

**IMPORTANT INFORMATION DISCLOSURE STATEMENTS**

**SUREPATH<sup>SM</sup> FIXED INDEXED ANNUITY**

[SUREPATH<sup>SM</sup> FIXED INDEXED ANNUITY \(Pages 2 – 9\)](#)

[SUREPATH<sup>SM</sup> FIXED INDEXED ANNUITY - CA \(Pages 10 – 17\)](#)

[SUREPATH<sup>SM</sup> FIXED INDEXED ANNUITY - FL \(Pages 18 – 25\)](#)

[SUREPATH<sup>SM</sup> FIXED INDEXED ANNUITY - NJ \(Pages 26 – 32\)](#)

**SUREPATH<sup>SM</sup> INCOME FIXED INDEXED ANNUITY**

[SUREPATH<sup>SM</sup> INCOME FIXED INDEXED ANNUITY \(Pages 33 – 41\)](#)

[SUREPATH<sup>SM</sup> INCOME FIXED INDEXED ANNUITY – CA \(Pages 42 – 49\)](#)

[SUREPATH<sup>SM</sup> INCOME FIXED INDEXED ANNUITY - FL \(Pages 50 – 58\)](#)

[SUREPATH<sup>SM</sup> INCOME FIXED INDEXED ANNUITY - NJ \(Pages 59 – 64\)](#)

**Service Office Address:**

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

**PRUDENTIAL SUREPATH<sup>SM</sup> FIXED INDEXED ANNUITY**  
**IMPORTANT INFORMATION DISCLOSURE STATEMENT**

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

**What is the Prudential SurePath Annuity?**

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

**Who are the key parties to the Prudential SurePath contract?**

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

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

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

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

**How do I establish a Prudential SurePath Annuity?**

You must work with your Financial Professional to determine if the Prudential SurePath annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the Prudential SurePath annuity. The minimum single premium required to issue a contract is \$25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your Prudential SurePath application are received and (b) 120 days if the product’s minimum premium requirement has been met. If the afore mentioned conditions have not been met within 120 days, we will not issue your contract. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. We will not accept any additional premiums after your contract is issued. Your Financial Professional can provide more information about the Participation and Cap rates currently being offered.

**What if I change my mind about opening a Prudential SurePath Annuity?**

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

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

The Prudential SurePath annuity has two Interest Crediting Strategies available:

- *Fixed Rate Strategy* – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.
- *Point to Point Indexed Strategies*- The Prudential SurePath annuity has two types of Point to Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year and three years for the same Indexed Strategy.

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

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

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

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

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

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

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

- For example, assume you allocate to a 1 Year Index Term or a 3 Year Index Term during different market cycles as shown in the below examples. (Please note: the below chart uses the Point to Point with a Cap Rate Indexed Strategy. The outcome would be similar with the Point to Point with a Participation Rate Indexed Strategy if comparable standards applicable to a Participation Rate Indexed Strategy are used.)

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

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

<sup>1</sup> The "Index Return After 3 Years" is based on comparing the index value at the beginning of year 1 and the index value at the end of year 3

<sup>2</sup> Assumes a 4% cap for the full 3 years, please note 1 Year Point to Point Index Terms can change annually

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

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

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

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

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

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

**How does the downside protection work?**

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

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

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

**What charges are associated with a Prudential SurePath Annuity?**

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

Contract Year	1	2	3	4	5	6	7	8	9	10	11 and Later
7-Year Surrender Charge Period	9%	9%	8%	7%	6%	5%	4%	0%	0%	0%	0%
10-Year Surrender Charge Period	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

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

Each Surrender Charge Period has pros and cons. For example, while an annuity with the 7-Year Surrender Charge Period provides for charge-free access to your total account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for three additional years, an annuity with the 10-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 7-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

**How do I access money from my Prudential SurePath annuity?**

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

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

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your Prudential SurePath annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;

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

### **What happens to my Prudential SurePath contract upon death?**

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

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

### **How do I begin Annuity Payments?**

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

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

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

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

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

### **“Beneficiary” Annuity**

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

limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

### **Federal Tax Status – Tax Considerations**

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

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

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

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

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

Please consult with your tax advisor for more information.

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

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

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

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70½ and must be made for each year thereafter. Roth IRAs are not subject to these rules during the Owner’s lifetime.

Please consult with your tax advisor for more information.

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

## Other Important Information

### **S&P 500®:**

The "S&P 500® Index" is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJI"), and has been licensed for use by Prudential Annuities Life Assurance Corporation. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"). It is not possible to invest directly in an index. Prudential Annuities Life Assurance Corporation's Product(s) are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices do not make any representation or warranty, express or implied, to the owners of the Prudential Annuities Life Assurance Corporation's Product(s) or any member of the public regarding the advisability of investing in securities generally or in Prudential Annuities Life Assurance Corporation's Product(s) particularly or the ability of the S&P 500® Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices only relationship to Prudential Annuities Life Assurance Corporation with respect to the S&P 500® Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P500® Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Prudential Annuities Life Assurance Corporation or the Prudential Annuities Life Assurance Corporation's Product(s). S&P Dow Jones Indices has no obligation to take the needs of Prudential Annuities Life Assurance Corporation or the owners of Prudential Annuities Life Assurance Corporation's Product(s) into consideration in determining, composing or calculating the S&P 500® Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of Prudential Annuities Life Assurance Corporation's Product(s) or the timing of the issuance or sale of Prudential Annuities Life Assurance Corporation's Product(s) or in the determination or calculation of the equation by which Prudential Annuities Life Assurance Corporation's Product(s) is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Prudential Annuities Life Assurance Corporation's Product(s). There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P500® INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OWNERS OF THE PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION'S PRODUCT(S), OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

### **MSCI EAFE:**

THE PRUDENTIAL SUREPATH FIXED INDEXED ANNUITY ("Prudential SurePath") IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. ("MSCI"). ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE "MSCI PARTIES"). THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY PRUDENTIAL. NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY REGARDING THE ADVISABILITY OF INVESTING GENERALLY OR PURCHASING PRUDENTIAL SUREPATH OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO PRUDENTIAL SUREPATH OR THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE

DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF PRUDENTIAL SUREPATH TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH PRUDENTIAL SUREPATH IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS FUND.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES THAT MSCI CONSIDERS RELIABLE, NONE OF THE MSCI PARTIES WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER OF PRUDENTIAL SUREPATH, OWNERS OF THE FUND, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NONE OF THE MSCI PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THE MSCI PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EACH MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE MSCI PARTIES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

No purchaser, seller or holder of this product or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this product without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

Goldman Sachs Voyager

**This fixed indexed annuity is not sponsored, endorsed, sold, guaranteed, underwritten, distributed or promoted by Goldman Sachs & Co. LLC or any of its affiliates, (including Goldman Sachs Asset Management, L.P.), with the exception of any endorsement, sales, distribution or promotion of this product that may occur through its affiliates that are licensed insurance agencies (excluding such affiliates, individually and collectively, "Goldman Sachs").**

**Goldman Sachs makes no representation or warranty, express or implied, regarding the advisability of investing in annuities generally or in fixed indexed annuities or the investment strategy underlying this fixed indexed annuity particularly, the ability of the Goldman Sachs Voyager Index to perform as intended, the merit (if any) of obtaining exposure to the Goldman Sachs Voyager Index or the suitability of purchasing or holding interests in this fixed indexed annuity. Goldman Sachs does not have any obligation to take the needs of the holders of this fixed indexed annuity into consideration in determining, composing or calculating the Goldman Sachs Voyager Index. GOLDMAN SACHS DOES NOT GUARANTEE THE ACCURACY AND/OR COMPLETENESS OF THE GOLDMAN SACHS VOYAGER INDEX OR OF THE METHODOLOGY UNDERLYING THE INDEX, THE CALCULATION OF THE INDEX OR ANY DATA SUPPLIED BY IT FOR USE IN CONNECTION WITH THIS FIXED INDEXED ANNUITY. GOLDMAN SACHS EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.**

There is no guarantee that the index will not underperform some or all of the underlying assets. In particular, the index may have a significant weight in one of those assets at the time of a sudden drop, or no exposure to one of those underlyings at a time it has a strong performance, or a significant weight to the cash component. Different indices with a different set of underlying assets may significantly outperform the selected index. The index is not actively managed and Goldman Sachs does not exercise discretion in constructing, calculating or executing the strategy. For further information and disclosure about the strategy, including relevant risk factors, please refer to the related transaction documentation.

**Service Office Address:**

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

**PRUDENTIAL SUREPATH<sup>SM</sup> FIXED INDEXED ANNUITY**  
**IMPORTANT INFORMATION DISCLOSURE STATEMENT**

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

**What is the Prudential SurePath Annuity?**

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

**Who are the key parties to the Prudential SurePath contract?**

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

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

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

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

**How do I establish a Prudential SurePath Annuity?**

You must work with your Financial Professional to determine if the Prudential SurePath annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the Prudential SurePath annuity. The minimum single premium required to issue a contract is \$25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your Prudential SurePath application are received and (b) 120 days if the product’s minimum premium requirement has been met. If the afore mentioned conditions have not been met within 120 days, we will not issue your contract. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. We will not accept any additional premiums after your contract is issued. Your Financial Professional can provide more information about the Participation and Cap rates currently being offered.

**What if I change my mind about opening a Prudential SurePath Annuity?**

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

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

The Prudential SurePath annuity has two Interest Crediting Strategies available:

- *Fixed Rate Strategy* – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.
- *Point to Point Indexed Strategies*- The Prudential SurePath annuity has two types of Point to Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year and three years for the same Indexed Strategy.

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

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

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

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

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

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

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

- For example, assume you allocate to a 1 Year Index Term or a 3 Year Index Term during different market cycles as shown in the below examples. (Please note: the below chart uses the Point to Point with a Cap Rate Indexed Strategy. The outcome would be similar with the Point to Point with a Participation Rate Indexed Strategy if comparable standards applicable to a Participation Rate Indexed Strategy are used.)

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

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

<sup>1</sup> The "Index Return After 3 Years" is based on comparing the index value at the beginning of year 1 and the index value at the end of year 3

<sup>2</sup> Assumes a 4% cap for the full 3 years, please note 1 Year Point to Point Index Terms can change annually

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

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

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

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

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

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

**How does the downside protection work?**

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

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

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

**What charges are associated with a Prudential SurePath Annuity?**

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

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

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

Each Surrender Charge Period has pros and cons. For example, while an annuity with the 7-Year Surrender Charge Period provides for charge-free access to your total account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for three additional years, an annuity with the 10-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 7-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

**How do I access money from my Prudential SurePath annuity?**

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

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

The MVA and Surrender Charge do not apply to:

- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;

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

### **What happens to my Prudential SurePath contract upon death?**

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

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

### **How do I begin Annuity Payments?**

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

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

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

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

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

### **“Beneficiary” Annuity**

You may purchase a Prudential SurePath annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. You may transfer the proceeds of the decedent's account into a Prudential SurePath annuity and receive required distributions. We will issue the Prudential SurePath annuity in the name of the decedent for your benefit. You must take required distributions at least annually which we will calculate based on the applicable life expectancy in the year of the decedent's death using Table 1 in IRS Publication 590-B. We will not assess a Surrender Charge or MVA on Withdrawals taken as a required distribution if the Withdrawal is taken after December 31 of the first contract year and the

amount of the Withdrawal is calculated by Prudential based solely on the value of your Prudential SurePath annuity. Additional limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

### **Federal Tax Status – Tax Considerations**

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

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

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

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

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

Please consult with your tax advisor for more information.

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

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

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

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70½ and must be made for each year thereafter. Roth IRAs are not subject to these rules during the Owner’s lifetime.

Please consult with your tax advisor for more information.

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

## Other Important Information

### **S&P 500®:**

The "S&P 500® Index" is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJI"), and has been licensed for use by Prudential Annuities Life Assurance Corporation. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"). It is not possible to invest directly in an index. Prudential Annuities Life Assurance Corporation's Product(s) are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices do not make any representation or warranty, express or implied, to the owners of the Prudential Annuities Life Assurance Corporation's Product(s) or any member of the public regarding the advisability of investing in securities generally or in Prudential Annuities Life Assurance Corporation's Product(s) particularly or the ability of the S&P 500® Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices only relationship to Prudential Annuities Life Assurance Corporation with respect to the S&P 500® Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P500® Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Prudential Annuities Life Assurance Corporation or the Prudential Annuities Life Assurance Corporation's Product(s). S&P Dow Jones Indices has no obligation to take the needs of Prudential Annuities Life Assurance Corporation or the owners of Prudential Annuities Life Assurance Corporation's Product(s) into consideration in determining, composing or calculating the S&P 500® Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of Prudential Annuities Life Assurance Corporation's Product(s) or the timing of the issuance or sale of Prudential Annuities Life Assurance Corporation's Product(s) or in the determination or calculation of the equation by which Prudential Annuities Life Assurance Corporation's Product(s) is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Prudential Annuities Life Assurance Corporation's Product(s). There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P500® INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OWNERS OF THE PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION'S PRODUCT(S), OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

### **MSCI EAFE:**

THE PRUDENTIAL SUREPATH FIXED INDEXED ANNUITY ("Prudential SurePath") IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. ("MSCI"). ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE "MSCI PARTIES"). THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY PRUDENTIAL. NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY REGARDING THE ADVISABILITY OF INVESTING GENERALLY OR PURCHASING PRUDENTIAL SUREPATH OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO PRUDENTIAL SUREPATH OR THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE

ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF PRUDENTIAL SUREPATH TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH PRUDENTIAL SUREPATH IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS FUND.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES THAT MSCI CONSIDERS RELIABLE, NONE OF THE MSCI PARTIES WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER OF PRUDENTIAL SUREPATH, OWNERS OF THE FUND, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NONE OF THE MSCI PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THE MSCI PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EACH MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE MSCI PARTIES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

No purchaser, seller or holder of this product or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this product without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

Goldman Sachs Voyager

**This fixed indexed annuity is not sponsored, endorsed, sold, guaranteed, underwritten, distributed or promoted by Goldman Sachs & Co. LLC or any of its affiliates, (including Goldman Sachs Asset Management, L.P.), with the exception of any endorsement, sales, distribution or promotion of this product that may occur through its affiliates that are licensed insurance agencies (excluding such affiliates, individually and collectively, "Goldman Sachs"). Goldman Sachs makes no representation or warranty, express or implied, regarding the advisability of investing in annuities generally or in fixed indexed annuities or the investment strategy underlying this fixed indexed annuity particularly, the ability of the Goldman Sachs Voyager Index to perform as intended, the merit (if any) of obtaining exposure to the Goldman Sachs Voyager Index or the suitability of purchasing or holding interests in this fixed indexed annuity. Goldman Sachs does not have any obligation to take the needs of the holders of this fixed indexed annuity into consideration in determining, composing or calculating the Goldman Sachs Voyager Index. GOLDMAN SACHS DOES NOT GUARANTEE THE ACCURACY AND/OR COMPLETENESS OF THE GOLDMAN SACHS VOYAGER INDEX OR OF THE METHODOLOGY UNDERLYING THE INDEX, THE CALCULATION OF THE INDEX OR ANY DATA SUPPLIED BY IT FOR USE IN CONNECTION WITH THIS FIXED INDEXED ANNUITY. GOLDMAN SACHS EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.**

**There is no guarantee that the index will not underperform some or all of the underlying assets. In particular, the index may have a significant weight in one of those assets at the time of a sudden drop, or no exposure to one of those underlyings at a time it has a strong performance, or a significant weight to the cash component. Different indices with a different set of underlying assets may significantly outperform the selected index. The index is not actively managed and Goldman Sachs does not exercise discretion in constructing, calculating or executing the strategy. For further information and disclosure about the strategy, including relevant risk factors, please refer to the related transaction documentation. The index was launched on June 7, 2019.**

**Service Office Address:**

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

**PRUDENTIAL SUREPATH<sup>SM</sup> FIXED INDEXED ANNUITY**  
**IMPORTANT INFORMATION DISCLOSURE STATEMENT**

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

**What is the Prudential SurePath Annuity?**

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

**Who are the key parties to the Prudential SurePath contract?**

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

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

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

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

**How do I establish a Prudential SurePath Annuity?**

You must work with your Financial Professional to determine if the Prudential SurePath annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the Prudential SurePath annuity. The minimum single premium required to issue a contract is \$25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your Prudential SurePath application are received and (b) 120 days if the product’s minimum premium requirement has been met. If the afore mentioned conditions have not been met within 120 days, we will not issue your contract. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. We will not accept any additional premiums after your contract is issued. Your Financial Professional can provide more information about the Participation and Cap rates currently being offered.

**What if I change my mind about opening a Prudential SurePath Annuity?**

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

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

The Prudential SurePath annuity has two Interest Crediting Strategies available:

- *Fixed Rate Strategy* – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.
- *Point to Point Indexed Strategies*- The Prudential SurePath annuity has two types of Point to Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year and three years for the same Indexed Strategy.

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

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

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

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

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

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

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

- For example, assume you allocate to a 1 Year Index Term or a 3 Year Index Term during different market cycles as shown in the below examples. (Please note: the below chart uses the Point to Point with a Cap Rate Indexed Strategy. The outcome would be similar with the Point to Point with a Participation Rate Indexed Strategy if comparable standards applicable to a Participation Rate Indexed Strategy are used.)

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

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

<sup>1</sup> The "Index Return After 3 Years" is based on comparing the index value at the beginning of year 1 and the index value at the end of year 3

<sup>2</sup> Assumes a 4% cap for the full 3 years, please note 1 Year Point to Point Index Terms can change annually

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

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

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

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

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

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

**How does the downside protection work?**

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

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

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

**What charges are associated with a Prudential SurePath Annuity?**

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

Contract Year	1	2	3	4	5	6	7	8	9	10	11 and Later
7-Year Surrender Charge Period	9%	9%	8%	7%	6%	5%	4%	0%	0%	0%	0%
10-Year Surrender Charge Period	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

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

Each Surrender Charge Period has pros and cons. For example, while an annuity with the 7-Year Surrender Charge Period provides for charge-free access to your total account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for three additional years, an annuity with the 10-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 7-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

**How do I access money from my Prudential SurePath annuity?**

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

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

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your Prudential SurePath annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;

- The Account Value applied to an Annuity Option on the Annuity Date;
- Withdrawals taken from all contract types (including Beneficiary Annuities described below) to satisfy distributions required by the tax law (“required distributions”) if the amount of the Withdrawal is calculated by Prudential based solely on the value of your Prudential SurePath annuity.

### **What happens to my Prudential SurePath contract upon death?**

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

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

### **How do I begin Annuity Payments?**

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

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

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

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

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

### **“Beneficiary” Annuity**

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

limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

### **Federal Tax Status – Tax Considerations**

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

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

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

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

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

Please consult with your tax advisor for more information.

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

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

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

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70½ and must be made for each year thereafter. Roth IRAs are not subject to these rules during the Owner’s lifetime.

Please consult with your tax advisor for more information.

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

## Other Important Information

### **S&P 500®:**

The "S&P 500® Index" is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJI"), and has been licensed for use by Prudential Annuities Life Assurance Corporation. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"). It is not possible to invest directly in an index. Prudential Annuities Life Assurance Corporation's Product(s) are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices do not make any representation or warranty, express or implied, to the owners of the Prudential Annuities Life Assurance Corporation's Product(s) or any member of the public regarding the advisability of investing in securities generally or in Prudential Annuities Life Assurance Corporation's Product(s) particularly or the ability of the S&P 500® Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices only relationship to Prudential Annuities Life Assurance Corporation with respect to the S&P 500® Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P500® Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Prudential Annuities Life Assurance Corporation or the Prudential Annuities Life Assurance Corporation's Product(s). S&P Dow Jones Indices has no obligation to take the needs of Prudential Annuities Life Assurance Corporation or the owners of Prudential Annuities Life Assurance Corporation's Product(s) into consideration in determining, composing or calculating the S&P 500® Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of Prudential Annuities Life Assurance Corporation's Product(s) or the timing of the issuance or sale of Prudential Annuities Life Assurance Corporation's Product(s) or in the determination or calculation of the equation by which Prudential Annuities Life Assurance Corporation's Product(s) is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Prudential Annuities Life Assurance Corporation's Product(s). There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P500® INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OWNERS OF THE PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION'S PRODUCT(S), OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

### **MSCI EAFE:**

THE PRUDENTIAL SUREPATH FIXED INDEXED ANNUITY ("Prudential SurePath") IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. ("MSCI"). ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE "MSCI PARTIES"). THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY PRUDENTIAL. NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY REGARDING THE ADVISABILITY OF INVESTING GENERALLY OR PURCHASING PRUDENTIAL SUREPATH OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO PRUDENTIAL SUREPATH OR THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE

DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF PRUDENTIAL SUREPATH TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH PRUDENTIAL SUREPATH IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS FUND.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES THAT MSCI CONSIDERS RELIABLE, NONE OF THE MSCI PARTIES WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER OF PRUDENTIAL SUREPATH, OWNERS OF THE FUND, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NONE OF THE MSCI PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THE MSCI PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EACH MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE MSCI PARTIES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

No purchaser, seller or holder of this product or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this product without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

### **Goldman Sachs Voyager**

**This fixed indexed annuity is not sponsored, endorsed, sold, guaranteed, underwritten, distributed or promoted by Goldman Sachs & Co. LLC or any of its affiliates, (including Goldman Sachs Asset Management, L.P.), with the exception of any endorsement, sales, distribution or promotion of this product that may occur through its affiliates that are licensed insurance agencies (excluding such affiliates, individually and collectively, "Goldman Sachs").**

**Goldman Sachs makes no representation or warranty, express or implied, regarding the advisability of investing in annuities generally or in fixed indexed annuities or the investment strategy underlying this fixed indexed annuity particularly, the ability of the Goldman Sachs Voyager Index to perform as intended, the merit (if any) of obtaining exposure to the Goldman Sachs Voyager Index or the suitability of purchasing or holding interests in this fixed indexed annuity. Goldman Sachs does not have any obligation to take the needs of the holders of this fixed indexed annuity into consideration in determining, composing or calculating the Goldman Sachs Voyager Index. GOLDMAN SACHS DOES NOT GUARANTEE THE ACCURACY AND/OR COMPLETENESS OF THE GOLDMAN SACHS VOYAGER INDEX OR OF THE METHODOLOGY UNDERLYING THE INDEX, THE CALCULATION OF THE INDEX OR ANY DATA SUPPLIED BY IT FOR USE IN CONNECTION WITH THIS FIXED INDEXED ANNUITY. GOLDMAN SACHS EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.**

**There is no guarantee that the index will not underperform some or all of the underlying assets. In particular, the index may have a significant weight in one of those assets at the time of a sudden drop, or no exposure to one of those underlyings at a time it has a strong performance, or a significant weight to the cash component. Different indices with a different set of underlying assets may significantly outperform the selected index. The index is not actively managed and Goldman Sachs does not exercise discretion in constructing, calculating or executing the strategy. For further information and disclosure about the strategy, including relevant risk factors, please refer to the related transaction documentation. Index launched on June 7, 2019.**

**Service Office Address:**

2101 Welsh Road  
Dresher, PA 19025

1-888-PRU-2888  
www.prudential.com

**PRUDENTIAL SUREPATH<sup>SM</sup> FIXED INDEXED ANNUITY IMPORTANT INFORMATION DISCLOSURE STATEMENT**

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

**What is the Prudential SurePath Annuity?**

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

**Who are the key parties to the Prudential SurePath contract?**

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

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

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

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

**How do I establish a Prudential SurePath Annuity?**

You must work with your Financial Professional to determine if the Prudential SurePath annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the Prudential SurePath annuity. The minimum single premium required to issue a contract is \$25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover. We will not issue your contract until the earlier of (a) all expected premiums indicated on your Prudential SurePath application are received and (b) 120 days if the product’s minimum premium requirement has been met. If the afore mentioned conditions have not been met within 120 days, we will not issue your contract. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. We will not accept any additional premiums after your contract is issued. Your Financial Professional can provide more information about the Participation and Cap rates currently being offered. We pay the Financial Professional, broker, or firm for selling the annuity to you. They may receive additional compensation for selling this annuity contract than for selling other annuity contracts.

**What if I change my mind about opening a Prudential SurePath Annuity?**

You may cancel this Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 20 days after you receive it (30 days if the Annuity is being issued as a replacement for another annuity contract or a life insurance policy)and receive a refund of the premium paid, less any withdrawals.

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

The Prudential SurePath annuity has two Interest Crediting Strategies available:

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

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

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

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

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

Point to Point with a Cap Rate and Point to Point with a Participation Rate are alternative methods for calculating any index interest credited at the end of the applicable index term.

**How is my Account Value determined?**

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

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

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

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

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

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

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

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

### How does the downside protection work?

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

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

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

### What charges are associated with a Prudential SurePath Annuity?

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

Contract Year	1	2	3	4	5	6	7	8	9	10	11 and Later
7-Year Surrender Charge Period	9%	9%	8%	7%	6%	5%	4%	0%	0%	0%	0%
10-Year Surrender Charge Period	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

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

Each Surrender Charge Period has pros and cons. For example, while an annuity with the 7-Year Surrender Charge Period provides for charge-free access to your total account value sooner, it will likely offer lower caps and rates, including a lower minimum guaranteed renewal cap. On the other hand, although the surrender charges apply for three additional years, an annuity with the 10-Year Surrender Charge Period will likely offer higher caps and rates than an annuity with the 7-Year Surrender Charge Period. You should discuss these considerations with your Financial Professional to determine which best suits your needs. We reserve the right to stop offering either Surrender Charge Period at any time for new contracts.

### How do I access money from my Prudential SurePath annuity?

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

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

The MVA and Surrender Charge do not apply to:

- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your Prudential SurePath annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;

- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
- Withdrawals taken from all contract types (including Beneficiary Annuities described below) to satisfy distributions required by the tax law (“required distributions”) if the amount of the Withdrawal is calculated by Prudential based solely on the value of your Prudential SurePath annuity.

### **What happens to my Prudential SurePath contract upon death?**

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

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

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

### **How do I begin Annuity Payments?**

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

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

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

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

### **“Beneficiary” Annuity**

You may purchase a Prudential SurePath annuity if you are a Beneficiary of an account that was owned by a decedent and the deadline for beginning required distributions has not passed. Limitations, restrictions and distribution requirements apply to Beneficiary Annuities. Please contact your Financial Professional or our Service Center for more information.

### **Federal Tax Status – Tax Considerations**

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

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

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

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

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

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

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

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

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70½ and must be made for each year thereafter. Roth IRAs are not subject to these rules during the Owner’s lifetime. Please consult with your tax advisor for more information.

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

#### **Transactions in the State of New Jersey**

This annuity, the solicitation, negotiation and sale are subject to regulatory oversight by the State of New Jersey Department of Banking and Insurance. For questions, contact us via our toll-free consumer assistance hotline at 1.800.446.7467. Or, you may write to us at the following address:

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

This material is for informational or educational purposes only. The information is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. In providing these materials, Prudential Annuities Life Assurance Corporation (PALAC) is not acting as your fiduciary as defined by any applicable laws and regulations.

## Other Important Information

### **S&P 500®:**

The "S&P 500® Index" is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJ"), and has been licensed for use by Prudential Annuities Life Assurance Corporation. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"). It is not possible to invest directly in an index. Prudential Annuities Life Assurance Corporation's Product(s) are not sponsored, endorsed, sold or promoted by SPDJ, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices do not make any representation or warranty, express or implied, to the owners of the Prudential Annuities Life Assurance Corporation's Product(s) or any member of the public regarding the advisability of investing in securities generally or in Prudential Annuities Life Assurance Corporation's Product(s) particularly or the ability of the S&P 500® Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices only relationship to Prudential Annuities Life Assurance Corporation with respect to the S&P 500® Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P500® Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Prudential Annuities Life Assurance Corporation or the Prudential Annuities Life Assurance Corporation's Product(s). S&P Dow Jones Indices has no obligation to take the needs of Prudential Annuities Life Assurance Corporation or the owners of Prudential Annuities Life Assurance Corporation's Product(s) into consideration in determining, composing or calculating the S&P 500® Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of Prudential Annuities Life Assurance Corporation's Product(s) or the timing of the issuance or sale of Prudential Annuities Life Assurance Corporation's Product(s) or in the determination or calculation of the equation by which Prudential Annuities Life Assurance Corporation's Product(s) is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Prudential Annuities Life Assurance Corporation's Product(s). There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P500® INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OWNERS OF THE PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION'S PRODUCT(S), OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

### **MSCI EAFE:**

THE PRUDENTIAL SUREPATH FIXED INDEXED ANNUITY ("Prudential SurePath") IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. ("MSCI"). ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE "MSCI PARTIES"). THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY PRUDENTIAL. NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY REGARDING THE ADVISABILITY OF INVESTING GENERALLY OR PURCHASING PRUDENTIAL SUREPATH OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO PRUDENTIAL SUREPATH OR THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE

DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF PRUDENTIAL SUREPATH TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH PRUDENTIAL SUREPATH IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF PRUDENTIAL SUREPATH OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS FUND.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES THAT MSCI CONSIDERS RELIABLE, NONE OF THE MSCI PARTIES WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER OF PRUDENTIAL SUREPATH, OWNERS OF THE FUND, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NONE OF THE MSCI PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THE MSCI PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EACH MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE MSCI PARTIES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

No purchaser, seller or holder of this product or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this product without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

### **Goldman Sachs Voyager**

This fixed indexed annuity is not sponsored, endorsed, sold, guaranteed, underwritten, distributed or promoted by Goldman Sachs & Co. LLC or any of its affiliates, (including Goldman Sachs Asset Management, L.P.), with the exception of any endorsement, sales, distribution or promotion of this product that may occur through its affiliates that are licensed insurance agencies (excluding such affiliates, individually and collectively, "Goldman Sachs"). Goldman Sachs makes no representation or warranty, express or implied, regarding the advisability of investing in annuities generally or in fixed indexed annuities or the investment strategy underlying this fixed indexed annuity particularly, the ability of the Goldman Sachs Voyager Index to perform as intended, the merit (if any) of obtaining exposure to the Goldman Sachs Voyager Index or the suitability of purchasing or holding interests in this fixed indexed annuity. Goldman Sachs does not have any obligation to take the needs of the holders of this fixed indexed annuity into consideration in determining, composing or calculating the Goldman Sachs Voyager Index. GOLDMAN SACHS DOES NOT GUARANTEE THE ACCURACY AND/OR COMPLETENESS OF THE GOLDMAN SACHS VOYAGER INDEX-OR OF THE METHODOLOGY UNDERLYING THE INDEX, THE CALCULATION OF THE INDEX OR ANY DATA SUPPLIED BY IT FOR USE IN CONNECTION WITH THIS FIXED INDEXED ANNUITY. GOLDMAN SACHS EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

There is no guarantee that the index will not underperform some or all of the underlying assets. In particular, the index may have a significant weight in one of those assets at the time of a sudden drop, or no exposure to one of those underlyings at a time it has a strong performance, or a significant weight to the cash component. Different indices with a different set of underlying assets may significantly outperform the selected index. The index is not actively managed and Goldman Sachs does not exercise discretion in constructing, calculating or executing the strategy. For further information and disclosure about the strategy, including relevant risk factors, please refer to the related transaction documentation.

**Service Office Address:**

2101 Welsh Road  
Dresher, PA 19025

1-888-PRU-2888  
www.prudential.com

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

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

**What is the SurePath Income Annuity?**

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

**Who Are the Key Parties to the SurePath Income Contract?**

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

**Annuitant/Joint Annuitant**– The person whose life or lives are used to determine the annuity Payments. Joint Annuitants are allowed on Non-Qualified contracts only.

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

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

**How do I Establish a SurePath Income Annuity?**

You must work with your Financial Professional to determine if the SurePath Income Annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the SurePath Income Annuity. The minimum single premium required to issue a contract is \$25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until we receive either (a) all of the expected premiums indicated on your SurePath Income Annuity application or (b) at least the minimum premium amount within 120 days. If the afore mentioned conditions have not been met within 120 days, we will not issue your contract. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. We will not accept any additional premiums after your contract is issued.

**What if I Change my Mind About Opening a SurePath Income Annuity?**

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

## What Interest Crediting Strategies Are Available and How is Interest Credited to my SurePath Income Annuity?

The SurePath Income Annuity has two Interest Crediting Strategies available:

- *Fixed Rate Strategy* – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.
- *Point-to-Point Indexed Strategies*- The SurePath Income Annuity has two types of Point-to-Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year and three years for the same Indexed Strategy.

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

*Point-to-Point with a Participation Rate Indexed Strategy* –The “Participation Rate” is the percentage of any Index increase that will be used in calculating the interest that will be credited to the Account Value at the end of an Index Term. The Participation Rate may vary by Index and Index Term. If the index increased, the amount credited will be determined by multiplying the Participation Rate times the index performance. If the index decreases, your Account Value will not decrease. The declared Participation Rate Percentage will always be at least 5%.

### What Choices do I Have with The Point-to-Point Indexed Strategies?

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

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

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

### What Are the Pros and Cons of the Different Index Terms?

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

For example, assume you allocate to a 1 Year Index Term and a 3 Year Index Term during different market cycles as shown below. (Please note: the below chart uses the **Point-to-Point with a Cap Rate Indexed Strategy**.)

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

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

- <sup>1</sup>The "Index Return After 3 Years" is based on comparing the index value at the beginning of year 1 and the index value at the end of year 3
- <sup>2</sup>Assumes a 4% cap for the full 3 years, please note 1 Year Point-to-Point Index Terms can change annually

**What Is the Difference Between the Point-to-Point with a Cap Rate and Point-to-Point with a Participation Rate strategy?**

Cap Rates and Participation Rates can have different advantages that you should discuss with your Financial Professional. Generally, in years where an increase to an index is low, a Cap Rate strategy may be more advantageous. The Cap Rate strategy credits interest to your Account Value up to the amount of the declared Cap Rate at the end of the Index Term. In years where the increase to an index is high, a Participation Rate may be more advantageous. The Participation Rate strategy credits a specific percentage of any index growth as interest to your Account Value at the end of the Index Term. Please see the examples below:

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

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

**What Happens at the End of an Index Term?**

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

**How Does the Downside Protection Work?**

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

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

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

**How Does the SurePath Income Benefit Work?**

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

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

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

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

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

**What is the Cost of the SurePath Income Benefit?**

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

**Can I Cancel the SurePath Income Benefit?**

You may elect to cancel the benefit at any time on or after the 5<sup>th</sup> anniversary of the Effective Date.

**What Charges are Associated with Withdrawals from the SurePath Income Annuity?**

A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Can I Access Money From my SurePath Income Annuity Without Surrender Charges?” below).

**The Surrender Charge schedule is as follows:**

Contract Year	1	2	3	4	5	6	7	8	9	10	11 and Later
10-Year Surrender Charge Period	10%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

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

You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity.

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

For more information regarding how your withdrawals may impact your values, see “How Does the SurePath Income Benefit Work” Above.

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

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

The MVA and Surrender Charge do not apply to:

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

## What Happens to my SurePath Income Annuity Contract Upon Death?

The SurePath Income annuity has a Death Benefit which becomes payable to the Beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if owned by an entity) dies before the Annuity Date. The Death Benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, as of the date we receive Due Proof of Death in Good Order. If death occurs prior to the end of an Index Term, we will credit any applicable interim interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive Due Proof of Death; and 2) the value of the index on the date we receive Due Proof of Death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate or Participation Rate.

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

- Continuation of the SurePath Income Annuity by a Spouse – Instead of taking the Death Benefit, the surviving spouse may continue the contract (including the SurePath Income Benefit if it was elected on a spousal basis) and become the owner provided the Spouse is the sole primary beneficiary and continue any payments if applicable. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time Spousal Continuation occurs, however, any applicable interest will be determined and credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after Spousal Continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

### **How do I Begin Annuity Payments?**

As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value, your Guaranteed Income Amount (unless your benefit has been terminated before the Annuity Date) or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner's or Annuitant's 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary, unless otherwise required by applicable law, and you have not surrendered the annuity.

Once you elect an Annuity Option and a frequency of payments, you will no longer have Account Value to access. You or your designated payee will receive your money only via the annuity payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

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

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

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

### **Federal Tax Status – Tax Considerations**

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

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

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

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

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

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

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70½ and must be made for each year thereafter. Roth IRAs are not subject to these rules during the Owner's lifetime. Please consult with your tax advisor for more information.

This material is for informational or educational purposes only. The information is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. In providing these materials, Prudential Annuities Life Assurance Corporation (PALAC) is not acting as your fiduciary as defined by any applicable laws and regulations. Please consult your own independent advisor as to any tax or legal statements made herein.

### **Other Important Information**

#### **S&P 500®:**

The "S&P 500® Index" is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJI"), and has been licensed for use by Prudential Annuities Life Assurance Corporation. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"). It is not possible to invest directly in an index. Prudential Annuities Life Assurance Corporation's Product(s) are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices do not make any representation or warranty, express or implied, to the owners of the Prudential Annuities Life Assurance Corporation's Product(s) or any member of the public regarding the advisability of investing in securities generally or in Prudential Annuities Life Assurance Corporation's Product(s) particularly or the ability of the S&P 500® Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices only relationship to Prudential Annuities Life Assurance Corporation with respect to the S&P 500® Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P500® Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Prudential Annuities Life Assurance Corporation or the Prudential Annuities Life Assurance Corporation's Product(s). S&P Dow Jones Indices has no obligation to take the needs of Prudential Annuities Life Assurance Corporation or the owners of Prudential Annuities Life Assurance Corporation's Product(s) into consideration in determining, composing or calculating the S&P 500® Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of Prudential Annuities Life Assurance Corporation's Product(s) or the timing of the issuance or sale of Prudential Annuities Life Assurance Corporation's Product(s) or in the determination or calculation of the equation by which Prudential Annuities Life Assurance Corporation's Product(s) is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Prudential Annuities Life Assurance Corporation's Product(s). There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P500® INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OWNERS OF THE PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION'S PRODUCT(S), OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P

DOW JONES INDICES AND PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

**MSCI EAFE:**

THE SUREPATH INCOME FIXED INDEXED ANNUITY ("SurePath Income annuity") IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. ("MSCI"). ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE "MSCI PARTIES"). THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY PRUDENTIAL. NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY REGARDING THE ADVISABILITY OF INVESTING GENERALLY OR PURCHASING SUREPATH INCOME OR THE ABILITY

OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO SUREPATH INCOME OR THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF SUREPATH INCOME TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH SUREPATH INCOME IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS FUND.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES THAT MSCI CONSIDERS RELIABLE, NONE OF THE MSCI PARTIES WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER OF SUREPATH INCOME, OWNERS OF THE FUND, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NONE OF THE MSCI PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THE MSCI PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EACH MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE MSCI PARTIES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. No purchaser, seller or holder of this product or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this product without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

**Goldman Sachs Voyager:**

This fixed indexed annuity is not sponsored, endorsed, sold, guaranteed, underwritten, distributed or promoted by Goldman Sachs & Co. LLC or any of its affiliates, (including Goldman Sachs Asset Management, L.P.), with the exception of any endorsement, sales, distribution or promotion of this product that may occur through its affiliates that are licensed insurance agencies (excluding such affiliates, individually and collectively, "Goldman Sachs"). Goldman Sachs makes no representation or warranty, express or implied, regarding the advisability of investing in annuities generally or in fixed indexed annuities or the investment strategy underlying this fixed indexed annuity particularly, the ability of the Goldman Sachs Voyager Index to perform as intended, the merit (if any) of obtaining exposure to the Goldman Sachs Voyager Index or the suitability of purchasing or holding interests in this fixed indexed annuity. Goldman Sachs does not have any obligation to take the needs of the holders of this fixed indexed annuity into consideration in determining, composing or calculating the Goldman Sachs Voyager Index. GOLDMAN SACHS DOES NOT GUARANTEE THE ACCURACY AND/OR COMPLETENESS OF THE GOLDMAN SACHS VOYAGER INDEX OR OF THE METHODOLOGY UNDERLYING THE INDEX, THE CALCULATION OF THE INDEX OR ANY DATA SUPPLIED BY IT FOR USE IN CONNECTION WITH THIS FIXED INDEXED ANNUITY. GOLDMAN SACHS EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

There is no guarantee that the index will not underperform some or all of the underlying assets. In particular, the index may have a significant weight in one of those assets at the time of a sudden drop, or no exposure to one of those underlying at a time it has a strong performance, or a significant weight to the cash component. Different indices with a different set of underlyings may significantly outperform the selected index. The index is not actively managed and Goldman Sachs does not exercise discretion in constructing, calculating or executing the strategy. For further information and disclosure about the strategy, including relevant risk factors, please refer to the related transaction documentation. The index launched June 7, 2019.

**Service Office Address:**

2101 Welsh Road  
Dresher, PA 19025

1-888-PRU-2888  
www.prudential.com

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

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

**What is the SurePath Income Annuity?**

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

**Who Are the Key Parties to the SurePath Income Annuity?**

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

**Annuitant/Joint Annuitant**– The person whose life or lives are used to determine the annuity Payments. Joint Annuitants are allowed on Non-Qualified contracts only.

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

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

**How do I Establish a SurePath Income Annuity?**

You must work with your Financial Professional to determine if the SurePath Income Annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the SurePath Income Annuity. The minimum single premium required to issue a contract is \$25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until we receive either (a) all of the expected premiums indicated on your SurePath Income Annuity application or (b) at least the minimum premium amount within 120 days. If the afore mentioned conditions have not been met within 120 days, we will not issue your contract. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. We will not accept any additional premiums after your contract is issued.

**What if I Change my Mind About Opening a SurePath Income Annuity?**

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

## What Interest Crediting Strategies Are Available and How is Interest Credited to my SurePath Income Annuity?

The SurePath Income Annuity has two Interest Crediting Strategies available:

- *Fixed Rate Strategy* – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.
- *Point-to-Point Indexed Strategies*- The SurePath Income Annuity has two types of Point-to-Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year and three years for the same Indexed Strategy.

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

*Point-to-Point with a Participation Rate Indexed Strategy* –The “Participation Rate” is the percentage of any Index increase that will be used in calculating the interest that will be credited to the Account Value at the end of an Index Term. The Participation Rate may vary by Index and Index Term. If the index increased, the amount credited will be determined by multiplying the Participation Rate times the index performance. If the index decreases, your Account Value will not decrease. The declared Participation Rate Percentage will always be at least 5%.

### What Choices do I Have with The Point-to-Point Indexed Strategies?

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

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

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

### What Are the Pros And Cons of the Different Index Terms?

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

For example, assume you allocate to a 1 Year Index Term and a 3 Year Index Term during different market cycles as shown below. (Please note: the below chart uses the **Point-to-Point with a Cap Rate Indexed Strategy**.)

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

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

- <sup>1</sup>The "Index Return After 3 Years" is based on comparing the index value at the beginning of year 1 and the index value at the end of year 3
- <sup>2</sup>Assumes a 4% cap for the full 3 years, please note 1 Year Point-to-Point Index Terms can change annually

**What Is the Difference Between the Point-to-Point with a Cap Rate and Point-to-Point with a Participation Rate strategy?**

Cap Rates and Participation Rates can have different advantages that you should discuss with your Financial Professional. Generally, in years where an increase to an index is low, a Cap Rate strategy may be more advantageous. The Cap Rate strategy credits interest to your Account Value up to the amount of the declared Cap Rate at the end of the Index Term. In years where the increase to an index is high, a Participation Rate may be more advantageous. The Participation Rate strategy credits a specific percentage of any index growth as interest to your Account Value at the end of the Index Term. Please see the examples below:

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

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

**What Happens at the End of an Index Term?**

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

**How Does the Downside Protection Work?**

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

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

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

**How Does the SurePath Income Benefit Work?**

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

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

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

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

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

**What is the Cost or the SurePath Income Benefit?**

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

**Can I Cancel the SurePath Income Benefit?**

You may elect to cancel the benefit at any time on or after the 5<sup>th</sup> anniversary of the Effective Date.

**What Charges are Associated with Withdrawals from the SurePath Income Annuity?**

A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Can I Access Money From my SurePath Income Annuity Without Surrender Charges?” below).

**The Surrender Charge schedule is as follows:**

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

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

You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity.

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

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

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

The MVA and Surrender Charge do not apply to:

- Lifetime Withdrawals up to the GIA;
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;
- Withdrawals taken from all contract types to satisfy distributions required by the tax law (“Required Minimum Distributions”) if the amount of the Withdrawal is calculated by Prudential based solely on the value of your SurePath Income annuity.

## What Happens to my SurePath Income Annuity Contract Upon Death?

The SurePath Income annuity has a Death Benefit which becomes payable to the Beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if owned by an entity) dies before the Annuity Date. The Death Benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, as of the date we receive Due Proof of Death in Good Order. If death occurs prior to the end of an Index Term, we will credit any applicable interim interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive Due Proof of Death; and 2) the value of the index on the date we receive Due Proof of Death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate or Participation Rate.

- Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the SurePath Income Annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive Due Proof of Death. The Death Benefit must be fully distributed either:
  - a) over the life (or life expectancy) of the Beneficiary with payments beginning i.) within one year of the Owner's death for Non-Qualified contracts, ii.) by December 31<sup>st</sup> of the year following the Owner’s death for Qualified contracts; or
  - b) within 5 years of the Owner's death (or Annuitant/Joint Annuitant’s death if your SurePath Income Annuity is owned by an entity).
- Continuation of the SurePath Income Annuity by a Spouse – Instead of taking the Death Benefit, the surviving spouse may continue the contract (including the SurePath Income Benefit if it was elected on a spousal basis) and become the owner provided the Spouse is the sole primary beneficiary and continue any payments if applicable. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time Spousal Continuation occurs, however,

any applicable interest will be determined and credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after Spousal Continuation occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

### **How do I Begin Annuity Payments?**

As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value, your Guaranteed Income Amount (unless your benefit has been terminated before the Annuity Date) or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner's or Annuitant's 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary, unless otherwise required by applicable law, and you have not surrendered the annuity.

Once you elect an Annuity Option and a frequency of payments, you will no longer have Account Value to access. You or your designated payee will receive your money only via the annuity payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

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

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

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

### **Federal Tax Status – Tax Considerations**

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

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

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

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

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

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

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70½ and must be made for each year thereafter. Roth IRAs are not subject to these rules during the Owner's lifetime. Please consult with your tax advisor for more information.

This material is for informational or educational purposes only. The information is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. In providing these materials, Prudential Annuities Life Assurance Corporation (PALAC) is not acting as your fiduciary as defined by any applicable laws and regulations. Please consult your own independent advisor as to any tax or legal statements made herein.

### **Other Important Information**

**S&P 500®:** The "S&P 500® Index" is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJI"), and has been licensed for use by Prudential Annuities Life Assurance Corporation. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"). It is not possible to invest directly in an index. Prudential Annuities Life Assurance Corporation's Product(s) are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices do not make any representation or warranty, express or implied, to the owners of the Prudential Annuities Life Assurance Corporation's Product(s) or any member of the public regarding the advisability of investing in securities generally or in Prudential Annuities Life Assurance Corporation's Product(s) particularly or the ability of the S&P 500® Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices only relationship to Prudential Annuities Life Assurance Corporation with respect to the S&P 500® Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P500® Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Prudential Annuities Life Assurance Corporation or the Prudential Annuities Life Assurance Corporation's Product(s). S&P Dow Jones Indices has no obligation to take the needs of Prudential Annuities Life Assurance Corporation or the owners of Prudential Annuities Life Assurance Corporation's Product(s) into consideration in determining, composing or calculating the S&P 500® Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of Prudential Annuities Life Assurance Corporation's Product(s) or the timing of the issuance or sale of Prudential Annuities Life Assurance Corporation's Product(s) or in the determination or calculation of the equation by which Prudential Annuities Life Assurance Corporation's Product(s) is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Prudential Annuities Life Assurance Corporation's Product(s). There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P500® INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OWNERS OF THE PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION'S PRODUCT(S), OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

**MSCI EAFE:** THE SUREPATH INCOME FIXED INDEXED ANNUITY ("SurePath Income annuity") IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. ("MSCI"). ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE "MSCI PARTIES"). THE

MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY PRUDENTIAL. NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY REGARDING THE ADVISABILITY OF INVESTING GENERALLY OR PURCHASING SUREPATH INCOME OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO SUREPATH INCOME OR THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF SUREPATH INCOME TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH SUREPATH INCOME IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS FUND.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES THAT MSCI CONSIDERS RELIABLE, NONE OF THE MSCI PARTIES WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER OF SUREPATH INCOME, OWNERS OF THE FUND, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NONE OF THE MSCI PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THE MSCI PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EACH MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE MSCI PARTIES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. No purchaser, seller or holder of this product or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this product without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

**Goldman Sachs Voyager:** This fixed indexed annuity is not sponsored, endorsed, sold, guaranteed, underwritten, distributed or promoted by Goldman Sachs & Co. LLC or any of its affiliates, (including Goldman Sachs Asset Management, L.P.), with the exception of any endorsement, sales, distribution or promotion of this product that may occur through its affiliates that are licensed insurance agencies (excluding such affiliates, individually and collectively, "Goldman Sachs"). Goldman Sachs makes no representation or warranty, express or implied, regarding the advisability of investing in annuities generally or in fixed indexed annuities or the investment strategy underlying this fixed indexed annuity particularly, the ability of the Goldman Sachs Voyager Index to perform as intended, the merit (if any) of obtaining exposure to the Goldman Sachs Voyager Index or the suitability of purchasing or holding interests in this fixed indexed annuity. Goldman Sachs does not have any obligation to take the needs of the holders of this fixed indexed annuity into consideration in determining, composing or calculating the Goldman Sachs Voyager Index. GOLDMAN SACHS DOES NOT GUARANTEE THE ACCURACY AND/OR COMPLETENESS OF THE GOLDMAN SACHS VOYAGER INDEX OR OF THE METHODOLOGY UNDERLYING THE INDEX, THE CALCULATION OF THE INDEX OR ANY DATA SUPPLIED BY IT FOR USE IN CONNECTION WITH THIS FIXED INDEXED ANNUITY. GOLDMAN SACHS EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

There is no guarantee that the index will not underperform some or all of the underlying assets. In particular, the index may have a significant weight in one of those assets at the time of a sudden drop, or no exposure to one of those underlying at a time it has a strong performance, or a significant weight to the cash component. Different indices with a different set of underlyings may significantly outperform the selected index. The index is not actively managed and Goldman Sachs does not exercise discretion in constructing, calculating or executing the strategy. For further information and disclosure about the strategy, including relevant risk factors, please refer to the related transaction documentation. The index launched June 7, 2019.

**Service Office Address:**

2101 Welsh Road  
Dresher, PA 19025

1-888-PRU-2888  
www.prudential.com

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

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

**What is the SurePath Income Annuity?**

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

**Who Are the Key Parties to the SurePath Income Contract?**

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

**Annuitant/Joint Annuitant**– The person whose life or lives are used to determine the annuity Payments. Joint Annuitants are allowed on Non-Qualified contracts only.

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

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

**How do I Establish a SurePath Income Annuity?**

You must work with your Financial Professional to determine if the SurePath Income Annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the SurePath Income Annuity. The minimum single premium required to issue a contract is \$25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until we receive either (a) all of the expected premiums indicated on your SurePath Income Annuity application or (b) at least the minimum premium amount within 120 days. If the afore mentioned conditions have not been met within 120 days, we will not issue your contract. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. We will not accept any additional premiums after your contract is issued.

**What if I Change my Mind About Opening a SurePath Income Annuity?**

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

## What Interest Crediting Strategies Are Available and How is Interest Credited to my SurePath Income Annuity?

The SurePath Income Annuity has two Interest Crediting Strategies available:

- *Fixed Rate Strategy* – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.
- *Point-to-Point Indexed Strategies*- The SurePath Income Annuity has two types of Point-to-Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year and three years for the same Indexed Strategy.

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

*Point-to-Point with a Participation Rate Indexed Strategy* –The “Participation Rate” is the percentage of any Index increase that will be used in calculating the interest that will be credited to the Account Value at the end of an Index Term. The Participation Rate may vary by Index and Index Term. If the index increased, the amount credited will be determined by multiplying the Participation Rate times the index performance. If the index decreases, your Account Value will not decrease. The declared Participation Rate Percentage will always be at least 5%.

### What Choices do I Have with The Point-to-Point Indexed Strategies?

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

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

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

### What Are the Pros and Cons of the Different Index Terms?

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

For example, assume you allocate to a 1 Year Index Term and a 3 Year Index Term during different market cycles as shown below. (Please note: the below chart uses the **Point-to-Point with a Cap Rate Indexed Strategy**.)

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

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

- <sup>1</sup>The "Index Return After 3 Years" is based on comparing the index value at the beginning of year 1 and the index value at the end of year 3
- <sup>2</sup>Assumes a 4% cap for the full 3 years, please note 1 Year Point-to-Point Index Terms can change annually

**What Is the Difference Between the Point-to-Point with a Cap Rate and Point-to-Point with a Participation Rate strategy?**

Cap Rates and Participation Rates can have different advantages that you should discuss with your Financial Professional. Generally, in years where an increase to an index is low, a Cap Rate strategy may be more advantageous. The Cap Rate strategy credits interest to your Account Value up to the amount of the declared Cap Rate at the end of the Index Term. In years where the increase to an index is high, a Participation Rate may be more advantageous. The Participation Rate strategy credits a specific percentage of any index growth as interest to your Account Value at the end of the Index Term. Please see the examples below:

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

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

**What Happens at the End of an Index Term?**

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

**How Does the Downside Protection Work?**

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

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

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

**How Does the SurePath Income Benefit Work?**

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

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

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

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

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

**What is the Cost of the SurePath Income Benefit?**

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

**Can I Cancel the SurePath Income Benefit?**

You may elect to cancel the benefit at any time on or after the 5<sup>th</sup> anniversary of the Effective Date.

**What Charges are Associated with Withdrawals from the SurePath Income Annuity?**

A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Can I Access Money From my SurePath Income Annuity Without Surrender Charges?” below).

**The Surrender Charge schedule is as follows:**

<b>Contract Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11 and Later</b>
10-Year Surrender Charge Period	10%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

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

You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity.

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

For more information regarding how your withdrawals may impact your values, see “How Does the SurePath Income Benefit Work” Above.

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

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

The MVA and Surrender Charge do not apply to:

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

## What Happens to my SurePath Income Annuity Contract Upon Death?

The SurePath Income annuity has a Death Benefit which becomes payable to the Beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if owned by an entity) dies before the Annuity Date. The Death Benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, as of the date we receive Due Proof of Death in Good Order. If death occurs prior to the end of an Index Term, we will credit any applicable interim interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive Due Proof of Death; and 2) the value of the index on the date we receive Due Proof of Death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate or Participation Rate.

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

- Continuation of the SurePath Income Annuity by a Spouse – Instead of taking the Death Benefit, the surviving spouse may continue the contract (including the SurePath Income Benefit if it was elected on a spousal basis) and become the owner provided the Spouse is the sole primary beneficiary and continue any payments if applicable. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time Spousal Continuation occurs, however, any applicable interest will be determined and credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after Spousal Continuance occurs. Please note that a civil union or registered domestic partnership is generally not recognized as a marriage under federal law.

### **How do I Begin Annuity Payments?**

As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value, your Guaranteed Income Amount (unless your benefit has been terminated before the Annuity Date) or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner's or Annuitant's 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary, unless otherwise required by applicable law, and you have not surrendered the annuity.

Once you elect an Annuity Option and a frequency of payments, you will no longer have Account Value to access. You or your designated payee will receive your money only via the annuity payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

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

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

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

### **Federal Tax Status – Tax Considerations**

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

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

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

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

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

For Qualified annuities not issued as a Roth Individual Retirement Annuity (IRA), taxation of the premium and earnings on the premium are deferred until benefits are paid. For contracts issued as a Roth IRA, qualified distributions of earnings are not subject to

federal income tax upon distribution. Buying an annuity within an IRA or other qualified plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70½ and must be made for each year thereafter. Roth IRAs are not subject to these rules during the Owner's lifetime. Please consult with your tax advisor for more information.

This material is for informational or educational purposes only. The information is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. In providing these materials, Prudential Annuities Life Assurance Corporation (PALAC) is not acting as your fiduciary as defined by any applicable laws and regulations. Please consult your own independent advisor as to any tax or legal statements made herein.

### **Other Important Information**

#### **S&P 500®:**

The "S&P 500® Index" is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJI"), and has been licensed for use by Prudential Annuities Life Assurance Corporation. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"). It is not possible to invest directly in an index. Prudential Annuities Life Assurance Corporation's Product(s) are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices do not make any representation or warranty, express or implied, to the owners of the Prudential Annuities Life Assurance Corporation's Product(s) or any member of the public regarding the advisability of investing in securities generally or in Prudential Annuities Life Assurance Corporation's Product(s) particularly or the ability of the S&P 500® Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices only relationship to Prudential Annuities Life Assurance Corporation with respect to the S&P 500® Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P500® Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Prudential Annuities Life Assurance Corporation or the Prudential Annuities Life Assurance Corporation's Product(s). S&P Dow Jones Indices has no obligation to take the needs of Prudential Annuities Life Assurance Corporation or the owners of Prudential Annuities Life Assurance Corporation's Product(s) into consideration in determining, composing or calculating the S&P 500® Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of Prudential Annuities Life Assurance Corporation's Product(s) or the timing of the issuance or sale of Prudential Annuities Life Assurance Corporation's Product(s) or in the determination or calculation of the equation by which Prudential Annuities Life Assurance Corporation's Product(s) is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Prudential Annuities Life Assurance Corporation's Product(s). There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment or tax advisor. A tax advisor should be consulted to evaluate the impact of any tax-exempt securities on portfolios and the tax consequences of making any particular investment decision. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice.

S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P500® INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OWNERS OF THE PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION'S PRODUCT(S), OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

**MSCI EAFE:**

THE SUREPATH INCOME FIXED INDEXED ANNUITY ("SurePath Income annuity") IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. ("MSCI"). ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE "MSCI PARTIES"). THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY PRUDENTIAL. NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY REGARDING THE ADVISABILITY OF INVESTING GENERALLY OR PURCHASING SUREPATH INCOME OR THE ABILITY

OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO SUREPATH INCOME OR THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF SUREPATH INCOME TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH SUREPATH INCOME IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF SUREPATH INCOME OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS FUND.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES THAT MSCI CONSIDERS RELIABLE, NONE OF THE MSCI PARTIES WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER OF SUREPATH INCOME, OWNERS OF THE FUND, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NONE OF THE MSCI PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THE MSCI PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EACH MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE MSCI PARTIES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. No purchaser, seller or holder of this product or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this product without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

**Goldman Sachs Voyager:**

This fixed indexed annuity is not sponsored, endorsed, sold, guaranteed, underwritten, distributed or promoted by Goldman Sachs & Co. LLC or any of its affiliates, (including Goldman Sachs Asset Management, L.P.), with the exception of any endorsement, sales, distribution or promotion of this product that may occur through its affiliates that are licensed insurance agencies (excluding such affiliates, individually and collectively, "Goldman Sachs"). Goldman Sachs makes no representation or warranty, express or implied, regarding the advisability of investing in annuities generally or in fixed indexed annuities or the investment strategy underlying this fixed indexed annuity particularly, the ability of the Goldman Sachs Voyager Index to perform as intended, the merit (if any) of obtaining exposure to the Goldman Sachs Voyager Index or the suitability of purchasing or holding interests in this fixed indexed annuity. Goldman Sachs does not have any obligation to take the needs of the holders of this fixed indexed annuity into consideration in determining, composing or calculating the Goldman Sachs Voyager Index. GOLDMAN SACHS DOES NOT GUARANTEE THE ACCURACY AND/OR COMPLETENESS OF THE GOLDMAN SACHS VOYAGER INDEX OR OF THE METHODOLOGY UNDERLYING THE INDEX, THE CALCULATION OF THE INDEX OR ANY DATA SUPPLIED BY IT FOR USE IN CONNECTION WITH THIS FIXED INDEXED ANNUITY. GOLDMAN SACHS EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

There is no guarantee that the index will not underperform some or all of the underlying assets. In particular, the index may have a significant weight in one of those assets at the time of a sudden drop, or no exposure to one of those underlying at a time it has a strong performance, or a significant weight to the cash component. Different indices with a different set of underlyings may

significantly outperform the selected index. The index is not actively managed and Goldman Sachs does not exercise discretion in constructing, calculating or executing the strategy. For further information and disclosure about the strategy, including relevant risk factors, please refer to the related transaction documentation. The index launched June 7, 2019.

**Prudential Annuities Life Assurance Corporation, Phoenix, AZ**

**Service Office Address:**

2101 Welsh Road  
Dresher, PA 19025

1-888-PRU-2888  
www.prudential.com

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

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

**What is the SurePath Income Annuity?**

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

**Who Are the Key Parties to the SurePath Income Contract?**

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

**Annuitant/Joint Annuitant**– The person whose life or lives are used to determine the annuity Payments. Joint Annuitants are allowed on Non-Qualified contracts only.

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

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

**How do I Establish a SurePath Income Annuity?**

You must work with your Financial Professional to determine if the SurePath Income Annuity meets your investment time horizon, goals, objectives, financial situation and needs. If so, your Financial Professional can help you apply for the SurePath Income Annuity. The minimum single premium required to issue a contract is \$25,000. The single premium includes any direct funds you provide to us and all amounts that result from an exchange, transfer or rollover from another annuity contract. We will not issue your contract until we receive either (a) all of the expected premiums indicated on your SurePath Income Annuity application or (b) at least the minimum premium amount within 120 days. If the afore mentioned conditions have not been met within 120 days, we will not issue your contract. We will not credit interest to premiums received during any period between the receipt of premiums and the issue date. We will not accept any additional premiums after your contract is issued. Your Account value is equal to the total of all premiums used to issue your SurePath Income contract plus interest credited minus any withdrawals and expense charges. At any time after the Issue Date, your Account Value equals the sum of the amounts allocated to the Interest Crediting Strategies you elect.

### What if I Change my Mind About Opening a SurePath Income Annuity?

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

### What Interest Crediting Strategies Are Available and How is Interest Credited to my SurePath Income Annuity?

The SurePath Income Annuity has two Interest Crediting Strategies available:

- **Fixed Rate Strategy** – Interest is credited daily at a fixed annual rate that is set at issuance of your contract and declared annually thereafter. During the Surrender Charge Period, the declared rate for this strategy will always be at least 1%.
- **Point-to-Point Indexed Strategies**- The SurePath Income Annuity has two types of Point-to-Point Indexed Strategies which credit interest based on the change in the Index Value you select. Any interest is applied at the end of the Index Term chosen. We may make available multiple Index Terms, such as one year and three years for the same Indexed Strategy.

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

*Point-to-Point with a Participation Rate Indexed Strategy* –The “Participation Rate” is the percentage of any Index increase that will be used in calculating the interest that will be credited to the Account Value at the end of an Index Term. The Participation Rate may vary by Index and Index Term. If the index increased, the amount credited will be determined by multiplying the Participation Rate times the index performance. If the index decreases, your Account Value will not decrease. The declared Participation Rate Percentage will always be at least 5%.

### What Choices do I Have with The Point-to-Point Indexed Strategies?

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

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

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

### What Are the Pros and Cons of the Different Index Terms?

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

### What Is the Difference Between the Point-to-Point with a Cap Rate and Point-to-Point with a Participation Rate strategy?

Cap Rates and Participation Rates can have different advantages that you should discuss with your Financial Professional. Generally, in years where an increase to an index is low, a Cap Rate strategy may be more advantageous. The Cap Rate strategy credits interest to your Account Value up to the amount of the declared Cap Rate at the end of the Index Term. In years where the increase to an index is high, a Participation Rate may be more advantageous. The Participation Rate strategy credits a specific percentage of any index growth as interest to your Account Value at the end of the Index Term.

### **What Happens at the End of an Index Term?**

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

### **How Does the Downside Protection Work?**

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

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

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

### **How Does the SurePath Income Benefit Work?**

There are no optional benefits associated with the annuity. The SurePath Income Benefit is automatically elected at the time of purchase, a single or spousal version must be selected, at which point we establish your Initial Income Benefit Base. It equals your Total Premium plus a bonus amount, if applicable, as of your Effective Date. You are also assigned a Withdrawal Percentage based on the Single Designated Life or the younger of the Spousal Designated Lives based on your age as of the Effective date. The Income Benefit Base is multiplied by the applicable Withdrawal Percentage to establish your Guaranteed Income Amount ("GIA"). **Please note – the bonus is only applied to the Income Benefit Base and is never added to the Account Value and neither the Income Benefit Base nor the bonus is available for withdrawal.**

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

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

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

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

### **What is the Cost of the SurePath Income Benefit?**

The cost of the Single version or Spousal version of the benefit is equal to 1.00% of the Income Benefit Base annually and is deducted from the Account Value at each contract anniversary. You may cancel the benefit any time on or after the fifth contract

anniversary. If the benefit is cancelled, or you surrender the Annuity before a contract/benefit anniversary, we will assess a pro-rata charge for the period from the last contract anniversary up to the date of the surrender of the annuity or cancellation of the benefit. Other than the cost of the benefit, the Surrender Charge schedule, referenced below in the ‘What Charges are Associated with Withdrawals from the SurePath Income Annuity?’ section, and the Goldman Sachs Voyager Index annual index fee, referenced above in the ‘What Choices do I Have with The Point-to-Point Indexed Strategies?’ section, if elected, there are no other expense charges associated with your SurePath Income Annuity.

**Can I Cancel the SurePath Income Benefit?**

You may elect to cancel the benefit at any time on or after the 5<sup>th</sup> anniversary of the Effective Date.

**What Charges are Associated with Withdrawals from the SurePath Income Annuity?**

A Surrender Charge applies to Withdrawals or Surrenders that occur during the Surrender Charge Period. The Surrender Charge is determined by applying the applicable Surrender Charge Percentage to the amount of the Withdrawal or Surrender that exceeds the Free Withdrawal Amount (See “How Can I Access Money From my SurePath Income Annuity Without Surrender Charges?” below).

**The Surrender Charge schedule is as follows:**

Contract Year	1	2	3	4	5	6	7	8	9	10	11 and Later
10-Year Surrender Charge Period	10%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

Withdrawal Example Based on \$100,000 Premium and a \$20,000 Withdrawal of Account Value in Contract Year 2			
Account Value	Free Withdrawal Amount	Surrender Charge %	Surrender Charge Amount
\$105,000	\$10,500	9%	\$855

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

You may access all or a portion of the Account Value at any time before the Annuity Date by taking a Withdrawal or Surrendering the annuity.

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

For more information regarding how your withdrawals may impact your values, see “How Does the SurePath Income Benefit Work” Above.

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

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

The MVA and Surrender Charge do not apply to:

- Lifetime Withdrawals up to the GIA;
- A Withdrawal or Surrender taken as a Medically Related Surrender where the Owner (or Annuitant if your SurePath Income Annuity is owned by an entity) is diagnosed with a terminal illness or confined to a Medical Care Facility for 90 consecutive days (subject to regulatory approval);
- Your Free Withdrawal Amount or any Withdrawal or Surrender taken after your Surrender Charge Period expires;
- The Death Benefit;
- The Account Value applied to an Annuity Option on the Annuity Date;

- Withdrawals taken from all contract types to satisfy distributions required by the tax law (“Required Minimum Distributions”) if the amount of the Withdrawal is calculated by Prudential based solely on the value of your SurePath Income annuity.

### **What Happens to my SurePath Income Annuity Contract Upon Death?**

The SurePath Income annuity has a Death Benefit which becomes payable to the Beneficiary if an Owner/Joint Owner (or Annuitant/Joint Annuitant if owned by an entity) dies before the Annuity Date. The Death Benefit is the greater of the Account Value or the Minimum Guaranteed Surrender Value, as of the date we receive Due Proof of Death in Good Order. If death occurs prior to the end of an Index Term, we will credit any applicable interim interest to your Account Value based on: 1) the number of days between the start of the Index Term and the date we receive Due Proof of Death; and 2) the value of the index on the date we receive Due Proof of Death compared to the value of the index at the start of the Index Term, subject to the applicable Cap Rate or Participation Rate.

- Payment of the Death Benefit – The Death Benefit may be taken in one lump sum immediately, and the SurePath Income Annuity will terminate. If not taken immediately, the Account Value will be reallocated to the Fixed Rate Strategy as of the date we receive Due Proof of Death. The Death Benefit must be fully distributed either:
  - a) over the life (or life expectancy) of the Beneficiary with payments beginning i.) within one year of the Owner's death for Non-Qualified contracts, ii.) by December 31<sup>st</sup> of the year following the Owner's death for Qualified contracts; or
  - b) within 5 years of the Owner's death (or Annuitant/Joint Annuitant's death if your SurePath Income Annuity is owned by an entity).
- Continuation of the SurePath Income Annuity by a Spouse – Instead of taking the Death Benefit, the surviving spouse may continue the contract (including the SurePath Income Benefit if it was elected on a spousal basis) and become the owner provided the Spouse is the sole primary beneficiary and continue any payments if applicable. If death occurs prior to the end of an Index Term, we will not credit interest to your Account Value at the time Spousal Continuation occurs, however, any applicable interest will be determined and credited to the Account Value that remains allocated to the Indexed Strategy at the end of the Index Term. The Surrender Charge and MVA no longer apply after Spousal Continuance occurs. The spousal provisions, benefits, and features under the contract are also applicable to a civil union partnership recognized under the New Jersey Civil Union Act (P.L. 2006, c.103). For more information regarding federal tax law please consult a tax advisor.

### **How do I Begin Annuity Payments?**

As you approach the Annuity Date, you may choose an Annuity Option, and we apply the greater of your Account Value, your Guaranteed Income Amount (unless your benefit has been terminated before the Annuity Date) or the Minimum Guaranteed Surrender Value and begin the Annuity Payments. The latest available Annuity Date is the first contract anniversary on or after the oldest Owner's or Annuitant's 95th birthday. You may choose an earlier Annuity Date, provided it occurs after the fifth contract anniversary, unless otherwise required by applicable law, and you have not surrendered the annuity.

Once you elect an Annuity Option and a frequency of payments, you will no longer have Account Value to access. You or your designated payee will receive your money only via the annuity payments. Once established, however, your Annuity Payments may not be altered or surrendered. There are two Annuity Options available:

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

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

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

## Federal Tax Status – Tax Considerations

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

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

Withdrawals or Surrenders from a Non-Qualified annuity will be taken first from the taxable portion of your Account Value. All Withdrawals or Surrenders taken prior to the Annuity Date will be taxed as ordinary income until all gain has been withdrawn. Once all gain has been withdrawn, Withdrawals or Surrenders will be treated as a non-taxable return of cost basis until all cost basis has been returned. The portion of a distribution from a Non-Qualified annuity that is considered taxable earnings is also subject to the 3.8% Medicare surtax which impacts higher income taxpayers.

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

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

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

If you hold an annuity under an IRA (or other tax-favored plan), Required Minimum Distribution rules must be satisfied. This means that generally payments must start by April 1 of the year after the year you reach age 70½ and must be made for each year thereafter. Roth IRAs are not subject to these rules during the Owner’s lifetime. Please consult with your tax advisor for more information.

This material is for informational or educational purposes only. The information is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. In providing these materials, Prudential Annuities Life Assurance Corporation (PALAC) is not acting as your fiduciary as defined by any applicable laws and regulations. Please consult your own independent advisor as to any tax or legal statements made herein.

### Transactions in the State of New Jersey

This annuity, the solicitation, negotiation and sale are subject to regulatory oversight by the State of New Jersey Department of Banking and Insurance. For questions, contact us via our toll-free consumer assistance hotline at 1.800.446.7467. Or, you may write to us at the following address:

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

This material is for informational or educational purposes only. The information is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. In providing these materials, Prudential Annuities Life Assurance Corporation (PALAC) is not acting as your fiduciary as defined by any applicable laws and regulations.