

INVESTMENT ADVISOR DECLARATION FORM



A Prudential Financial Company

Instructions:

- Please complete sections 1, 2, 3, 4, 5, 6, 8, 10 & page 7 and read sections 7 & 9.
- All information must be typed or printed in ink.
- A separate request form must be submitted for each annuity contract.

Important Tax Information

We present this information based on our understanding of tax law. You may wish to consult with a tax or legal adviser because neither we nor our representatives can provide tax or legal advice.

Federal and state income tax withholding. Federal and some state tax laws require us to withhold income taxes from certain cash payments unless you elect out of withholding and in certain other circumstances. We are required to withhold federal income taxes and certain state income taxes from the taxable portion of any withdrawal from a non-qualified annuity, an IRA, a Roth IRA, a Section 403(b) tax-deferred annuity, or a Section 401(a) qualified plan. If your distribution is from a 403(b) plan or 401(a) plan and is an "eligible rollover distribution", we will withhold a mandatory 20% federal income tax withholding.

Estimated tax and possible penalties. If you elect to have no income tax withheld from your withdrawal, or if you do not have enough income tax withheld from your withdrawal, you may be responsible for payment of estimated tax. You may incur penalties if your withholding and estimated tax payments are not sufficient. You may be subject to IRS penalties including fines and imprisonment, if you fail to provide your correct taxpayer identification number (TIN), fail to report taxable interest or dividends on your tax return, or give false tax information. You may be subject to a 10 percent federal income tax penalty if you are under the age of 59½.

Taxpayer identification number and U.S. citizenship. You must include your TIN in section 2. If the contract owner is an individual, this is the Social Security number. If you are not sure which number to put on the form, please refer to the chart below. You must state whether you are or are not a U.S. person (including resident alien). If you are not a U.S. person (including resident alien), you must provide the country of which you are a citizen and submit the applicable IRS Form W-8 (BEN, ECI, EXP, IMY). In most situations, the IRS Form W-8BEN will be the appropriate IRS Form W-8.

Use this table to determine the taxpayer identification number to include in section 2:

For this type of contract ownership:	Give Social Security number of:
Individual	Individual
Joint (two or more individuals, including husband and wife)	Actual contract owner, if combined funds, the first individual on the contract
Custodian account of a minor (UGMA/UTMA)	Minor
Sole proprietorship	Owner of business
Revocable or Grantor Trust	Grantor
For this type of contract ownership:	Give employer identification number of:
Corporation	Corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	Organization
Partnership	Partnership
Broker or registered nominee	Broker or nominee
Valid trust, estate trust, or pension trust	Legal entity (Do not furnish the identification number of personal representative or trustee unless the legal entity itself is not designated in the contract.)

Backup withholding. You must tell us if the IRS has notified you that you are subject to backup withholding because you did not report all your taxable interest and dividends on your tax return. **You are not subject to backup withholding if you did not receive such a notice from the IRS, or if the IRS recently told you that you are no longer subject to a backup withholding order.** If you have been notified that you are subject to backup withholding, please check the appropriate box in section 2. If the contract is held by a trustee as agent for an individual or by a grantor trust, the individual for whom the contract is held or the grantor must complete a substitute Form W-9 and attach it to this form in order not to be subject to backup withholding.

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1. ANNUITY & ADVISORY INFORMATION		
Annuity # (only one contract number per form)	Investment Advisor Representative's Name	
Application Date	Firm:	
Owner Name	Address	
City	State	Zip
Co-Owner Name (if applicable)	Daytime Phone #	
Fax #	E-mail Address (if available)	

2. TAX CERTIFICATION: (We cannot honor your withholding request unless this section is completed)
<p>Complete (A) or (B) below:</p> <p>(A) Under penalties of perjury, I certify that my correct taxpayer identification number is: Contract owner's Social Security number: _____ Contract owner's date of birth: _____</p> <p>Or</p> <p>Contract owner's employer identification number: _____</p> <p>Complete the following, if applicable: I am not subject to backup withholding for the reasons stated under "backup withholding" in the Important Taxpayer Information section. (Check the box below only if you are subject to backup withholding.) <input type="checkbox"/> I have been notified by the IRS that I am subject to backup withholding due to underreporting of interest or dividends.</p> <p>(B) <input type="checkbox"/> I am not a U.S. person (including resident alien). I am a citizen of: _____</p> <p>Attach the applicable IRS Form W-8 (BEN, ECI, EXP, IMY).</p>

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**American
Skandia**

A Prudential Financial Company

3. TRANSFER AUTHORIZATION

I/We, the undersigned Annuity Owner, hereby authorize American Skandia, a Prudential Financial Company (“American Skandia”) to (a) release account information to Investment Advisor named above (“Advisor”) and (b) comply with transfer instructions that may be communicated to American Skandia through electronic (including the use of IANet), written, telephone, facsimile or by other acceptable means at American Skandia’s sole discretion (“Transfer Requests”) by the Advisor with respect to the Annuity. This Authorization will remain in effect until the earlier of (1) the termination of this Authorization by either the owner(s), Advisor or American Skandia or (2) the total distribution of the Annuity or (3) notification of a death claim. I/We acknowledge that termination of this Authorization will only be effective when notice is received by American Skandia in writing at one of the addresses indicated on the first page of this form. I/We acknowledge and accept by entering into this agreement that American Skandia’s Electronic Services, as defined herein, including IANet is provided “as-is” without warranty of any kind. “American Skandia’s Electronic Services” means any and all electronic services provided by American Skandia, including IANet which is used by Advisors to conduct Transfer Requests for Annuity Owners. The definition of “American Skandia’s Electronic Services” EXPRESSLY DOES NOT INCLUDE any internal or external servers, hardware, software, electronics or other electronic components related thereto, originating with, acquired, owned, leased, rented or otherwise used by the Advisor, its employees or agents, (except for American Skandia’s Electronic Services), or any services provided by or through the Advisor’s internal or external server(s) or internet service provider. IANet allows the investment advisor to process list maintenance, and interfund trades. AMERICAN SKANDIA DOES NOT MAKE ANY, AND DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO AMERICAN SKANDIA’S ELECTRONIC SERVICES, INCLUDING IANET AND SERVICE ON-LINE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. No oral or written information or advice given by any representative of American Skandia shall create a warranty, in any way increase, or modify the scope of this warranty. I/We acknowledge and accept that access to American Skandia’s Electronic Services, including, but not limited to, Service On-Line, and IANet may be interrupted, delayed, limited or unavailable at any time, including without limitation, during peak demand periods, market volatility, systems upgrades, maintenance, or for other reasons. Neither American Skandia, its employees nor agents warrant that American Skandia’s Electronic Services, including, but not limited to Service On-Line and IANet, will meet my/our or my/our Advisor’s requirements or that use of and/or access to American Skandia’s Electronic Services including Service On-Line, will be uninterrupted or error free. IF SERVICE ON-LINE AND/OR IANET IS UNAVAILABLE OR DELAYED AT ANY TIME, AMERICAN SKANDIA MAY PROVIDE AN ALTERNATE MEANS VIA FACSIMILE OR OTHER MEANS TO BE DETERMINED BY AMERICAN SKANDIA AT ITS SOLE DISCRETION TO PLACE TRANSACTION REQUESTS. AMERICAN SKANDIA WILL NOT BE LIABLE AND/OR RESPONSIBLE FOR ANY TRANSACTION REQUESTS THAT ARE UNABLE TO BE COMMUNICATED TO AMERICAN SKANDIA OR THAT ARE UNABLE TO BE SUCCESSFULLY PROCESSED BY AMERICAN SKANDIA DUE TO INTERRUPTION, DELAY, LIMITATIONS OR UNAVAILABILITY OF THE AMERICAN SKANDIA’S ELECTRONIC SERVICES OR ANY ALTERNATIVE MEANS MADE AVAILABLE TO YOU OR YOUR ADVISOR FOR COMMUNICATING TRANSFER REQUESTS.

I/We authorize American Skandia to comply with all transfer requests by the Advisor, as described above to the extent that American Skandia permits such transfer requests to continue to be made. Notwithstanding this authorization, I/We understand that I/we may also make transfers under the Annuity as described in the Annuity.

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4. IMPORTANT INFORMATION ABOUT THE THIRD PARTY INVESTMENT ADVISOR ARRANGEMENT

Even though the annuity owner's Investment Advisor is taking advantage of American Skandia's IAnet service and service on line in connection with providing investment advice, the annuity owner and not American Skandia has hired the Investment Advisor. As such, I/We, the annuity owner, acknowledge that

PLEASE INITIAL EACH ITEM BELOW:

<input type="checkbox"/>	1. The Advisor that I/we have engaged is not acting on behalf of American Skandia but is acting on my/our behalf.
<input type="checkbox"/>	2. American Skandia is not responsible for any investment models or asset allocation programs my/our Advisor decides to follow or specific transfers my/our Advisor makes on my/our behalf.
<input type="checkbox"/>	3. Any fee that my/our Advisor charges is in addition to the fees and expenses that apply under the annuity contract.
<input type="checkbox"/>	4. My/our Advisor has provided me/us with a detailed description of the fees that he/she charges for providing the investment advisory service and has provided me with complete information as to how this fee will be deducted from my/our annuity contract.
<input type="checkbox"/>	5. My/our Advisor has informed me of whether or not he/she is also getting compensation in connection with the sale of the annuity contract, and has provided me/us with complete information regarding any such compensation.
<input type="checkbox"/>	6. The Investment Professional that sold me/us the annuity informed me of whether or not he/she is also getting compensation in connection with the sale of the advisory services that the Advisor is providing and has provided me/us with complete information regarding any such compensation.
<input type="checkbox"/>	7. I/We understand that because I/we have elected to retain the services of an Advisor, I/we am/are eligible to purchase a low charge annuity known as American Skandia Advisors Choice ® 2000 rather than the higher cost annuity that I/we have purchased. Purchase of the American Skandia Advisors Choice ® 2000 annuity would decrease my/our overall costs. (I understand that this may not be the case if I/we are required to surrender an annuity in order to purchase American Skandia Advisors Choice ® 2000, because there may be costs associated surrendering the annuity. In addition I/we may lose the value of guaranteed benefits that I/we had purchased under the other annuity).
<input type="checkbox"/>	8. I/We understand that should I elect to purchase American Skandia Advisors Choice ® 2000, my/our Investment Professional does not receive a commission for the sale of the annuity whereas with a higher cost annuity, my/our Investment Professional does receive a commission for the sale of the annuity.
<input type="checkbox"/>	9. My/Our Advisor has informed me that American Skandia does not verify that the amounts withdrawn by my/our Advisor from my/our annuity to pay my/our Advisor's fee are correct.
<input type="checkbox"/>	10. My/our Advisor has informed me/us that any withdrawal from the annuity to pay the investment advisory fee may result in adverse tax consequences, the imposition of a contingent deferred sales charge and/or a market value adjustment.
<input type="checkbox"/>	11. My/our Advisor has informed me/us that any withdrawal from my/our annuity to pay investment advisory fees will generally also reduce the level of various living benefit and death benefit guarantees provided under the Annuity .

5. FEE PAYMENT AUTHORIZATION (CHECK BELOW TO AUTHORIZE FEE PAYMENT FROM ANNUITY CONTRACT VALUE)

I/We hereby authorize American Skandia to comply with Advisor's requests to liquidate a given percentage or dollar amounts in the annuity to pay advisory fees ("Fees") under an advisory service agreement executed me/us through IA Net or otherwise. I/We acknowledge and understand that this authorization will permit American Skandia to liquidate a larger percentage or dollar amount than the amount required to pay the Fees since partial surrenders to pay such fees may result in the imposition of surrender charges, adverse tax consequences and/or a reduction in guaranteed benefits. I/we expressly acknowledge Skandia has no responsibility or liability to determine that instructions received from the Advisor are in compliance with such agreement or to inquire into the amount of the annuity value withdrawn. The fees will be deducted pro-rata from the funds in variable sub-accounts of the Annuity.

I/We authorize the Fee payments described above.

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6. TAX WITHHOLDING AND ELECTION – For Non-Qualified Annuity Contracts Only

Tax withholding election.

I/We understand that liquidation of contract units to pay Fees for non-qualified Annuities are considered to be constructive income to the extent of any gain distributed and therefore may be subject to income tax withholding and an IRS early distribution penalty.

These distributions are not considered taxable from IRA, Roth IRA, 401(a) or 403(b) contracts.

The taxable portion of the withdrawal that you receive will be subject to federal income tax withholding and state income tax withholding, where applicable, unless you elect not to have withholding apply. The taxable portion of your withdrawal will normally be subject to federal income tax withholding at a rate of 10 percent. Your withdrawal will also be subject to state income tax withholding in certain states.

Please note that if you are a U.S. citizen, and your address of record is a non-U.S. address, we are required to withhold income tax unless you provide us with a U.S. residential address. If applicable, please include your U.S. residential address with this form.

By signing and dating this form and making no entries in this section, you can elect **not** to have any taxes (federal or state) withheld, but you will still be liable for payment of any taxes due. Please check the appropriate boxes if you want to have federal and/or state income tax withheld.

Withhold 10 percent **federal** income taxes on the taxable portion of my distributions.

(If you want to have more than 10 % withheld, please indicate in the box below.)

Percent _____ % (minimum 10 percent) or Specific dollar amount \$ _____
(Amount cannot be less than 10 percent of distribution.)

If you want to have state income taxes withheld from the taxable portion of your withdrawal, please complete the appropriate box(es) below. Please be advised that if your resident state requires mandatory withholding, we will withhold the default amount your state requires if you elect no withholding.

Withhold **state** income taxes on the taxable portion of my withdrawal based on the following criteria:

Percent _____ % or Specific dollar amount \$ _____

Note: The percent or dollar amount cannot be less than the minimum required by your state of residence. If the amount you selected is less, we will withhold the required default amount.

7. INVESTOR ALLOCATION AGREEMENT

If the Annuity is issued as a 401 funding vehicles, 403(b) custodial account, SEP/IRA account or IRA custodial account, I/We declare that the Fees shall be paid solely from the sub-accounts of the Annuity and that I/We have executed an agreement with the Advisor and Custodian which so states.

If the Annuity is issued as an IRA, SEP/IRA, or 403(b) Annuity, I/We declare that the Annuity is solely responsible for the Fees and that I/We have executed an agreement with the Advisor which so states. American Skandia will not report fee liquidations from IRA, SEP/IRA, and 403(b) annuities, but reserves the right to change this tax reporting position at any time upon written notice to the Owner and Advisor. Such a change will not alter future payments authorized under this form.

8. OPTIONAL PROGRAMS

Please place a check in the boxes below to cancel the following optional programs on the annuity as they may conflict with Investment Advisor's Activity Failure to cancel one of these optional programs may result in American Skandia canceling your investment advisor's access to IAnet:

Morningstar Asset Allocation Dollar Cost Averaging Auto Rebalancing

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9. DISCLAIMER AND RELEASE

American Skandia makes no representations, warranties, or covenants, express or implied, oral or written, including without limitation all implied warranties of merchantability or fitness for a particular purpose and all warranties implied from any course of dealing, course of performance or usage of trade, concerning the tax treatment of the payment of any Fees or other amounts, under the Internal Revenue Code, as may be amended from time to time, or under any other similar law or set of laws, by accepting instructions in connection with this Authorization. American Skandia has no responsibility or liability for any taxes, fees, penalties, and/or interest, or for any other claims, actions, damages (including indirect, incidental, consequential, punitive, special or exemplary damages), expenses, costs (including reasonable legal costs) and other liabilities, including without limitation, damages for loss of revenue or lost profits, arising from any transaction contemplated by this Authorization whether such transaction is Advisor-initiated or otherwise (individually and collectively referred to as "Loss"), which may be assessed by the Internal Revenue Service or other agency, by any tribunal or court, or otherwise incurred by Owner(s), even though Owner and/or Advisor may have been advised of the possibility of such Loss. In no event and under no circumstances will American Skandia, its employees, agents or affiliates be liable and/or responsible for any Loss incurred by Advisor and/or Owner as a result of any services, electronic or otherwise, which do not qualify as American Skandia Electronic Services as defined herein. I/We hereby agree to indemnify American Skandia, its employees, agents and any independent provider/transmitter of electronic information, from, and hold American Skandia and such other parties harmless against, and agree that American Skandia and such other parties have no responsibility or liability for, any Loss which may directly or indirectly arise from or be caused by (a) any inaccuracy, delay, error or omission in any transmission or delivery of information, including without limitation any communication failure or electronic failure, not caused by the willful misconduct of American Skandia, its employees or agents; (b) non-performance; (c) any "force majeure," including but not limited to flood, earthquake, fire, war, insurrection, riot, labor dispute, accident, power failure, equipment or software malfunction or failure, extraordinary weather conditions or other act of God; or (d) any other cause beyond the reasonable control of American Skandia, its employees, agents and/or any independent provider or transmitter of electronic information.

10. SIGNATURE(S)

This authorization will remain in full force and effect until revoked by me/us by a written, signed notice received at one of American Skandia's address noted below and on the first page of this form. The Owner hereby represents that he/she has read the terms and conditions herein and agrees to be bound by such terms and conditions as currently in effect and as may be amended from time to time by American Skandia in its sole discretion. The Owner understands that this account is governed by an Arbitration Agreement, which appears on page 6. **Owner hereby acknowledges that he/she has read, understood and received a copy of the Arbitration Agreement.**

The IRS does not require your consent to any provisions of this document other than certification required to avoid backup withholding.

This agreement contains a pre-dispute arbitration agreement on pages 7 and 8 a copy of which will be provided to you.

Owner(s) Signature	Date
Owner(s) Signature	Date
Signature of authorized person of RIA firm	Date

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Please keep a copy of this document for your records:

ARBITRATION AGREEMENT

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- 1. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- 2. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- 3. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- 4. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.**
- 5. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- 6. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- 7. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY ADMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

I agree that all controversies that may arise between us and/or the investment advisor concerning any trade, order or transaction, or the continuation, performance or breach of this or any other agreement between us, whether entered into before, on, or after the date this investment advisor declaration form is executed, shall be finally and exclusively determined by arbitration before a panel of independent arbitrators under the rules of arbitration of the American arbitration association then in effect. I understand that the arbitration will be held in Fairfield County, Connecticut before three arbitrators who have no present or former affiliation with any party to this agreement and who are knowledgeable about variable annuities and investment advisory and/or allocation services. I acknowledge that each party will choose one arbitrator, and the two arbitrators so chosen will choose a third who will chair the proceedings i agree that any decision rendered by the arbitrators will be binding, final and conclusive upon the parties and that the controversies submitted to arbitration will for all purposes be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the state of Connecticut without regard to conflict of laws or choice of law principles. I acknowledge that the prevailing party in arbitration will be entitled to recover from the other party all reasonable attorneys' fees incurred in connection therewith. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

I further acknowledge that if any portion or provision of this Arbitration Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court, then the remainder of this Arbitration Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Arbitration Agreement shall be valid and enforceable to the fullest extent permitted by law.

Owner(s) Signature _____

Date _____

Owner(s) Signature _____

Date _____

Contact us at 1-800-628-6039 x21414

www.americanskandia.prudential.com

Please return or fax form to: American Skandia Life Assurance Corporation, P. O. Box 7960, Philadelphia, PA 19176

Fax 800-207-7806

For Overnight Delivery: American Skandia Life Assurance Corporation, 2101 Welsh Road, Dresher, PA. 19025

IA Declaration Form 20050406