge through a redemption of your Annuity's Account Value, the withdrawal will be treated as a taxable distribution, and will generally be subject to ordinary income tax on the amount of any investment gain withdrawn. If you are under age 59½, the distribution may also be subject to a 10% penalty on any gain withdrawn, in addition to ordinary income taxes. We first deduct the amount of the charge pro-rata from the Account Value in the variable investment options. We only deduct the charge pro-rata from the Fixed Allocations to the extent there is insufficient Account Value in the variable investment options to pay the charge.
- If you elect to pay the charge through funds other than those from your Annuity, we require that payment be made electronically in U.S. currency through a U.S. financial institution. If you elect to pay the charge through electronic transfer of funds and payment has not been received within 31 days from the due date, we will deduct the charge as a redemption from your Annuity, as described above.

#### TERMINATION

You can terminate the Plus40™ rider at any time. Upon termination, you will be required to pay a pro-rata portion of the annual charge for the Rider. The Plus40™ rider will terminate automatically on the date your Account Value is applied to begin receiving annuity payments, on the date you surrender the Annuity or, on the expiry date with respect to such person who reaches the expiry date. We may also terminate the Plus40™ rider, if necessary, to comply with our interpretation of the Code and applicable regulations. Once terminated, you may not reinstate your coverage under the Plus40™ rider.

#### CHANGES IN ANNUITY DESIGNATIONS

Changes in ownership and annuitant designations under the Annuity may result in changes in eligibility and charges under the Plus40™ rider. These changes may include termination of the Rider. Please refer to the Rider for specific details.

#### SPOUSAL ASSUMPTION

A spousal beneficiary may elect to assume ownership of the Annuity instead of taking the Annuity's Death Benefit. However, regardless of whether a spousal beneficiary assumes ownership of the Annuity, **the death benefit under the Plus40™ rider will be paid despite the fact that the Annuity will continue.** The spousal beneficiary can apply the death benefit proceeds under the Plus40™ rider to the Annuity as a new Purchase Payment, can purchase a new annuity contract or use the death benefit proceeds for any other purpose. Certain restrictions may apply to an Annuity that is used as a qualified investment. Spousal beneficiaries may also be eligible to purchase the Plus40™ rider, in which case the Annuity's Account Value, as of the date the assumption is effective, will be treated as the initial Purchase Payment under applicable provisions of the Rider.

#### TAX CONSIDERATION

The Plus40™ rider was designed to qualify as a life insurance contract under the Code. As life insurance, under most circumstances, the Beneficiary(ies) does not pay any Federal income tax on the death benefit payable under the Rider.

If your Annuity is being used as an Individual Retirement Annuity (IRA), we consider the Plus40™ rider to be outside of your IRA, since premium for the Rider is paid for either with funds outside of your Annuity or with withdrawals previously subject to tax and any applicable tax penalty.

We believe payments under the accelerated payout provision of the Rider will meet the requirements of the Code and the regulations in order to qualify as tax-free payments. To the extent permitted by law, we will change our procedures in relation to the Rider, or the definition of terminally ill, or any other applicable term in order to maintain the tax-free status of any amounts paid out under the accelerated payout provision.

## APPENDIX G – DESCRIPTION AND CALCULATION OF THE ENHANCED BENEFICIARY PROTECTION OPTIONAL DEATH BENEFIT AND THE GUARANTEED MINIMUM DEATH BENEFIT

If you purchased your Annuity before November 18, 2002 and were not a resident of the State of New York, the optional Enhanced Beneficiary Protection and Guaranteed Minimum Death Benefits are as follows:

### *Enhanced Beneficiary Protection Optional Death Benefit*

The Enhanced Beneficiary Protection Optional Death Benefit can provide additional amounts to your Beneficiary that may be used to offset federal and state taxes payable on any taxable gains in your Annuity at the time of your death. Whether this benefit is appropriate for you may depend on your particular circumstances, including other financial resources that may be available to your Beneficiary to pay taxes on your Annuity should you die during the accumulation period. No benefit is payable if death occurs on or after the Annuity Date.

**The Enhanced Beneficiary Protection Optional Death Benefit provides a benefit that is payable in addition to the basic Death Benefit.** If the Annuity has one Owner, the Owner must be age 75 or less at the time the benefit is purchased. If the Annuity has joint Owners, the oldest Owner must be age 75 or less. If the Annuity is owned by an entity, the Annuitant must be age 75 or less.

### **Calculation of Enhanced Beneficiary Protection Optional Death Benefit**

If you purchase the Enhanced Beneficiary Protection Optional Death Benefit, the Death Benefit is calculated as follows:

1. the basic Death Benefit described above

**PLUS**

2. 50% of the "**Death Benefit Amount**" less Purchase Payments reduced by proportional withdrawals.

**"Proportional withdrawals"** are determined by calculating the percentage of your Account Value that each prior withdrawal represented when withdrawn.

**"Death Benefit Amount"** includes your Account Value and any amounts added to your Account Value under the basic Death Benefit when the Death Benefit is calculated. Under the basic Death Benefit, amounts are added to your Account Value when the Account Value is less than Purchase Payments minus proportional withdrawals.

**The Enhanced Beneficiary Protection Optional Death Benefit is subject to a maximum of 50% of all Purchase Payments applied to the Annuity at least 12 months prior to the death of the decedent that triggers the payment of the Death Benefit.**

**Please refer to the section entitled "Tax Considerations" for a discussion of special tax considerations for purchasers of this benefit.**

**NOTE: You may not elect the Enhanced Beneficiary Protection Optional Death Benefit if you have elected any other Optional Death Benefit.**

### *Guaranteed Minimum Death Benefit*

If the Annuity has one Owner, the Owner must be age 80 or less at the time the optional Death Benefit is purchased. If the Annuity has joint Owners, the oldest Owner must be age 80 or less. If the Annuity is owned by an entity, the Annuitant must be age 80 or less.

### **Key Terms Used with the Guaranteed Minimum Death Benefit**

- The Death Benefit Target Date is the contract anniversary on or after the 80<sup>th</sup> birthday of the current Owner, the oldest of either joint Owner or the Annuitant, if entity owned.
- The Highest Anniversary Value equals the highest of all previous "Anniversary Values" on or before the earlier of the Owner's date of death and the "Death Benefit Target Date".

- The Anniversary Value is the Account Value as of each anniversary of the Issue Date plus the sum of all Purchase Payments on or after such anniversary less the sum of all "Proportional Reductions" since such anniversary.
- A Proportional Reduction is a reduction to the value being measured caused by a withdrawal, equaling the percentage of the withdrawal as compared to the Account Value as of the date of the withdrawal. For example, if your Account Value is \$10,000 and you withdraw \$2,000 (a 20% reduction), we will reduce both your Anniversary Value and the amount determined by Purchase Payments increasing at the appropriate interest rate by 20%.

### **Calculation of Guaranteed Minimum Death Benefit**

The Guaranteed Minimum Death Benefit depends on whether death occurs before or after the Death Benefit Target Date.

*If the Owner dies before the Death Benefit Target Date, the Death Benefit equals the greatest of:*

1. the Account Value in the Sub-accounts plus the Interim Value of any Fixed Allocations (no MVA) as of the date we receive in writing "due proof of death"; and
2. the sum of all Purchase Payments minus the sum of all Proportional Reductions, each increasing daily until the Owner's date of death at a rate of 5.0%, subject to a limit of 200% of the difference between the sum of all Purchase Payments and the sum of all withdrawals as of the Owner's date of death; and
3. the "Highest Anniversary Value" on or immediately preceding the Owner's date of death.

The amount determined by this calculation is increased by any Purchase Payments received after the Owner's date of death and decreased by any Proportional Reductions since such date.

*If the Owner dies on or after the Death Benefit Target Date, the Death Benefit equals the greater of:*

1. the Account Value as of the date we receive in writing "due proof of death" (an MVA may be applicable to amounts in any Fixed Allocations); and
2. the greater of Item 2 & 3 above on the Death Benefit Target Date plus the sum of all Purchase Payments less the sum of all Proportional Reductions since the Death Benefit Target Date.

### **Annuities with joint Owners**

For Annuities with Joint Owners, the Death Benefit is calculated as shown above except that the age of the oldest of the Joint Owners is used to determine the Death Benefit Target Date. NOTE: If you and your spouse own the Annuity jointly, we will pay the Death Benefit to the Beneficiary. If the sole primary Beneficiary is the surviving spouse, then the surviving spouse can elect to assume ownership of the Annuity and continue the contract instead of receiving the Death Benefit.

### **Annuities owned by entities**

For Annuities owned by an entity, the Death Benefit is calculated as shown above except that the age of the Annuitant is used to determine the Death Benefit Target Date. Payment of the Death Benefit is based on the death of the Annuitant (or Contingent Annuitant, if applicable).

### **Can I terminate the optional Death Benefits? Do the optional Death Benefits terminate under other circumstances?**

You can terminate the Enhanced Beneficiary Protection Optional Death Benefit and the Guaranteed Minimum Death Benefit at any time. Upon termination, you will be required to pay a pro-rata portion of the annual charge for the benefit. Both optional Death Benefits will terminate automatically on the Annuity Date. We may also terminate any optional Death Benefit if necessary to comply with our interpretation of the Code and applicable regulations.

### **What are the charges for the optional Death Benefits?**

We deduct a charge from your Account Value if you elect to purchase either optional Death Benefit. The Enhanced Beneficiary Protection Death Benefit costs 0.25% of Account Value. The Guaranteed Minimum Death Benefit costs 0.30% of the current Death Benefit. The charges for these death benefits are deducted in arrears each Annuity Year. No charge applies after the Annuity Date.

We deduct the charge:

1. on each anniversary of the Issue Date;
2. when Account Value is transferred to our general account prior to the Annuity Date;
3. if you surrender your Annuity; and
4. if you choose to terminate the benefit (Enhanced Beneficiary Protection Optional Death Benefit only).

If you surrender the Annuity, elect to begin receiving annuity payments or terminate the benefit on a date other than an anniversary of the Issue Date, the charge will be prorated. During the first year after the Issue Date, the charge will be prorated from the Issue Date. In all subsequent years, it would be prorated from the last anniversary of the Issue Date.

We first deduct the amount of the charge pro-rata from the Account Value in the variable investment options. We only deduct the charge pro-rata from the Fixed Allocations to the extent there is insufficient Account Value in the variable investment options to pay the charge. If your Annuity's Account Value is insufficient to pay the charge, we may deduct your remaining Account Value and terminate your Annuity. We will notify you if your Account Value is insufficient to pay the charge and allow you to submit an additional Purchase Payment to continue your Annuity.

Please refer to the section entitled "Tax Considerations" for additional considerations in relation to the optional Death Benefit.

## **ADDITIONAL CALCULATIONS**

### **Examples of Enhanced Beneficiary Protection Optional Death Benefit Calculation**

The following are examples of how the Enhanced Beneficiary Protection Optional Death Benefit is calculated. Each example assumes that a \$50,000 initial Purchase Payment is made and that no withdrawals are made prior to the Owner's death. Each example assumes that there is one Owner who is age 50 on the Issue Date and that all Account Value is maintained in the variable investment options.

#### *Example with market increase*

Assume that the Owner's Account Value has been increasing due to positive market performance. On the date we receive due proof of death, the Account Value is \$75,000. The basic Death Benefit is calculated as Purchase Payments minus proportional withdrawals, or Account Value, which ever is greater. Therefore, the basic Death Benefit is equal to \$75,000. The Enhanced Beneficiary Protection Optional Death Benefit is equal to the amount payable under the basic Death Benefit (\$75,000) **PLUS** 50% of the "Death Benefit Amount" less Purchase Payments reduced by proportional withdrawals.

Purchase Payments =	\$50,000
Account Value =	\$75,000
Basic Death Benefit =	\$75,000
Death Benefit Amount =	$\$75,000 - \$50,000 = \$25,000$

Amount Payable Under Enhanced Beneficiary Protection Optional Death Benefit =  $\$75,000 + \$12,500 = \$87,500$

#### *Examples with market decline*

Assume that the Owner's Account Value has been decreasing due to declines in market performance. On the date we receive due proof of death, the Account Value is \$45,000. The basic Death Benefit is calculated as Purchase Payments minus proportional withdrawals, or Account Value, which ever is greater. Therefore, the basic Death Benefit is equal to \$50,000. The Enhanced Beneficiary Protection Optional Death Benefit is equal to the amount payable under the basic Death Benefit (\$50,000) **PLUS** 50% of the "Death Benefit Amount" less Purchase Payments reduced by proportional withdrawals.

Purchase Payments =	\$50,000
Account Value =	\$40,000
Basic Death Benefit =	\$50,000
Death Benefit Amount =	$\$50,000 - \$50,000 = \$0$

Amount Payable Under Enhanced Beneficiary Protection Optional Death Benefit =  $\$50,000 + \$0 = \$50,000$

**In this example you would receive no additional benefit from purchasing the Enhanced Beneficiary Protection Optional Death Benefit.**

### **Examples of Guaranteed Minimum Death Benefit Calculation**

The following are examples of how the Guaranteed Minimum Death Benefit is calculated. Each example assumes that a \$50,000 initial Purchase Payment is made and that no withdrawals are made prior to the Owner's death. Each example assumes that there is one Owner who is age 50 on the Issue Date and that all Account Value is maintained in the variable investment options.

#### *Example of market increase*

Assume that the Owner's Account Value has generally been increasing due to positive market performance. On the date we receive due proof of death, the Account Value is \$90,000. The Highest Anniversary Value at the end of any previous period is \$72,000. The Death Benefit would be the Account Value (\$90,000) because it is greater than the Highest Anniversary Value (\$72,000) or the sum of prior Purchase Payments increased by 5.0% annually (\$73,872.77).

*Example of market decrease*

Assume that the Owner's Account Value generally increased until the fifth anniversary but generally has been decreasing since the fifth contract anniversary. On the date we receive due proof of death, the Account Value is \$48,000. The Highest Anniversary Value at the end of any previous period is \$54,000. The Death Benefit would be the sum of prior Purchase Payments increased by 5.0% annually (\$73,872.77) because it is greater than the Highest Anniversary Value (\$54,000) or the Account Value (\$48,000).

*Example of market increase followed by decrease*

Assume that the Owner's Account Value increased significantly during the first six years following the Issue Date. On the sixth anniversary date the Account Value is \$90,000. During the seventh Annuity Year, the Account Value increases to as high as \$100,000 but then subsequently falls to \$80,000 on the date we receive due proof of death. The Death Benefit would be the Highest Anniversary Value at the end of any previous period (\$90,000), which occurred on the sixth anniversary, although the Account Value was higher during the subsequent period. The Account Value on the date we receive due proof of death (\$80,000) is lower, as is the sum of all prior Purchase Payments increased by 5.0% annually (\$73,872.77).

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PLEASE SEND ME A STATEMENT OF ADDITIONAL INFORMATION THAT CONTAINS FURTHER DETAILS ABOUT THE AMERICAN SKANDIA ANNUITY DESCRIBED IN PROSPECTUS ASAP2-PROS (05/2003).

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(print your name)

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(address)

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(city/state/zip code)

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Variable Annuity Issued by:

AMERICAN SKANDIA LIFE  
ASSURANCE CORPORATION  
One Corporate Drive  
Shelton, Connecticut 06484  
Telephone: 1-800-766-4530  
<http://www.americanskandia.com>

Variable Annuity Distributed by:

AMERICAN SKANDIA  
MARKETING, INCORPORATED  
One Corporate Drive  
Shelton, Connecticut 06484  
Telephone: 203-926-1888  
<http://www.americanskandia.com>

**MAILING ADDRESSES:**

AMERICAN SKANDIA – VARIABLE ANNUITIES  
P.O. Box 7040  
Bridgeport, CT 06601-7040

*EXPRESS MAIL:*  
AMERICAN SKANDIA – VARIABLE ANNUITIES  
One Corporate Drive  
Shelton, CT 06484

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## American Skandia's Privacy Policy

At American Skandia<sup>1</sup>, the basic principles of our privacy policy, described in more detail below, are (1) **American Skandia does not sell any of your information** and (2) **American Skandia shares your nonpublic personal information only to the extent necessary to provide and administer our products and services to you and to make you aware of new products and services**. Unless we receive authorization from you or are required or permitted to do so under law, we do not otherwise share your nonpublic personal information.

This privacy policy applies to all of American Skandia's products and services (including Annuities, Life Insurance, Mutual Funds and Mutual Fund Wrap), and any future products or services American Skandia may develop or provide to individuals. We reserve the right to change our privacy policy and will keep you informed of any such changes.

### I. Information We May Collect about You

You may provide us with, or we may collect, nonpublic personal information that allows us to provide and administer our products and services. This includes personal **financial** information, (such as net worth and annual income) and personal **health** information, (such as medical history). We only disclose personal health information with your prior written authorization or as otherwise permitted or required by law. Therefore, in the remainder of this notice, unless otherwise noted, references to nonpublic personal information exclude all personal health information.

We collect nonpublic personal information from the following sources:

- Information we receive from you on applications or other forms such as your name, address, and social security number;
- Information about your transactions with us, our affiliates, or others such as your account balances;
- Information we receive from other third parties such as a consumer reporting agency; and
- Information we receive or obtain during your visits to our Web site. We may employ "cookies" while you are visiting our Web site. A "cookie" is a set of information that our web server assigns to your hard drive when you visit our site. Utilizing "cookies" helps us understand what parts of our site you find most useful and where you may be likely to return on our site in the future. If you choose to disable "cookies" you may not be able to utilize our services to the fullest extent.

Please note that publicly available information, except in limited circumstances, is not considered nonpublic personal information.

### II. Information that We May Disclose

We may disclose the nonpublic personal information that we collect as described above. This applies to both current customers and former customers.

We will share this information only to the extent necessary to provide and administer our products and services to you and to make you aware of new products and services. We may also disclose nonpublic personal information about you to affiliated and non-affiliated third parties with your consent or as otherwise may be required or permitted by law. The parties that we disclose nonpublic personal information to must abide by applicable law.

### III. Service Providers/Joint Marketing Agreements

As permitted by law, we may disclose the following information we collect to companies or parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements: information we receive from you on applications and other forms such as your name, address and social security number and information about your transactions with us, our affiliates, or others such as your account balances. These parties are bound by confidentiality terms of our agreements as well as applicable laws.

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<sup>1</sup> For purposes of the following notice, "American Skandia", "we", or "us" refers to American Skandia, Inc.; American Skandia Life Assurance Corporation; American Skandia Marketing, Incorporated; American Skandia Investment Services, Incorporated; American Skandia Information Services and Technology Corporation; American Skandia Fund Services, Inc.; American Skandia Trust; American Skandia Advisor Funds, Inc.; and American Skandia Advisory Services, Inc.

#### **IV. Policies and Practices with respect to Protecting the Confidentiality, Security, and Integrity of Your Information**

We restrict access to nonpublic personal information, including personal health information, about you to those employees who need to know that information to provide products or services to you and as otherwise described above. We maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your nonpublic personal information.

#### **V. Further Information**

You have the right to access your nonpublic personal information we maintain, upon request. You may request correction, amendment or deletion of any information which you believe to be inaccurate. If the information was provided to us by a third party, we will direct you to the third party to correct any information it gave us.

Please submit any inquiries to us at:

**Variable Annuities:** American Skandia Life Assurance Co., P.O. Box 7040, Bridgeport, CT 06601-7040

**Variable Life Insurance:** Variable Life Insurance, American Skandia Life Assurance Co., P.O. Box 7045, Bridgeport, CT 06601-7045

**Mutual Funds:** American Skandia Advisor Funds, P.O. Box 8012, Boston, MA 02266-8012

**Mutual Fund Wrap:** American Skandia Asset Management Portfolios, c/o PFPC Brokerage Services, P.O. Box 61503, King of Prussia, PA 19406-0903

For your security, the request must be signed and your signature notarized. Include all account numbers for which you request information. If you have products or services across multiple platforms, a separate request for each must be sent.

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