

SERFF Tracking Number: PALD-125846058 State: Arkansas
 Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
 Company Tracking Number: P09IEP
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
 Adjustable Life
 Product Name: P09IEP
 Project Name/Number: P09IEP/P09IEP

Filing at a Glance

Company: Pacific Life Insurance - Life Division

Product Name: P09IEP

SERFF Tr Num: PALD-125846058 State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium
 Adjustable Life

SERFF Status: Closed

State Tr Num: 40724

Sub-TOI: L09I.103 External Indexed - Joint
 (Last Survivor)

Co Tr Num: P09IEP

State Status: Approved-Closed

Filing Type: Form

Co Status: Pending State
 Response-Initial Submission

Reviewer(s): Linda Bird

Author: Jill Dease

Disposition Date: 11/06/2008

Date Submitted: 10/30/2008

Disposition Status: Approved

Implementation Date Requested: 02/01/2009

Implementation Date:

State Filing Description:

General Information

Project Name: P09IEP

Status of Filing in Domicile: Pending

Project Number: P09IEP

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/06/2008

State Status Changed: 11/06/2008

Deemer Date:

Corresponding Filing Tracking Number: P09IEP

Filing Description:

Re: Form P09IEP, Last Survivor Indexed Universal Life Insurance

Form R09SVERL, SVER Term Insurance Rider - Last Survivor

Form R09ARI, Term Insurance Rider

SERFF Tracking Number: PALD-125846058 State: Arkansas
Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
Company Tracking Number: P09IEP
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
Adjustable Life
Product Name: P09IEP
Project Name/Number: P09IEP/P09IEP

We are submitting the above referenced individual life insurance forms in final print for your approval. These are new forms that do not replace any previously approved forms. These new forms are being submitted in Nebraska, our state of domicile, and in all other states where Pacific Life is licensed which require such filing. Each form is based on 2001 CSO mortality. Form P09IEP is a last survivor indexed universal life general account policy. Rider form R09SVERL is a last survivor term insurance rider. Please note that "SVER" is not an acronym; that is, it does not stand for any particular sequence of words. Rider R09ARI is a single life term insurance rider which may cover either, or both, of the joint insureds.

The following pertain to this submission:

- Actuarial Memorandum and Illustration Actuary's Certification for each policy, and any required certifications are enclosed.
- Sample illustration and, where required, policy owner's periodic report, both with hypothetical numeric data, to show the format and information content of the documents, are enclosed.
- The forms satisfy any relevant readability requirements (any required certification is enclosed), with readability scores of: 50.1, 55.3, and 53.6, respectively.
- These forms will be marketed through our licensed agents. The target release date is 2/1/09, or upon approval.
- The forms will be used mainly with application #A09IUW, previously approved by your state on 8/21/08.
- Issue ages are 20-90. If a filing fee is required, it is handled in the usual manner.
- These policies are intended to use the rider forms used with policy # P08PI3, approved 11/13/07.
- The sample policies display 2001 CSO rates in all years. For the policy, the first year's Fixed Account guaranteed interest rate will be the current rate at issue and for the policy and the first rider, the guaranteed cost of insurance rates will, for an initial number of years, be the rates that are the current rates as of the issue date.

To the best of my knowledge and belief this filing complies with the laws and regulations of your state. If you would like to discuss any aspect of this filing, please feel free to contact me at jill.dease@pacificlife.com or (800) 800-7081, extension 7081.

Sincerely,

Jill Dease
Product Compliance, Life Division

SERFF Tracking Number: PALD-125846058 State: Arkansas
 Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
 Company Tracking Number: P09IEP
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
 Adjustable Life
 Product Name: P09IEP
 Project Name/Number: P09IEP/P09IEP

Company and Contact

Filing Contact Information

Jill Dease, Compliance Analyst Jill.Klinger@pacificlif.com
 700 Newport Center Drive (949) 219-3618 [Phone]
 Newport Beach, CA 92660 (949) 219-4304[FAX]

Filing Company Information

Pacific Life Insurance - Life Division CoCode: 67466 State of Domicile: Nebraska
 700 Newport Center Drive Group Code: 709 Company Type:
 Newport Beach, CA 92660 Group Name: State ID Number:
 (949) 219-3118 ext. [Phone] FEIN Number: 95-1079000

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 per filing when Policy is included
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance - Life Division	\$50.00	10/30/2008	23590799

SERFF Tracking Number: PALD-125846058 State: Arkansas
 Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
 Company Tracking Number: P09IEP
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
 Adjustable Life
 Product Name: P09IEP
 Project Name/Number: P09IEP/P09IEP

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/06/2008	11/06/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/03/2008	11/03/2008	Jill Dease	11/03/2008	11/05/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Last Survivor Form Indexed Universal Life Insurance		Jill Dease	10/31/2008	10/31/2008

SERFF Tracking Number: PALD-125846058 *State:* Arkansas
Filing Company: Pacific Life Insurance - Life Division *State Tracking Number:* 40724
Company Tracking Number: P09IEP
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.103 External Indexed - Joint (Last Survivor)
Adjustable Life
Product Name: P09IEP
Project Name/Number: P09IEP/P09IEP

Disposition

Disposition Date: 11/06/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PALD-125846058 State: Arkansas
 Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
 Company Tracking Number: P09IEP
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
 Adjustable Life
 Product Name: P09IEP
 Project Name/Number: P09IEP/P09IEP

Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Certification/Notice		Yes
Supporting Document	Certification/Notice	Replaced	Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum		No
Form (revised)	Last Survivor Indexed Universal Life Insurance		Yes
Form	Last Survivor Indexed Universal Life Insurance	Replaced	Yes
Form	Last Survivor Indexed Universal Life Insurance	Replaced	Yes
Form	SVER Term Insurance Rider - Last Survivor		Yes
Form	Annual Renewable Term Rider		Yes

SERFF Tracking Number: PALD-125846058 State: Arkansas
Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
Company Tracking Number: P09IEP
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
Adjustable Life
Product Name: P09IEP
Project Name/Number: P09IEP/P09IEP

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/03/2008
Submitted Date 11/03/2008

Respond By Date

Dear Jill Dease,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)
- Last Survivor Indexed Universal Life Insurance (Form)

Comment: Filing of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or other cost factors and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Please refer to policy Death Benefit Proceeds. The payment of interest on delayed claim payments is not in compliance with Ark. Code Ann. 23-81-118.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/03/2008
Submitted Date 11/05/2008

Dear Linda Bird,

Comments:

Response 1

SERFF Tracking Number: PALD-125846058 State: Arkansas
Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
Company Tracking Number: P09IEP
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
Adjustable Life
Product Name: P09IEP
Project Name/Number: P09IEP/P09IEP

Comments: Dear Ms. Bird,

Thank you for your recent review of our filing. For ease of reference, I have repeated your objections to our filing, and then commented below.

Objection

Filing of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or other cost factors and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Response:

I have attached the requested certifications for your review.

Objection:

Please refer to policy Death Benefit Proceeds. The payment of interest on delayed claim payments is not in compliance with Ark. Code Ann. 23-81-118.

Please feel free to contact me if you have questions.

Response:

I have revised the Death Benefit Proceeds provision in our contract to more closely agree with Ark. Code Ann. 23-81-118.

All changes are located in the revised documents attached to the Form Schedule Tab. If you have any questions regarding this or any other aspect of the filing, please feel free to contact me at (800) 800-7681, ext. 3618

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)
- Last Survivor Indexed Universal Life Insurance (Form)

Comment:

Filing of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or other cost

SERFF Tracking Number: PALD-125846058 State: Arkansas
 Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
 Company Tracking Number: P09IEP
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
 Adjustable Life
 Product Name: P09IEP
 Project Name/Number: P09IEP/P09IEP

factors and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Please refer to policy Death Benefit Proceeds. The payment of interest on delayed claim payments is not in compliance with Ark. Code Ann. 23-81-118.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification/Notice
 Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Last Survivor Indexed Universal Life Insurance	P09IEP		Policy/Contract/Fraternal Certificate	Initial		50	P09IEPAR.pdf
Previous Version							
Last Survivor Indexed Universal Life Insurance	P09IEP		Policy/Contract/Fraternal Certificate	Initial		50	P09IEPAR.pdf
Last Survivor Indexed Universal Life Insurance	P09IEP		Policy/Contract/Fraternal Certificate	Initial		50	P09IEPAR.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Jill Dease

SERFF Tracking Number: PALD-125846058 State: Arkansas
 Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
 Company Tracking Number: P09IEP
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
 Adjustable Life
 Product Name: P09IEP
 Project Name/Number: P09IEP/P09IEP

Amendment Letter

Amendment Date:
 Submitted Date: 10/31/2008

Comments:

A few of the coverage charges listed in the specifications pages of the originally attached policy were incorrect. I have attached the corrected policy here for your review. I apologize for any inconvenience this may cause.

Thank you,

Jill

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
P09IEP	Policy/Contract/Fraternal Certificate	Last Survivor Universal Life Insurance	Initial Indexed				50	P09IEPAR.pdf

SERFF Tracking Number: PALD-125846058 State: Arkansas
 Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
 Company Tracking Number: P09IEP
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
 Adjustable Life
 Product Name: P09IEP
 Project Name/Number: P09IEP/P09IEP

Form Schedule

Lead Form Number: P09IEP

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P09IEP	Policy/Cont	Last Survivor ract/Fratern Indexed Universal al Life Insurance Certificate	Initial		50	P09IEPAR.pdf
	R09SVERL	Certificate	SVER Term Amendmen Insurance Rider - t, Insert Last Survivor Page, Endorseme nt or Rider	Initial		55	R09SVERL.pdf
	R09ARI	Certificate	Annual Renewable Amendmen Term Rider t, Insert Page, Endorseme nt or Rider	Initial		54	R09ARI.pdf



PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise Drive • Aliso Viejo, CA 92656

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this policy according to its provisions. The consideration for this policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may be fixed or variable depending on the Death Benefit option elected and may increase or decrease.

Premiums are flexible, subject to minimums required to keep the policy In Force. Even if Planned Premiums are paid, it is possible that, due to changes in interest credited, expense loads, and Cost of Insurance Rates, the Policy may not continue In Force; that is, it may lapse before any death benefit is payable. Additionally, loans, withdrawals, and Death Benefit Option changes will affect the length of time the Policy stays In Force.

Signed for Pacific Life Insurance Company,

Chairman, President and Chief Executive Officer

Secretary

LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable When Both Insureds Have Died**
(There Is No Death Benefit On The First Death Of The Two Insureds)
- **Net Cash Surrender Value Payable Upon Surrender**
- **Optional Indexed Feature**
- **Adjustable Face Amount**
- **Flexible Premiums**
- **Non-Participating**

INSURED:	LELAND STANFORD	ADDITIONAL INSURED:	MARY STANFORD
SEX AND AGE:	MALE 35	SEX AND AGE:	FEMALE 35
RISK CLASS:	STANDARD NONSMOKER	RISK CLASS:	STANDARD NONSMOKER
POLICY NUMBER:	VF99999990	TOTAL FACE AMOUNT	\$200,000
POLICY DATE:	MAY 1, 2009	OWNER:	LELAND STANFORD

Free Look Right - You may return this policy within 20 days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund any premium paid.

(This page intentionally left blank)

POLICY SPECIFICATIONS

BASE POLICY: LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE
PREMIUMS: PLANNED ANNUAL PREMIUM = \$ 1,650.00
7 PAY PREMIUM = 4,391.57
GUIDELINE SINGLE PREMIUM = 18,710.61
GUIDELINE LEVEL PREMIUM = 1,704.02

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST
(THIS ELECTION IS IRREVOCABLE FOR THE LIFE OF THE CONTRACT)

DEATH BENEFIT OPTION: A
FIXED ACCOUNT GUARANTEED INTEREST RATE, POLICY YEAR 1: 5.00%
FIXED ACCOUNT GUARANTEED INTEREST RATE, POLICY YEARS 2+: 2%
NET AMOUNT AT RISK FACTOR: 1.0016516
MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE YOUNGER INSURED ATTAINS AGE 121
MAXIMUM PREMIUM LOAD RATE: 7.8%
ADMINISTRATIVE CHARGE PER MONTH: \$10.00
SHORT-TERM NO LAPSE PERIOD: [10] POLICY YEARS
SHORT-TERM NO LAPSE PREMIUM: \$1,063.52

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT: \$573.00
REDUCTION FACTOR: \$57.30
END YEAR: 10 YEARS

INDEXED ACCOUNT TRANSFER DATES: THE 15TH DAY OF EACH CALENDAR MONTH
(SEE INDEXED ACCOUNTS SECTION FOR EXPLANATION)

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P09IEP BASIC COVERAGE

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER
ADDITIONAL INSURED:	MARY STANFORD
SEX AND AGE:	FEMALE 35
RISK CLASS:	STANDARD NONSMOKER

R09SVERL SVER TERM INSURANCE RIDER – LAST SURVIVOR

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER
ADDITIONAL INSURED:	MARY STANFORD
SEX AND AGE:	FEMALE 35
RISK CLASS:	STANDARD NONSMOKER

R09ARI ANNUAL RENEWABLE TERM RIDER

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.00010
2	0.00032
3	0.00058
4	0.00088
5	0.00124
6	0.00166
7	0.00217
8	0.00281
9	0.00358
10	0.00456
11	0.00576
12	0.00721
13	0.00902
14	0.01095
15	0.01334
16	0.01623
17	0.01978
18	0.02432
19	0.02984
20	0.03665
21	0.04508
22	0.05529
23	0.06744
24	0.08101
25	0.09670
26	0.11548
27	0.13840
28	0.16625
29	0.19919
30	0.23753
31	0.28193
32	0.33244
33	0.38971
34	0.45599
35	0.53091
36	0.61998
37	0.72482
38	0.85432
39	1.00190
40	1.17005
41	1.36386
42	1.58571
43	1.84449
44	2.14716

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	2.49883
46	2.89819
47	3.39701
48	3.95876
49	4.56965
50	5.26075
51	6.04685
52	6.86277
53	7.89660
54	9.017130
55	10.22612
56	11.41071
57	12.25347
58	13.40471
59	14.89315
60	16.70894
61	18.95437
62	21.13368
63	23.47122
64	24.19691
65	25.71125
66	27.93336
67	30.28764
68	32.98140
69	36.07621
70	39.64408
71	43.70884
72	48.12548
73	52.93325
74	58.09313
75	63.84003
76	70.17428
77	76.79034
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER – LAST SURVIVOR

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.00010
2	0.00032
3	0.00058
4	0.00088
5	0.00124
6	0.00166
7	0.00217
8	0.00281
9	0.00358
10	0.00456
11	0.00576
12	0.00721
13	0.00902
14	0.01095
15	0.01334
16	0.01623
17	0.01978
18	0.02432
19	0.02984
20	0.03665
21	0.04508
22	0.05529
23	0.06744
24	0.08101
25	0.09670
26	0.11548
27	0.13840
28	0.16625
29	0.19919
30	0.23753
31	0.28193
32	0.33244
33	0.38971
34	0.45599
35	0.53091
36	0.61998
37	0.72482
38	0.85432
39	1.00190
40	1.17005
41	1.36386
42	1.58571
43	1.84449
44	2.14716

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER – LAST SURVIVOR
CONTINUED

INSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	2.49883
46	2.89819
47	3.39701
48	3.95876
49	4.56965
50	5.26075
51	6.04685
52	6.86277
53	7.89660
54	9.01713
55	10.22612
56	11.41071
57	12.25347
58	13.40471
59	14.89315
60	16.70894
61	18.95437
62	21.13368
63	23.47122
64	24.19691
65	25.71125
66	27.93336
67	30.28764
68	32.98140
69	36.07621
70	39.64408
71	43.70884
72	48.12548
73	52.93325
74	58.09313
75	63.84003
76	70.17428
77	76.79034
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF FACE AMOUNT APPLICABLE
TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF FACE AMOUNT APPLICABLE
TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$37.86
2	37.86
3	37.86
4	37.86
5	37.86
6	37.86
7	37.86
8	37.86
9	37.86
10	37.86
11	31.12
12	31.12
13	31.12
14	31.12
15	31.12
16	31.12
17	31.12
18	31.12
19	31.12
20	31.12
21	34.49
22	34.49
23	34.49
24	34.49
25	34.49
26	34.49
27	34.49
28	34.49
29	34.49
30	34.49
31	34.49
32	34.49
33	34.49
34	34.49
35	34.49
36	34.49
37	34.49
38	34.49
39	34.49
40	34.49
41	34.49
42	34.49
43	34.49
44	34.49

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUEDINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$34.49
46	34.49
47	34.49
48	34.49
49	34.49
50	34.49
51	34.49
52	34.49
53	34.49
54	34.49
55	34.49
56	34.49
57	34.49
58	34.49
59	34.49
60	34.49
61	34.49
62	34.49
63	34.49
64	34.49
65	34.49
66	34.49
67	34.49
68	34.49
69	34.49
70	34.49
71	34.49
72	34.49
73	34.49
74	34.49
75	34.49
76	34.49
77	34.49
78	34.49
79	34.49
80	34.49
81	34.49
82	34.49
83	34.49
84	34.49
85	34.49
86	34.49
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVR TERM INSURANCE RIDER – LAST SURVIVORINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$0
2	14.62
3	21.93
4	21.93
5	21.93
6	21.93
7	21.93
8	21.93
9	21.93
10	21.93
11	14.62
12	14.62
13	14.62
14	14.62
15	14.62
16	14.62
17	14.62
18	14.62
19	14.62
20	14.62
21	17.55
22	17.55
23	17.55
24	17.55
25	17.55
26	17.55
27	17.55
28	17.55
29	17.55
30	17.55
31	17.55
32	17.55
33	17.55
34	17.55
35	17.55
36	17.55
37	17.55
38	17.55
39	17.55
40	17.55
41	17.55
42	17.55
43	17.55
44	17.55

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVR TERM INSURANCE RIDER – LAST SURVIVOR
CONTINUED

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$17.55
46	17.55
47	17.55
48	17.55
49	17.55
50	17.55
51	17.55
52	17.55
53	17.55
54	17.55
55	17.55
56	17.55
57	17.55
58	17.55
59	17.55
60	17.55
61	17.55
62	17.55
63	17.55
64	17.55
65	17.55
66	17.55
67	17.55
68	17.55
69	17.55
70	17.55
71	17.55
72	17.55
73	17.55
74	17.55
75	17.55
76	17.55
77	17.55
78	17.55
79	17.55
80	17.55
81	17.55
82	17.55
83	17.55
84	17.55
85	17.55
86	17.55
87+	0

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT

Segment Term: 1 Year
 Segment Guaranteed Interest Rate: 0.00%
 Participation Rate: 100%
 Growth Cap: 12%
 Cumulative Segment Guaranteed Interest Rate: 0.00%

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see **Indexed Accounts**.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate
 b = Participation Rate
 c = Growth Cap
 d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and
 b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. As of the Policy Date, the Participation Rate is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 100%.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. As of the Policy Date, the Growth Cap is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 3% over the entire Segment Term.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

POLICY SPECIFICATIONS

5 YEAR INDEXED ACCOUNT

Segment Term: 5 Years
 Segment Guaranteed Interest Rate: 1.00%
 Participation Rate: 100%
 Growth Cap: None
 Cumulative Segment Guaranteed Interest Rate: 5.10%

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see **Indexed Accounts**.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate
 b = Participation Rate
 c = Growth Cap
 d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and
 b = the average Closing Value of the Index as of the day before the end of the last twelve Segment Months of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. As of the Policy Date, the Participation Rate is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 100%.

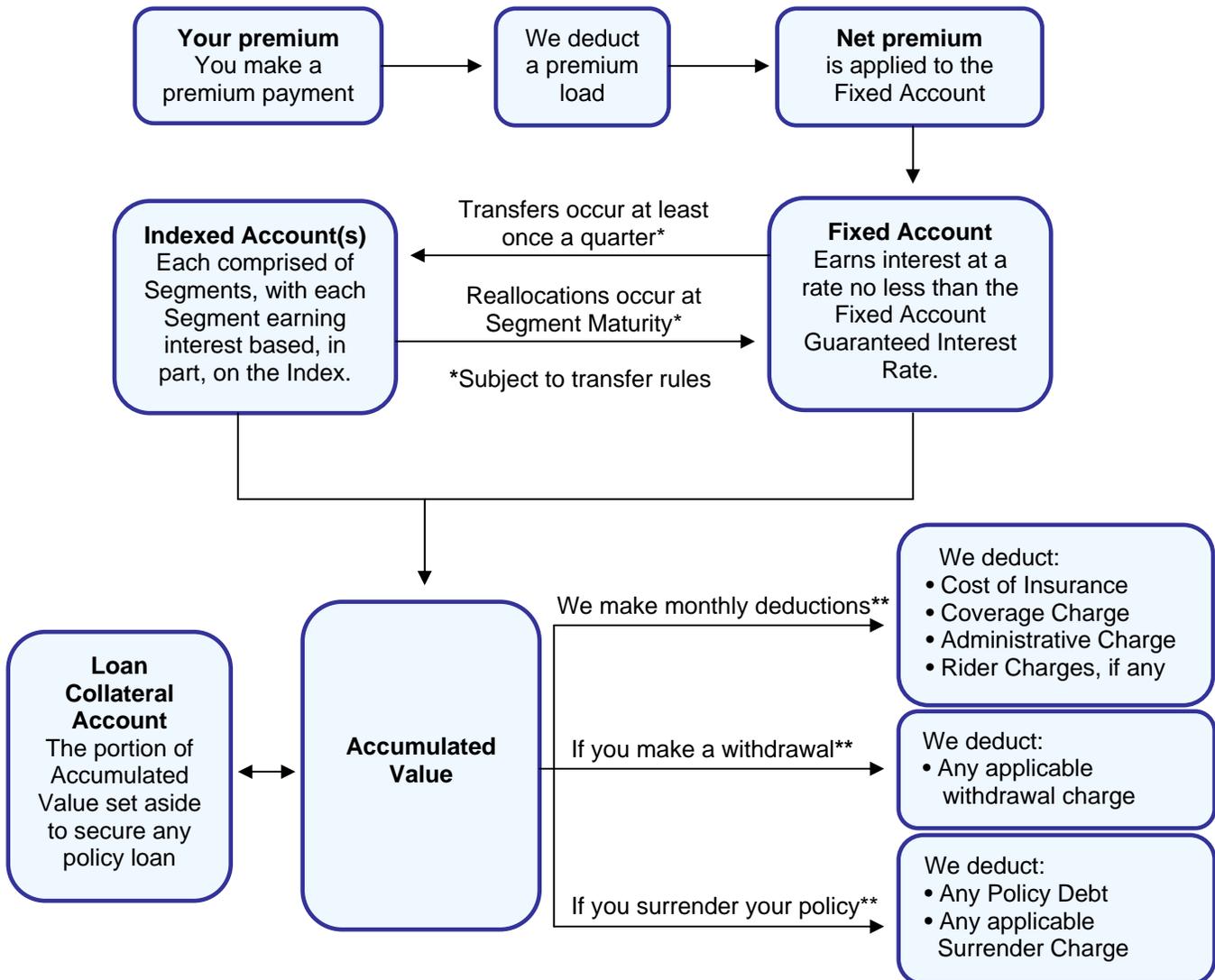
Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. As of the Policy Date, the Growth Cap is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 15% over the entire Segment Term.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

SUMMARY DESCRIPTION

This is a last survivor flexible premium universal life insurance policy with an optional feature linking interest to an outside index ("Index"). Provided the policy is In Force, a death benefit is payable upon the death of the Survivor of the two Insureds. Premiums, net of Premium Load, are credited to an account earning a fixed rate of interest ("Fixed Account") at a rate not less than the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications. Then, according to your instructions, a portion of the premium may be transferred to one or more Indexed Accounts that earn interest, based in part, on the growth rate of the Index. The growth rate of each Indexed Account has an upper limit (the Growth Cap), and a lower limit (the Segment Guaranteed Interest Rate) as shown in the Policy Specifications. Policy charges are deducted from the policy's Accumulated Value. Diagrams are included as a general representation of how the policy works. A detailed explanation of how the Indexed Accounts work is contained in the Indexed Accounts section. Additional information, key definitions, and the various policy provisions are included in this contract. Please read your policy carefully. It is a legal contract between you and Pacific Life Insurance Company.

HOW YOUR POLICY ACCUMULATED VALUE WORKS



**All Monthly Deductions, Withdrawals and Loans from the Accumulated Value are taken from the Fixed Account, then from the Indexed Accounts.

DEFINITIONS

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to show emphasis.

Accounts – consist of the Fixed Account (see **Accumulated Value**) and the Indexed Accounts (see **Indexed Accounts**), each of which may be referred to as an Account.

Accumulated Value – is the sum of Net Premiums and credited interest less withdrawals and deductions. See the Accumulated Value section for details.

Administrative Office – is the office that administers your policy. The address of the Administrative Office at the time you applied for this policy is shown in the heading of the application, which is attached to this policy. If the address changes, we will send a change notification at your last known address.

Application – consists of the application for this policy, including any Certificate of Health, amendments, or endorsements, and any application for reinstatement or increase in benefits.

Age – for each Insured, means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed.

Business Day – is a day when both we and the New York Stock Exchange are open for business.

Class – is used in determining policy charges and interest credited, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, each Insured's Age and Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Coverage Layer – is a layer of insurance coverage under this policy. There may be one or more Coverage Layers. Any elective increase in Face Amount will comprise a new Coverage Layer. Each Coverage Layer has its own Face Amount, Risk Class, effective date, and set of charges. The Face Amount, Risk Class, effective date, and set of charges for the initial Coverage Layer are shown in the Policy Specifications. The Face Amount, Risk Class, effective date, and set of charges for any Coverage Layer added at a later time will be shown in a Supplemental Schedule of Coverage sent to you at that time.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class.

Face Amount – is the Face Amount of Basic Coverage as shown in the Policy Specifications.

Insureds – are the two persons insured under this policy, consisting of the Insured and the Additional Insured. The Insureds are shown in the Policy Specifications. When used in the singular and when not otherwise identified, Insured means either of the Insureds.

In Force – means a policy is in effect and provides a death benefit on the Insured.

Monthly Deduction End Date – is shown in the Policy Specifications and is the date when Monthly Deductions end.

Monthly Payment Date – is the same day in each month as the Policy Date and is the date on which certain policy charges are deducted from the Accumulated Value. The first Monthly Payment Date is the Policy Date.

Net Accumulated Value – is the Accumulated Value less Policy Debt.

Net Amount at Risk – is equal to the Death Benefit as of the most recent Monthly Payment Date divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value. The Accumulated Value used in this calculation will be as of the beginning of the policy month before the Monthly Deduction is assessed. The Net Amount at Risk is used to calculate the Cost of Insurance Charge (see the Policy Charges section).

Net Premium – is the premium we receive reduced by any Premium Load.

Owner, you, or your – refers to the Owner of this policy.

Policy Date – is the effective date of coverage under this policy and is shown in the Policy Specifications. Policy months, years and anniversaries are measured from this date.

Policy Debt – is the sum of all outstanding policy loans plus accrued loan interest.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy charges and is determined by us during the underwriting process. It depends on each Insured's age, sex, health, tobacco use, and other factors. The Risk Class of each Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Survivor – is the Insured remaining alive after the first death of the two Insureds. If the two Insureds die in close proximity such that it cannot be determined who died first, unless otherwise provided, it shall be assumed that the younger survived the older.

Total Face Amount – is the sum of Face Amount of Basic Coverage and the Face Amounts of any rider providing last survivor coverage on the Insureds. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications.

We, our, ours, and us – refer to Pacific Life Insurance Company.

Written Request – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request.

DEATH BENEFIT

When the Policy is In Force – This policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following:

- surrender, as described in the Surrender and Withdrawal of Values provision;
- lapse, as described in the Grace Period and Lapse provision; or
- the death of the Survivor.

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include increases or decreases in Face Amount, as described in later sections of this policy.

Death Benefit – This policy provides a Death Benefit on the death of the Survivor while this policy is In Force. This section describes how the Death Benefit is calculated. On the date of death, the Death Benefit is the larger of:

- The Death Benefit calculated under the Death Benefit Option in effect; or
- The Minimum Death Benefit specified below, calculated under the Death Benefit Qualification Test that applies to your policy.

The Death Benefit as calculated above will then be increased to the extent, if any, required by the minimum death benefit provisions set out in General Provisions to satisfy certain federal tax qualification requirements.

Death Benefit Options – You elected the Death Benefit Option in the application. The initial Death Benefit Option appears in the Policy Specifications. The Death Benefit Options are explained below.

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value at death.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distribution that reduces the Accumulated Value. If the sum of any such reductions is greater than the sum of the premiums paid, then the Death Benefit may be less than the Total Face Amount.

Death Benefit Qualification Test – In order for your policy to be classified as a “life insurance contract” under the Code, it must at all relevant times satisfy one of two Death Benefit Qualification Tests. The policy provides a minimum death benefit amount, as needed, for the policy to qualify under either of the Tests. Unless you elected otherwise in the application, the Death Benefit Qualification Test that applies to this policy is the Guideline Premium Test. The Death Benefit Qualification Test for this policy appears in the Policy Specifications. It may not be changed for the life of this policy. The two Death Benefit Qualification Tests and the Minimum Death Benefit amounts applicable to each are explained in this subsection.

1. **Cash Value Accumulation Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be the minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than 101% of the Accumulated Value.
2. **Guideline Premium Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than the Accumulated Value multiplied by the Death Benefit percentage for the Age of the younger Insured as shown in the following table.

Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage
0-40	250%	50	185%	60	130%	70	115%
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	Over 93	101

Change of Death Benefit Option – The Death Benefit Option may be changed to Option A or B upon Written Request no more than once per policy year. Changes to Option C are not permitted. The Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change, and if there are multiple Coverage Layers, in the same order as applies for a decrease in Face Amount. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request.

Unless you specify otherwise by Written Request, any request for a Death Benefit Option change will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount payable if the Survivor dies while this policy is In Force. The Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- due proof of the death, consisting of a certified copy of the death certificates for each Insured or other lawful evidence providing equivalent information;
- proof of the claimant's legal interest in the proceeds; and
- sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate required by applicable state law. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Face Amount Increase – As long as the Flexible Duration No Lapse Rider is not attached to this policy, you may submit an application to increase the Face Amount. The older Insured must be no older than Age 90 and the Face Amount increase may not be less than \$25,000. Your application must include Evidence of Insurability satisfactory to us and is subject to our approval. The effective date of the increased Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. We reserve the right to limit Face Amount increases to one per policy year and the right to charge a fee to evaluate insurability, not to exceed \$100 per Insured for each evaluation.

Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- the increased Face Amount and the effective date of the increase;
- the Risk Class for the increase;
- the Maximum Monthly Cost of Insurance Rates applicable to the increase;
- the Maximum Monthly Coverage Charge for the increase; and
- if the Guideline Premium Test is used, the new Guideline Premiums.

In addition, any Coverage Layer representing an increase in Basic Coverage will have an associated Surrender Charge. Calculation of the Surrender Charge for the Coverage Layer will be identical to that described in the Surrender Charge provision, but based on the values of the Surrender Charge factors on the effective date of the increase. The Supplemental Schedule of Coverage sent to you at the time of the increase will also contain the associated Surrender Charge factors. Decreases in the Surrender Charge for the Coverage Layer will be measured from the effective date of the Coverage Layer.

If the Flexible Duration No Lapse Rider is attached to this policy, Face Amount increases are not allowed.

Face Amount Decrease – A decrease in Face Amount is subject to these limits:

- Only one decrease per policy year is allowed.
- A decrease during the first policy year is not allowed.
- The Face Amount remaining after a decrease must be at least \$1000.

The effective date of the decreased Face Amount will be the first Monthly Payment Date on or next following the date we receive the Written Request and have approved it. We recommend you consult your tax advisor before requesting a decrease in Face Amount. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage, which will include the decreased Face Amount and the effective date of the decrease. If there are Coverage Layers with different effective dates, the Coverage Layers will be decreased or eliminated in the following order:

- first, the most recent Coverage Layer;
- next, other Coverage Layers, in the reverse order in which they arose; and

- finally, the initial Coverage Layer.

The request for a decrease in the Total Face Amount will be subject to the Guideline Premium Limit (if applicable to your policy) as defined in the Code. This may result in one or more refunds of premiums or required distributions of Accumulated Value in order to maintain compliance with such limit, or both. Such request will not be allowed to the extent the resulting Guideline Premium limit would cause an amount in excess of the Net Cash Surrender Value to be distributed from the policy.

Policy Change Limit– We reserve the right to require Evidence of Insurability satisfactory to us for any policy change that would result in an increase in Net Amount at Risk and, if the Evidence of Insurability is not satisfactory, we may limit or refuse the policy change.

Change in Benefits – Under the Guideline Premium Test, any change in policy or rider benefits or certain other factors may require an adjustment to the Guideline Premium Limit.

PREMIUMS

Premiums – The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Additional premiums are optional and are payable at any time at our Administrative Office. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be ‘received’ when it is actually delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless we have received the premium. We reserve the right to reject premium payments less than \$50 unless such premium is required to keep the policy In Force. Premiums may be paid at any time before the Monthly Deduction End Date, subject to the premium limits below. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request it is a premium payment.

Premium Processing – When a premium is received by us, the Premium Load will first be deducted. Then the resulting Net Premium will be applied to the Fixed Account. Subject to the Automatic Transfers provision, we will thereafter process a transfer to the Indexed accounts. See the Indexed accounts section for details.

Premium Load – The Premium Load is equal to the premium paid multiplied by the Premium Load Rate. The Premium Load Rate we use will not exceed the Maximum Premium Load Rate shown in the Policy Specifications. Any lesser charge will apply uniformly to all members of the same Class.

Planned Premium – The Planned Premium is the amount of premium you have told us you intend to pay and is shown in the Policy Specifications. We will send you Planned Premium Reminder Notices for as long as premiums can be paid. You may change the Planned Premium by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Limitation – We reserve the right to require Evidence of Insurability for any premium payment that would result in an increase in the Net Amount at Risk. If such Evidence of Insurability is not satisfactory, we may limit or refuse the premium payment.

Guideline Premium Limit – This subsection applies only if you have elected the Guideline Premium Test as the Death Benefit Qualification Test. In order for this policy to be classified as life insurance under Section 7702 of the Code, the sum of the premiums paid less a portion of any withdrawals, as defined in the Code, may not exceed the Guideline Premium Limit, which is the greater of:

- The Guideline Single Premium; or
- The sum of the annual Guideline Level Premiums to the earlier of the date of payment or the younger Insured’s Age 100.

The Guideline Premiums are shown in the Policy Specifications. The Guideline Premiums may change whenever there is a change in the Total Face Amount of insurance or other policy benefits or certain other factors. Any such Guideline Premium change will be shown in a supplemental schedule that we will

send to you at the time of the change. The Guideline Premiums are used to determine the premium limits, beyond which this policy would fail to be classified as life insurance under the Code. Payment of the Guideline Premiums does not guarantee that the policy will never lapse and additional premiums may be necessary to prevent the policy from lapsing in the future.

The Guideline Premiums are determined by the rules that apply to this policy as set forth in the Code. The Guideline Premiums will be adjusted to conform to any changes in the Code. In the event that a premium payment would exceed such revised limits, we will refund the excess payment to you, provided that we may not refuse any premium payment necessary to keep this policy In Force. Further, we reserve the right to make distributions from the policy to the extent we deem it necessary to continue to qualify this policy as life insurance under the Code.

Modified Endowment Contract Premium Limit – In order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we reserve the right to refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the Policy.

The 7-Pay premium may change whenever there is a change in the Total Face Amount of insurance or in other policy benefits or factors. The 7-Pay premiums are determined according to the rules applicable to this policy set forth in the Code. The 7-Pay premium will be revised to conform to any changes in the Code. In the event that a premium payment would cause such revised limits to be exceeded, we reserve the right to refund the excess payment to you. Further, we reserve the right to increase the Death Benefit or make distributions from the policy to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

ACCUMULATED VALUE

Accumulated Value - The Accumulated Value equals the sum of the values of the Fixed Account, the Indexed Accounts, and the Loan Collateral Account, provided that the Accumulated Value will never be less than zero.

Fixed Account Value – The value of the Fixed Account as of the Policy Date is equal to the initial Net Premium less the first Monthly Deduction. On any day following the Policy Date, the value of the Fixed Account is equal to:

- the value of the Fixed Account as of the prior day;
- plus interest earned on such amount since the prior day;
- plus the amount of any Net Premiums or policy loan repayment applied since the prior day;
- plus the amount of any transfer from the Indexed accounts since the prior day (such transfer is allowed only at Segment Maturity);
- minus the amount of any deductions from the Fixed Account since the prior day (such deductions include Monthly Deductions, deductions for any withdrawal, including any amount removed from the policy in accordance with federal tax law (see the Tax Qualification as Life Insurance section) and any fee for a withdrawal or Face Amount Increase);
- minus the amount of any transfer from the Fixed Account since the prior day (such transfers include transfers to the Indexed accounts to create a new Segment and transfers to the Loan Collateral Account to secure any policy loan).

We credit interest on a daily basis using a 365-day year at an annual rate not less than the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications. At our discretion, we may credit additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings.

Indexed Account Value – See the Indexed Accounts section.

Loan Collateral Account – See the Policy Loans section.

Deductions from the Accumulated Value – Monthly Deductions, as well as any other deductions from the Accumulated Value, will be taken first from the Fixed Account, then from the Indexed Accounts, in order from the Indexed Account with the shortest Segment Term to the Indexed Account with the longest Segment Term.

INDEXED ACCOUNTS

Indexed Accounts – You may allocate all or a portion of your policy's Accumulated Value to one or more policy accounts, each referred to as an "Indexed Account", for which values will vary over time based, in part, on the change in value of an external index ("Index"). The Indexed Accounts available as of the Policy Date, as well as how credits based on the Index are calculated, are shown in the Policy Specifications. We reserve the right to add additional Indexed Accounts or to cease offering one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address. In calculating the change in value of the Index, we use the Closing Value of the Index.

Closing Value – By Closing Value of the Index, we mean the value of the Index as of the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time. If no Closing Value is published for a given day, we will use the Closing Value for the next day for which the Closing Value is published.

SEGMENT OVERVIEW

Segments – Your policy's value in an Indexed Account is divided into Segments. Each Segment represents a transfer of policy value from the Fixed Account to an Indexed Account.

Segments are credited with interest and comprise a portion of the policy's Accumulated Value. This is a summary of how Segments work:

- **Segment Creation** – A new Segment is created when there is a transfer to an Indexed Account. The Segment will continue until the end of the Segment Term.
- **Segment Value Change** - Over the Segment Term, the Segment will grow with the Segment Guaranteed Interest and be reduced by Segment Deductions.
- **Segment Deductions** – Over the Segment Term, money may be transferred out of the Segments for the policy's Monthly Deductions, as well as any other deductions such as those for withdrawals and policy loans.
- **Segment Indexed Interest** – Based on the performance of the Index, additional interest may be credited to the Segment at the end of the Segment Term.
- **Segment Maturity** – At the end of a Segment Term, the Segment Value is either transferred to a new Indexed Account Segment, or to the Fixed Account.

SEGMENT CREATION AND TRANSFERS

Segment Creation – A new Segment is created if there is a transfer to an Indexed Account. The date of the transfer is called the Segment Start Date or **Segment Date**. Segment Months and Segment Years are measured from this date. Each Segment in each Indexed Account will have its own Growth Cap and Participation Rate. These values for a particular Segment are the values in effect on the Segment Date. The values in effect on the Policy Date are shown in the Policy Specifications. If these values change, you will be notified in the Annual Report or other written notice.

Transfer Dates – Transfer Dates are the dates as of which transfers into the Indexed Account may occur. The Transfer Dates as of the issue of the policy are shown in the Policy Specifications. We reserve the right to change the Transfer Dates and to limit transfers into the Indexed Account, but these will occur not less frequently than once per calendar quarter. If we change the Transfer Dates, you will be notified in

the Annual Report or other written notice. There are two types of Transfers: Automatic Transfers and Transfers by Written Request.

Automatic Transfers – Automatic Transfers will be based on your latest instructions on file with us. There are two types of transfer instructions that result in Automatic Transfers.

1. **Payment Instructions:** These are your instructions to us to transfer an amount from the Fixed Account to the Indexed Account, following a premium or loan repayment. The amount transferred to the Indexed Account can never exceed the value in the Fixed Account at the time of the transfer. If you have given us no instructions or if your policy is in a Lockout Period (see **Lockout Period**), then no transfer to the Indexed Account will occur.
2. **Reallocation Instructions:** At the end of the Segment Term, if a Segment has a Segment Value other than Segment Guaranteed Interest and Segment Indexed Interest, the Segment Value can be reallocated to any Account.

Transfers by Written Request – Transfers by Written Request consist of:

- your Written Request to transfer to an Indexed Account on a Transfer Date; and
- your Written Request to transfer the value of a particular Segment to the Fixed Account at Segment Maturity.

Cut-Off Date – To be effective on a given Transfer Date, each of the following must be received at our Administrative Office by 4:00 p.m. Eastern time of the Cut-Off Date, which is two Business Days prior to the Transfer Date:

- any instructions for Automatic Transfers,
- any instructions for Transfers by Written Request, and
- any premium payment or loan repayment intended to result in a transfer to an Indexed Account.

Order of Processing Transfers – Transfers among the Accounts on a given Transfer Date will be processed in the following order:

- first, any transfer to the Fixed Account of a Segment at Segment Maturity will occur;
- then, any transfer from the Fixed Account will occur.

GROWTH OF SEGMENT VALUE DURING THE SEGMENT TERM

Segment Term and Segment Maturity – The Segment Term is the total length of time that a particular Segment can exist. The Segment Term begins on the Segment Date and ends at Segment Maturity, which is the Transfer Date corresponding to the end of the Segment Term. On that date, we calculate any Segment Indexed Interest and credit it to the Segment (see **Segment Indexed Interest**).

Indexed Account Value – Your policy's value in an Indexed Account is equal to the sum of the Segment Values for all Segments in the Indexed Account.

Segment Value – The Segment Value on the Segment Date is equal to the amount transferred to the Indexed Account at such time. At any later date, the Segment Value is equal to:

- the Segment Value as of the prior day;
- plus the Segment Guaranteed Interest since the prior day;
- minus any Segment Deductions since the prior day;
- plus, at Segment Maturity only, any Segment Indexed Interest credited.

Segment Guaranteed Interest Credit – We credit interest on a daily basis to each Segment from the Segment Date to Segment Maturity, using a 365-day year, at an annual rate equal to the Segment Guaranteed Interest Rate shown in the Policy Specifications. The amount of such interest is called the Segment Guaranteed Interest Credit ("Segment Guaranteed Interest").

Segment Deductions – Within each Indexed Account, deductions are made from all Segments, proportionate to Segment Value. For each Segment, the deduction is taken first from the Segment Monthly Balance, then from the Segment Guaranteed Interest.

Lockout Period – This is a 12 month period of time during which no transfers from the Fixed Account to the Indexed Accounts will be allowed. A Lockout Period will begin any time there is a deduction from an Indexed Account as a result of a loan or withdrawal that is not part of a Systematic Distribution Program.

SEGMENT MATURITY VALUE AND REALLOCATION

Segment Indexed Interest Credit – At Segment Maturity, the Segment Indexed Interest Credit (“Segment Indexed Interest”) is calculated, as described in the Policy Specifications, and credited to the Segment, resulting in the **Segment Maturity Value**. At Segment Maturity the maturing Segment ends and the Segment Maturity Value is reallocated, according to your instructions on file with us, in any of the Accounts, except that if the Segment Maturity Value consists only of the Segment Guaranteed Interest and the Segment Indexed Interest, we will transfer such value into the Fixed Account. If you reallocate any portion of the Segment Maturity Value in an Indexed Account, a new Segment will be created at that time. If you have not provided us with your instructions for transfer at Segment Maturity, the Segment Maturity Value will be reallocated to the same Indexed Account to create a new Segment.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following a Monthly Payment Date and is deducted from the Accumulated Value on each such date before the Monthly Deduction End Date. It is equal to the sum of the following items:

- the Coverage Charge;
- the Administrative Charge;
- rider or benefit charges, if any; and
- the Cost of Insurance Charge.

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Coverage Charge – The Coverage Charge is the sum of the Coverage Charges for all Coverage Layers. The Coverage Charge for the initial Coverage Layer will not exceed the Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Coverage Layer will not exceed the Coverage Charge shown in the Supplemental Schedule of Coverage sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Coverage Layer as of its effective date. The Coverage Charge will not decrease even if the Face Amount of the associated Coverage Layer is decreased.

Administrative Charge – The Administrative Charge is shown in the Policy Specifications.

Rider Charges – Any rider or benefit charges are described in the rider or benefit forms.

Cost of Insurance Charge – The Cost of Insurance Charge is the sum of the Cost of Insurance Charges for all Coverage Layers. The Cost of Insurance Charge for each Coverage Layer is equal to (1) multiplied by (2), where:

- (1) is the Maximum Monthly Cost of Insurance Rate for the Coverage Layer divided by 1000; and
(2) is the Net Amount at Risk allocated to the Coverage Layer.

If there are multiple Coverage Layers, the Net Amount at Risk is allocated proportionately to each Coverage Layer according to the ratio of the Coverage Layer Face Amount to the Total Face Amount.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Coverage Layer of all Coverage Components are shown in the Policy Specifications. The Maximum Monthly Cost of Insurance Rates for any later Coverage Layers are shown in a Supplemental Schedule of Coverage that will be sent to you at the time the Coverage Layer becomes effective.

We May Deduct Additional Tax-Related Charges – In addition to the charges described in this policy, we reserve the right to impose additional charges to offset any federal, state or local taxes generated by this policy, or generated by our operations with respect to this policy, to the extent such tax was not applicable to the policy or our operations at the time of policy issuance.

SHORT-TERM NO LAPSE GUARANTEE

Short-Term No Lapse Guarantee – If the Short-Term No Lapse Guarantee is in effect, and if your policy would lapse in the absence of this Short-Term No Lapse Guarantee due to insufficient Net Accumulated Value to cover the Monthly Deductions due, the policy will not enter the grace period and will not lapse. Instead, the policy will continue In Force under the Short-Term No Lapse Guarantee and it will stay In Force as long as the No Lapse Credit less Policy Debt is not negative.

When The Short-Term No Lapse Guarantee Is In Effect – The Short-Term No Lapse Guarantee is in effect if the No Lapse Credit less Policy Debt is not negative. For example, if you pay a premium at the beginning of each policy year at least equal to the Short-Term No Lapse Premium in effect at the time, and if you have taken no policy loans or withdrawals, then the Short-Term No Lapse Guarantee will be in effect throughout the Short-Term No Lapse Period. You may also satisfy the condition for the Short-Term No Lapse Guarantee to be in effect by other premium payment patterns so long as the No Lapse Credit less Policy Debt is not negative.

Short-Term No Lapse Period – The Short-Term No Lapse Period is the time during which we guarantee the death benefit will remain In Force if the Short-Term No Lapse Guarantee is in effect. The Short-Term No Lapse Period is shown in the Policy Specifications. The Short-Term No Lapse Period begins on the Policy Date and does not re-start if coverage is added or increased.

Short-Term No Lapse Premium – The Short-Term No Lapse Premium is an amount used during the Short-Term No Lapse Period to determine the No Lapse Credit. The Short-Term No Lapse Premium in effect as of the Policy Date is shown in the Policy Specifications. The Short-Term No Lapse Premium may change as described in the “Changes in the Short-Term No Lapse Premium” section below.

Changes In Short-Term No Lapse Premium – Any increase in face amount, scheduled or not, or addition or increase in coverage will cause an increase in the Short-Term No Lapse Premium. A decrease in Face Amount or in other coverage will not cause a decrease in the Short-Term No Lapse Premium. If the Short-Term No Lapse Premium changes, we will provide you with the new Short-Term No Lapse Premium.

No Lapse Credit – The No Lapse Credit is used to determine if the Short-Term No Lapse Guarantee is in effect. It is calculated at the beginning of each policy month during the Short-Term No Lapse Period. The No Lapse Credit as of the Policy Date is equal to the premium paid less one-twelfth of the Short-Term No Lapse Premium. On any other Monthly Payment Date, the No Lapse Credit is equal to:

- the No Lapse Credit as of the prior Monthly Payment Date multiplied by 1.0032737;
- plus premiums received since the prior Monthly Payment Date;
- less withdrawals taken since the prior Monthly Payment Date; and
- less one-twelfth of the Short-Term No Lapse Premium in effect on the Monthly Payment Date.

Catch-Up Amount – If the Short-Term No Lapse Guarantee has become ineffective because the No Lapse Credit less Policy Debt is negative, you may bring the Short-Term No Lapse Guarantee back into effect by paying the Catch-Up Amount. The Catch-Up Amount is equal to the negative of the No Lapse Credit less Policy Debt, if such amount is less than zero.

AV Pay-Off Account – If the policy is continued under the Short-Term No Lapse Guarantee, then the policy has no Net Accumulated Value from which Monthly Deductions can be collected. Any such uncollected amounts are accumulated with interest at the monthly rate of 0%, and the result is stored in the AV Pay-Off Account. Any payment you make to us when the policy is continued under the Short-

Term No Lapse Guarantee will first be used to reduce the AV Pay-Off Account. After the AV Pay-Off Account is reduced to zero, any excess will be applied to the Accumulated Value, as described in your policy. If you want to keep your policy active at the end of the Short-Term No Lapse Period, you must make a payment sufficient to reduce the AV Pay-Off Account to zero. In such case, any excess will then be applied to the Accumulated Value, as described in your policy. Any payment used to reduce the AV Pay-Off Account will be subject to the Premium Loads shown in your policy.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Short-Term No-Lapse Guarantee is not in effect (see the Short-Term No-Lapse Guarantee section) and if the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the current monthly deduction, a grace period of 61 days will be allowed for the payment of sufficient premium to keep your policy In Force.

The grace period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the grace period, we will notify you and any assignee of record at the last known address. The notice will state the due date and the amount of premium required for your policy to remain In Force. A minimum of three times the monthly deduction due when the insufficiency occurred, plus Premium Load, must be paid. There is no penalty for paying a premium during the grace period. Your policy will remain In Force during the grace period. If sufficient premium is not paid by the end of the grace period, a lapse will occur. Thirty-one days prior to lapse, we will send you and any assignee of record a notice containing the lapse date and the required premium to keep your policy In Force. If the Survivor dies during the grace period, the Death Benefit Proceeds will be reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

Reinstatement – If it has not been surrendered, this policy may be reinstated within five years after the end of the Grace Period. To reinstate this policy you must provide us with the following:

- a written application;
- Evidence of Insurability;
- sufficient premium, after reduction by Premium Load, to cover all Monthly Deductions and policy loan interest due and unpaid during the Grace Period; and
- sufficient premium, after reduction by Premium Load, to keep the policy In Force for three months after the date of reinstatement.

The effective date of the policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement application. At reinstatement:

- The Net Accumulated Value will be the same as it was at the beginning of the Grace Period.
- Surrender Charges and policy charges other than Cost of Insurance Charges will resume on their schedule as of the Monthly Payment Date when lapse occurred.
- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Ages of the Insureds at reinstatement and policy duration measured from the original Policy Date.
- If there was a policy loan at time of lapse, you may choose to reinstate the policy loan. We recommend you consult your tax advisor before reinstating a policy loan.
- If reinstatement occurs on the first Monthly Payment Date after lapse and there was a loan before lapse, we will automatically reinstate the loan unless otherwise requested.
- If loan reinstatement is not requested, we will eliminate the loan by reducing the Accumulated Value by the Policy Debt.

After the reinstatement premium has been applied, regular policy processing will occur for the period of time when coverage was provided during the Grace Period. There will be no Monthly Deductions between the time of lapse and reinstatement.

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while the Policy is In Force, you may surrender this policy for its Net Cash Surrender Value. The policy will terminate on the date the Written Request is received.

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value less any Surrender Charge.

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. During the first policy month, the Surrender Charge is equal to the Initial Amount reduced by one-twelfth of the Reduction Factor. After the first policy month, the Surrender Charge decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor until it becomes zero after the End Year. The Initial Amount, Reduction Factor and End Year are shown in the Table of Surrender Charge Factors in the Policy Specifications.

If there are increases in Basic Coverage Face Amount, the Coverage Layer for each such increase will have its own set of Surrender Charges (see **Increase in Face Amount**). If there have been decreases in the Basic Coverage Face Amount, including decreases due to withdrawals, the Surrender Charge will not change as a result of the decrease. The Surrender Charge described is the guaranteed maximum charge. We may charge less than such guaranteed maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Net Cash Surrender Value – The Net Cash Surrender Value is the Cash Surrender Value less any Policy Debt.

Withdrawal – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. Such withdrawal will be deducted from the Accumulated Value. We reserve the right to charge a fee not to exceed \$25 for each withdrawal. There is no Surrender Charge imposed for a withdrawal, even if the Total Face Amount is reduced as a result of the withdrawal. Withdrawals will be subject to the following conditions:

- the amount of each withdrawal must be at least \$200;
- the Net Cash Surrender Value remaining after a withdrawal must be at least \$500; and
- if the withdrawal decreases the Face Amount, the remaining Face Amount must be at least \$1000.

If Death Benefit Option A is in effect at the time of a withdrawal, and if a requested withdrawal would increase the Net Amount at Risk, we will decrease the Total Face Amount by the minimum amount necessary to prevent the Net Amount at Risk from increasing as a result of the withdrawal, except:

1. During the first 15 policy years, but only in the case of the first withdrawal of a given policy year, the Total Face Amount will be decreased only to the extent that the withdrawal exceeds the lesser of \$10,000 or 10% of the Net Cash Surrender Value, or
2. In any policy year, but only if both:
 - (a) the Death Benefit Qualification Test for your Policy is the Guideline Premium Test, and
 - (b) the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would, as a result of the current withdrawal, fail to remain greater than zero at all times prior to Age 100, we will decrease the Total Face Amount as follows:
 - i. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal do not exceed 15% of the Total Face Amount, we will limit the Total Face Amount decrease so that the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would remain greater than zero at all times prior to Age 100.
 - ii. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal exceed 15% of the Total Face Amount, we will decrease the Total Face Amount to the extent of such excess in addition to the Total Face Amount decrease calculated per i. above on the cumulative withdrawals of 15% of the Total Face Amount.
 - iii. For the purpose of the 15% test in i. and ii. above, the Total Face Amount will be the highest Total Face Amount in effect during the current policy year through the date of the withdrawal.

In any instance where both exceptions 1. and 2. above apply, we will decrease the Total Face Amount by the lesser of the two decrease amounts.

If such a reduction in Total Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract.

If Death Benefit Option B is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will reduce the Accumulated Value, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If Death Benefit Option C is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will increase the sum of the withdrawals, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If the Survivor dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal will be processed and paid to the owner before the Death Benefit Proceeds are determined and paid to the beneficiary.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for ages not shown are halfway between the two amounts for the nearest two ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with 5 Year age setback. We may require evidence of survival for incomes that last more than ten years.

POLICY LOANS

Policy Loans – You may obtain policy loans by Written Request after the Free Look Period, on the sole security of the Accumulated Value of this policy. We recommend you consult your tax advisor before requesting a policy loan.

Loan Amount Available – The amount of the loan must be at least \$200. The maximum amount available for a loan on any date is equal to the Accumulated Value less:

- three times the most recent Monthly Deduction;
- any Surrender Charge; and
- any existing Policy Debt.

Loan Interest Charged – Loan Interest Charged will accrue daily at an annual rate no greater than 2.25% and is due at the end of each policy year. Interest not paid when due will be added to the loan principal and will bear interest at the same rate.

Loan Collateral Account – The Loan Collateral Account is the amount set aside to secure the Policy Debt (see Definitions section). When a policy loan is taken, an amount equal to the loan will be transferred from the Fixed Account and, if necessary, from the Indexed accounts, to the Loan Collateral Account to secure the loan. The value of the Loan Collateral Account on the Policy Date is the value of any Policy Debt on such date. The value of the Loan Collateral Account on any following day is equal to:

- the value of the Loan Collateral Account as of the prior day;
- plus interest earned on such amount since the prior day;
- plus any new policy loan since the prior day;
- minus any policy loan amount repaid since the prior day, and
- on the Policy Anniversary only, adjusted for any transfer to or from the Loan Collateral Account to make it equal to the Policy Debt.

Loan interest credited will accrue daily at an annual rate no less than 2.0%. We may credit additional interest to the Loan Collateral Account. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings. On each policy anniversary, if the amount in the Loan Collateral Account exceeds the Policy Debt, the excess will be transferred from the Loan Collateral Account to the Fixed Account, and if the Policy Debt exceeds the amount in the Loan Collateral Account, the excess will be deducted from the Fixed Account, and if necessary from the Indexed accounts, and transferred to the Loan Collateral Account.

Loan Repayment – Loans may be repaid at any time prior to lapse of this policy. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request that it is a premium payment.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or in a later Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, subject to our receipt of it. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request.

Assignment – You may assign this policy by Written Request on a form acceptable to us. An assignment will take place only when recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of any assignment.

Beneficiary – The beneficiary is named by you in the application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Survivor. A beneficiary may not, at or after the Survivor's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

You may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate a permanent beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Survivor will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the death proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive to receive payment. In the event of a simultaneous death of the Survivor and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This policy is a contract between you and us. This policy, the attached copy of the initial application, including any application amendments and endorsements, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this policy or defend a claim on grounds of misrepresentation unless the statement is in an application.

Incontestability – We will not contest this policy unless there was a material misrepresentation in the Application. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid less any policy loans and any withdrawals taken. No Death Benefit will be paid. Unless you fail to pay required premiums, this policy cannot be contested, except as provided below, after it has been In Force for two years during the lifetime of at least one Insured.

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any policy loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. We will not contest the reinstated policy after it has been In Force for two years following such reinstatement during the lifetime of at least one Insured.

If there has been a change to the policy for which we required Evidence of Insurability, we will not contest such a change unless there was a material misrepresentation in the Application required for the change. If we determine that such Application contains a material misrepresentation, we will rescind the policy change and all policy charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value will be unaffected by the change. Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. We will not contest any such change after two years following the effective date of the change during the lifetime of at least one Insured.

Non-Participating – This policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Survivor dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any policy loans and withdrawals

If the Survivor dies by suicide, while sane or insane, after two years from the Policy Date but within two years after the effective date of any increase in the Total Face Amount, the Death Benefit Proceeds will be limited by the following adjustments:

- 1) any such increase in Total Face Amount will be excluded;
- 2) refund of the portion of Monthly Deductions associated with any such increase will be included; and
- 3) Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If either Insured's sex or birth date is misstated in the application and it is discovered on or after the death of the Survivor, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date of each Insured, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio, as of the death of the Survivor, of the incorrect Cost of Insurance Rate to the correct Cost of Insurance Rate. The adjusted Net Amount at Risk will result in an adjusted Death Benefit, since the Death Benefit depends on the Net Amount at Risk.

If either Insured's sex or birth date is misstated in the application and it is discovered before the death of the Survivor, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of each Insured in calculating future Monthly Deductions.

Evidence of Insurability – We reserve the right to require Evidence of Insurability for any policy change or any premium payment that would result in an increase in Net Amount at Risk.

Maturity – This policy does not mature, but will continue In Force so long as at least one Insured is alive and the policy has not been surrendered and lapse has not occurred.

After the Monthly Deduction End Date – Provided the Policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all policy provisions, with these exceptions and clarifications:

- Monthly Deductions will cease.
- Premiums will not be accepted.
- Loans will be allowed.
- Loan repayments will be permitted.
- Loan interest will continue to accrue.
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, and such rate will be at least equal to the Guaranteed Minimum Annual Interest Rate shown in the Policy Specifications.

Annual Report – A report will be mailed to your last known address no less frequently than annually . This report will show:

- the beginning and end dates of the reporting period;
- the Accumulated Value at the beginning and end of the reporting period;
- amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type;
- the Death Benefit at the end of the reporting period on each life covered by the policy;
- the Net Cash Surrender Value at the end of the reporting period;
- any Policy Debt outstanding at the end of the reporting period; and
- any other information required by law.

Policy Illustrations – Upon request we will give you a hypothetical illustration of the future benefits under this policy based upon both guaranteed and current cost factor assumptions. Such illustrations reflect assumptions about the policy's non-guaranteed elements and about how you will use the policy's options. Over time the policy's actual non-guaranteed elements, and your actual use of the policy's options, are likely to vary from the assumptions used in such illustrations. For these reasons, actual policy values will

likely be more or less favorable than shown in such illustrations. We reserve the right to charge a fee not to exceed \$25 for each illustration in excess of one per policy year.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. A detailed statement showing how such values are determined has been filed with the insurance department in states that require such filing. To calculate the minimum required nonforfeiture values, we use the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications for policy years after the first and mortality rates from the 2001 CSO mortality tables using age nearest birthday. The rates we use are the same for both smokers and nonsmokers and are sex-distinct unless this policy is issued on a unisex basis, in which case gender-blended rates are used (50% male, 50% female).

Tax Qualification as Life Insurance - This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The policy, including any rider, benefit or endorsement, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not issued any official guidance on the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences.**

If at any time the premiums paid under the policy exceed the amount allowable for such tax qualification, the excess amount, including any interest, shall be removed from the policy as of the date of its payment in accordance with federal tax law. Any appropriate adjustments will be made to the Death Benefit and/or Accumulated Value of the policy. We will refund to you this excess amount, including interest, no later than 60 days after the end of the contract year in which this excess amount occurs, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the amount necessary to ensure or maintain such tax qualification. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase, starting on the date that the increase is effective.

If you request a decrease in policy or rider benefits, it may cause a reduction in any applicable limits on premiums or cash values for the policy to qualify as life insurance under federal tax law. Such a reduction in these limits may require us to make a distribution from the policy equal to the greatest amount by which the premiums paid or cash values for the policy, as determined under federal tax law, exceed any such reduced limits, in order to maintain the policy's tax qualification. If such a distribution is made, the distribution will be paid to you and the Accumulated Value will be reduced by the amount of the distribution. However, no request for a decrease in policy or rider benefits will be allowed to the extent that the resulting reduction in such tax limits would require us to distribute more than the Net Cash Surrender Value for the policy.

Modified Endowment Contract Tax Status – Unless and until you have given us a Written Request to accept a Modified Endowment Contract classification for your policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy. Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a Modified Endowment Contract ("MEC") and fails to qualify for certain favorable tax treatment as a result. This policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this policy from being subject to such MEC treatment, despite any other provision to the contrary. At no time shall the amount of death benefit under this policy ever be less than the minimum amount needed to avoid such MEC treatment.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown on Page 3.0, is used solely to determine the policy's premium limits to avoid MEC treatment. Payment of one or more 7-Pay Premium amounts does not guarantee that the policy will never lapse, and additional premiums may be necessary to prevent the policy from lapsing in the future.

If at any time the amounts paid under the policy exceed the limit for avoiding such MEC treatment, this excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustment in the death benefit and/or Accumulated Value shall be made as of such date. This excess amount, including any interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the minimum amount necessary to avoid Modified Endowment Contract classification. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract include, but are not limited to, an elective reduction in the Total Face Amount, a Death Benefit Option change that would cause a reduction in the Total Face Amount, and a withdrawal that would cause a reduction in the Total Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original Total Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

Compliance – We reserve the right to make any change to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this policy is delivered. You have the right to refuse any such change.

“Standard & Poor's®” and “Standard & Poor's 500” is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by Pacific Life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product. (“Product” refers to the product provided by this policy.)

INDEX

Subject	Page	Subject	Page
Accounts	6	MEC	23
Accumulated Value	6, 11	Misstatement	21
Additional Insured	6	Modified Endowment Contract	11, 23
Administrative Charge	15	Monthly Deduction	14
Administrative Office	6	Monthly Deduction End Date	6
After the Monthly Deduction End Date	22	Monthly Payment Date	7
Age	6	Net Accumulated Value	7
Annual Report	22	Net Amount at Risk	7
Application	6	Net Cash Surrender Value	18
Assignment	20	Net Premium	7
Automatic Transfers	13	No Lapse Credit	16
Basis of Values	22	Non-Participating	21
Beneficiary	20	Owner	20
Business Day	6	Planned Premium	10
Cash Surrender Value	17	Policy Change Limit	10
Cash Value Accumulation Test	8	Policy Charges	14
Class	6	Policy Date	7
Closing Value	12	Policy Debt	7
Code	6	Policy Illustrations	22
Cost of Insurance Charge	15	Policy Loans	19
Cost of Insurance Rates	15	Policy Specifications	7
Coverage Charge	15	Premium Limitation	11
Coverage Layers	6	Premium Load	10
Death Benefit	7	Premiums	10
Death Benefit Options	8	Reinstatement	17
Death Benefit Proceeds	9	Risk Class	7
Death Benefit Qualification Test	8	Segment Creation	13
Deductions	12	Segment Date	13
Entire Contract	20	Segment Guaranteed Interest	14
Evidence of Insurability	6, 22	Segment Guaranteed Interest Credit	14
Face Amount	6	Segment Indexed Interest	14
Face Amount Decrease	9	Segment Indexed Interest Credit	14
Face Amount Increase	9	Segment Maturity	13
Grace Period	16	Segment Maturity Value	14
Guideline Premium Limit	11	Segment Term	13
Guideline Premium Test	8	Segment Value	14
In Force	6, 7	Short-Term No Lapse Period	15
Income Benefits	19	Short-Term No Lapse Premium	16
Incontestability	21	Suicide Exclusion	21
Index	12	Summary Description	5
Indexed Account	12	Surrender	17
Indexed Account Value	12	Surrender Charge	17
Insured	6	Survivor	7
Insureds	6	Tax Qualification as Life Insurance	22
Lapse	16	Timing of Payments	22
Loan Amount Available	19	Total Face Amount	7
Loan Collateral Account	19	Transfer Dates	13
Loan Collateral Account Value	12	Transfer Instructions	13
Loan Interest	19	Transfers by Written Request	13
Loan Repayment	20	Withdrawal	18
Lockout Period	14	Written Request	7
Maturity	22		



PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise Drive • Aliso Viejo, CA 92656

LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable When Both Insureds Have Died**
(There Is No Death Benefit On The First Death Of The Two Insureds)
- **Net Cash Surrender Value Payable Upon Surrender**
- **Optional Indexed Feature**
- **Adjustable Face Amount**
- **Flexible Premiums**
- **Non-Participating**

SVR TERM INSURANCE RIDER - LAST SURVIVOR

This Rider ("Rider") becomes a part of the policy to which it is attached ("the Policy"). All terms of the Policy that do not conflict with this Rider's terms apply to this Rider.

Rider Benefit Summary – This Rider provides term insurance on the Insureds under the Policy as long as the Policy is In Force and this Rider has not terminated. The Face Amount of this Rider contributes to the Total Face Amount, and consequently to the Death Benefit, of the Policy. This rider has no Accumulated Value of its own, but affects the Policy's Accumulated Value because the charges for the Rider are deducted from the Accumulated Value of the Policy.

Insured(s) – As used in this Rider, the "Insureds" means the two individuals covered under the Policy.

Survivor – is the Insured remaining alive after the first death of the two Insureds.

Rider Coverage Layer and Rider Face Amount – There may be one or more Rider Coverage Layers. Each Rider Coverage Layer also comprises a Coverage Layer under the Policy. Each Rider Coverage Layer is a layer of Rider life insurance coverage with an associated Rider Face Amount. The Rider Face Amount shown in the Policy Specifications is that of the initial Rider Coverage Layer. Any increase in the Rider Face Amount, as shown in a Supplemental Schedule of Coverage sent to you at the time of the increase, will result in a new Rider Coverage Layer. Any decrease in Rider Face Amount will reduce or eliminate Rider Coverage Layers as described in the Decrease in Rider Face Amount provision below.

Requested Changes in the Rider Face Amount – Subject to our approval, you may change the Rider Face Amount by Written Request during the lifetime of the Insureds. Such request may be made not more than once per Policy Year. Rider Face Amount changes are subject to the same limitations on Face Amount Changes described in the Death Benefit section of the Policy.

Increase in Rider Face Amount – You must provide evidence of insurability satisfactory to us before any request for an unscheduled increase in Rider Face Amount becomes effective. We reserve the right to limit increases to one per Policy Year and to charge a fee to evaluate insurability, not to exceed \$200. The effective date of the increase will be the first Monthly Payment Date on or following the date all applicable conditions are met.

Decrease in Rider Face Amount – Any decrease in Rider Face Amount that you request will be applied to the Rider Coverage Layers in the reverse order in which they arose. If it is necessary to decrease the Total Face Amount, which is defined in the Definitions section of the attached Policy, and if there are multiple Coverage Layers with the same effective date, the Coverage Layer under this Rider will be decreased before any Coverage Layer of Basic Coverage. The effective date of the decrease will be the first Monthly Payment Date on or following the date we receive your Written Request and have approved it. No request for a decrease in Rider Face Amount will be approved if the decrease would cause the Policy to be classified as a Modified Endowment Contract under the Code, unless you authorize such a change in classification by Written Request.

Charge for this Rider – On each Monthly Payment Date prior to the younger Insured's age 121, there is a charge for this Rider, which is equal to the sum of the following:

- the Rider Coverage Charge; and
- the Rider Cost of Insurance Charge.

The maximum of each such charge is described below. We may charge less than these maximum charges. Any lesser charge will apply uniformly to all members of the same Class.

Rider Coverage Charge – The Rider Coverage Charge is the sum of the Rider Coverage Charges for all Rider Coverage Layers. The Rider Coverage Charge for the initial Rider Coverage Layer is shown in the Policy Specifications. If there are later Rider Coverage Layers, each will have a corresponding Rider Coverage Charge that will be specified in the Supplemental Schedule of Coverage sent to you at the time

of the increase. The Rider Coverage Charge will not be decreased even if there is a decrease in Rider Face Amount.

Rider Cost of Insurance Charge – The Rider Cost of Insurance Charge is the sum of the Rider Cost of Insurance Charges for all Rider Coverage Layers.

The Rider Cost of Insurance Charge for each Rider Coverage Layer is (1) multiplied by (2) where:
(1) is the Maximum Monthly Cost of Insurance Rate for the Rider Coverage Layer; and
(2) is the Net Amount at Risk allocated to the Rider Coverage Layer. The Net Amount at Risk is defined in the Definitions section of the attached policy.

If there are multiple Rider Coverage Layers, the Net Amount at Risk is allocated proportionately to each Rider Coverage Layer according to the ratio of the Rider Coverage Layer Face Amount to the Total Face Amount.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Rider Coverage Layer are shown in the Policy Specifications. The Maximum Monthly Cost of Insurance Rates for any later Rider Coverage Layer will be shown in a Supplemental Schedule of Coverage sent to you at the time of the increase.

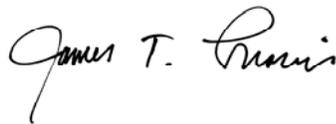
Withdrawals – The Withdrawals provision of the Policy, to which this Rider is attached, is modified to include this Rider. For the purpose of the Withdrawals provision, the Rider Face Amount is treated the same as any other increase in the Policy Face Amount. For further details, please see the Withdrawals provision of your Policy.

Effective Dates – This Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earlier of:

- your Written Request;
- the date the Policy ceases to be In Force.

General Conditions – This Rider is part of the Policy to which it is attached. As applied to this Rider, the periods stated in this Policy's Incontestability and Suicide provisions will start with the effective date of any Coverage Layer under this Rider.

Signed for Pacific Life Insurance Company,



Chairman, President and Chief Executive Officer



Secretary

ANNUAL RENEWABLE TERM RIDER

This Rider ("Rider") becomes a part of the policy to which it is attached ("the Policy"). All terms of the Policy that do not conflict with this Rider's terms apply to this Rider.

Rider Benefit Summary – This Rider provides term insurance on the Insured equal to the Face Amount of the Rider ("Rider Face Amount"). This rider has no Accumulated Value of its own, but affects the policy's Accumulated Value because the charges for the Rider are deducted from the Accumulated Value of the Policy.

Insured – As used in this Rider, the "Insured" means the person named in the Policy Specifications as the Insured under this Rider.

Rider Coverage Layer and Rider Face Amount – There may be one or more Rider Coverage Layers. Each Rider Coverage Layer is a layer of Rider insurance coverage with an associated Rider Face Amount. The Rider Face Amount shown in the Policy Specifications is that of the initial Rider Coverage Layer. Any increase in the Rider Face Amount, as shown in a Supplemental Schedule of Coverage sent to you at the time of the increase, will result in a new Rider Coverage Layer. Any decrease in Rider Face Amount will reduce or eliminate Rider Coverage Layers as described in the Decrease in Rider Face Amount provision below.

Requested Changes in the Rider Face Amount – Subject to our approval, you may change the Rider Face Amount by Written Request during the lifetime of the Insured. Such request may be made not more than once per Policy Year. Rider Face Amount changes are subject to the same limitations on Face Amount Changes described in the Death Benefit section of the Policy.

Increase in Rider Face Amount – You must provide evidence of insurability satisfactory to us before any request for an unscheduled increase in Rider Face Amount becomes effective. We reserve the right to charge a fee to evaluate insurability, not to exceed \$100. The effective date of the increase will be the first Monthly Payment Date on or following the date all applicable conditions are met.

Decrease in Rider Face Amount – Any decrease in Rider Face Amount that you request will be applied to the Rider Coverage Layers in the reverse order in which they arose. The effective date of the decrease will be the first Monthly Payment Date on or following the date we receive your Written Request and have approved it. No request for a decrease in Rider Face Amount will be approved if the decrease would cause the Policy to be classified as a Modified Endowment Contract under the Code, unless you authorize such a change in classification by Written Request.

Charge for this Rider – On each Monthly Payment Date prior to the Insured's age 121, there is a charge for this Rider, which is equal to the Rider Cost of Insurance Charge. The maximum for this charge is described below. We may charge less than this maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Rider Cost of Insurance Charge – The Rider Cost of Insurance Charge is the sum of the Rider Cost of Insurance Charges for all Rider Coverage Layers.

The Rider Cost of Insurance Charge for each Rider Coverage Layer is (1) multiplied by (2) where:
(1) is the Maximum Monthly Cost of Insurance Rate for the Rider Coverage Layer; and
(2) is the Face Amount of the Rider Coverage Layer.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Rider Coverage Layer are shown in the Policy Specifications. The Maximum Monthly Cost of Insurance Rates for any later Rider Coverage Layer will be shown in a Supplemental Schedule of Coverage sent to you at the time of the increase.

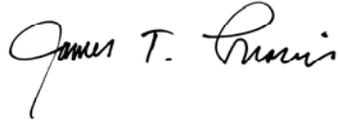
Conversion – This Rider is not convertible.

Effective Dates – This Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earliest of:

- your Written Request; or
- termination of the Policy.

General Conditions – This Rider is part of the Policy to which it is attached. As applied to this Rider, the periods stated in this Policy's Incontestability and Suicide provisions will start with the effective date of any Coverage Layer under this Rider.

Signed for Pacific Life Insurance Company,



Chairman, President and Chief Executive Officer



Secretary

SERFF Tracking Number: PALD-125846058 State: Arkansas
Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
Company Tracking Number: P09IEP
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
Adjustable Life
Product Name: P09IEP
Project Name/Number: P09IEP/P09IEP

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PALD-125846058 State: Arkansas
Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
Company Tracking Number: P09IEP
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
Adjustable Life
Product Name: P09IEP
Project Name/Number: P09IEP/P09IEP

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

11/05/2008

Comments:

Attachments:

AR1GuarAssocNote.pdf
Readability Certification.pdf
AR Cert. of Compliance EI-Mktg.pdf
AR Signed EI Cert.pdf
AR Cert. of Compliance EI-Disc & Advert.pdf
Signed 11-83.pdf
AR Signed Reg 34.pdf

Review Status:

Satisfied -Name: Application

10/06/2008

Comments:

Approved in AR 8/21/2008
State Tracking #39971

Attachment:

A09IUW.pdf

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Disability Insurance Guaranty Association
c/o The Liquidation Division
1200 West Third Street (Third & Cross)
Little Rock, Arkansas 72201-1904

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety net is called the Arkansas Life and Disability Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$100,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

READABILITY CERTIFICATION

Form Filing for: **Pacific Life Insurance Company**

Policy Form Number(s): P09IEP
R09SVERL
R09ARI

Form Name(s): Last Survivor Indexed Universal Life Insurance
SVER Term Insurance Rider – Last Survivor
Annual Renewable Term Rider

Flesch Score(s): 50.1
55.3
53.6

(Flesch test was made for entire form, not for selected samples.)

Test type: 10 point

I certify that in my judgment this filing is:

- READABLE (simple sentence structure – shortness of sentences – use of common words – avoidance of legal and technical terms to greatest possible extent and defining of those terms which cannot be avoided – minimum of cross-references).
- LEGIBLE (ample type size for text with contrasting type for headings and subheadings – ample space between lines – ample white space in margins and between section – ample ink-to-paper contrast).
- IN LOGICAL ORDER AND FORMAT (table of contents or index included – sections and subsections self-contained and arranged in logical flow – extensive use of headings and subheadings to facilitate location of particular items – outline form used where desirable for clarity).

I believe this filing:

- Meets or exceeds the requirements of the policy readability legislation already enacted in numerous states; and
- Meets or exceeds the requirements of the NAIC Model Bill on language simplification.

Signed for the Company at Newport Beach, California on

10/21/2008



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive, Aliso Viejo, California 92656

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

RE: Form P08PI3 and P08PIM

I hereby **certify**, as required by the Agent Education section of the Arkansas External-Indexed Contract Guidelines, that the contract noted will not be solicited by any person who is not trained and qualified

Signed for the Company at Aliso Viejo, California on _____ October 30, 2008



SIGNATURE

Alyce F Peterson

NAME

Vice President, Marketing Services

TITLE

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive · Aliso Viejo · CA · 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09IEP

I hereby certify that this form satisfies the Arkansas External-Indexed Contract Guidelines' requirement that "the company will establish and maintain a detailed file defining the system for hedging. Results of regular analysis of the effectiveness of the system should be made a part of the file."

Signed for the Company at Aliso Viejo, California on October 23, 2008



SIGNATURE

Jim Chu, FSA, MAAA

NAME

Assistant Vice President

TITLE

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive, Aliso Viejo, CA 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09IEP

As required by the "DISCLOSURE AND ADVERTISING" section of the External Indexed Contract Guidelines, I certify that:

- *"The contract summary disclosure provides the following:*
 - *a simplified explanation of the key elements of the contract;*
 - *appropriate examples showing the method of calculating the index credit (any examples that use values other than guaranteed values must be identified as hypothetical values that do not attempt to predict actual future values);*
 - *prominent display of any surrender charges;*
 - *prominent display of any limitation, restriction, penalty or charge for transfers during a term;*
 - *a statement emphasizing the insurance nature of the contract and that the contract is not a variable contract or other type of investment contract."*
- *"The contract summary disclosure has been reviewed to assure that it is in no way deceptive, confusing, or misleading and contains at least the items detailed above."*

Signed for the Company at Aliso Viejo, California on

October 30, 2008



SIGNATURE

Daniel Crain

NAME

Manager, Product Compliance, Life Division

TITLE

Contact Person:

Jill Dease
Senior Analyst, Product Compliance, 800-800-7681, extension 7081

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive, Newport Beach, California 92660

STATE OF ARKANSAS

**CONSENT TO SUBMIT RATES AND/OR
COST BASES FOR APPROVAL**

The Pacific Life Insurance Company ("Company") of Aliso Viejo, CA does hereby consent and agree
(Company Name) City and (State)

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in Relation to policy form number P09IEP must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Signed for:

Pacific Life Insurance Company
(Company Name)


(Signature)

Jim Chu
(Name)

Assistant Vice President
(Title or Position)

The range of interest related nonguaranteed elements for policy P09IEP:

For Fixed Account – The declared interest rate will be between the Guaranteed Minimum Interest Rate stated in the Policy Specifications and 12%.

For Indexed Accounts – The declared Growth Cap will not be less than the guaranteed minimum Growth Cap and has no upper limit.

For Indexed Accounts – The Participation Rate will be between the guaranteed minimum Participation Rate stated in the Policy Specifications and 200%.

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive · Aliso Viejo · CA · 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09IEP

I hereby certify that to the best of my knowledge and belief, the above forms and their submission comply with Regulation 34.

Signed for the Company at Aliso Viejo, California on

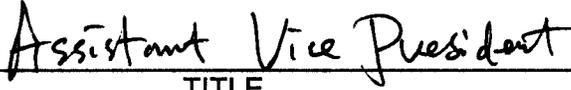
November 5, 2008



SIGNATURE



NAME



TITLE

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
P.O. Box 2030 • Omaha, NE 68103-2030
(800) 347-7787 • Fax (949) 462-3066
www.PacificLife.com]

**PACIFIC LIFE****APPLICATION FOR LIFE INSURANCE****CLIENT INFORMATION**

PROPOSED INSURED Complete for all Life Insurance Policies.	1A. Name: First _____ MI _____ Last _____		B. Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
	C. Residence Address: Street _____ City _____		State _____ Zip Code _____	
	D. Date of Birth (mm/dd/yyyy)	E. Place of Birth (State/Country)		F. Soc. Sec. # _____
	G. Driver's License # & State _____	H. Telephone # (include area code) _____	I. Occupation _____	
	J. Proposed Insured is a: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Permanent Resident <input type="checkbox"/> Foreign National If Foreign National, provide Country _____ and Visa Type _____			
Employee's work address should be the location where Proposed Insured physically works.	2A. Employer's Name _____			B. How Long yr _____ mo _____
	C. Employee's Work Address: Street _____ City _____			D. Type of Business _____
	State _____ Zip Code _____			
PROPOSED ADDITIONAL INSURED Complete for either: • Second-to-Die Life Insurance Policy • Term Rider on Additional Insured (e.g., Spouse) for an Individual Life Insurance Policy Employee's work address should be the location where Proposed Additional Insured physically works.	3A. Name: First _____ MI _____ Last _____		B. Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
	C. Residence Address: Street _____ City _____		State _____ Zip Code _____	
	D. Date of Birth (mm/dd/yyyy)	E. Place of Birth (State/Country)		F. Soc. Sec. # _____
	G. Relationship to Insured _____	H. Driver's License # & State _____		I. Telephone # (include area code) _____
	J. Occupation _____		K. Proposed Additional Insured is a: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Permanent Resident <input type="checkbox"/> Foreign National If Foreign National, provide Country _____ and Visa Type _____	
Employee's work address should be the location where Proposed Additional Insured physically works.	4A. Employer's Name _____			B. How Long yr _____ mo _____
	C. Employee's Work Address: Street _____ City _____			D. Type of Business _____
	State _____ Zip Code _____			

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

CLIENT INFORMATION (Continued)

PRIMARY POLICYOWNER
 Complete if the policyowner is different than the proposed insured.
 If the policyowner is:
 • A **Trust**, also complete #7.
 • A **Corporation or business entity**, also indicate in #8 the authorized representative's name and title of the person signing as the policyowner on the signature page.

5. Policyowner is (Select one): Corporation/Business Individual Partnership
 Qualified Plan Trust Other

6A. Name _____ B. Relationship to Insured(s) _____

C. Address: Street _____ City _____ State _____ Zip Code _____

D. Date of Birth (mm/dd/yyyy) _____ E. Soc. Sec. # / Tax ID # _____ F. Telephone # (include area code) _____

7A. Trustee's Name _____ B. Date of Trust (mm/dd/yyyy) _____

C. Additional Trustee's Name _____ D. Total Number of Trustees _____

E. Does your trust agreement require all trustees to sign? Yes No (If No, indicate in Remarks who is required to sign)

8A. Authorized Representative's Name: First MI Last _____ B. Title _____

ADDITIONAL POLICYOWNER(S)
 Complete if more than one policyowner.
 If the additional policyowner is:
 • A **Trust**, also complete # 11.
 • A **Corporation or business entity**, also indicate in #12 the authorized representative's name and title of the person signing as the policyowner on the signature page.

9. Policyowner is (Select one): Corporation/Business Individual Partnership
 Qualified Plan Trust Other

10A. Additional Name _____ B. Relationship to Insured(s) _____

C. Address: Street _____ City _____ State _____ Zip Code _____

D. Date of Birth (mm/dd/yyyy) _____ E. Soc. Sec. # / Tax ID # _____ F. Telephone # (include area code) _____

11A. Trustee's Name _____ B. Date of Trust (mm/dd/yyyy) _____

C. Additional Trustee's Name _____ D. Total Number of Trustees _____

E. Does your trust agreement require all trustees to sign? Yes No (If No, indicate in Remarks who is required to sign)

12A. Authorized Representative's Name: First MI Last _____ B. Title _____

CERTIFICATION OF POLICYOWNER'S TAXPAYER IDENTIFICATION #

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions in item 3 of the Certification on the official IRS Form W-9).

Note: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

TAX REPORTING ON DISTRIBUTIONS TO FOREIGN NATIONALS

While Pacific Life Insurance Company (Pacific Life) may provide tax information to various United States federal and state agencies regarding certain life insurance or annuity activity, Pacific Life does not as a matter of course provide such information to any foreign governmental agencies and does not anticipate doing so at this time. Nonetheless, Pacific Life's tax reporting does not in any way affect the obligations that its policyowners may have with respect to such foreign governmental agencies or under foreign law. Pacific Life does not provide tax or legal advice, and nothing contained herein should be construed as such.

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

CLIENT INFORMATION (Continued)

PRIMARY BENEFICIARY(IES)

Total of percentages must equal 100%.

If percentage shares are left blank; the shares will be divided equally.

13A. Name		B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
14A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)
C. Additional Trustee's Name		
15A. Name		B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
16A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)
C. Additional Trustee's Name		
17A. Name		B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
18A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)
C. Additional Trustee's Name		
19A. Name		B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
20A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)
C. Additional Trustee's Name		

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

CLIENT INFORMATION (Continued)

PRIMARY CONTINGENT BENEFICIARY(IES) (Optional) Total of percentages must equal 100%. If percentage shares are left blank; the shares will be divided equally.	21A. Name		B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
	22A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)
	C. Additional Trustee's Name		
	23A. Name		B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
24A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)	
C. Additional Trustee's Name			

TERM RIDER ON ADDITIONAL INSURED BENEFICIARY(IES) Complete if Term Rider on Additional Insured or Second- to-Die Life Insurance Policy's beneficiary is different than the primary beneficiary. Total of percentages must equal 100%. If percentage shares are left blank; the shares will be divided equally.	25A. Name		B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
	26A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)
	C. Additional Trustee's Name		
	27A. Additional Name (if applicable)		B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
28A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)	
C. Additional Trustee's Name			

TERM RIDER ON PRIMARY INSURED BENEFICIARY(IES) Complete if Second- to-Die Life Insurance Policy's beneficiary is different than the primary beneficiary. Total of percentages must equal 100%. If percentage shares are left blank; the shares will be divided equally.	29A. Name		B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
	30A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)
	C. Additional Trustee's Name		
	31A. Additional Name (if applicable)		B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)
32A. Trustee's Name		B. Date of Trust (mm/dd/yyyy)	
C. Additional Trustee's Name			

REMARKS - IDENTIFY QUESTION AND GIVE DETAILS

EXISTING / PENDING INSURANCE INFORMATION

IN FORCE, PENDING, AND REPLACEMENT INFORMATION

1. Is there any existing or pending life insurance or annuities on any Proposed Insured(s)?
 - Yes (Complete any applicable state replacement notice and submit with the application. See IMPORTANT note.)
 - No
2. Will the policy applied for replace, cause a change in, or involve a cash withdrawal or loan from or lapse of any life insurance policy or annuity contract on any Proposed Insured's life?
 - Yes (Complete the applicable state replacement forms and submit with the application. If any are to be processed as a 1035 Exchange or Qualified Transfer of Assets, indicate such in questions 3 and 5 below.)
 - No

IMPORTANT

Certain states require replacement forms for any in-force policies even if a replacement is not intended. Refer to Producer Instructions for a list of states.

Add additional policies under Remarks Section.

3. Complete the chart below for all **existing** life insurance or annuities:

Proposed Insured	Policy/Contract #	Company	Face Amount	Issue Year	CHECK ALL APPLICABLE BOXES								
					Replace	1035 or Transfer Asset	Life	Ann	Ind	Grp	Bus	Pers	
<input type="checkbox"/> Primary <input type="checkbox"/> Additional					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Primary <input type="checkbox"/> Additional					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Primary <input type="checkbox"/> Additional					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Primary <input type="checkbox"/> Additional					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Complete the chart below if you have any applications currently **pending** or if you **plan to apply** for any new life insurance or annuity contracts:

Proposed Insured	Policy/Contract #	Company	Face Amount	Reason Policy Applied For
<input type="checkbox"/> Primary <input type="checkbox"/> Additional				
<input type="checkbox"/> Primary <input type="checkbox"/> Additional				
<input type="checkbox"/> Primary <input type="checkbox"/> Additional				

1035 EXCHANGES OR QUALIFIED TRANSFER OF ASSETS

5. Complete the following chart if 1035 Exchange or a Qualified Transfer of Assets is checked above. Submit the applicable 1035 Absolute Assignment form or the Transfer of Qualified Plan Assets form:

Policy/Contract #	Loan Carryover		Modified Endowment Contract		
	Yes	No	Yes	No	Unknown
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MODIFIED ENDOWMENT CONTRACT (MEC) DISCLOSURE

Under federal tax rules, if a policy is received in exchange for an old policy that had become a MEC, the new policy will also be a MEC. This rule applies whether or not the two policies are issued by the same insurance company. A MEC Acceptance Form must be signed and submitted with the application, or must be signed upon policy delivery.

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

PERSONAL INFORMATION

FINANCIAL INFORMATION		Proposed Insured	Additional Insured
	1. Annual earned income from occupation (After deduction of business expenses)	\$	\$
	2. Annual unearned income (State source in Remarks below)	\$	\$
	3. Net worth: <input type="checkbox"/> Individual <input type="checkbox"/> Joint	\$	\$
	4A. Is the Proposed Insured married? B. If married and applying for individual life insurance, list amount of life insurance in force on the spouse \$ _____ (for business or survivor insurance write N/A)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

GENERAL INFORMATION Complete each question for the Proposed Insured and Proposed Additional Insured. Explain all "Yes" answers in Remarks Section unless instructed otherwise.		Proposed Insured	Additional Insured
	5. Within the next 2 years do you plan to fly, or within the last 2 years have you flown, as a pilot, student pilot, or crewmember? (If yes, complete the Aviation Questionnaire)	YES NO	YES NO
	6. Within the next 2 years do you plan to participate in, or within the last 2 years have you participated in, parachute jumping, scuba diving, auto/motorboat/motorcycle racing, hang gliding, or mountain climbing? (If yes, complete the Avocation Questionnaire)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	7. Do you plan or expect to travel or reside outside the USA? (If yes, complete the Travel Questionnaire)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	8. Have you applied for any other life insurance within the last 3 months?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	9. Have you ever had life insurance declined, rated, modified, cancelled, or not renewed?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	10. Have you been convicted of a felony within the past 5 years?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	11. Have you had a driver's license restricted or revoked or been convicted of 3 or more moving violations within the past 5 years?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

TOBACCO USE INFORMATION Complete if Proposed Insured and/or Proposed Additional Insured is age 20 and above.	12. Within the last 5 years, have you used or smoked in any quantity tobacco and/or any other product containing nicotine? (If yes, check all that apply and indicate date when product was last used)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	
	PROPOSED INSURED'S INFORMATION		PROPOSED ADDITIONAL INSURED'S INFORMATION	
	Type of Product (check all that apply)	Date last used (mm/yyyy)	Type of Product (check all that apply)	Date last used (mm/yyyy)
	<input type="checkbox"/> Cigarettes		<input type="checkbox"/> Cigarettes	
	<input type="checkbox"/> Cigars		<input type="checkbox"/> Cigars	
	<input type="checkbox"/> Pipe		<input type="checkbox"/> Pipe	
	<input type="checkbox"/> Chewing		<input type="checkbox"/> Chewing	
	<input type="checkbox"/> Patch		<input type="checkbox"/> Patch	
	<input type="checkbox"/> Gum		<input type="checkbox"/> Gum	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____		

MEDICAL CERTIFICATION

MEDICAL CERTIFICATION Complete when submitting a medical examination from another insurance company. Another insurance company's exam may be accepted if the proposed/additional insured was examined within the past six months.	1. The attached examination is on the life of (Use check boxes):		
	Proposed Insured	Additional Insured	Name of Insurance Company
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	2. To the best of your knowledge and belief, are the statements in the examination true as of today? (If no, explain in Remarks)		
	Proposed Insured	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Additional Insured	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Has the person who was examined consulted a doctor or other medical practitioner, or received medical or surgical advice since the date of the examination? (If yes, explain in Remarks)			
Proposed Insured	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Additional Insured	<input type="checkbox"/> Yes <input type="checkbox"/> No		

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

PREMIUM AND BILLING INFORMATION

<p>AMOUNT PAID WITH THIS APPLICATION The application, TIA, and check should all have the same date.</p>	<p>1A. Is an initial premium submitted with this application? <input type="checkbox"/> No <input type="checkbox"/> Yes (Do not submit money unless the Temporary Insurance Agreement (TIA) is completed)</p> <p>B. If yes, show amount of initial premium. Amount \$ _____ If yes, by signing in the signature section, I understand, accept, and agree to the terms of the TIA.</p>						
<p>PREMIUM FINANCING All questions must be answered.</p>	<p>2. Premium financing, or borrowing life insurance premiums from a lender or other third party, can be a legitimate method of obtaining life insurance premiums. However, not all premium financing arrangements may be appropriate and otherwise in compliance with the applicable laws and regulations. In fact, Pacific Life does not allow its products to be used in certain premium financing arrangements and will decline applications for life insurance made in connection with a premium financing arrangement that is not approved for use with Pacific Life products.</p> <p>A. Have you entered into, or have you made plans to enter into, an agreement to borrow current or future premiums, or both, in connection with this Application for Life Insurance? <input type="checkbox"/> Yes (Sign the applicable Premium Financing Disclosure Statement and submit with the application)</p> <p style="padding-left: 40px;">Indicate name of the financing agreement _____</p> <p style="padding-left: 40px;">Indicate name of the lender _____</p> <p><input type="checkbox"/> No</p> <p>B. Have you made plans to transfer the policy to a third party as repayment of any premium financing debt? <input type="checkbox"/> Yes (Give details in the Remarks section) <input type="checkbox"/> No</p>						
<p>PREMIUM BILLING METHODS If adding to an existing List Bill, question #4 is not applicable.</p>	<p>3. Billing Method (Check one):</p> <p>A. <input type="checkbox"/> Direct</p> <p>B. <input type="checkbox"/> Monthly Bank Draft (Complete Authorization for Electronic Funds Transfer (EFT) form)</p> <p>C. <input type="checkbox"/> Single Premium</p> <p>D. <input type="checkbox"/> List Bill – I/We agree that the premium for this policy shall be included in an itemized list provided to the payor and shall constitute notice of premium due, and I/we understand that I/we will not receive any premium notices or other notices regarding premiums (Check one)</p> <p style="padding-left: 40px;"><input type="checkbox"/> New List Bill <input type="checkbox"/> Add to Existing List Bill #: _____</p> <hr/> <p>4. Frequency of Payment for Direct and List Bill: (Check one)</p> <p>A. <input type="checkbox"/> Annually C. <input type="checkbox"/> Quarterly</p> <p>B. <input type="checkbox"/> Semi-Annually D. <input type="checkbox"/> Monthly (Available with List Bill only)</p>						
<p>PAYOR OF PREMIUMS Individual or entity paying premium.</p>	<p>5. Payor of premium is: (Check one) <input type="checkbox"/> Proposed Insured <input type="checkbox"/> Proposed Additional Insured <input type="checkbox"/> Primary Policyowner <input type="checkbox"/> Employer <input type="checkbox"/> Other</p> <p>6. Complete information below for above party(ies), if different from (or not included) in Client Information section.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 75%; padding: 2px;">A. Name</td> <td style="width: 25%; padding: 2px;">B. Relationship to Insured(s)</td> </tr> <tr> <td colspan="2" style="padding: 2px;">C. Care of (if applicable)</td> </tr> <tr> <td style="padding: 2px;">D. Address: Street</td> <td style="padding: 2px;">City State Zip Code</td> </tr> </table>	A. Name	B. Relationship to Insured(s)	C. Care of (if applicable)		D. Address: Street	City State Zip Code
A. Name	B. Relationship to Insured(s)						
C. Care of (if applicable)							
D. Address: Street	City State Zip Code						
<p>ADDITIONAL PREMIUM NOTICES (Optional) Not available for list bill. In addition to the Payor above, the individual or entity entered in this section will receive a premium notice.</p>	<p>7. Send Premium Notices to: <input type="checkbox"/> Proposed Insured <input type="checkbox"/> Proposed Additional Insured <input type="checkbox"/> Primary Policyowner <input type="checkbox"/> All Policyowners <input type="checkbox"/> Other</p> <p>8. Complete information below for above party(ies), if different from (or not included) in Client Information section.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 75%; padding: 2px;">A. Name</td> <td style="width: 25%; padding: 2px;">B. Relationship to Insured(s)</td> </tr> <tr> <td colspan="2" style="padding: 2px;">C. Care of (if applicable)</td> </tr> <tr> <td style="padding: 2px;">D. Address: Street</td> <td style="padding: 2px;">City State Zip Code</td> </tr> </table>	A. Name	B. Relationship to Insured(s)	C. Care of (if applicable)		D. Address: Street	City State Zip Code
A. Name	B. Relationship to Insured(s)						
C. Care of (if applicable)							
D. Address: Street	City State Zip Code						

NOTIFICATION INFORMATION

ADDITIONAL NOTIFICATIONS
(Optional)
Complete if additional notifications should be sent to another party.

1. Notifications are sent to the primary policyowner and include, but are not limited to, Policy Annual Statements, Last Premium Offers/Lapse Notices, and Confirmation Statements. Indicate where additional notifications should be sent:
 Proposed Insured Proposed Additional Insured Payor Other

2. Complete information below for above party(ies), if different from (or not included) in Client Information section.

A. Name	B. Relationship to Insured(s)		
C. Care of (if applicable)			
D. Address: Street	City	State	Zip Code

NOTIFICATIONS FOR EMPLOYER SPONSORED POLICY
(Optional)
Complete if notifications should be sent to a party other than the policyowner.

3. Notifications include, but are not limited to, Policy Annual Statements, Last Premium Offers/Lapse Notices, and Confirmation Statements.

4. Indicate where notifications should be sent: Employer Other

5. Complete information below for above party, if different from the policyowner's information.

A. Name			
B. Care of (if applicable)			
C. Address: Street	City	State	Zip Code

ELECT TO RECEIVE DOCUMENTS IN ELECTRONIC FORMAT
(Optional)

6. As the policyowner, by checking YES, I authorize Pacific Life to provide my proxy, prospectuses, fund updates and any other documentation in electronic format when available. YES

E-mail Address: _____ (please print legibly)

By consenting to receive my proxy, prospectuses, fund updates and any other documentation in electronic format, I agree that:

- This election will be effective for all life insurance policies I currently own and for life insurance policies I acquire in the future **(may exclude split dollar policies on a list bill)**
- Pacific Life will provide my prospectuses and other documents related to my policy electronically instead of sending paper copies of these documents by US mail
- I have the means to view such documents
- I understand that the initial electronic media type for prospectuses will be CD-ROM with future delivery method being an e-mail notification of documents that are viewable online
- Not all Policy documentation and notification may be currently available in electronic format. Any documents added to electronic delivery in the future will also be automatically included in this authorization
- I must have internet access (my internet provider may charge for internet access)
- I must provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes
- I must update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life
- I may request a paper copy of the documents at no cost by calling (800) 347-7787
- This authorization will remain in effect until such time as I may decide to revoke this authorization
- I may revoke this authorization at any time by calling (800) 347-7787

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

LIFE INSURANCE COVERAGE INFORMATION

PRODUCT/PREMIUM	1. Product Name _____	2. Planned Annual Premium \$ _____	
FACE AMOUNT/ DEATH BENEFIT Select the appropriate basic and rider/other coverage face amount(s) as shown on the Illustration. Not all rider/other coverages are available on all products.	3. Basic Coverage Amount \$ _____	Annual Renewable Term \$ _____ Check one term type: <input type="checkbox"/> Level <input type="checkbox"/> Varying Annual Renewable Term (VART) <input type="checkbox"/> Group Term Carve Out (GTCO) Annual Renewable Term Rider-Last Survivor \$ _____ Check one term type: <input type="checkbox"/> Level <input type="checkbox"/> Varying Annual Renewable Term (VART) ECV Coverage \$ _____ Surrender Value Enhancement Rider \$ _____ Surrender Value Enhancement Rider-Last Survivor \$ _____ Surrender Value Enhancement Trust/Executive Rider \$ _____ Other _____ \$ _____ Total of Rider/Other Coverage Above \$ _____	Total Initial Coverage = \$ _____
	+ _____ = _____		
DEATH BENEFIT OPTION Not available on all products.	4. Check one: <input type="checkbox"/> Option A (Level)	<input type="checkbox"/> Option B (Increasing)	<input type="checkbox"/> Option C (Face amount plus premiums less distributions)
LIFE INSURANCE QUALIFICATION TEST Both tests not available on all products.	5. Check one: (Qualification test cannot be changed after the policy is in force) A. <input type="checkbox"/> Guideline Premium Test (GPT) B. <input type="checkbox"/> Cash Value Accumulation Test (CVAT)		
GUARANTEED COST OF INSURANCE (COI) PERIOD Not all years available on all products.	6. Indicate number of years: <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 15 <input type="checkbox"/> Other _____		
OPTIONAL BENEFITS Select the appropriate riders as indicated in the Illustration and indicate face amount(s) where applicable. Not available on all products.	7. Select the appropriate riders as indicated in the Illustration and indicate face amount(s) where applicable.		
	A. <input type="checkbox"/> Accelerated Living Benefit Rider (Complete disclosure form) B. <input type="checkbox"/> Accidental Death Rider \$ _____ C. <input type="checkbox"/> Annual Renewable Term Rider Individual (Proposed Insured) \$ _____ <input type="checkbox"/> Varying D. <input type="checkbox"/> Annual Renewable Term Rider Individual (Additional Insured) \$ _____ <input type="checkbox"/> Varying E. <input type="checkbox"/> Annual Renewable Term Rider Additional Insured \$ _____ F. <input type="checkbox"/> Children's Term Rider \$ _____ (Complete Non-Medical form) G. <input type="checkbox"/> Disability Benefit Rider \$ _____ H. <input type="checkbox"/> Flexible Duration No Lapse Guarantee Rider I. <input type="checkbox"/> Guaranteed Insurability Rider \$ _____	J. <input type="checkbox"/> Guaranteed Minimum Distribution Rider K. <input type="checkbox"/> IRC § 412(e)(3) Life Insurance Rider L. <input type="checkbox"/> Maturity Extension Rider M. <input type="checkbox"/> Minimum Earnings Benefit Rider _____ years (Indicate a Maturity Period) N. <input type="checkbox"/> No Lapse Guarantee Rider O. <input type="checkbox"/> Owner Waiver of Charges (Complete Non-Medical form) P. <input type="checkbox"/> Payor Waiver of Charges (Complete Non-Medical form) Q. <input type="checkbox"/> Premium Waiver R. <input type="checkbox"/> Waiver of Charges (On Insured) S. <input type="checkbox"/> Other _____ T. <input type="checkbox"/> Other _____ U. <input type="checkbox"/> Other _____	
NON-FORFEITURE/ PREMIUM CESSATION OPTIONS (If applicable)	8. <input type="checkbox"/> Automatic Premium Loan <input type="checkbox"/> Extended Insurance <input type="checkbox"/> Reduced Paid-Up		
SPECIAL POLICY DATING Backdating is subject to Pacific Life and state guidelines.	9. A current policy date will be used unless you select one of the following. <input type="checkbox"/> Date to Save Age <input type="checkbox"/> Specific Date _____ (Indicate a date, excluding 29 th , 30 th , and 31 st) (mm/dd/yyyy) By signing in the signature section, I understand that insurance charges and expenses begin on the policy date.		
MODIFIED ENDOWMENT CONTRACT (MEC) ACCEPTANCE (If applicable)	10. I understand that the policy as applied for is expected to become a Modified Endowment Contract (MEC) prior to its first policy anniversary. <input type="checkbox"/> Yes (I have signed and submitted, or will sign upon policy delivery, a MEC Acceptance Form)		

ILLUSTRATION INFORMATION

ILLUSTRATION ACKNOWLEDGMENT

IMPORTANT

Must complete when applying for a non-variable product.

If box A is checked, a signed illustration must be submitted with the application.

1. An illustration is defined as a presentation or depiction that includes non-guaranteed elements of a policy over a period of years. This includes supplemental illustrations and/or sales material, which can be classified as a supplemental illustration. As applicant, I acknowledge that: (Check one)

- A. An illustration that matches this application was presented, signed, and is being submitted with this application.
- B. An illustration was not presented to me. (Not applicable in Michigan)
- C. An illustration was presented to me; however, the policy applied for is different than as illustrated.
- D. An illustration was displayed to me on a computer screen. The displayed illustration matches the policy applied for; however, no printed copy of the illustration was given to me. The illustration on the screen included personal and policy information as listed in this application.

If B, C, or D is checked, I acknowledge, as applicant, that I did not receive and sign an illustration that matches this application for the reason indicated above. I also understand that an illustration matching the policy as issued will be provided for my signature no later than at the time the policy is delivered.

ILLUSTRATION DISCLOSURE

This section applies when applying for a Variable product

I, the applicant, understand that I have applied for and/or purchased a variable universal life insurance policy from Pacific Life. I understand the following about variable universal life insurance and variable universal life insurance illustrations:

- Policy illustrations demonstrate the workings of a policy over time. Policy illustrations are presentations of non-guaranteed policy values over a period of years, based on assumptions of future investment results and assumptions as to what policy charges and credits will then be in effect. The hypothetical investment rates used in illustrations are illustrative only and should not be deemed to represent past or future investment results.
- In addition to investment results, future policy values depend on policy charges and credits. These charges and credits are determined by and may be adjusted by Pacific Life subject to contractual guarantees.
- Future policy values are also dependent on the amount and timing of premium payments, withdrawals and loans. Policy cash values may be more or less than premiums paid.
- The actual performance of the policy is likely to vary from the illustration as actual investment results and future policy charges and credits are either more or less favorable than illustrated. Such changes are likely to change the amount or number of required premiums to meet the original goals.
- The illustration may be based on policy options that require future action. Consult with your representatives to determine which (if any) illustrated policy options require future action.
- Pacific Life does not offer legal advice regarding state and federal tax laws pertaining to life insurance.

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

TELEPHONE & ELECTRONIC AUTHORIZATION INFORMATION

TELEPHONE & ELECTRONIC AUTHORIZATION

1. As the Policyowner, I understand that Pacific Life will act upon my telephone and/or electronic instructions for all of the following requests, unless I have chosen to withhold my authorization by checking the box below.

<p>Variable Life Policies</p> <ul style="list-style-type: none"> • Transfer Between Investment Options • Initiate Dollar Cost Averaging • Rebalance Variable Investment Options • Change Future Premium Allocation Instructions • Initiate Policy Loans 	<p>Indexed Universal Life (IUL) Policies</p> <ul style="list-style-type: none"> • Automatic Transfers • One-Time Transfers • Recurring Transfers • Initiate Policy Loans
---	---

Pacific Life will use reasonable procedures to confirm that these requests are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees, representatives and/or agents, will be held harmless for any claim, liability, loss or cost.

I further understand and agree that telephone and/or electronic transfers and allocation changes will be subject to the policy's terms and conditions and Pacific Life's administrative requirements.

By checking NO, I withhold my authorization for such telephone and/or electronic requests. NO

AUTHORIZATION FOR APPOINTMENT (Optional)

2. I authorize and appoint the party(ies) listed below to each act individually on my behalf for the following limited requests, including any telephone and/or electronic requests:

A. Appointee's Name: First MI Last	Relationship to Policyowner <input type="checkbox"/> Producer <input type="checkbox"/> Other Party
Check one: <input type="checkbox"/> All Requests (listed in Telephone & Electronic Authorization section) <input type="checkbox"/> All Requests (listed in Telephone & Electronic Authorization section) except initiating Policy Loans	
B. Appointee's Name: First MI Last	Relationship to Policyowner <input type="checkbox"/> Producer <input type="checkbox"/> Other Party
Check one: <input type="checkbox"/> All Requests (listed in Telephone & Electronic Authorization section) <input type="checkbox"/> All Requests (listed in Telephone & Electronic Authorization section) except initiating Policy Loans	

THIS PAGE IS INTENTIONALLY LEFT BLANK

INDEXED UNIVERSAL LIFE INSURANCE INFORMATION

AUTOMATIC TRANSFERS AFTER PREMIUM PAYMENT AND/OR LOAN REPAYMENT (Required)
 Percentages must be whole numbers.
 A Recurring Transfer is not available if 100% of the Fixed Account is being transferred to one or both of the Indexed Account(s).

1. These are my automatic transfer instructions. The amount* in the Fixed Account to be transferred to one or both of the Indexed Account(s) selected below on the next transfer date.
 The sums of the two percentages below do not need to equal 100% and cannot exceed 100%.
 a. 1 Year Indexed Account _____ %
 b. 5 Year Indexed Account _____ %
 c. By checking **NO**, I do not elect Automatic Transfers **NO**
 *The amount automatically transferred is the lesser of: 1) your selected transfer percentage multiplied by all premium and loan repayments paid since the last Transfer Date; and 2) the balance of the Fixed Account as of the applicable Transfer Date.

SEGMENT MATURITY (Optional)
 Percentages must be whole numbers.
 If not specified, 100% of the value of the matured segment will remain in the Indexed Account(s) and be applied to a new segment of the same duration.

2. These are my segment maturity automatic transfer instructions for the percentage of the Segment Maturity Value to be applied to a new Segment(s) in the Indexed Account(s) or Fixed Account.

A. Transfer From 1 Year Segment Into
_____ % to 1 Year Segment
_____ % to 5 Year Segment
_____ % to Fixed Account
1 Year Segment Maturity MUST TOTAL 100%

B. Transfer From 5 Year Segment Into
_____ % to 1 Year Segment
_____ % to 5 Year Segment
_____ % to Fixed Account
5 Year Segment Maturity MUST TOTAL 100%

INDEXED UNIVERSAL LIFE INSURANCE INFORMATION (Continued)

RECURRING TRANSFER FROM THE FIXED ACCOUNT TO THE INDEXED ACCOUNT (Optional)

Recurring Transfer available only if Automatic Transfer is less than 100% and not available when premium frequency is monthly.

Percentages must be whole numbers.

3. By completing the section below, I'm requesting to transfer an amount or percentage of the Fixed Account Value to the Indexed Account(s) on each scheduled Transfer Date based on the instructions below.

A. Objective (select one)

1. Deplete* the value in the Fixed Account over _____ months

*The amount transferred will be a proportionate amount of the Fixed Account Balance based on the number of months indicated. Any balance in the Fixed Account on the date of the last recurring transfer will be transferred to the Indexed Accounts(s).

2. Transfer \$_____ or _____% of the accumulated value in the Fixed Account for _____ months.
By checking YES, I authorized Pacific Life to deplete any balance in the Fixed Account on the last transfer date.
 YES

B. Frequency of transfers (select one)

Monthly Quarterly Semi-Annually Annually

C. Transfer the amount derived from A above to the accounts listed below:

_____ % to the 1 Year Index Account

_____ % to the 5 Year Index Account

MUST TOTAL 100%

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

VARIABLE LIFE INSURANCE INFORMATION

SELECTION OF PREMIUM ALLOCATION 1. Indicate how premiums are to be allocated until later changed by you or your authorized representative.
 A. Premium Allocation – Complete Premium Allocation section
 B. Portfolio Optimization Model – Complete Portfolio Optimization Model section
 C. Portfolio Optimization Plus – Complete the Portfolio Optimization Plus section
 D. Other Asset Allocation Model _____ (Attach additional required forms and indicate any specifics in Remarks)

PREMIUM ALLOCATION 2. Indicate percentage amount that you want allocated into each of the investment options below. The total of the percentages must be 100%. Allocation percentages must be whole numbers.

Manager	%	Investment Option	Manager	%	Investment Option
[Alger	_____	Small Cap-Growth	Jennison	_____	Health Sciences
AllianceBernstein	_____	International Value	Lazard	_____	LRS US Strategic
			Lazard	_____	Mid-Cap Equity
Analytics/JPM	_____	Long/Short Large-Cap			
Batterymarch	_____	International Small-Cap	Legg Mason	_____	LMPFA Mid Cap Core II
			Legg Mason	_____	LMPFA Aggressive Growth II
BlackRock	_____	BlackRock Basic Value V.I. III	Loomis Sayles	_____	Large-Cap Growth
BlackRock	_____	BlackRock Global Allocation V.I. III			
BlackRock	_____	Equity Index	MFS	_____	International Large-Cap
BlackRock	_____	Small-Cap Index	MFS	_____	MFS VIT New Discovery SC
			MFS	_____	MFS VIT Utilities SC
Capital Guardian	_____	Diversified Research			
Capital Guardian	_____	Equity	NFJ	_____	Small-Cap Value
Capital Research	_____	American Funds Growth	Oppenheimer	_____	Multi-Strategy
Capital Research	_____	American Funds Growth Income	Oppenheimer	_____	Main Street [®] Core
			Oppenheimer	_____	Emerging Markets
ClearBridge	_____	Large-Cap Value	Oppenheimer Capital	_____	Premier VIT OpCap Small Cap
Columbia	_____	Technology			
Fidelity [®]	_____	VIP Contrafund [®] SC2	PIMCO	_____	Inflation Managed
Fidelity [®]	_____	VIP Freedom 2010 Svc 2	PIMCO	_____	Managed Bond]
Fidelity [®]	_____	VIP Freedom 2015 Svc 2			
Fidelity [®]	_____	VIP Freedom 2020 Svc 2	Pacific Life	_____	Fixed Account*
Fidelity [®]	_____	VIP Freedom 2025 Svc 2	Pacific Life	_____	Fixed LT Account*
Fidelity [®]	_____	VIP Freedom 2030 Svc 2			
Fidelity [®]	_____	VIP Freedom Inc Svc 2	[PAM	_____	Money Market
Fidelity [®]	_____	VIP Growth SC2	PAM	_____	High Yield Bond
Fidelity [®]	_____	VIP Mid-Cap SC2			
Fidelity [®]	_____	VIP Value Strategies SC2	T. Rowe Price	_____	T. Rowe Price Blue Chip Growth II
			T. Rowe Price	_____	T. Rowe Price Equity Income II
Goldman Sachs	_____	Short Duration Bond	Van Eck	_____	Van Eck Worldwide Hard Assets
Highland Capital	_____	Floating Rate Loan Portfolio	Van Kampen	_____	Comstock
			Van Kampen	_____	Real Estate
J. P. Morgan	_____	Diversified Bond	Van Kampen	_____	Mid-Cap Growth
Janus	_____	Growth LT			
Janus	_____	Focused 30	Vaughan Nelson	_____	Small-Cap Equity]
Janus	_____	JAS Int'l Growth SC			
Janus	_____	JAS Mid-Cap Growth SC			
Janus	_____	JAS Risk Managed Core SC			

Other Investment Options

Manager	%	Investment Option

MUST TOTAL 100% _____

*The Fixed LT Account has less transfer liquidity and may credit a higher current rate of interest than the Fixed Account. Both fixed account options credit a fixed minimum guaranteed interest rate. The Fixed Accounts are not available for automatic rebalancing. See the prospectus for details.

VARIABLE LIFE INSURANCE INFORMATION (Continued)

PORTFOLIO OPTIMIZATION MODEL (Optional)

3. Subject to the Free-Look Transfer Date; I, as applicant, direct that my initial premium, less any premium loads, be allocated based on the Portfolio Optimization model that I selected below. I also direct all future premiums, less premium loads, be allocated to this model, unless otherwise instructed by me in writing.

Target Composition [(as of 5/2/08)]

Underlying Portfolios	A <input type="checkbox"/>	B <input type="checkbox"/>	C <input type="checkbox"/>	D <input type="checkbox"/>	E <input type="checkbox"/>
[Small-Cap Growth	-	-	2%	2%	3%
International Value	3%	5%	6%	9%	10%
Long/Short Large-Cap	1%	2%	2%	3%	4%
International Small-Cap	-	1%	2%	3%	3%
Equity Index	2%	3%	3%	4%	4%
Small-Cap Index	-	-	-	-	2%
Diversified Research	1%	2%	2%	2%	2%
American Funds Growth-Income	-	-	3%	5%	5%
American Funds Growth	-	4%	4%	4%	5%
Large-Cap Value	4%	5%	6%	6%	7%
Short Duration Bond	12%	9%	4%	2%	-
Floating Rate Loan	8%	5%	3%	-	-
Focused 30	-	-	1%	1%	2%
Growth LT	-	2%	3%	3%	4%
Diversified Bond	15%	10%	6%	2%	-
Mid-Cap Equity	3%	6%	8%	10%	11%
Large-Cap Growth	-	-	2%	2%	2%
International Large-Cap	3%	4%	4%	8%	9%
Small-Cap Value	-	1%	1%	1%	1%
Main Street Core	3%	4%	4%	4%	5%
Emerging Markets	-	-	3%	4%	5%
High Yield Bond	4%	3%	2%	-	-
Managed Bond	21%	16%	11%	4%	-
Inflation Managed	18%	14%	11%	8%	-
Mid-Cap Growth	-	1%	2%	2%	2%
Comstock	2%	3%	4%	6%	6%
Real Estate	-	-	-	2%	4%
Small-Cap Equity	-	-	1%	3%	4%]

PORTFOLIO OPTIMIZATION PLUS (Optional)

Indicate the desired Fund Manager and Investment Option from the list of approved funds shown in the Premium Allocation Section on the previous page.

Allocation percentages must be whole numbers.

4A. I direct the percentages listed below to be allocated into each of the investment options outside of the Portfolio Optimization model. I understand that the investment options I listed below must not be investment options currently within the Portfolio Optimization model.

The percentage(s) I have listed below must total less than 100%.

Manager	%	Investment Option

B. Indicate which Portfolio Optimization model (see model composition above) the remaining percentage should be allocated to:

A B C D E

VARIABLE LIFE INSURANCE INFORMATION (Continued)

**PORTFOLIO OPTIMIZATION
ACKNOWLEDGMENT**

5. With respect to enrolling in the Portfolio Optimization Service, by signing this application I understand that:
- I am directing my initial net premium payment be allocated based on the Portfolio Optimization model that I selected in the previous section. I also direct that subsequent net premium payments be allocated according to this model, as it may be modified from time to time, unless I instruct otherwise in writing.
 - I may utilize investment tools made available by Pacific Life Fund Advisors LLC (PLFA) for selecting a Portfolio Optimization model, but I understand that it is my decision, in consultation with my financial professional, to select a model. Neither PLFA nor Pacific Life bear responsibility for my decision.
 - The risk tolerance and models shown are targets only and that participation in Portfolio Optimization is not a guarantee against market loss.
 - Portfolio Optimization models will be analyzed from time to time and as a result, the investment options may be added or deleted from a model and/or the weightings of the investment options within a model may change. These investment options may be different from those currently available (including investment options not currently available). I have read the prospectus and the ADV brochure and understand that my model may be automatically updated. I grant PLFA, as investment adviser, limited discretionary investment authority to periodically make changes in the Portfolio Optimization investment options and to allocate and reallocate my account value in accordance with the Portfolio Optimization model I have selected, since the Portfolio Optimization model will be updated from time to time. PLFA can only transfer such discretionary authority (for example, the ability to periodically change model allocations) to another party with my consent, although PLFA may assume consent if it provides advance notice and I do not object. (For purposes of the preceding sentence, "transfer" means "assign" as interpreted under the Investment Advisers Act of 1940.)
 - I will receive transaction confirmations of the annual automatic updates, if applicable.
 - I will notify my financial professional if my financial situation and risk profile change in order to determine if I need to change to a different Portfolio Optimization model. I understand that I should periodically review, in consultation with my financial professional, my financial situation and risk profile to determine if I need to change my selected model.
 - Terminating my participation in the Portfolio Optimization service or participating in the Portfolio Optimization Plus service may impact my eligibility benefits under certain Pacific Life riders.
 - The Portfolio Optimization Service may be terminated at any time. PLFA and Pacific Life have no contractual obligation to continue the program.

IMPORTANT

Applicant's initials required if Portfolio Optimization or Portfolio Optimization Plus was selected.

Initials

I have received Pacific Life Fund Advisors' Form ADV brochure.

ACKNOWLEDGMENT

- With respect to the purchase of this variable life insurance policy, by signing this application I, acknowledge that:
- I understand that the amount and duration of the death benefit may vary, depending on the investment performance of the variable investment options.
 - I understand that the policy values may increase or decrease, depending on the investment experience of the variable investment options.
 - I have considered the liquidity needs, risk tolerance and investment time horizon in selecting the variable investment options.
 - My registered representative provided me with a copy of the prospectus(es) for the variable life insurance policy I applied for, as well as prospectuses for all variable insurance funds which are available within the policy.
- POLICY VALUES MAY INCREASE OR DECREASE, AND MAY EVEN BE REDUCED TO ZERO AND CAUSE THE POLICY TO LAPSE WITHOUT VALUE, DEPENDING ON THE EXPERIENCE OF THE VARIABLE INVESTMENT OPTIONS. THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS. A CURRENT ILLUSTRATION OF BENEFITS, INCLUDING DEATH BENEFITS AND HYPOTHETICAL CASH SURRENDER VALUES, IS AVAILABLE UPON REQUEST.**

ALTERNATE LIFE INSURANCE COVERAGE INFORMATION

ALTERNATE INSURANCE (Optional)

Complete and submit the appropriate product pages when applying for both a variable and non-variable product.

A separate application should be completed in place of completing this section if any of the following apply:

- different policyowners
- different applicants
- premium allocations for variable products will be different
- percentage amounts for Indexed Universal Life products will be different.

1. Product Name
2. Planned Annual Premium \$

3. Basic Coverage Amount
Annual Renewable Term \$
Check one term type:
[] Level
[] Varying Annual Renewable Term (VART)
[] Group Term Carve Out (GTCO)
Annual Renewable Term Rider-Last Survivor \$
Check one term type:
[] Level
[] Varying Annual Renewable Term (VART)
+ ECV Coverage \$
Surrender Value Enhancement Rider \$
Surrender Value Enhancement Rider-Last Survivor \$
Surrender Value Enhancement Trust/Executive Rider \$
Other \$
Total of Rider/Other Coverage Above \$
= Total Initial Coverage \$

4. Check one: [] Option A (Level) [] Option B (Increasing) [] Option C (Face amount plus premiums less distributions)

5. Check one: (Qualification test cannot be changed after the policy is in force)
A. [] Guideline Premium Test (GPT)
B. [] Cash Value Accumulation Test (CVAT)

6. Indicate number of years:
[] 0 [] 1 [] 2 [] 3 [] 5 [] 10 [] 15 [] Other _____

7. Select the appropriate riders as indicated in the Illustration and indicate face amount(s) where applicable.
A. [] Accelerated Living Benefit Rider (Complete disclosure form)
B. [] Accidental Death Rider \$ _____
C. [] Annual Renewable Term Rider [] Varying
Individual (Proposed Insured) \$ _____
D. [] Annual Renewable Term Rider [] Varying
Individual (Additional Insured) \$ _____
E. [] Annual Renewable Term Rider
Additional Insured \$ _____
F. [] Children's Term Rider \$ _____
(Complete Non-Medical form)
G. [] Disability Benefit Rider \$ _____
H. [] Flexible Duration No Lapse Guarantee Rider
I. [] Guaranteed Insurability Rider \$ _____
J. [] Guaranteed Minimum Distribution Rider
K. [] IRC § 412(e)(3) Life Insurance Rider
L. [] Maturity Extension Rider
M. [] Minimum Earnings Benefit Rider _____ years
(Indicate a Maturity Period)
N. [] No Lapse Guarantee Rider
O. [] Owner Waiver of Charges (Complete Non-Medical form)
P. [] Payor Waiver of Charges (Complete Non-Medical form)
Q. [] Premium Waiver
R. [] Waiver of Charges (On Insured)
S. [] Other _____
T. [] Other _____
U. [] Other _____

8. [] Automatic Premium Loan [] Extended Insurance [] Reduced Paid-Up

9. A current policy date will be used unless you select one of the following.
[] Date to Save Age [] Specific Date _____ (Indicate a date, excluding 29th, 30th, and 31st)
(mm/dd/yyyy)
By signing in the signature section, I understand that insurance charges and expenses begin on the policy date.

10. I understand that the policy as applied for is expected to become a Modified Endowment Contract (MEC) prior to its first policy anniversary.
[] Yes (I have signed and submitted, or will sign upon policy delivery, a MEC Acceptance Form)

ALL COMPLETED FIELDS OF THE PRIMARY APPLICATION NOT INCLUDED IN THIS SECTION WILL APPLY UNLESS CHANGES ARE SPECIFIED IN REMARKS.

APPLICANT/POLICYOWNER'S REPRESENTATION OF INSURABLE INTEREST

REPRESENTATION OF INSURABLE INTEREST As the Applicant and/or Policyowner, I represent that the Policyowner and Beneficiary have an insurable interest in the life of the Proposed Insured(s). (Applicable except where the Proposed Insured is both Applicant and Policyowner.)

PROPOSED INSURED'S CONSENT FOR EMPLOYER OWNED INSURANCE

PROPOSED INSURED'S CONSENT As the proposed insured, I acknowledge and understand that (i) my employer (the "Employer"), or a trust established by my employer (the "Trust"), is involved in this Application for life insurance insuring my life ("Life Insurance Coverage"), (ii) the Employer or the Trust will have an interest as policyowner and/or beneficiary of the Life Insurance Coverage as reflected in this Application, and (iii) both I and my heirs may have no right or interest in or to the Life Insurance Coverage and its proceeds.

Applicable only if the employer or an employer-controlled trust is to be the policyowner of this policy.

I (i) consent to the issuance of the Life Insurance Coverage as requested in this Application; (ii) acknowledge that the Life Insurance Coverage may continue after the termination of my employment with the Employer; (iii) acknowledge that my Employer has notified me in writing of the maximum life insurance face amount for which my Employer may seek Life Insurance Coverage insuring my life; and (iv) acknowledge that Pacific Life will not necessarily issue a policy at this maximum life insurance face amount.

My consent to this insurance has not been obtained by coercion of my Employer or its representatives or agents, whether express or implied. By my signature in the Signatures section, I am consenting to the Employer's and/or Trust's future purchase of additional Life Insurance Coverage up to the maximum amount described above, for which no additional notice to, or consent from me will be necessary.

EMPLOYER ACKNOWLEDGMENT

EMPLOYER ACKNOWLEDGMENT REGARDING THE POTENTIAL TAXATION OF DEATH BENEFITS I acknowledge and understand: (i) the potential significance of IRC section 101(j); and (ii) that, if IRC section 101(j) applies, the policy(s) death benefit may be income taxable unless I, as employer, have satisfied the conditions of IRC Section 101(j); and (iii) that Pacific Life and its producers are not authorized to provide tax or legal advice and that I must look to my independent tax and legal advisors for current information regarding this and other laws that may impact me and my life insurance policies.

I understand that it remains the employer's responsibility to ensure both current and ongoing compliance with the requirements of IRC sections 101(j) and 6039I.

By signing in the Signatures section, I acknowledge my understanding of this information, and that I have obtained or will obtain from my independent tax and legal advisors whatever advice I deem necessary or appropriate concerning the taxation of my life insurance policies.

APPLICATION PACKAGE

PAGES NOT SUBMITTED 1. Indicate below each page not submitted from this application (Check all that apply):

Complete this section if one of the pages indicated in this section is blank and will not be submitted to the Life Insurance Operations Center.

A. Pages 12-13 – Indexed Universal Life Insurance Information

B. Pages 14-17 – Variable Life Insurance Information

C. Page 18 – Additional Life Insurance Coverage Information

D. Page 19 – Alternate Life Insurance Coverage Information

Note: Only the above-referenced pages are not required to be submitted if blank. The omission of any other pages may result in rejection of the application.

NEW BUSINESS DATE STAMP (For Internal Use Only)**DECLARATIONS**

The answers provided in this application are true and complete to the best of my knowledge and belief. I understand and agree that:

1. (NOT APPLICABLE IN WEST VIRGINIA) Acceptance of a life insurance policy will be ratification of any administrative change with respect to such policy made by Pacific Life as indicated under the title "Endorsement," where permitted by state law. All other changes made to the application or policy by Pacific Life will be indicated on an "Application Amendment Form" that must be signed by all applicable parties, prior to or at the time of delivery of this policy.
2. (APPLICABLE ONLY IF THE EMPLOYER OR AN EMPLOYER-CONTROLLED TRUST IS TO BE THE OWNER OF THIS POLICY) If insurance is being applied for on the life of any non-exempt employee, then such insurance is not prohibited by applicable state law.
3. If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the producer, whose name appears below, the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

DECLARATIONS (Continued)

4. Except as provided in the terms or conditions of any Temporary Insurance Agreement (TIA) that I may have received in connection with this application, coverage will take effect when the policy is delivered and the entire first premium is paid only if at that time the Proposed Insured(s) is alive, and all answers in this application that are material to the risk are still true and complete.
5. If I have given money with the application and received a TIA and if the coverage amount of the application exceeds the TIA coverage limits, I understand that if the Proposed Insured(s) die(s) before a policy is delivered, the death benefit will be limited to the TIA coverage limit.
6. I must inform the Producer or Pacific Life Insurance Company (PL) in writing of any changes in the health of any Proposed Insured(s) or if any of the statements or answers on this application change prior to delivery of the policy.
7. My statements and answers in this application must continue to be true as of the date I receive the policy.
8. No Producer is authorized to make or change contracts or insurance policies on the behalf of Pacific Life and no Producer may alter the terms of this application, the TIA, or the policy, nor does the Producer have the authority to waive any of Pacific Life's rights or requirements.
9. No representation is made that, based on information provided in the application, a particular premium rate, risk category or class will be offered to me. I will review my policy and ask the producer or the Company about the specific premium and risk class referenced in my policy.
10. The policy(ies) as applied for in this application will meet my insurance needs and financial objectives based in part upon my age, income, net worth, tax and family status, and any existing insurance policies I own.
11. If this application is for flexible premium universal life insurance with equity indexed feature, I ACKNOWLEDGE that: I am applying for an indexed product, for which the annual crediting for the indexed account tracks the gains and the losses of an outside financial index, subject to a growth cap and floor. I further understand that, while the values of the policy may be determined in part, by reference to an external index, the policy does not directly participate in any stock or equity investments and values shown to me, other than the minimum values, are not guarantees, promises, or warranties.

SIGNATURES

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (Not applicable in Oregon.)

If you are signing on behalf of an entity, you represent that you are authorized to execute this document and to make the representations herein. If the entity is a corporation, you further represent that all requirements under applicable law and under the corporation's governing documents have been satisfied concerning the execution of this document, including the use of the corporate seal and number of signing officers.

If insured or owner is under age 16, a signature of parent/guardian is required in place of the minor's signature.

SIGNED BY APPLICANT IN:

City	State
-------------	--------------

APPLICANT SIGNED AND DATED ON:

Date (mm/dd/yyyy)

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

 SIGN HERE

X _____

*Applicant's Signature, always required & Title, if corporation, trust or business entity

THE APPLICANT IS THE PARTY THAT APPLIES FOR THE POLICY.

Applicant's Name: First MI Last (print)	Relationship To Proposed Insured
--	---

 SIGN HERE

X _____

Proposed Insured's Signature, if other than applicant

 SIGN HERE

X _____

Proposed Additional Insured's Signature, if applicable

 SIGN HERE

X _____

*Policyowner's Signature, if other than applicant or insured & Title, if corporation, trust, or business entity

 SIGN HERE

X _____

*Additional Policyowner's Signature & Title, if applicable

*If a corporation or business entity, indicate name below. The signature and title of any authorized representative is required and should be shown in the Client Information section. If a trust, all required trustees must sign according to the trust agreement.

Corporation or Business Entity's Name, if applicable

PRODUCER'S CERTIFICATION

I certify that I have truly and accurately recorded the information supplied in the application.

 SIGN HERE

X _____

Soliciting Producer's Signature

Soliciting Producer's Name: First MI Last (print)
--

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
P.O. Box 2030 • Omaha, NE 68103-2030
(800) 347-7787 • Fax (949) 462-3066
www.PacificLife.com]

**AUTHORIZATION TO OBTAIN INFORMATION**

This authorization complies with HIPAA Privacy Rules

PROPOSED INSURED'S INFORMATION

Proposed Insured's Name: First	MI	Last	Date of Birth (mm/dd/yyyy)	Place of Birth (state/country)
Proposed Additional Insured's Name: First	MI	Last (if applicable)	Date of Birth (mm/dd/yyyy)	Place of Birth (state/country)

I authorize any physician, health care professional, medical practitioner, other health care provider, hospital, clinic, laboratory, pharmacy, medical facility, other medical or medically related facility, insurance company, health plan, the Medical Information Bureau, Inc., consumer reporting agency, state motor vehicle agency, or employer to release to **Pacific Life Insurance Company ("PL")** its subsidiaries, reinsurers, employees and representatives, any information they may have in their possession or under their control as to the diagnosis, treatment, prognosis of any physical or mental condition, human immunodeficiency virus (HIV) infection, sexually transmitted diseases, treatment of mental illness, and the use of tobacco, and any non-medical information, including finances, avocations, occupation, foreign travel, and driving record for me and any minor children who are to be insured. Although Federal Regulation protects information related to drug or alcohol abuse from disclosure, I give permission to collect this information. This authorization is not affected or limited by any prior agreements I may have made with any of the above persons or entities to restrict the release of such information, and I instruct them to release and disclose all such information without restriction.

I understand that the reason for releasing such information under this authorization is to determine eligibility for insurance and that such information will not be released to any person or organization except a reinsurer, the Medical Information Bureau, Inc., and other persons or organizations performing business or legal services in connection with my application, or as may be otherwise required by law, or as I may further authorize. I understand that I may revoke this authorization at any time by sending a written revocation request to Pacific Life Insurance Company at: [P. O. Box 2030, Omaha, NE 68103-2030]. Such a revocation will not affect any action taken or information released prior to the revocation, and will not affect any legal right Pacific Life has to contest an insurance policy/certificate, or to contest a claim under an insurance policy/certificate. I understand that if I revoke this authorization, Pacific Life may not be able to process my application, and may not be able to make any benefit payments due under any existing policy, certificate, or other binding agreement.

This authorization shall remain in force for 24 months after the date of my signature below, and a copy of this authorization is as valid as the original. I understand that once any such health-related information is released pursuant to this authorization, that information may be redisclosed and will no longer be covered or protected by the HIPAA rules governing privacy and confidentiality of health information.

I acknowledge that I have received the disclosure notice and a copy of this authorization.

SIGNATURES

Signed and Dated by the Insured(s) in: _____
City
State
Date (mm/dd/yyyy)



X

Proposed Insured's Signature (or parent/guardian if under age 16)



X

Proposed Additional Insured's Signature (or parent/guardian if under age 16)

THIS PAGE IS INTENTIONALLY LEFT BLANK

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
 P.O. Box 2030 • Omaha, NE 68103-2030
 (800) 347-7787 • Fax (949) 462-3066
 www.PacificLife.com]



PACIFIC LIFE

PRODUCER REPORT

Proposed Insured's Name: First	MI	Last	Date of Birth (mm/dd/yyyy)
Proposed Additional Insured's Name: First	MI	Last (if applicable)	Date of Birth (mm/dd/yyyy)

BUSINESS INSURANCE INFORMATION

<p>BUSINESS INSURANCE Complete if applying for business insurance.</p>	<p>1. This life insurance policy is being purchased in conjunction with a:</p> <table style="width:100%;"> <tr> <td>A. <input type="checkbox"/> Buy/Sell</td> <td>E. <input type="checkbox"/> Employee Benefit</td> <td>H. <input type="checkbox"/> Section 79 (10+ Plan Participants)</td> </tr> <tr> <td>B. <input type="checkbox"/> Controlled Executive Bonus Plan</td> <td>F. <input type="checkbox"/> Key Employee</td> <td>I. <input type="checkbox"/> Split Dollar</td> </tr> <tr> <td>C. <input type="checkbox"/> Deferred Compensation</td> <td>G. <input type="checkbox"/> Section 79 (1-9 Plan Participants)</td> <td>J. <input type="checkbox"/> 412(e)(3)</td> </tr> <tr> <td>D. <input type="checkbox"/> Other _____</td> <td>K. <input type="checkbox"/> 419(e) Welfare Benefit Plan</td> <td></td> </tr> </table>					A. <input type="checkbox"/> Buy/Sell	E. <input type="checkbox"/> Employee Benefit	H. <input type="checkbox"/> Section 79 (10+ Plan Participants)	B. <input type="checkbox"/> Controlled Executive Bonus Plan	F. <input type="checkbox"/> Key Employee	I. <input type="checkbox"/> Split Dollar	C. <input type="checkbox"/> Deferred Compensation	G. <input type="checkbox"/> Section 79 (1-9 Plan Participants)	J. <input type="checkbox"/> 412(e)(3)	D. <input type="checkbox"/> Other _____	K. <input type="checkbox"/> 419(e) Welfare Benefit Plan																															
A. <input type="checkbox"/> Buy/Sell	E. <input type="checkbox"/> Employee Benefit	H. <input type="checkbox"/> Section 79 (10+ Plan Participants)																																													
B. <input type="checkbox"/> Controlled Executive Bonus Plan	F. <input type="checkbox"/> Key Employee	I. <input type="checkbox"/> Split Dollar																																													
C. <input type="checkbox"/> Deferred Compensation	G. <input type="checkbox"/> Section 79 (1-9 Plan Participants)	J. <input type="checkbox"/> 412(e)(3)																																													
D. <input type="checkbox"/> Other _____	K. <input type="checkbox"/> 419(e) Welfare Benefit Plan																																														
<p>List additional key person information in Remarks Section.</p>	<p>2. PRINCIPAL OFFICERS, PARTNERS, OR KEY EMPLOYEES' INFORMATION</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;">Name: First</th> <th style="width:15%;">MI</th> <th style="width:35%;">Last</th> <th style="width:15%;">Position</th> <th style="width:10%;">% of Business Owned</th> <th style="width:20%;">Amount of Insurance Owned by Business</th> </tr> </thead> <tbody> <tr><td>A.</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>B.</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>C.</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>D.</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>E.</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>F.</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>					Name: First	MI	Last	Position	% of Business Owned	Amount of Insurance Owned by Business	A.						B.						C.						D.						E.						F.					
Name: First	MI	Last	Position	% of Business Owned	Amount of Insurance Owned by Business																																										
A.																																															
B.																																															
C.																																															
D.																																															
E.																																															
F.																																															
	<p>3. What is the current value of the business? \$</p>		<p>4. What was the annual net profit (before taxes) of business? Last Year \$ 2 Years Ago \$</p>																																												
	<p>5. Are other officers, partners, or key employees proportionately insured? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, explain in Remarks)</p>																																														

JUVENILE/DEPENDENT INSURANCE INFORMATION

<p>JUVENILE/DEPENDENT INSURANCE Complete if the Proposed Insured is under age 16, and over age 16 if a dependent.</p>	<p>1. Did you personally observe the Proposed Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, explain in Remarks)</p> <p>2. Are the Proposed Insured's siblings insured for equal amounts? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, explain in Remarks)</p>																			
	<p>3. PERSON SUPPORTING PROPOSED INSURED</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">A. Name: First</td> <td style="width:10%; text-align:center;">MI</td> <td style="width:30%; text-align:right;">Last</td> <td colspan="2"></td> </tr> <tr> <td>B. Relationship to Insured</td> <td colspan="2"></td> <td colspan="2">C. Estimated annual income \$</td> </tr> <tr> <td>D. Estimated net worth \$</td> <td colspan="2"></td> <td colspan="2">E. Estimated amount of life insurance \$</td> </tr> </table>					A. Name: First	MI	Last			B. Relationship to Insured			C. Estimated annual income \$		D. Estimated net worth \$			E. Estimated amount of life insurance \$	
A. Name: First	MI	Last																		
B. Relationship to Insured			C. Estimated annual income \$																	
D. Estimated net worth \$			E. Estimated amount of life insurance \$																	
	<p>4. POLICYOWNER'S INFORMATION</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="5">A. Name</td> </tr> <tr> <td colspan="3">B. Relationship to Insured</td> <td colspan="2">C. Amount of life insurance in force \$</td> </tr> <tr> <td colspan="5">D. Purpose of Insurance</td> </tr> </table>					A. Name					B. Relationship to Insured			C. Amount of life insurance in force \$		D. Purpose of Insurance				
A. Name																				
B. Relationship to Insured			C. Amount of life insurance in force \$																	
D. Purpose of Insurance																				

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

PRODUCER INFORMATION (Continued)

		YES	NO											
PRODUCER REPORT To be answered by the soliciting Producer.	1. Did you personally meet with all parties who have signed this application and ask the appropriate parties all applicable questions in this application? (If no, explain in Remarks Section)	<input type="checkbox"/>	<input type="checkbox"/>											
	2. Indicate the form of valid identification used to confirm the identity of each person signing this application (Check all that apply) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;">Individual Person</th> <th style="width:50%;">Non-Individual Entity</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Drivers License</td> <td><input type="checkbox"/> Business License</td> </tr> <tr> <td><input type="checkbox"/> Government Issued Photo ID</td> <td><input type="checkbox"/> Certified Articles of Incorporation</td> </tr> <tr> <td><input type="checkbox"/> Passport</td> <td><input type="checkbox"/> Partnership Agreement</td> </tr> <tr> <td><input type="checkbox"/> _____</td> <td><input type="checkbox"/> Trust Document</td> </tr> <tr> <td></td> <td><input type="checkbox"/> _____</td> </tr> </tbody> </table>	Individual Person	Non-Individual Entity	<input type="checkbox"/> Drivers License	<input type="checkbox"/> Business License	<input type="checkbox"/> Government Issued Photo ID	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> _____	<input type="checkbox"/> Trust Document		<input type="checkbox"/> _____	
Individual Person	Non-Individual Entity													
<input type="checkbox"/> Drivers License	<input type="checkbox"/> Business License													
<input type="checkbox"/> Government Issued Photo ID	<input type="checkbox"/> Certified Articles of Incorporation													
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement													
<input type="checkbox"/> _____	<input type="checkbox"/> Trust Document													
	<input type="checkbox"/> _____													
Explain all "Yes" answers in Remarks Section unless instructed otherwise.	3. Are you aware of any information not given in the application that might affect the insurability of the Proposed Insured(s)?	<input type="checkbox"/>	<input type="checkbox"/>											
	4. Did the Proposed Insured/Additional Insured change his/her name during the past 5 years? If yes, give former name(s): _____	<input type="checkbox"/>	<input type="checkbox"/>											
	5. Certain states require replacement forms for any in force policies even if a replacement is not intended. A. Is there any existing or pending life insurance or annuities on any Proposed Insured?	<input type="checkbox"/>	<input type="checkbox"/>											
	B. To the best of your knowledge, will the policy applied for replace, cause a change in, or involve a cash withdrawal or loan from or lapse of any life insurance policy or annuity contract on any Proposed Insured's life or in any life insurance or annuity owned by the Applicant, or is the policyowner considering using funds from existing policies to pay premiums on the new policy?	<input type="checkbox"/>	<input type="checkbox"/>											
	C. I have discussed the appropriateness of replacement, and followed appropriate state laws, Pacific Life's written replacement guidelines and, if applicable, I have complied with the replacement requirements of my broker-dealer. (If no, explain in Remarks Section)	<input type="checkbox"/>	<input type="checkbox"/>											
Small group is defined as more than 1 and less than 10 lives with a common applicant and/or policyowner	6. Have plans been made that any other party (including a Life Settlement and/or Viatical Company), other than the owner, will obtain any right, title or interest in any policy issued on the life of the Proposed Insured as a result of this application?	<input type="checkbox"/>	<input type="checkbox"/>											
	7. What type of case is this application? <input type="checkbox"/> Individual <input type="checkbox"/> Joint Life <input type="checkbox"/> Multilife <input type="checkbox"/> Small Group: Total Number of applications _____ Include Proposed Insured's name(s) in Remarks Section.													
	8. Is this policy going to be used in a qualified plan? <input type="checkbox"/> Yes (If yes, indicate type below and complete additional applicable forms) <input type="checkbox"/> Defined Benefit Plan <input type="checkbox"/> Pension <input type="checkbox"/> Profit Sharing <input type="checkbox"/> 412(e)(3) <input type="checkbox"/> Other _____ <input type="checkbox"/> No													
	9. Check appropriate items that have been ordered: <table style="width:100%;"> <tr> <td><input type="checkbox"/> Medical Exam</td> <td><input type="checkbox"/> H.O. Specimen</td> </tr> <tr> <td><input type="checkbox"/> Paramedical Exam</td> <td><input type="checkbox"/> Inspection Report</td> </tr> <tr> <td><input type="checkbox"/> EKG</td> <td><input type="checkbox"/> APS _____</td> </tr> <tr> <td><input type="checkbox"/> Blood Profile</td> <td>_____</td> </tr> </table>	<input type="checkbox"/> Medical Exam	<input type="checkbox"/> H.O. Specimen	<input type="checkbox"/> Paramedical Exam	<input type="checkbox"/> Inspection Report	<input type="checkbox"/> EKG	<input type="checkbox"/> APS _____	<input type="checkbox"/> Blood Profile	_____					
<input type="checkbox"/> Medical Exam	<input type="checkbox"/> H.O. Specimen													
<input type="checkbox"/> Paramedical Exam	<input type="checkbox"/> Inspection Report													
<input type="checkbox"/> EKG	<input type="checkbox"/> APS _____													
<input type="checkbox"/> Blood Profile	_____													

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

PRODUCER COMMISSION INFORMATION

PRODUCER'S INFORMATION The first name listed will be the servicing producer. If more than three producers, use Remarks.	SERVICING PRODUCER			
	Name: First MI Last			Soc. Sec. # / Tax ID #
	E-mail Address		Telephone # (include area code)	Fax # (include area code)
	RLO or PL Servicing Office #	Producer Code	Commission %	Commission Payout Choice* (select one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
	ADDITIONAL PRODUCER			
	Name: First MI Last			Soc. Sec. # / Tax ID #
	E-mail Address		Telephone # (include area code)	Fax # (include area code)
	RLO or PL Servicing Office #	Producer Code	Commission %	Commission Payout Choice* (select one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
	ADDITIONAL PRODUCER			
	Name: First MI Last			Soc. Sec. # / Tax ID #
	E-mail Address		Telephone # (include area code)	Fax # (include area code)
	RLO or PL Servicing Office #	Producer Code	Commission %	Commission Payout Choice* (select one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

*Commission Payout Choice A & C are not available on all products. If no choice is indicated, commission payout choice B will be applied unless your broker-dealer has pre-selected a different payout choice. Please verify with your broker-dealer to ensure correct choice is indicated.

BROKER-DEALER'S INFORMATION	BROKER-DEALER	
	Name:	
	Name of Office Contact:	Broker-Dealer Client Account # (if available)

SOLICITING PRODUCER'S CERTIFICATION

I certify that to the best of my knowledge and belief:

1. I have presented to the Company all pertinent facts and have correctly and completely recorded all required answers.
2. I have given the Proposed Insured(s) (or Parent for Juvenile insurance) a copy of the Disclosure Notice, and any other disclosure notice, statement or information required by state or federal law.
3. If applicable, I have fully explained the terms and conditions of the Temporary Insurance Agreement to the Proposed Insured(s) (or policyowner) and have given it to him/her (them).
4. I have complied with all applicable state and/or federal laws in the recommendation and/or sale of this policy. I have also complied with Pacific Life's procedures on cost comparison, illustration, and replacement.
5. The information contained in the section "Illustration Acknowledgment" is accurate and true.
6. I have reviewed this Application, and have determined that its proposed purchase is suitable as required under law, based in part upon information provided by the Applicant, Policyowner and Proposed Insured, as applicable, including age, income, net worth, tax and family status, and any existing insurance program. If the policy applied for is a variable life insurance policy, I further certify that I have also considered the Policyowner's liquidity needs, risk tolerance, and investment time horizon, and followed my broker-dealer's suitability guidelines in both the recommendation of this policy, and the choice of investment options.
7. Only sales materials provided or otherwise approved by Pacific Life were used in the sales process and copies of all sales material were left with the applicant.
8. I am appropriately state licensed and appointed in all jurisdictions in which sales activity (including solicitation, obtaining application signatures, and policy delivery) related to this application has taken or will take place.
9. If any person is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

Signed and Dated by the Soliciting Producer on: _____ (mm/dd/yyyy)

 **X**

MUST MATCH THE SOLICITING PRODUCER ON THE APPLICATION'S SIGNATURE PAGE.

ADDITIONAL PRODUCER'S CERTIFICATION (Required if personally meeting with the client during solicitation or policy delivery.)

I am appropriately state licensed and appointed in all jurisdictions in which sales activity (including solicitation, obtaining application signatures, and policy delivery) related to this application has taken or will take place.

Signed and Dated by the Additional Producer(s) on: _____ (mm/dd/yyyy)

 **X**

Additional Producer's Signature **Additional Producer's Signature**

THIS PAGE IS INTENTIONALLY LEFT BLANK

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
P.O. Box 2030 • Omaha, NE 68103-2030
(800) 347-7787 • Fax (949) 462-3066
www.PacificLife.com]

**DISCLOSURE NOTICE****DETACH AND LEAVE WITH PROPOSED INSURED(S)**

This brief description of our underwriting process is designed to help you to understand how an application for life insurance is handled, the types and sources of information we may collect about you, the circumstances under which we may disclose that information to others and your right, or your authorized representative's right, to learn the nature and substance of that information upon written request. The purpose of the underwriting process is to make sure you qualify for life insurance under the rules of Pacific Life Insurance Company (PL), and assuming you do, establish the proper premium charge for that insurance. The goal of the underwriting process is to have the cost of insurance distributed equitably among all policyowners, so that each individual pays his or her fair share. To determine your insurability, we must consider such factors as your medical history, physical condition, occupation, and hazardous avocations. We get this information from various sources.

Application and Medical Records – Your application, including the medical history, is the primary source of information in the evaluation process. In addition, we may ask you to take a physical examination or other special test such as an electrocardiogram. We may also ask for a report from your doctor or hospital, another insurance company, or the Medical Information Bureau, Inc. When we do so, we will use the Authorization To Obtain Information that you signed.

Medical Information Bureau, Inc. (MIB) – is a non-profit corporation, which operates an information exchange on behalf of member life insurance companies. As a member company, we will ask the MIB if it has a record concerning you. If you previously applied to a member company for insurance, MIB may have information about you in its file. The purpose of the MIB is to protect member companies, their policyowners, and insureds from those who would conceal significant facts relevant to their insurability. The information, which is obtained from MIB, may be used only as an alert to the possible need for further independent investigation. It cannot be used as a basis to make a final underwriting decision. Information regarding your insurability will be treated as confidential. PL, its subsidiaries, or its reinsurer(s) may, however, make a brief report to the MIB. If you later apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the MIB, upon request, will supply the company with the information it may have about you in its file. PL, its subsidiaries, or its reinsurer(s) may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. At your request, or your authorized representative's request, the MIB will arrange disclosure of any information it may have about you in its file. If you question the accuracy of information on file, you may contact the MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of the information office of MIB, Inc., is [Post Office Box 105, Essex Station, Boston, Massachusetts 02112]. Their telephone number is [(866) 692-6901].

Investigative Consumer Report – As part of our underwriting procedure, we may request an investigative consumer report from a consumer reporting agency. A consumer report confirms and supplements the information on your application pertaining to employment and residence verification, smoking habits, marital status, occupation, hazardous avocations, and general health. This report may also cover information concerning your general reputation, personal characteristics, and mode of living (**except as may be related directly or indirectly to your sexual orientation**) including drug and alcohol use, motor vehicle driving record, and any criminal activity. This information may be obtained through personal interviews with you, your family, friends, neighbors, and business associates. If a report is required and you wish to be personally interviewed, please let us know and we will notify the consumer reporting agency. The information contained in the report may be retained by the consumer reporting agency and subsequently disclosed to other companies to the extent permitted by the Fair Credit Reporting Act. Investigative consumer reports are held in strict confidence and used only to evaluate your application on a fair and equitable basis. You have a right to inspect and obtain a copy of the report from the consumer reporting agency.

DISCLOSURE TO OTHERS

Personal information obtained about you during the underwriting process and at other times is confidential and will not be disclosed to other persons or organizations without your written authorization except to the extent necessary for the conduct of our business and only to the extent permitted by applicable state law. Examples of situations where we may share information about you are as follows:

- The Producer may retain a copy of your application, and after a policy is issued will have access to ongoing policy information in order to better serve your needs.
- If reinsurance is required, the reinsurance company would have access to our application file.
- We may release information to another life insurance company to whom you have applied for life or health insurance or to whom you have submitted a claim for benefits, if you have authorized it to obtain such information.
- As stated earlier, we may report information to the Medical Information Bureau, Inc.
- We will disclose information to government regulatory officials, law enforcement authorities, and others where required by law.

DISCLOSURE TO YOU

In general, you have a right to learn the nature and substance of any personal information about you in our file upon written request. Whenever an adverse underwriting decision is made, we will notify you of the reason(s) for the decision and the source of the information upon which our action is based. Medical record information, however, will normally be given only to a licensed physician of your choice. Please refer to the section on MIB, Inc., for that organization's disclosure procedure. Should you feel that any information we have is inaccurate or incomplete, please write to: Manager, New Business Services, PL Insurance Company, [P.O. Box 2030, Omaha, NE 68103-2030]. Your comments will be carefully considered and corrections made where justified. We hope this Notice will help you to understand how we obtain and use personal information in the underwriting process, and the ways you can learn about this information. We are concerned with insuring privacy as well as lives, and the collection, use, and disclosure of personal information is limited to those specified in this Notice.

SERFF Tracking Number: PALD-125846058 State: Arkansas
 Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 40724
 Company Tracking Number: P09IEP
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
 Adjustable Life
 Product Name: P09IEP
 Project Name/Number: P09IEP/P09IEP

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Last Survivor Indexed Universal Life Insurance	10/31/2008	P09IEPAR.pdf
No original date	Form	Last Survivor Indexed Universal Life Insurance	10/24/2008	P09IEPAR.pdf
No original date	Supporting Document	Certification/Notice	10/06/2008	AR1GuarAssocN ote.pdf Readability Certification.pdf AR Cert. of Compliance EI- Mktg.pdf AR Signed EI Cert.pdf AR Cert. of Compliance EI- Disc & Advert.pdf



PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise Drive • Aliso Viejo, CA 92656

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this policy according to its provisions. The consideration for this policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may be fixed or variable depending on the Death Benefit option elected and may increase or decrease.

Premiums are flexible, subject to minimums required to keep the policy In Force. Even if Planned Premiums are paid, it is possible that, due to changes in interest credited, expense loads, and Cost of Insurance Rates, the Policy may not continue In Force; that is, it may lapse before any death benefit is payable. Additionally, loans, withdrawals, and Death Benefit Option changes will affect the length of time the Policy stays In Force.

Signed for Pacific Life Insurance Company,

Chairman, President and Chief Executive Officer

Secretary

LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable When Both Insureds Have Died**
(There Is No Death Benefit On The First Death Of The Two Insureds)
- **Net Cash Surrender Value Payable Upon Surrender**
- **Optional Indexed Feature**
- **Adjustable Face Amount**
- **Flexible Premiums**
- **Non-Participating**

INSURED:	LELAND STANFORD	ADDITIONAL INSURED:	MARY STANFORD
SEX AND AGE:	MALE 35	SEX AND AGE:	FEMALE 35
RISK CLASS:	STANDARD NONSMOKER	RISK CLASS:	STANDARD NONSMOKER
POLICY NUMBER:	VF99999990	TOTAL FACE AMOUNT	\$200,000
POLICY DATE:	MAY 1, 2009	OWNER:	LELAND STANFORD

Free Look Right - You may return this policy within 20 days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund any premium paid.

(This page intentionally left blank)

POLICY SPECIFICATIONS

BASE POLICY: LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE
PREMIUMS: PLANNED ANNUAL PREMIUM = \$ 1,650.00
7 PAY PREMIUM = 4,391.57
GUIDELINE SINGLE PREMIUM = 18,710.61
GUIDELINE LEVEL PREMIUM = 1,704.02

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST
(THIS ELECTION IS IRREVOCABLE FOR THE LIFE OF THE CONTRACT)

DEATH BENEFIT OPTION: A
FIXED ACCOUNT GUARANTEED INTEREST RATE, POLICY YEAR 1: 5.00%
FIXED ACCOUNT GUARANTEED INTEREST RATE, POLICY YEARS 2+: 2%
NET AMOUNT AT RISK FACTOR: 1.0016516
MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE YOUNGER INSURED ATTAINS AGE 121
MAXIMUM PREMIUM LOAD RATE: 7.8%
ADMINISTRATIVE CHARGE PER MONTH: \$10.00
SHORT-TERM NO LAPSE PERIOD: [10] POLICY YEARS
SHORT-TERM NO LAPSE PREMIUM: \$1,063.52

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT: \$573.00
REDUCTION FACTOR: \$57.30
END YEAR: 10 YEARS

INDEXED ACCOUNT TRANSFER DATES: THE 15TH DAY OF EACH CALENDAR MONTH
(SEE INDEXED ACCOUNTS SECTION FOR EXPLANATION)

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P09IEP BASIC COVERAGE

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER
ADDITIONAL INSURED:	MARY STANFORD
SEX AND AGE:	FEMALE 35
RISK CLASS:	STANDARD NONSMOKER

R09SVERL SVR TERM INSURANCE RIDER – LAST SURVIVOR

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER
ADDITIONAL INSURED:	MARY STANFORD
SEX AND AGE:	FEMALE 35
RISK CLASS:	STANDARD NONSMOKER

R09ARI ANNUAL RENEWABLE TERM RIDER

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGEINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORDMAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.00010
2	0.00032
3	0.00058
4	0.00088
5	0.00124
6	0.00166
7	0.00217
8	0.00281
9	0.00358
10	0.00456
11	0.00576
12	0.00721
13	0.00902
14	0.01095
15	0.01334
16	0.01623
17	0.01978
18	0.02432
19	0.02984
20	0.03665
21	0.04508
22	0.05529
23	0.06744
24	0.08101
25	0.09670
26	0.11548
27	0.13840
28	0.16625
29	0.19919
30	0.23753
31	0.28193
32	0.33244
33	0.38971
34	0.45599
35	0.53091
36	0.61998
37	0.72482
38	0.85432
39	1.00190
40	1.17005
41	1.36386
42	1.58571
43	1.84449
44	2.14716

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	2.49883
46	2.89819
47	3.39701
48	3.95876
49	4.56965
50	5.26075
51	6.04685
52	6.86277
53	7.89660
54	9.017130
55	10.22612
56	11.41071
57	12.25347
58	13.40471
59	14.89315
60	16.70894
61	18.95437
62	21.13368
63	23.47122
64	24.19691
65	25.71125
66	27.93336
67	30.28764
68	32.98140
69	36.07621
70	39.64408
71	43.70884
72	48.12548
73	52.93325
74	58.09313
75	63.84003
76	70.17428
77	76.79034
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER – LAST SURVIVOR

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.00010
2	0.00032
3	0.00058
4	0.00088
5	0.00124
6	0.00166
7	0.00217
8	0.00281
9	0.00358
10	0.00456
11	0.00576
12	0.00721
13	0.00902
14	0.01095
15	0.01334
16	0.01623
17	0.01978
18	0.02432
19	0.02984
20	0.03665
21	0.04508
22	0.05529
23	0.06744
24	0.08101
25	0.09670
26	0.11548
27	0.13840
28	0.16625
29	0.19919
30	0.23753
31	0.28193
32	0.33244
33	0.38971
34	0.45599
35	0.53091
36	0.61998
37	0.72482
38	0.85432
39	1.00190
40	1.17005
41	1.36386
42	1.58571
43	1.84449
44	2.14716

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
 FOR SVR TERM INSURANCE RIDER – LAST SURVIVOR
 CONTINUED

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	2.49883
46	2.89819
47	3.39701
48	3.95876
49	4.56965
50	5.26075
51	6.04685
52	6.86277
53	7.89660
54	9.01713
55	10.22612
56	11.41071
57	12.25347
58	13.40471
59	14.89315
60	16.70894
61	18.95437
62	21.13368
63	23.47122
64	24.19691
65	25.71125
66	27.93336
67	30.28764
68	32.98140
69	36.07621
70	39.64408
71	43.70884
72	48.12548
73	52.93325
74	58.09313
75	63.84003
76	70.17428
77	76.79034
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF FACE AMOUNT APPLICABLE
TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF FACE AMOUNT APPLICABLE
TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGEINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$37.86
2	37.86
3	37.86
4	37.86
5	37.86
6	37.86
7	37.86
8	37.86
9	37.86
10	37.86
11	31.12
12	31.12
13	31.12
14	31.12
15	31.12
16	31.12
17	31.12
18	31.12
19	31.12
20	31.12
21	34.49
22	34.49
23	34.49
24	34.49
25	34.49
26	34.49
27	34.49
28	34.49
29	34.49
30	34.49
31	34.49
32	34.49
33	34.49
34	34.49
35	34.49
36	34.49
37	34.49
38	34.49
39	34.49
40	34.49
41	34.49
42	34.49
43	34.49
44	34.49

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUEDINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$34.49
46	34.49
47	34.49
48	34.49
49	34.49
50	34.49
51	34.49
52	34.49
53	34.49
54	34.49
55	34.49
56	34.49
57	34.49
58	34.49
59	34.49
60	34.49
61	34.49
62	34.49
63	34.49
64	34.49
65	34.49
66	34.49
67	34.49
68	34.49
69	34.49
70	34.49
71	34.49
72	34.49
73	34.49
74	34.49
75	34.49
76	34.49
77	34.49
78	34.49
79	34.49
80	34.49
81	34.49
82	34.49
83	34.49
84	34.49
85	34.49
86	34.49
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVR TERM INSURANCE RIDER – LAST SURVIVORINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$0
2	14.62
3	21.93
4	21.93
5	21.93
6	21.93
7	21.93
8	21.93
9	21.93
10	21.93
11	14.62
12	14.62
13	14.62
14	14.62
15	14.62
16	14.62
17	14.62
18	14.62
19	14.62
20	14.62
21	17.55
22	17.55
23	17.55
24	17.55
25	17.55
26	17.55
27	17.55
28	17.55
29	17.55
30	17.55
31	17.55
32	17.55
33	17.55
34	17.55
35	17.55
36	17.55
37	17.55
38	17.55
39	17.55
40	17.55
41	17.55
42	17.55
43	17.55
44	17.55

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVR TERM INSURANCE RIDER – LAST SURVIVOR
CONTINUEDINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$17.55
46	17.55
47	17.55
48	17.55
49	17.55
50	17.55
51	17.55
52	17.55
53	17.55
54	17.55
55	17.55
56	17.55
57	17.55
58	17.55
59	17.55
60	17.55
61	17.55
62	17.55
63	17.55
64	17.55
65	17.55
66	17.55
67	17.55
68	17.55
69	17.55
70	17.55
71	17.55
72	17.55
73	17.55
74	17.55
75	17.55
76	17.55
77	17.55
78	17.55
79	17.55
80	17.55
81	17.55
82	17.55
83	17.55
84	17.55
85	17.55
86	17.55
87+	0

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT

Segment Term: 1 Year
 Segment Guaranteed Interest Rate: 0.00%
 Participation Rate: 100%
 Growth Cap: 12%
 Cumulative Segment Guaranteed Interest Rate: 0.00%

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see **Indexed Accounts**.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate
 b = Participation Rate
 c = Growth Cap
 d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and
 b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. As of the Policy Date, the Participation Rate is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 100%.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. As of the Policy Date, the Growth Cap is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 3% over the entire Segment Term.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

POLICY SPECIFICATIONS

5 YEAR INDEXED ACCOUNT

Segment Term: 5 Years
 Segment Guaranteed Interest Rate: 1.00%
 Participation Rate: 100%
 Growth Cap: None
 Cumulative Segment Guaranteed Interest Rate: 5.10%

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see **Indexed Accounts**.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate
 b = Participation Rate
 c = Growth Cap
 d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and
 b = the average Closing Value of the Index as of the day before the end of the last twelve Segment Months of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. As of the Policy Date, the Participation Rate is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 100%.

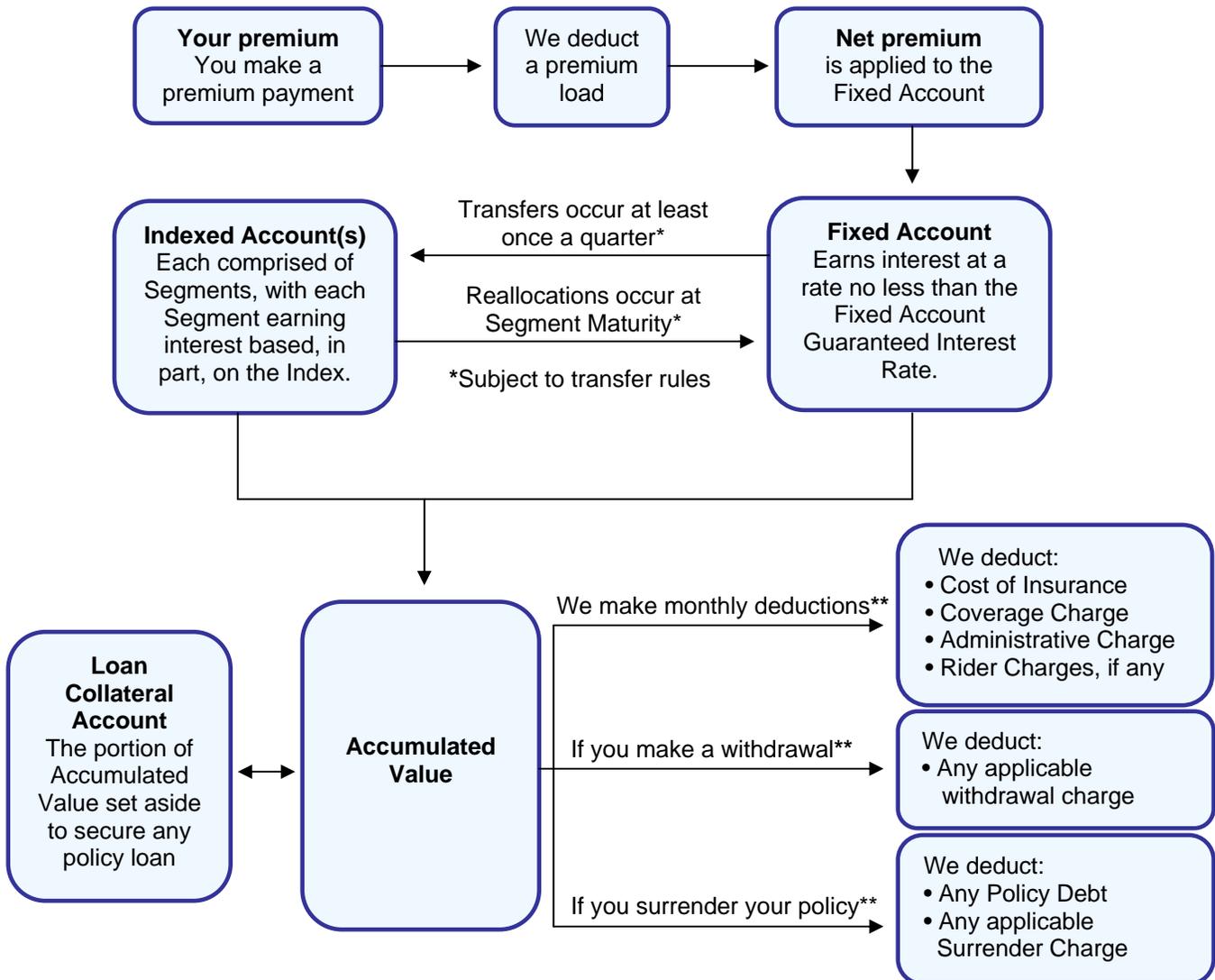
Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. As of the Policy Date, the Growth Cap is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 15% over the entire Segment Term.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

SUMMARY DESCRIPTION

This is a last survivor flexible premium universal life insurance policy with an optional feature linking interest to an outside index ("Index"). Provided the policy is In Force, a death benefit is payable upon the death of the Survivor of the two Insureds. Premiums, net of Premium Load, are credited to an account earning a fixed rate of interest ("Fixed Account") at a rate not less than the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications. Then, according to your instructions, a portion of the premium may be transferred to one or more Indexed Accounts that earn interest, based in part, on the growth rate of the Index. The growth rate of each Indexed Account has an upper limit (the Growth Cap), and a lower limit (the Segment Guaranteed Interest Rate) as shown in the Policy Specifications. Policy charges are deducted from the policy's Accumulated Value. Diagrams are included as a general representation of how the policy works. A detailed explanation of how the Indexed Accounts work is contained in the Indexed Accounts section. Additional information, key definitions, and the various policy provisions are included in this contract. Please read your policy carefully. It is a legal contract between you and Pacific Life Insurance Company.

HOW YOUR POLICY ACCUMULATED VALUE WORKS



**All Monthly Deductions, Withdrawals and Loans from the Accumulated Value are taken from the Fixed Account, then from the Indexed Accounts.

DEFINITIONS

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to show emphasis.

Accounts – consist of the Fixed Account (see **Accumulated Value**) and the Indexed Accounts (see **Indexed Accounts**), each of which may be referred to as an Account.

Accumulated Value – is the sum of Net Premiums and credited interest less withdrawals and deductions. See the Accumulated Value section for details.

Administrative Office – is the office that administers your policy. The address of the Administrative Office at the time you applied for this policy is shown in the heading of the application, which is attached to this policy. If the address changes, we will send a change notification at your last known address.

Application – consists of the application for this policy, including any Certificate of Health, amendments, or endorsements, and any application for reinstatement or increase in benefits.

Age – for each Insured, means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed.

Business Day – is a day when both we and the New York Stock Exchange are open for business.

Class – is used in determining policy charges and interest credited, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, each Insured's Age and Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Coverage Layer – is a layer of insurance coverage under this policy. There may be one or more Coverage Layers. Any elective increase in Face Amount will comprise a new Coverage Layer. Each Coverage Layer has its own Face Amount, Risk Class, effective date, and set of charges. The Face Amount, Risk Class, effective date, and set of charges for the initial Coverage Layer are shown in the Policy Specifications. The Face Amount, Risk Class, effective date, and set of charges for any Coverage Layer added at a later time will be shown in a Supplemental Schedule of Coverage sent to you at that time.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class.

Face Amount – is the Face Amount of Basic Coverage as shown in the Policy Specifications.

Insureds – are the two persons insured under this policy, consisting of the Insured and the Additional Insured. The Insureds are shown in the Policy Specifications. When used in the singular and when not otherwise identified, Insured means either of the Insureds.

In Force – means a policy is in effect and provides a death benefit on the Insured.

Monthly Deduction End Date – is shown in the Policy Specifications and is the date when Monthly Deductions end.

Monthly Payment Date – is the same day in each month as the Policy Date and is the date on which certain policy charges are deducted from the Accumulated Value. The first Monthly Payment Date is the Policy Date.

Net Accumulated Value – is the Accumulated Value less Policy Debt.

Net Amount at Risk – is equal to the Death Benefit as of the most recent Monthly Payment Date divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value. The Accumulated Value used in this calculation will be as of the beginning of the policy month before the Monthly Deduction is assessed. The Net Amount at Risk is used to calculate the Cost of Insurance Charge (see the Policy Charges section).

Net Premium – is the premium we receive reduced by any Premium Load.

Owner, you, or your – refers to the Owner of this policy.

Policy Date – is the effective date of coverage under this policy and is shown in the Policy Specifications. Policy months, years and anniversaries are measured from this date.

Policy Debt – is the sum of all outstanding policy loans plus accrued loan interest.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy charges and is determined by us during the underwriting process. It depends on each Insured's age, sex, health, tobacco use, and other factors. The Risk Class of each Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Survivor – is the Insured remaining alive after the first death of the two Insureds. If the two Insureds die in close proximity such that it cannot be determined who died first, unless otherwise provided, it shall be assumed that the younger survived the older.

Total Face Amount – is the sum of Face Amount of Basic Coverage and the Face Amounts of any rider providing last survivor coverage on the Insureds. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications.

We, our, ours, and us – refer to Pacific Life Insurance Company.

Written Request – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request.

DEATH BENEFIT

When the Policy is In Force – This policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following:

- surrender, as described in the Surrender and Withdrawal of Values provision;
- lapse, as described in the Grace Period and Lapse provision; or
- the death of the Survivor.

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include increases or decreases in Face Amount, as described in later sections of this policy.

Death Benefit – This policy provides a Death Benefit on the death of the Survivor while this policy is In Force. This section describes how the Death Benefit is calculated. On the date of death, the Death Benefit is the larger of:

- The Death Benefit calculated under the Death Benefit Option in effect; or
- The Minimum Death Benefit specified below, calculated under the Death Benefit Qualification Test that applies to your policy.

The Death Benefit as calculated above will then be increased to the extent, if any, required by the minimum death benefit provisions set out in General Provisions to satisfy certain federal tax qualification requirements.

Death Benefit Options – You elected the Death Benefit Option in the application. The initial Death Benefit Option appears in the Policy Specifications. The Death Benefit Options are explained below.

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value at death.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distribution that reduces the Accumulated Value. If the sum of any such reductions is greater than the sum of the premiums paid, then the Death Benefit may be less than the Total Face Amount.

Death Benefit Qualification Test – In order for your policy to be classified as a “life insurance contract” under the Code, it must at all relevant times satisfy one of two Death Benefit Qualification Tests. The policy provides a minimum death benefit amount, as needed, for the policy to qualify under either of the Tests. Unless you elected otherwise in the application, the Death Benefit Qualification Test that applies to this policy is the Guideline Premium Test. The Death Benefit Qualification Test for this policy appears in the Policy Specifications. It may not be changed for the life of this policy. The two Death Benefit Qualification Tests and the Minimum Death Benefit amounts applicable to each are explained in this subsection.

1. **Cash Value Accumulation Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be the minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than 101% of the Accumulated Value.
2. **Guideline Premium Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than the Accumulated Value multiplied by the Death Benefit percentage for the Age of the younger Insured as shown in the following table.

Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage
0-40	250%	50	185%	60	130%	70	115%
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	Over 93	101

Change of Death Benefit Option – The Death Benefit Option may be changed to Option A or B upon Written Request no more than once per policy year. Changes to Option C are not permitted. The Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change, and if there are multiple Coverage Layers, in the same order as applies for a decrease in Face Amount. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request.

Unless you specify otherwise by Written Request, any request for a Death Benefit Option change will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount payable if the Survivor dies while this policy is In Force. The Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- due proof of the death, consisting of a certified copy of the death certificates for each Insured or other lawful evidence providing equivalent information;
- proof of the claimant's legal interest in the proceeds; and
- sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Face Amount Increase – As long as the Flexible Duration No Lapse Rider is not attached to this policy, you may submit an application to increase the Face Amount. The older Insured must be no older than Age 90 and the Face Amount increase may not be less than \$25,000. Your application must include Evidence of Insurability satisfactory to us and is subject to our approval. The effective date of the increased Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. We reserve the right to limit Face Amount increases to one per policy year and the right to charge a fee to evaluate insurability, not to exceed \$100 per Insured for each evaluation.

Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- the increased Face Amount and the effective date of the increase;
- the Risk Class for the increase;
- the Maximum Monthly Cost of Insurance Rates applicable to the increase;
- the Maximum Monthly Coverage Charge for the increase; and
- if the Guideline Premium Test is used, the new Guideline Premiums.

In addition, any Coverage Layer representing an increase in Basic Coverage will have an associated Surrender Charge. Calculation of the Surrender Charge for the Coverage Layer will be identical to that described in the Surrender Charge provision, but based on the values of the Surrender Charge factors on the effective date of the increase. The Supplemental Schedule of Coverage sent to you at the time of the increase will also contain the associated Surrender Charge factors. Decreases in the Surrender Charge for the Coverage Layer will be measured from the effective date of the Coverage Layer.

If the Flexible Duration No Lapse Rider is attached to this policy, Face Amount increases are not allowed.

Face Amount Decrease – A decrease in Face Amount is subject to these limits:

- Only one decrease per policy year is allowed.
- A decrease during the first policy year is not allowed.
- The Face Amount remaining after a decrease must be at least \$1000.

The effective date of the decreased Face Amount will be the first Monthly Payment Date on or next following the date we receive the Written Request and have approved it. We recommend you consult your tax advisor before requesting a decrease in Face Amount. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage, which will include the decreased Face Amount and the effective date of the decrease. If there are Coverage Layers with different effective dates, the Coverage Layers will be decreased or eliminated in the following order:

- first, the most recent Coverage Layer;
- next, other Coverage Layers, in the reverse order in which they arose; and
- finally, the initial Coverage Layer.

The request for a decrease in the Total Face Amount will be subject to the Guideline Premium Limit (if applicable to your policy) as defined in the Code. This may result in one or more refunds of premiums or required distributions of Accumulated Value in order to maintain compliance with such limit, or both. Such request will not be allowed to the extent the resulting Guideline Premium limit would cause an amount in excess of the Net Cash Surrender Value to be distributed from the policy.

Policy Change Limit— We reserve the right to require Evidence of Insurability satisfactory to us for any policy change that would result in an increase in Net Amount at Risk and, if the Evidence of Insurability is not satisfactory, we may limit or refuse the policy change.

Change in Benefits – Under the Guideline Premium Test, any change in policy or rider benefits or certain other factors may require an adjustment to the Guideline Premium Limit.

PREMIUMS

Premiums – The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Additional premiums are optional and are payable at any time at our Administrative Office. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be ‘received’ when it is actually delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless we have received the premium. We reserve the right to reject premium payments less than \$50 unless such premium is required to keep the policy In Force. Premiums may be paid at any time before the Monthly Deduction End Date, subject to the premium limits below. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request it is a premium payment.

Premium Processing – When a premium is received by us, the Premium Load will first be deducted. Then the resulting Net Premium will be applied to the Fixed Account. Subject to the Automatic Transfers provision, we will thereafter process a transfer to the Indexed accounts. See the Indexed accounts section for details.

Premium Load – The Premium Load is equal to the premium paid multiplied by the Premium Load Rate. The Premium Load Rate we use will not exceed the Maximum Premium Load Rate shown in the Policy Specifications. Any lesser charge will apply uniformly to all members of the same Class.

Planned Premium – The Planned Premium is the amount of premium you have told us you intend to pay and is shown in the Policy Specifications. We will send you Planned Premium Reminder Notices for as long as premiums can be paid. You may change the Planned Premium by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Limitation – We reserve the right to require Evidence of Insurability for any premium payment that would result in an increase in the Net Amount at Risk. If such Evidence of Insurability is not satisfactory, we may limit or refuse the premium payment.

Guideline Premium Limit – This subsection applies only if you have elected the Guideline Premium Test as the Death Benefit Qualification Test. In order for this policy to be classified as life insurance under Section 7702 of the Code, the sum of the premiums paid less a portion of any withdrawals, as defined in the Code, may not exceed the Guideline Premium Limit, which is the greater of:

- The Guideline Single Premium; or
- The sum of the annual Guideline Level Premiums to the earlier of the date of payment or the younger Insured’s Age 100.

The Guideline Premiums are shown in the Policy Specifications. The Guideline Premiums may change whenever there is a change in the Total Face Amount of insurance or other policy benefits or certain other factors. Any such Guideline Premium change will be shown in a supplemental schedule that we will send to you at the time of the change. The Guideline Premiums are used to determine the premium limits, beyond which this policy would fail to be classified as life insurance under the Code. Payment of the Guideline Premiums does not guarantee that the policy will never lapse and additional premiums may be necessary to prevent the policy from lapsing in the future.

The Guideline Premiums are determined by the rules that apply to this policy as set forth in the Code. The Guideline Premiums will be adjusted to conform to any changes in the Code. In the event that a premium payment would exceed such revised limits, we will refund the excess payment to you, provided that we may not refuse any premium payment necessary to keep this policy In Force. Further, we reserve the right to make distributions from the policy to the extent we deem it necessary to continue to qualify this policy as life insurance under the Code.

Modified Endowment Contract Premium Limit – In order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we reserve the right to refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the Policy.

The 7-Pay premium may change whenever there is a change in the Total Face Amount of insurance or in other policy benefits or factors. The 7-Pay premiums are determined according to the rules applicable to this policy set forth in the Code. The 7-Pay premium will be revised to conform to any changes in the Code. In the event that a premium payment would cause such revised limits to be exceeded, we reserve the right to refund the excess payment to you. Further, we reserve the right to increase the Death Benefit or make distributions from the policy to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

ACCUMULATED VALUE

Accumulated Value - The Accumulated Value equals the sum of the values of the Fixed Account, the Indexed Accounts, and the Loan Collateral Account, provided that the Accumulated Value will never be less than zero.

Fixed Account Value – The value of the Fixed Account as of the Policy Date is equal to the initial Net Premium less the first Monthly Deduction. On any day following the Policy Date, the value of the Fixed Account is equal to:

- the value of the Fixed Account as of the prior day;
- plus interest earned on such amount since the prior day;
- plus the amount of any Net Premiums or policy loan repayment applied since the prior day;
- plus the amount of any transfer from the Indexed accounts since the prior day (such transfer is allowed only at Segment Maturity);
- minus the amount of any deductions from the Fixed Account since the prior day (such deductions include Monthly Deductions, deductions for any withdrawal, including any amount removed from the policy in accordance with federal tax law (see the Tax Qualification as Life Insurance section) and any fee for a withdrawal or Face Amount Increase);
- minus the amount of any transfer from the Fixed Account since the prior day (such transfers include transfers to the Indexed accounts to create a new Segment and transfers to the Loan Collateral Account to secure any policy loan).

We credit interest on a daily basis using a 365-day year at an annual rate not less than the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications. At our discretion, we may credit

additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings.

Indexed Account Value – See the Indexed Accounts section.

Loan Collateral Account – See the Policy Loans section.

Deductions from the Accumulated Value – Monthly Deductions, as well as any other deductions from the Accumulated Value, will be taken first from the Fixed Account, then from the Indexed Accounts, in order from the Indexed Account with the shortest Segment Term to the Indexed Account with the longest Segment Term.

INDEXED ACCOUNTS

Indexed Accounts – You may allocate all or a portion of your policy's Accumulated Value to one or more policy accounts, each referred to as an "Indexed Account", for which values will vary over time based, in part, on the change in value of an external index ("Index"). The Indexed Accounts available as of the Policy Date, as well as how credits based on the Index are calculated, are shown in the Policy Specifications. We reserve the right to add additional Indexed Accounts or to cease offering one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address. In calculating the change in value of the Index, we use the Closing Value of the Index.

Closing Value – By Closing Value of the Index, we mean the value of the Index as of the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time. If no Closing Value is published for a given day, we will use the Closing Value for the next day for which the Closing Value is published.

SEGMENT OVERVIEW

Segments – Your policy's value in an Indexed Account is divided into Segments. Each Segment represents a transfer of policy value from the Fixed Account to an Indexed Account.

Segments are credited with interest and comprise a portion of the policy's Accumulated Value. This is a summary of how Segments work:

- **Segment Creation** – A new Segment is created when there is a transfer to an Indexed Account. The Segment will continue until the end of the Segment Term.
- **Segment Value Change** - Over the Segment Term, the Segment will grow with the Segment Guaranteed Interest and be reduced by Segment Deductions.
- **Segment Deductions** – Over the Segment Term, money may be transferred out of the Segments for the policy's Monthly Deductions, as well as any other deductions such as those for withdrawals and policy loans.
- **Segment Indexed Interest** – Based on the performance of the Index, additional interest may be credited to the Segment at the end of the Segment Term.
- **Segment Maturity** – At the end of a Segment Term, the Segment Value is either transferred to a new Indexed Account Segment, or to the Fixed Account.

SEGMENT CREATION AND TRANSFERS

Segment Creation – A new Segment is created if there is a transfer to an Indexed Account. The date of the transfer is called the Segment Start Date or **Segment Date**. Segment Months and Segment Years are measured from this date. Each Segment in each Indexed Account will have its own Growth Cap and Participation Rate. These values for a particular Segment are the values in effect on the Segment Date. The values in effect on the Policy Date are shown in the Policy Specifications. If these values change, you will be notified in the Annual Report or other written notice.

Transfer Dates – Transfer Dates are the dates as of which transfers into the Indexed Account may occur. The Transfer Dates as of the issue of the policy are shown in the Policy Specifications. We reserve the

right to change the Transfer Dates and to limit transfers into the Indexed Account, but these will occur not less frequently than once per calendar quarter. If we change the Transfer Dates, you will be notified in the Annual Report or other written notice. There are two types of Transfers: Automatic Transfers and Transfers by Written Request.

Automatic Transfers – Automatic Transfers will be based on your latest instructions on file with us. There are two types of transfer instructions that result in Automatic Transfers.

1. **Payment Instructions:** These are your instructions to us to transfer an amount from the Fixed Account to the Indexed Account, following a premium or loan repayment. The amount transferred to the Indexed Account can never exceed the value in the Fixed Account at the time of the transfer. If you have given us no instructions or if your policy is in a Lockout Period (see **Lockout Period**), then no transfer to the Indexed Account will occur.
2. **Reallocation Instructions:** At the end of the Segment Term, if a Segment has a Segment Value other than Segment Guaranteed Interest and Segment Indexed Interest, the Segment Value can be reallocated to any Account.

Transfers by Written Request – Transfers by Written Request consist of:

- your Written Request to transfer to an Indexed Account on a Transfer Date; and
- your Written Request to transfer the value of a particular Segment to the Fixed Account at Segment Maturity.

Cut-Off Date – To be effective on a given Transfer Date, each of the following must be received at our Administrative Office by 4:00 p.m. Eastern time of the Cut-Off Date, which is two Business Days prior to the Transfer Date:

- any instructions for Automatic Transfers,
- any instructions for Transfers by Written Request, and
- any premium payment or loan repayment intended to result in a transfer to an Indexed Account.

Order of Processing Transfers – Transfers among the Accounts on a given Transfer Date will be processed in the following order:

- first, any transfer to the Fixed Account of a Segment at Segment Maturity will occur;
- then, any transfer from the Fixed Account will occur.

GROWTH OF SEGMENT VALUE DURING THE SEGMENT TERM

Segment Term and Segment Maturity – The Segment Term is the total length of time that a particular Segment can exist. The Segment Term begins on the Segment Date and ends at Segment Maturity, which is the Transfer Date corresponding to the end of the Segment Term. On that date, we calculate any Segment Indexed Interest and credit it to the Segment (see **Segment Indexed Interest**).

Indexed Account Value – Your policy's value in an Indexed Account is equal to the sum of the Segment Values for all Segments in the Indexed Account.

Segment Value – The Segment Value on the Segment Date is equal to the amount transferred to the Indexed Account at such time. At any later date, the Segment Value is equal to:

- the Segment Value as of the prior day;
- plus the Segment Guaranteed Interest since the prior day;
- minus any Segment Deductions since the prior day;
- plus, at Segment Maturity only, any Segment Indexed Interest credited.

Segment Guaranteed Interest Credit – We credit interest on a daily basis to each Segment from the Segment Date to Segment Maturity, using a 365-day year, at an annual rate equal to the Segment Guaranteed Interest Rate shown in the Policy Specifications. The amount of such interest is called the Segment Guaranteed Interest Credit ("Segment Guaranteed Interest").

Segment Deductions – Within each Indexed Account, deductions are made from all Segments, proportionate to Segment Value. For each Segment, the deduction is taken first from the Segment Monthly Balance, then from the Segment Guaranteed Interest.

Lockout Period – This is a 12 month period of time during which no transfers from the Fixed Account to the Indexed Accounts will be allowed. A Lockout Period will begin any time there is a deduction from an Indexed Account as a result of a loan or withdrawal that is not part of a Systematic Distribution Program.

SEGMENT MATURITY VALUE AND REALLOCATION

Segment Indexed Interest Credit – At Segment Maturity, the Segment Indexed Interest Credit (“Segment Indexed Interest”) is calculated, as described in the Policy Specifications, and credited to the Segment, resulting in the **Segment Maturity Value**. At Segment Maturity the maturing Segment ends and the Segment Maturity Value is reallocated, according to your instructions on file with us, in any of the Accounts, except that if the Segment Maturity Value consists only of the Segment Guaranteed Interest and the Segment Indexed Interest, we will transfer such value into the Fixed Account. If you reallocate any portion of the Segment Maturity Value in an Indexed Account, a new Segment will be created at that time. If you have not provided us with your instructions for transfer at Segment Maturity, the Segment Maturity Value will be reallocated to the same Indexed Account to create a new Segment.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following a Monthly Payment Date and is deducted from the Accumulated Value on each such date before the Monthly Deduction End Date. It is equal to the sum of the following items:

- the Coverage Charge;
- the Administrative Charge;
- rider or benefit charges, if any; and
- the Cost of Insurance Charge.

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Coverage Charge – The Coverage Charge is the sum of the Coverage Charges for all Coverage Layers. The Coverage Charge for the initial Coverage Layer will not exceed the Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Coverage Layer will not exceed the Coverage Charge shown in the Supplemental Schedule of Coverage sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Coverage Layer as of its effective date. The Coverage Charge will not decrease even if the Face Amount of the associated Coverage Layer is decreased.

Administrative Charge – The Administrative Charge is shown in the Policy Specifications.

Rider Charges – Any rider or benefit charges are described in the rider or benefit forms.

Cost of Insurance Charge – The Cost of Insurance Charge is the sum of the Cost of Insurance Charges for all Coverage Layers. The Cost of Insurance Charge for each Coverage Layer is equal to (1) multiplied by (2), where:

- (1) is the Maximum Monthly Cost of Insurance Rate for the Coverage Layer divided by 1000; and
(2) is the Net Amount at Risk allocated to the Coverage Layer.

If there are multiple Coverage Layers, the Net Amount at Risk is allocated proportionately to each Coverage Layer according to the ratio of the Coverage Layer Face Amount to the Total Face Amount.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Coverage Layer of all Coverage Components are shown in the Policy Specifications. The Maximum Monthly Cost of

Insurance Rates for any later Coverage Layers are shown in a Supplemental Schedule of Coverage that will be sent to you at the time the Coverage Layer becomes effective.

We May Deduct Additional Tax-Related Charges – In addition to the charges described in this policy, we reserve the right to impose additional charges to offset any federal, state or local taxes generated by this policy, or generated by our operations with respect to this policy, to the extent such tax was not applicable to the policy or our operations at the time of policy issuance.

SHORT-TERM NO LAPSE GUARANTEE

Short-Term No Lapse Guarantee – If the Short-Term No Lapse Guarantee is in effect, and if your policy would lapse in the absence of this Short-Term No Lapse Guarantee due to insufficient Net Accumulated Value to cover the Monthly Deductions due, the policy will not enter the grace period and will not lapse. Instead, the policy will continue In Force under the Short-Term No Lapse Guarantee and it will stay In Force as long as the No Lapse Credit less Policy Debt is not negative.

When The Short-Term No Lapse Guarantee Is In Effect – The Short-Term No Lapse Guarantee is in effect if the No Lapse Credit less Policy Debt is not negative. For example, if you pay a premium at the beginning of each policy year at least equal to the Short-Term No Lapse Premium in effect at the time, and if you have taken no policy loans or withdrawals, then the Short-Term No Lapse Guarantee will be in effect throughout the Short-Term No Lapse Period. You may also satisfy the condition for the Short-Term No Lapse Guarantee to be in effect by other premium payment patterns so long as the No Lapse Credit less Policy Debt is not negative.

Short-Term No Lapse Period – The Short-Term No Lapse Period is the time during which we guarantee the death benefit will remain In Force if the Short-Term No Lapse Guarantee is in effect. The Short-Term No Lapse Period is shown in the Policy Specifications. The Short-Term No Lapse Period begins on the Policy Date and does not re-start if coverage is added or increased.

Short-Term No Lapse Premium – The Short-Term No Lapse Premium is an amount used during the Short-Term No Lapse Period to determine the No Lapse Credit. The Short-Term No Lapse Premium in effect as of the Policy Date is shown in the Policy Specifications. The Short-Term No Lapse Premium may change as described in the “Changes in the Short-Term No Lapse Premium” section below.

Changes In Short-Term No Lapse Premium – Any increase in face amount, scheduled or not, or addition or increase in coverage will cause an increase in the Short-Term No Lapse Premium. A decrease in Face Amount or in other coverage will not cause a decrease in the Short-Term No Lapse Premium. If the Short-Term No Lapse Premium changes, we will provide you with the new Short-Term No Lapse Premium.

No Lapse Credit – The No Lapse Credit is used to determine if the Short-Term No Lapse Guarantee is in effect. It is calculated at the beginning of each policy month during the Short-Term No Lapse Period. The No Lapse Credit as of the Policy Date is equal to the premium paid less one-twelfth of the Short-Term No Lapse Premium. On any other Monthly Payment Date, the No Lapse Credit is equal to:

- the No Lapse Credit as of the prior Monthly Payment Date multiplied by 1.0032737;
- plus premiums received since the prior Monthly Payment Date;
- less withdrawals taken since the prior Monthly Payment Date; and
- less one-twelfth of the Short-Term No Lapse Premium in effect on the Monthly Payment Date.

Catch-Up Amount – If the Short-Term No Lapse Guarantee has become ineffective because the No Lapse Credit less Policy Debt is negative, you may bring the Short-Term No Lapse Guarantee back into effect by paying the Catch-Up Amount. The Catch-Up Amount is equal to the negative of the No Lapse Credit less Policy Debt, if such amount is less than zero.

AV Pay-Off Account – If the policy is continued under the Short-Term No Lapse Guarantee, then the policy has no Net Accumulated Value from which Monthly Deductions can be collected. Any such uncollected amounts are accumulated with interest at the monthly rate of 0%, and the result is stored in the AV Pay-Off Account. Any payment you make to us when the policy is continued under the Short-Term No Lapse Guarantee will first be used to reduce the AV Pay-Off Account. After the AV Pay-Off Account is reduced to zero, any excess will be applied to the Accumulated Value, as described in your policy. If you want to keep your policy active at the end of the Short-Term No Lapse Period, you must make a payment sufficient to reduce the AV Pay-Off Account to zero. In such case, any excess will then be applied to the Accumulated Value, as described in your policy. Any payment used to reduce the AV Pay-Off Account will be subject to the Premium Loads shown in your policy.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Short-Term No-Lapse Guarantee is not in effect (see the Short-Term No-Lapse Guarantee section) and if the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the current monthly deduction, a grace period of 61 days will be allowed for the payment of sufficient premium to keep your policy In Force.

The grace period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the grace period, we will notify you and any assignee of record at the last known address. The notice will state the due date and the amount of premium required for your policy to remain In Force. A minimum of three times the monthly deduction due when the insufficiency occurred, plus Premium Load, must be paid. There is no penalty for paying a premium during the grace period. Your policy will remain In Force during the grace period. If sufficient premium is not paid by the end of the grace period, a lapse will occur. Thirty-one days prior to lapse, we will send you and any assignee of record a notice containing the lapse date and the required premium to keep your policy In Force. If the Survivor dies during the grace period, the Death Benefit Proceeds will be reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

Reinstatement – If it has not been surrendered, this policy may be reinstated within five years after the end of the Grace Period. To reinstate this policy you must provide us with the following:

- a written application;
- Evidence of Insurability;
- sufficient premium, after reduction by Premium Load, to cover all Monthly Deductions and policy loan interest due and unpaid during the Grace Period; and
- sufficient premium, after reduction by Premium Load, to keep the policy In Force for three months after the date of reinstatement.

The effective date of the policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement application. At reinstatement:

- The Net Accumulated Value will be the same as it was at the beginning of the Grace Period.
- Surrender Charges and policy charges other than Cost of Insurance Charges will resume on their schedule as of the Monthly Payment Date when lapse occurred.
- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Ages of the Insureds at reinstatement and policy duration measured from the original Policy Date.
- If there was a policy loan at time of lapse, you may choose to reinstate the policy loan. We recommend you consult your tax advisor before reinstating a policy loan.
- If reinstatement occurs on the first Monthly Payment Date after lapse and there was a loan before lapse, we will automatically reinstate the loan unless otherwise requested.
- If loan reinstatement is not requested, we will eliminate the loan by reducing the Accumulated Value by the Policy Debt.

After the reinstatement premium has been applied, regular policy processing will occur for the period of time when coverage was provided during the Grace Period. There will be no Monthly Deductions between the time of lapse and reinstatement.

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while the Policy is In Force, you may surrender this policy for its Net Cash Surrender Value. The policy will terminate on the date the Written Request is received.

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value less any Surrender Charge.

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. During the first policy month, the Surrender Charge is equal to the Initial Amount reduced by one-twelfth of the Reduction Factor. After the first policy month, the Surrender Charge decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor until it becomes zero after the End Year. The Initial Amount, Reduction Factor and End Year are shown in the Table of Surrender Charge Factors in the Policy Specifications.

If there are increases in Basic Coverage Face Amount, the Coverage Layer for each such increase will have its own set of Surrender Charges (see **Increase in Face Amount**). If there have been decreases in the Basic Coverage Face Amount, including decreases due to withdrawals, the Surrender Charge will not change as a result of the decrease. The Surrender Charge described is the guaranteed maximum charge. We may charge less than such guaranteed maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Net Cash Surrender Value – The Net Cash Surrender Value is the Cash Surrender Value less any Policy Debt.

Withdrawal – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. Such withdrawal will be deducted from the Accumulated Value. We reserve the right to charge a fee not to exceed \$25 for each withdrawal. There is no Surrender Charge imposed for a withdrawal, even if the Total Face Amount is reduced as a result of the withdrawal. Withdrawals will be subject to the following conditions:

- the amount of each withdrawal must be at least \$200;
- the Net Cash Surrender Value remaining after a withdrawal must be at least \$500; and
- if the withdrawal decreases the Face Amount, the remaining Face Amount must be at least \$1000.

If Death Benefit Option A is in effect at the time of a withdrawal, and if a requested withdrawal would increase the Net Amount at Risk, we will decrease the Total Face Amount by the minimum amount necessary to prevent the Net Amount at Risk from increasing as a result of the withdrawal, except:

1. During the first 15 policy years, but only in the case of the first withdrawal of a given policy year, the Total Face Amount will be decreased only to the extent that the withdrawal exceeds the lesser of \$10,000 or 10% of the Net Cash Surrender Value, or
2. In any policy year, but only if both:
 - (a) the Death Benefit Qualification Test for your Policy is the Guideline Premium Test, and
 - (b) the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would, as a result of the current withdrawal, fail to remain greater than zero at all times prior to Age 100, we will decrease the Total Face Amount as follows:
 - i. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal do not exceed 15% of the Total Face Amount, we will limit the Total Face Amount decrease so that the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would remain greater than zero at all times prior to Age 100.
 - ii. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal exceed 15% of the Total Face Amount, we will decrease the Total Face Amount

- to the extent of such excess in addition to the Total Face Amount decrease calculated per i. above on the cumulative withdrawals of 15% of the Total Face Amount.
- iii. For the purpose of the 15% test in i. and ii. above, the Total Face Amount will be the highest Total Face Amount in effect during the current policy year through the date of the withdrawal.

In any instance where both exceptions 1. and 2. above apply, we will decrease the Total Face Amount by the lesser of the two decrease amounts.

If such a reduction in Total Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract.

If Death Benefit Option B is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will reduce the Accumulated Value, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If Death Benefit Option C is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will increase the sum of the withdrawals, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If the Survivor dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal will be processed and paid to the owner before the Death Benefit Proceeds are determined and paid to the beneficiary.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for ages not shown are halfway between the two amounts for the nearest two ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with 5 Year age setback. We may require evidence of survival for incomes that last more than ten years.

POLICY LOANS

Policy Loans – You may obtain policy loans by Written Request after the Free Look Period, on the sole security of the Accumulated Value of this policy. We recommend you consult your tax advisor before requesting a policy loan.

Loan Amount Available – The amount of the loan must be at least \$200. The maximum amount available for a loan on any date is equal to the Accumulated Value less:

- three times the most recent Monthly Deduction;
- any Surrender Charge; and
- any existing Policy Debt.

Loan Interest Charged – Loan Interest Charged will accrue daily at an annual rate no greater than 2.25% and is due at the end of each policy year. Interest not paid when due will be added to the loan principal and will bear interest at the same rate.

Loan Collateral Account – The Loan Collateral Account is the amount set aside to secure the Policy Debt (see Definitions section). When a policy loan is taken, an amount equal to the loan will be transferred from the Fixed Account and, if necessary, from the Indexed accounts, to the Loan Collateral Account to secure the loan. The value of the Loan Collateral Account on the Policy Date is the value of any Policy Debt on such date. The value of the Loan Collateral Account on any following day is equal to:

- the value of the Loan Collateral Account as of the prior day;
- plus interest earned on such amount since the prior day;
- plus any new policy loan since the prior day;
- minus any policy loan amount repaid since the prior day, and
- on the Policy Anniversary only, adjusted for any transfer to or from the Loan Collateral Account to make it equal to the Policy Debt.

Loan interest credited will accrue daily at an annual rate no less than 2.0%. We may credit additional interest to the Loan Collateral Account. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings. On each policy anniversary, if the amount in the Loan Collateral Account exceeds the Policy Debt, the excess will be transferred from the Loan Collateral Account to the Fixed Account, and if the Policy Debt exceeds the amount in the Loan Collateral Account, the excess will be deducted from the Fixed Account, and if necessary from the Indexed accounts, and transferred to the Loan Collateral Account.

Loan Repayment – Loans may be repaid at any time prior to lapse of this policy. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request that it is a premium payment.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or in a later Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, subject to our receipt of it. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request.

Assignment – You may assign this policy by Written Request on a form acceptable to us. An assignment will take place only when recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of any assignment.

Beneficiary – The beneficiary is named by you in the application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Survivor.

A beneficiary may not, at or after the Survivor's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

You may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate a permanent beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Survivor will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the death proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive to receive payment. In the event of a simultaneous death of the Survivor and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This policy is a contract between you and us. This policy, the attached copy of the initial application, including any application amendments and endorsements, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this policy or defend a claim on grounds of misrepresentation unless the statement is in an application.

Incontestability – We will not contest this policy unless there was a material misrepresentation in the Application. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid less any policy loans and any withdrawals taken. No Death Benefit will be paid. Unless you fail to pay required premiums, this policy cannot be contested, except as provided below, after it has been In Force for two years during the lifetime of at least one Insured.

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any policy loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. We will not contest the reinstated policy after it has been In Force for two years following such reinstatement during the lifetime of at least one Insured.

If there has been a change to the policy for which we required Evidence of Insurability, we will not contest such a change unless there was a material misrepresentation in the Application required for the change. If we determine that such Application contains a material misrepresentation, we will rescind the policy change and all policy charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value will be unaffected by the change. Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. We will not contest any such change after two years following the effective date of the change during the lifetime of at least one Insured.

Non-Participating – This policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Survivor dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any policy loans and withdrawals

If the Survivor dies by suicide, while sane or insane, after two years from the Policy Date but within two years after the effective date of any increase in the Total Face Amount, the Death Benefit Proceeds will be limited by the following adjustments:

- 1) any such increase in Total Face Amount will be excluded;
- 2) refund of the portion of Monthly Deductions associated with any such increase will be included; and
- 3) Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If either Insured's sex or birth date is misstated in the application and it is discovered on or after the death of the Survivor, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date of each Insured, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio, as of the death of the Survivor, of the incorrect Cost of Insurance Rate to the correct Cost of Insurance Rate. The adjusted Net Amount at Risk will result in an adjusted Death Benefit, since the Death Benefit depends on the Net Amount at Risk.

If either Insured's sex or birth date is misstated in the application and it is discovered before the death of the Survivor, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of each Insured in calculating future Monthly Deductions.

Evidence of Insurability – We reserve the right to require Evidence of Insurability for any policy change or any premium payment that would result in an increase in Net Amount at Risk.

Maturity – This policy does not mature, but will continue In Force so long as at least one Insured is alive and the policy has not been surrendered and lapse has not occurred.

After the Monthly Deduction End Date – Provided the Policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all policy provisions, with these exceptions and clarifications:

- Monthly Deductions will cease.
- Premiums will not be accepted.
- Loans will be allowed.
- Loan repayments will be permitted.
- Loan interest will continue to accrue.
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, and such rate will be at least equal to the Guaranteed Minimum Annual Interest Rate shown in the Policy Specifications.

Annual Report – A report will be mailed to your last known address no less frequently than annually . This report will show:

- the beginning and end dates of the reporting period;
- the Accumulated Value at the beginning and end of the reporting period;
- amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type;
- the Death Benefit at the end of the reporting period on each life covered by the policy;
- the Net Cash Surrender Value at the end of the reporting period;
- any Policy Debt outstanding at the end of the reporting period; and
- any other information required by law.

Policy Illustrations – Upon request we will give you a hypothetical illustration of the future benefits under this policy based upon both guaranteed and current cost factor assumptions. Such illustrations reflect assumptions about the policy's non-guaranteed elements and about how you will use the policy's options. Over time the policy's actual non-guaranteed elements, and your actual use of the policy's options, are likely to vary from the assumptions used in such illustrations. For these reasons, actual policy values will likely be more or less favorable than shown in such illustrations. We reserve the right to charge a fee not to exceed \$25 for each illustration in excess of one per policy year.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. A detailed statement showing how such values are determined has been filed with the insurance department in states that require such filing. To calculate the minimum required nonforfeiture values, we use the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications for policy years after the first and mortality rates from the 2001 CSO mortality tables using age nearest birthday. The rates we use are the same for both smokers and nonsmokers and are sex-distinct unless this policy is issued on a unisex basis, in which case gender-blended rates are used (50% male, 50% female).

Tax Qualification as Life Insurance - This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The policy, including any rider, benefit or endorsement, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not issued any official guidance on the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences.**

If at any time the premiums paid under the policy exceed the amount allowable for such tax qualification, the excess amount, including any interest, shall be removed from the policy as of the date of its payment in accordance with federal tax law. Any appropriate adjustments will be made to the Death Benefit and/or Accumulated Value of the policy. We will refund to you this excess amount, including interest, no later than 60 days after the end of the contract year in which this excess amount occurs, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the amount necessary to ensure or maintain such tax qualification. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase, starting on the date that the increase is effective.

If you request a decrease in policy or rider benefits, it may cause a reduction in any applicable limits on premiums or cash values for the policy to qualify as life insurance under federal tax law. Such a reduction in these limits may require us to make a distribution from the policy equal to the greatest amount by which the premiums paid or cash values for the policy, as determined under federal tax law, exceed any such reduced limits, in order to maintain the policy's tax qualification. If such a distribution is made, the distribution will be paid to you and the Accumulated Value will be reduced by the amount of the distribution. However, no request for a decrease in policy or rider benefits will be allowed to the extent that the resulting reduction in such tax limits would require us to distribute more than the Net Cash Surrender Value for the policy.

Modified Endowment Contract Tax Status – Unless and until you have given us a Written Request to accept a Modified Endowment Contract classification for your policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy. Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a Modified Endowment Contract ("MEC") and fails to qualify for certain favorable tax treatment as a result. This policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this policy from being subject to such MEC treatment, despite any other provision to the contrary. At no time shall the amount of death benefit under this policy ever be less than the minimum amount needed to avoid such MEC treatment.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown on Page 3.0, is used solely to determine the policy's premium limits to avoid MEC treatment. Payment of one or more 7-Pay Premium amounts does not guarantee that the policy will never lapse, and additional premiums may be necessary to prevent the policy from lapsing in the future.

If at any time the amounts paid under the policy exceed the limit for avoiding such MEC treatment, this excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustment in the death benefit and/or Accumulated Value shall be made as of such date. This excess amount, including any interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the minimum amount necessary to avoid Modified Endowment Contract classification. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract include, but are not limited to, an elective reduction in the Total Face Amount, a Death Benefit Option change that would cause a reduction in the Total Face Amount, and a withdrawal that would cause a reduction in the Total Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original Total Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

Compliance – We reserve the right to make any change to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this policy is delivered. You have the right to refuse any such change.

“Standard & Poor's®” and “Standard & Poor's 500” is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by Pacific Life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product. (“Product” refers to the product provided by this policy.)

INDEX

Subject	Page	Subject	Page
Accounts	6	MEC	23
Accumulated Value	6, 11	Misstatement	21
Additional Insured	6	Modified Endowment Contract	11, 23
Administrative Charge	15	Monthly Deduction	14
Administrative Office	6	Monthly Deduction End Date	6
After the Monthly Deduction End Date	22	Monthly Payment Date	7
Age	6	Net Accumulated Value	7
Annual Report	22	Net Amount at Risk	7
Application	6	Net Cash Surrender Value	18
Assignment	20	Net Premium	7
Automatic Transfers	13	No Lapse Credit	16
Basis of Values	22	Non-Participating	21
Beneficiary	20	Owner	20
Business Day	6	Planned Premium	10
Cash Surrender Value	17	Policy Change Limit	10
Cash Value Accumulation Test	8	Policy Charges	14
Class	6	Policy Date	7
Closing Value	12	Policy Debt	7
Code	6	Policy Illustrations	22
Cost of Insurance Charge	15	Policy Loans	19
Cost of Insurance Rates	15	Policy Specifications	7
Coverage Charge	15	Premium Limitation	11
Coverage Layers	6	Premium Load	10
Death Benefit	7	Premiums	10
Death Benefit Options	8	Reinstatement	17
Death Benefit Proceeds	9	Risk Class	7
Death Benefit Qualification Test	8	Segment Creation	13
Deductions	12	Segment Date	13
Entire Contract	20	Segment Guaranteed Interest	14
Evidence of Insurability	6, 22	Segment Guaranteed Interest Credit	14
Face Amount	6	Segment Indexed Interest	14
Face Amount Decrease	9	Segment Indexed Interest Credit	14
Face Amount Increase	9	Segment Maturity	13
Grace Period	16	Segment Maturity Value	14
Guideline Premium Limit	11	Segment Term	13
Guideline Premium Test	8	Segment Value	14
In Force	6, 7	Short-Term No Lapse Period	15
Income Benefits	19	Short-Term No Lapse Premium	16
Incontestability	21	Suicide Exclusion	21
Index	12	Summary Description	5
Indexed Account	12	Surrender	17
Indexed Account Value	12	Surrender Charge	17
Insured	6	Survivor	7
Insureds	6	Tax Qualification as Life Insurance	22
Lapse	16	Timing of Payments	22
Loan Amount Available	19	Total Face Amount	7
Loan Collateral Account	19	Transfer Dates	13
Loan Collateral Account Value	12	Transfer Instructions	13
Loan Interest	19	Transfers by Written Request	13
Loan Repayment	20	Withdrawal	18
Lockout Period	14	Written Request	7
Maturity	22		



PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise Drive • Aliso Viejo, CA 92656

LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable When Both Insureds Have Died**
(There Is No Death Benefit On The First Death Of The Two Insureds)
- **Net Cash Surrender Value Payable Upon Surrender**
- **Optional Indexed Feature**
- **Adjustable Face Amount**
- **Flexible Premiums**
- **Non-Participating**



PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise Drive • Aliso Viejo, CA 92656

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this policy according to its provisions. The consideration for this policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may be fixed or variable depending on the Death Benefit option elected and may increase or decrease.

Premiums are flexible, subject to minimums required to keep the policy In Force. Even if Planned Premiums are paid, it is possible that, due to changes in interest credited, expense loads, and Cost of Insurance Rates, the Policy may not continue In Force; that is, it may lapse before any death benefit is payable. Additionally, loans, withdrawals, and Death Benefit Option changes will affect the length of time the Policy stays In Force.

Signed for Pacific Life Insurance Company,

Chairman, President and Chief Executive Officer

Secretary

LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable When Both Insureds Have Died**
(There Is No Death Benefit On The First Death Of The Two Insureds)
- **Net Cash Surrender Value Payable Upon Surrender**
- **Optional Indexed Feature**
- **Adjustable Face Amount**
- **Flexible Premiums**
- **Non-Participating**

INSURED:	LELAND STANFORD	ADDITIONAL INSURED:	MARY STANFORD
SEX AND AGE:	MALE 35	SEX AND AGE:	FEMALE 35
RISK CLASS:	STANDARD NONSMOKER	RISK CLASS:	STANDARD NONSMOKER
POLICY NUMBER:	VF99999990	TOTAL FACE AMOUNT	\$200,000
POLICY DATE:	MAY 1, 2009	OWNER:	LELAND STANFORD

Free Look Right - You may return this policy within 20 days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund any premium paid.

(This page intentionally left blank)

POLICY SPECIFICATIONS

BASE POLICY: LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE
PREMIUMS: PLANNED ANNUAL PREMIUM = \$ 1,650.00
7 PAY PREMIUM = 4,391.57
GUIDELINE SINGLE PREMIUM = 18,710.61
GUIDELINE LEVEL PREMIUM = 1,704.02

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST
(THIS ELECTION IS IRREVOCABLE FOR THE LIFE OF THE CONTRACT)

DEATH BENEFIT OPTION: A
FIXED ACCOUNT GUARANTEED INTEREST RATE, POLICY YEAR 1: 5.00%
FIXED ACCOUNT GUARANTEED INTEREST RATE, POLICY YEARS 2+: 2%
NET AMOUNT AT RISK FACTOR: 1.0016516
MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE YOUNGER INSURED ATTAINS AGE 121
MAXIMUM PREMIUM LOAD RATE: 7.8%
ADMINISTRATIVE CHARGE PER MONTH: \$10.00
SHORT-TERM NO LAPSE PERIOD: [10] POLICY YEARS
SHORT-TERM NO LAPSE PREMIUM: \$920.00

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT: \$573.00
REDUCTION FACTOR: \$57.30
END YEAR: 10 YEARS

INDEXED ACCOUNT TRANSFER DATES: THE 15TH DAY OF EACH CALENDAR MONTH
(SEE INDEXED ACCOUNTS SECTION FOR EXPLANATION)

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.00010
2	0.00032
3	0.00058
4	0.00088
5	0.00124
6	0.00166
7	0.00217
8	0.00281
9	0.00358
10	0.00456
11	0.00576
12	0.00721
13	0.00902
14	0.01095
15	0.01334
16	0.01623
17	0.01978
18	0.02432
19	0.02984
20	0.03665
21	0.04508
22	0.05529
23	0.06744
24	0.08101
25	0.09670
26	0.11548
27	0.13840
28	0.16625
29	0.19919
30	0.23753
31	0.28193
32	0.33244
33	0.38971
34	0.45599
35	0.53091
36	0.61998
37	0.72482
38	0.85432
39	1.00190
40	1.17005
41	1.36386
42	1.58571
43	1.84449
44	2.14716

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	2.49883
46	2.89819
47	3.39701
48	3.95876
49	4.56965
50	5.26075
51	6.04685
52	6.86277
53	7.89660
54	9.017130
55	10.22612
56	11.41071
57	12.25347
58	13.40471
59	14.89315
60	16.70894
61	18.95437
62	21.13368
63	23.47122
64	24.19691
65	25.71125
66	27.93336
67	30.28764
68	32.98140
69	36.07621
70	39.64408
71	43.70884
72	48.12548
73	52.93325
74	58.09313
75	63.84003
76	70.17428
77	76.79034
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER – LAST SURVIVOR

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.00010
2	0.00032
3	0.00058
4	0.00088
5	0.00124
6	0.00166
7	0.00217
8	0.00281
9	0.00358
10	0.00456
11	0.00576
12	0.00721
13	0.00902
14	0.01095
15	0.01334
16	0.01623
17	0.01978
18	0.02432
19	0.02984
20	0.03665
21	0.04508
22	0.05529
23	0.06744
24	0.08101
25	0.09670
26	0.11548
27	0.13840
28	0.16625
29	0.19919
30	0.23753
31	0.28193
32	0.33244
33	0.38971
34	0.45599
35	0.53091
36	0.61998
37	0.72482
38	0.85432
39	1.00190
40	1.17005
41	1.36386
42	1.58571
43	1.84449
44	2.14716

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER – LAST SURVIVOR
CONTINUED

INSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	2.49883
46	2.89819
47	3.39701
48	3.95876
49	4.56965
50	5.26075
51	6.04685
52	6.86277
53	7.89660
54	9.01713
55	10.22612
56	11.41071
57	12.25347
58	13.40471
59	14.89315
60	16.70894
61	18.95437
62	21.13368
63	23.47122
64	24.19691
65	25.71125
66	27.93336
67	30.28764
68	32.98140
69	36.07621
70	39.64408
71	43.70884
72	48.12548
73	52.93325
74	58.09313
75	63.84003
76	70.17428
77	76.79034
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF FACE AMOUNT APPLICABLE
TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF FACE AMOUNT APPLICABLE
TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGEINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$37.86
2	37.86
3	37.86
4	37.86
5	37.86
6	37.86
7	37.86
8	37.86
9	37.86
10	37.86
11	31.12
12	31.12
13	31.12
14	31.12
15	31.12
16	31.12
17	31.12
18	31.12
19	31.12
20	31.12
21	10.12
22	10.12
23	10.12
24	10.12
25	10.12
26	10.12
27	10.12
28	10.12
29	10.12
30	10.12
31	10.12
32	10.12
33	10.12
34	10.12
35	10.12
36	10.12
37	10.12
38	10.12
39	10.12
40	10.12
41	10.12
42	10.12
43	10.12
44	10.12

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUEDINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$10.12
46	10.12
47	10.12
48	10.12
49	10.12
50	10.12
51	10.12
52	10.12
53	10.12
54	10.12
55	10.12
56	10.12
57	10.12
58	10.12
59	10.12
60	10.12
61	10.12
62	10.12
63	10.12
64	10.12
65	10.12
66	10.12
67	10.12
68	10.12
69	10.12
70	10.12
71	10.12
72	10.12
73	10.12
74	10.12
75	10.12
76	10.12
77	10.12
78	10.12
79	10.12
80	10.12
81	10.12
82	10.12
83	10.12
84	10.12
85	10.12
86	10.12
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVER TERM INSURANCE RIDER – LAST SURVIVORINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$0
2	14.62
3	21.93
4	21.93
5	21.93
6	21.93
7	21.93
8	21.93
9	21.93
10	21.93
11	14.62
12	14.62
13	14.62
14	14.62
15	14.62
16	14.62
17	14.62
18	14.62
19	14.62
20	14.62
21	14.62
22	14.62
23	14.62
24	14.62
25	14.62
26	14.62
27	14.62
28	14.62
29	14.62
30	14.62
31	14.62
32	14.62
33	14.62
34	14.62
35	14.62
36	14.62
37	14.62
38	14.62
39	14.62
40	14.62
41	14.62
42	14.62
43	14.62
44	14.62

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVR TERM INSURANCE RIDER – LAST SURVIVOR
CONTINUEDINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$14.62
46	14.62
47	14.62
48	14.62
49	14.62
50	14.62
51	14.62
52	14.62
53	14.62
54	14.62
55	14.62
56	14.62
57	14.62
58	14.62
59	14.62
60	14.62
61	14.62
62	14.62
63	14.62
64	14.62
65	14.62
66	14.62
67	14.62
68	14.62
69	14.62
70	14.62
71	14.62
72	14.62
73	14.62
74	14.62
75	14.62
76	14.62
77	14.62
78	14.62
79	14.62
80	14.62
81	14.62
82	14.62
83	14.62
84	14.62
85	14.62
86	14.62
87+	0

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT

Segment Term: 1 Year
 Segment Guaranteed Interest Rate: 0.00%
 Participation Rate: 100%
 Growth Cap: 12%
 Cumulative Segment Guaranteed Interest Rate: 0.00%

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see **Indexed Accounts**.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate
 b = Participation Rate
 c = Growth Cap
 d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and
 b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. As of the Policy Date, the Participation Rate is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 100%.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. As of the Policy Date, the Growth Cap is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 3% over the entire Segment Term.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

POLICY SPECIFICATIONS

5 YEAR INDEXED ACCOUNT

Segment Term: 5 Years
 Segment Guaranteed Interest Rate: 1.00%
 Participation Rate: 100%
 Growth Cap: None
 Cumulative Segment Guaranteed Interest Rate: 5.10%

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see **Indexed Accounts**.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate
 b = Participation Rate
 c = Growth Cap
 d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and
 b = the average Closing Value of the Index as of the day before the end of the last twelve Segment Months of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. As of the Policy Date, the Participation Rate is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 100%.

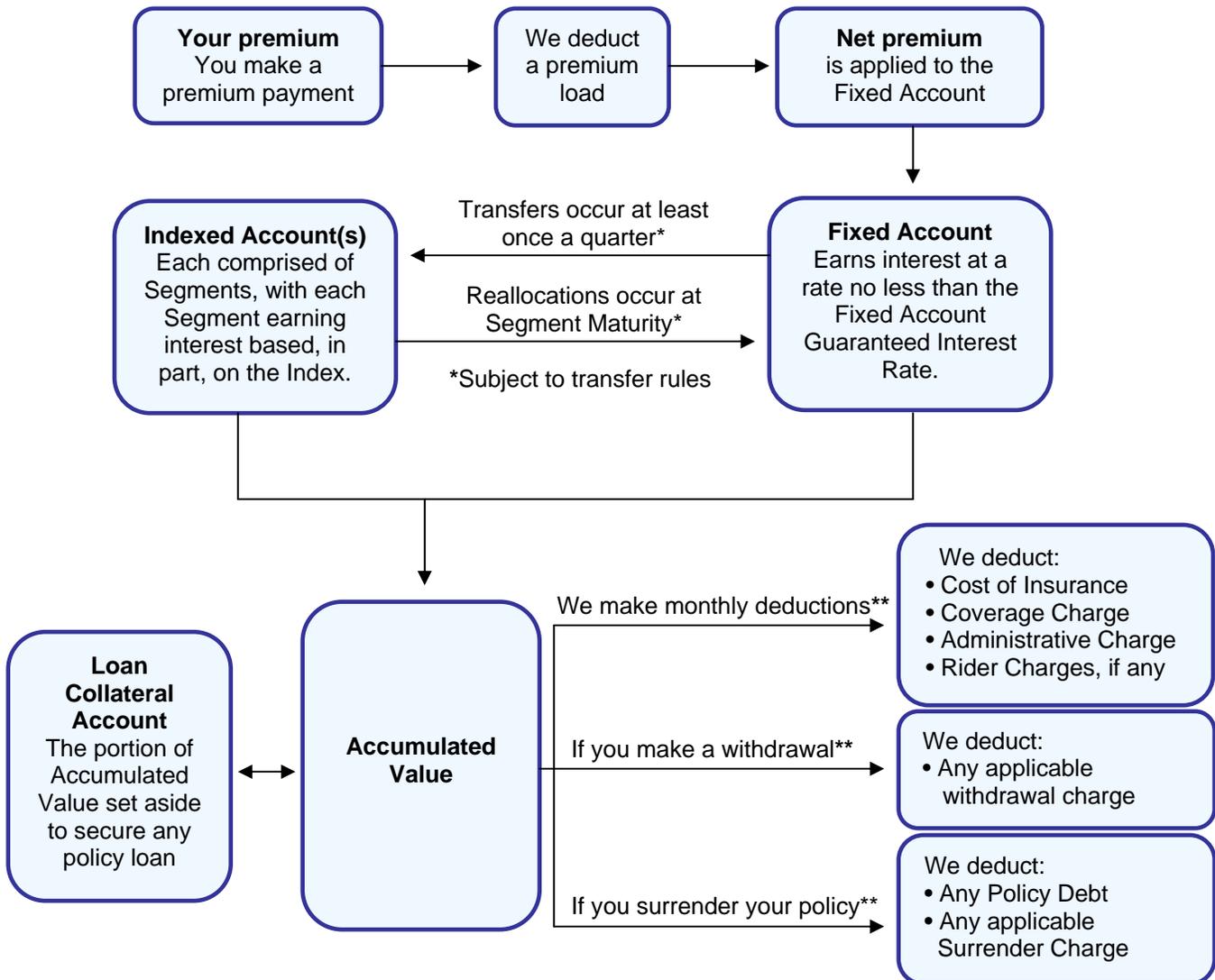
Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. As of the Policy Date, the Growth Cap is shown above. If it is changed, you will be notified in the Annual Report or other written notice. It will never be less than 15% over the entire Segment Term.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

SUMMARY DESCRIPTION

This is a last survivor flexible premium universal life insurance policy with an optional feature linking interest to an outside index ("Index"). Provided the policy is In Force, a death benefit is payable upon the death of the Survivor of the two Insureds. Premiums, net of Premium Load, are credited to an account earning a fixed rate of interest ("Fixed Account") at a rate not less than the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications. Then, according to your instructions, a portion of the premium may be transferred to one or more Indexed Accounts that earn interest, based in part, on the growth rate of the Index. The growth rate of each Indexed Account has an upper limit (the Growth Cap), and a lower limit (the Segment Guaranteed Interest Rate) as shown in the Policy Specifications. Policy charges are deducted from the policy's Accumulated Value. Diagrams are included as a general representation of how the policy works. A detailed explanation of how the Indexed Accounts work is contained in the Indexed Accounts section. Additional information, key definitions, and the various policy provisions are included in this contract. Please read your policy carefully. It is a legal contract between you and Pacific Life Insurance Company.

HOW YOUR POLICY ACCUMULATED VALUE WORKS



**All Monthly Deductions, Withdrawals and Loans from the Accumulated Value are taken from the Fixed Account, then from the Indexed Accounts.

DEFINITIONS

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to show emphasis.

Accounts – consist of the Fixed Account (see **Accumulated Value**) and the Indexed Accounts (see **Indexed Accounts**), each of which may be referred to as an Account.

Accumulated Value – is the sum of Net Premiums and credited interest less withdrawals and deductions. See the Accumulated Value section for details.

Administrative Office – is the office that administers your policy. The address of the Administrative Office at the time you applied for this policy is shown in the heading of the application, which is attached to this policy. If the address changes, we will send a change notification at your last known address.

Application – consists of the application for this policy, including any Certificate of Health, amendments, or endorsements, and any application for reinstatement or increase in benefits.

Age – for each Insured, means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed.

Business Day – is a day when both we and the New York Stock Exchange are open for business.

Class – is used in determining policy charges and interest credited, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, each Insured's Age and Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Coverage Layer – is a layer of insurance coverage under this policy. There may be one or more Coverage Layers. Any elective increase in Face Amount will comprise a new Coverage Layer. Each Coverage Layer has its own Face Amount, Risk Class, effective date, and set of charges. The Face Amount, Risk Class, effective date, and set of charges for the initial Coverage Layer are shown in the Policy Specifications. The Face Amount, Risk Class, effective date, and set of charges for any Coverage Layer added at a later time will be shown in a Supplemental Schedule of Coverage sent to you at that time.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class.

Face Amount – is the Face Amount of Basic Coverage as shown in the Policy Specifications.

Insureds – are the two persons insured under this policy, consisting of the Insured and the Additional Insured. The Insureds are shown in the Policy Specifications. When used in the singular and when not otherwise identified, Insured means either of the Insureds.

In Force – means a policy is in effect and provides a death benefit on the Insured.

Monthly Deduction End Date – is shown in the Policy Specifications and is the date when Monthly Deductions end.

Monthly Payment Date – is the same day in each month as the Policy Date and is the date on which certain policy charges are deducted from the Accumulated Value. The first Monthly Payment Date is the Policy Date.

Net Accumulated Value – is the Accumulated Value less Policy Debt.

Net Amount at Risk – is equal to the Death Benefit as of the most recent Monthly Payment Date divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value. The Accumulated Value used in this calculation will be as of the beginning of the policy month before the Monthly Deduction is assessed. The Net Amount at Risk is used to calculate the Cost of Insurance Charge (see the Policy Charges section).

Net Premium – is the premium we receive reduced by any Premium Load.

Owner, you, or your – refers to the Owner of this policy.

Policy Date – is the effective date of coverage under this policy and is shown in the Policy Specifications. Policy months, years and anniversaries are measured from this date.

Policy Debt – is the sum of all outstanding policy loans plus accrued loan interest.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy charges and is determined by us during the underwriting process. It depends on each Insured's age, sex, health, tobacco use, and other factors. The Risk Class of each Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Survivor – is the Insured remaining alive after the first death of the two Insureds. If the two Insureds die in close proximity such that it cannot be determined who died first, unless otherwise provided, it shall be assumed that the younger survived the older.

Total Face Amount – is the sum of Face Amount of Basic Coverage and the Face Amounts of any rider providing last survivor coverage on the Insureds. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications.

We, our, ours, and us – refer to Pacific Life Insurance Company.

Written Request – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request.

DEATH BENEFIT

When the Policy is In Force – This policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following:

- surrender, as described in the Surrender and Withdrawal of Values provision;
- lapse, as described in the Grace Period and Lapse provision; or
- the death of the Survivor.

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include increases or decreases in Face Amount, as described in later sections of this policy.

Death Benefit – This policy provides a Death Benefit on the death of the Survivor while this policy is In Force. This section describes how the Death Benefit is calculated. On the date of death, the Death Benefit is the larger of:

- The Death Benefit calculated under the Death Benefit Option in effect; or
- The Minimum Death Benefit specified below, calculated under the Death Benefit Qualification Test that applies to your policy.

The Death Benefit as calculated above will then be increased to the extent, if any, required by the minimum death benefit provisions set out in General Provisions to satisfy certain federal tax qualification requirements.

Death Benefit Options – You elected the Death Benefit Option in the application. The initial Death Benefit Option appears in the Policy Specifications. The Death Benefit Options are explained below.

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value at death.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distribution that reduces the Accumulated Value. If the sum of any such reductions is greater than the sum of the premiums paid, then the Death Benefit may be less than the Total Face Amount.

Death Benefit Qualification Test – In order for your policy to be classified as a “life insurance contract” under the Code, it must at all relevant times satisfy one of two Death Benefit Qualification Tests. The policy provides a minimum death benefit amount, as needed, for the policy to qualify under either of the Tests. Unless you elected otherwise in the application, the Death Benefit Qualification Test that applies to this policy is the Guideline Premium Test. The Death Benefit Qualification Test for this policy appears in the Policy Specifications. It may not be changed for the life of this policy. The two Death Benefit Qualification Tests and the Minimum Death Benefit amounts applicable to each are explained in this subsection.

1. **Cash Value Accumulation Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be the minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than 101% of the Accumulated Value.
2. **Guideline Premium Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than the Accumulated Value multiplied by the Death Benefit percentage for the Age of the younger Insured as shown in the following table.

Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage
0-40	250%	50	185%	60	130%	70	115%
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	Over 93	101

Change of Death Benefit Option – The Death Benefit Option may be changed to Option A or B upon Written Request no more than once per policy year. Changes to Option C are not permitted. The Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change, and if there are multiple Coverage Layers, in the same order as applies for a decrease in Face Amount. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request.

Unless you specify otherwise by Written Request, any request for a Death Benefit Option change will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount payable if the Survivor dies while this policy is In Force. The Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- due proof of the death, consisting of a certified copy of the death certificates for each Insured or other lawful evidence providing equivalent information;
- proof of the claimant's legal interest in the proceeds; and
- sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Face Amount Increase – As long as the Flexible Duration No Lapse Rider is not attached to this policy, you may submit an application to increase the Face Amount. The older Insured must be no older than Age 90 and the Face Amount increase may not be less than \$25,000. Your application must include Evidence of Insurability satisfactory to us and is subject to our approval. The effective date of the increased Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. We reserve the right to limit Face Amount increases to one per policy year and the right to charge a fee to evaluate insurability, not to exceed \$100 per Insured for each evaluation.

Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- the increased Face Amount and the effective date of the increase;
- the Risk Class for the increase;
- the Maximum Monthly Cost of Insurance Rates applicable to the increase;
- the Maximum Monthly Coverage Charge for the increase; and
- if the Guideline Premium Test is used, the new Guideline Premiums.

In addition, any Coverage Layer representing an increase in Basic Coverage will have an associated Surrender Charge. Calculation of the Surrender Charge for the Coverage Layer will be identical to that described in the Surrender Charge provision, but based on the values of the Surrender Charge factors on the effective date of the increase. The Supplemental Schedule of Coverage sent to you at the time of the increase will also contain the associated Surrender Charge factors. Decreases in the Surrender Charge for the Coverage Layer will be measured from the effective date of the Coverage Layer.

If the Flexible Duration No Lapse Rider is attached to this policy, Face Amount increases are not allowed.

Face Amount Decrease – A decrease in Face Amount is subject to these limits:

- Only one decrease per policy year is allowed.
- A decrease during the first policy year is not allowed.
- The Face Amount remaining after a decrease must be at least \$1000.

The effective date of the decreased Face Amount will be the first Monthly Payment Date on or next following the date we receive the Written Request and have approved it. We recommend you consult your tax advisor before requesting a decrease in Face Amount. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage, which will include the decreased Face Amount and the effective date of the decrease. If there are Coverage Layers with different effective dates, the Coverage Layers will be decreased or eliminated in the following order:

- first, the most recent Coverage Layer;
- next, other Coverage Layers, in the reverse order in which they arose; and
- finally, the initial Coverage Layer.

The request for a decrease in the Total Face Amount will be subject to the Guideline Premium Limit (if applicable to your policy) as defined in the Code. This may result in one or more refunds of premiums or required distributions of Accumulated Value in order to maintain compliance with such limit, or both. Such request will not be allowed to the extent the resulting Guideline Premium limit would cause an amount in excess of the Net Cash Surrender Value to be distributed from the policy.

Policy Change Limit— We reserve the right to require Evidence of Insurability satisfactory to us for any policy change that would result in an increase in Net Amount at Risk and, if the Evidence of Insurability is not satisfactory, we may limit or refuse the policy change.

Change in Benefits – Under the Guideline Premium Test, any change in policy or rider benefits or certain other factors may require an adjustment to the Guideline Premium Limit.

PREMIUMS

Premiums – The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Additional premiums are optional and are payable at any time at our Administrative Office. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be ‘received’ when it is actually delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless we have received the premium. We reserve the right to reject premium payments less than \$50 unless such premium is required to keep the policy In Force. Premiums may be paid at any time before the Monthly Deduction End Date, subject to the premium limits below. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request it is a premium payment.

Premium Processing – When a premium is received by us, the Premium Load will first be deducted. Then the resulting Net Premium will be applied to the Fixed Account. Subject to the Automatic Transfers provision, we will thereafter process a transfer to the Indexed accounts. See the Indexed accounts section for details.

Premium Load – The Premium Load is equal to the premium paid multiplied by the Premium Load Rate. The Premium Load Rate we use will not exceed the Maximum Premium Load Rate shown in the Policy Specifications. Any lesser charge will apply uniformly to all members of the same Class.

Planned Premium – The Planned Premium is the amount of premium you have told us you intend to pay and is shown in the Policy Specifications. We will send you Planned Premium Reminder Notices for as long as premiums can be paid. You may change the Planned Premium by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Limitation – We reserve the right to require Evidence of Insurability for any premium payment that would result in an increase in the Net Amount at Risk. If such Evidence of Insurability is not satisfactory, we may limit or refuse the premium payment.

Guideline Premium Limit – This subsection applies only if you have elected the Guideline Premium Test as the Death Benefit Qualification Test. In order for this policy to be classified as life insurance under Section 7702 of the Code, the sum of the premiums paid less a portion of any withdrawals, as defined in the Code, may not exceed the Guideline Premium Limit, which is the greater of:

- The Guideline Single Premium; or
- The sum of the annual Guideline Level Premiums to the earlier of the date of payment or the younger Insured’s Age 100.

The Guideline Premiums are shown in the Policy Specifications. The Guideline Premiums may change whenever there is a change in the Total Face Amount of insurance or other policy benefits or certain other factors. Any such Guideline Premium change will be shown in a supplemental schedule that we will send to you at the time of the change. The Guideline Premiums are used to determine the premium limits, beyond which this policy would fail to be classified as life insurance under the Code. Payment of the Guideline Premiums does not guarantee that the policy will never lapse and additional premiums may be necessary to prevent the policy from lapsing in the future.

The Guideline Premiums are determined by the rules that apply to this policy as set forth in the Code. The Guideline Premiums will be adjusted to conform to any changes in the Code. In the event that a premium payment would exceed such revised limits, we will refund the excess payment to you, provided that we may not refuse any premium payment necessary to keep this policy In Force. Further, we reserve the right to make distributions from the policy to the extent we deem it necessary to continue to qualify this policy as life insurance under the Code.

Modified Endowment Contract Premium Limit – In order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we reserve the right to refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the Policy.

The 7-Pay premium may change whenever there is a change in the Total Face Amount of insurance or in other policy benefits or factors. The 7-Pay premiums are determined according to the rules applicable to this policy set forth in the Code. The 7-Pay premium will be revised to conform to any changes in the Code. In the event that a premium payment would cause such revised limits to be exceeded, we reserve the right to refund the excess payment to you. Further, we reserve the right to increase the Death Benefit or make distributions from the policy to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

ACCUMULATED VALUE

Accumulated Value - The Accumulated Value equals the sum of the values of the Fixed Account, the Indexed Accounts, and the Loan Collateral Account, provided that the Accumulated Value will never be less than zero.

Fixed Account Value – The value of the Fixed Account as of the Policy Date is equal to the initial Net Premium less the first Monthly Deduction. On any day following the Policy Date, the value of the Fixed Account is equal to:

- the value of the Fixed Account as of the prior day;
- plus interest earned on such amount since the prior day;
- plus the amount of any Net Premiums or policy loan repayment applied since the prior day;
- plus the amount of any transfer from the Indexed accounts since the prior day (such transfer is allowed only at Segment Maturity);
- minus the amount of any deductions from the Fixed Account since the prior day (such deductions include Monthly Deductions, deductions for any withdrawal, including any amount removed from the policy in accordance with federal tax law (see the Tax Qualification as Life Insurance section) and any fee for a withdrawal or Face Amount Increase);
- minus the amount of any transfer from the Fixed Account since the prior day (such transfers include transfers to the Indexed accounts to create a new Segment and transfers to the Loan Collateral Account to secure any policy loan).

We credit interest on a daily basis using a 365-day year at an annual rate not less than the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications. At our discretion, we may credit

additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings.

Indexed Account Value – See the Indexed Accounts section.

Loan Collateral Account – See the Policy Loans section.

Deductions from the Accumulated Value – Monthly Deductions, as well as any other deductions from the Accumulated Value, will be taken first from the Fixed Account, then from the Indexed Accounts, in order from the Indexed Account with the shortest Segment Term to the Indexed Account with the longest Segment Term.

INDEXED ACCOUNTS

Indexed Accounts – You may allocate all or a portion of your policy's Accumulated Value to one or more policy accounts, each referred to as an "Indexed Account", for which values will vary over time based, in part, on the change in value of an external index ("Index"). The Indexed Accounts available as of the Policy Date, as well as how credits based on the Index are calculated, are shown in the Policy Specifications. We reserve the right to add additional Indexed Accounts or to cease offering one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address. In calculating the change in value of the Index, we use the Closing Value of the Index.

Closing Value – By Closing Value of the Index, we mean the value of the Index as of the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time. If no Closing Value is published for a given day, we will use the Closing Value for the next day for which the Closing Value is published.

SEGMENT OVERVIEW

Segments – Your policy's value in an Indexed Account is divided into Segments. Each Segment represents a transfer of policy value from the Fixed Account to an Indexed Account.

Segments are credited with interest and comprise a portion of the policy's Accumulated Value. This is a summary of how Segments work:

- **Segment Creation** – A new Segment is created when there is a transfer to an Indexed Account. The Segment will continue until the end of the Segment Term.
- **Segment Value Change** - Over the Segment Term, the Segment will grow with the Segment Guaranteed Interest and be reduced by Segment Deductions.
- **Segment Deductions** – Over the Segment Term, money may be transferred out of the Segments for the policy's Monthly Deductions, as well as any other deductions such as those for withdrawals and policy loans.
- **Segment Indexed Interest** – Based on the performance of the Index, additional interest may be credited to the Segment at the end of the Segment Term.
- **Segment Maturity** – At the end of a Segment Term, the Segment Value is either transferred to a new Indexed Account Segment, or to the Fixed Account.

SEGMENT CREATION AND TRANSFERS

Segment Creation – A new Segment is created if there is a transfer to an Indexed Account. The date of the transfer is called the Segment Start Date or **Segment Date**. Segment Months and Segment Years are measured from this date. Each Segment in each Indexed Account will have its own Growth Cap and Participation Rate. These values for a particular Segment are the values in effect on the Segment Date. The values in effect on the Policy Date are shown in the Policy Specifications. If these values change, you will be notified in the Annual Report or other written notice.

Transfer Dates – Transfer Dates are the dates as of which transfers into the Indexed Account may occur. The Transfer Dates as of the issue of the policy are shown in the Policy Specifications. We reserve the

right to change the Transfer Dates and to limit transfers into the Indexed Account, but these will occur not less frequently than once per calendar quarter. If we change the Transfer Dates, you will be notified in the Annual Report or other written notice. There are two types of Transfers: Automatic Transfers and Transfers by Written Request.

Automatic Transfers – Automatic Transfers will be based on your latest instructions on file with us. There are two types of transfer instructions that result in Automatic Transfers.

1. **Payment Instructions:** These are your instructions to us to transfer an amount from the Fixed Account to the Indexed Account, following a premium or loan repayment. The amount transferred to the Indexed Account can never exceed the value in the Fixed Account at the time of the transfer. If you have given us no instructions or if your policy is in a Lockout Period (see **Lockout Period**), then no transfer to the Indexed Account will occur.
2. **Reallocation Instructions:** At the end of the Segment Term, if a Segment has a Segment Value other than Segment Guaranteed Interest and Segment Indexed Interest, the Segment Value can be reallocated to any Account.

Transfers by Written Request – Transfers by Written Request consist of:

- your Written Request to transfer to an Indexed Account on a Transfer Date; and
- your Written Request to transfer the value of a particular Segment to the Fixed Account at Segment Maturity.

Cut-Off Date – To be effective on a given Transfer Date, each of the following must be received at our Administrative Office by 4:00 p.m. Eastern time of the Cut-Off Date, which is two Business Days prior to the Transfer Date:

- any instructions for Automatic Transfers,
- any instructions for Transfers by Written Request, and
- any premium payment or loan repayment intended to result in a transfer to an Indexed Account.

Order of Processing Transfers – Transfers among the Accounts on a given Transfer Date will be processed in the following order:

- first, any transfer to the Fixed Account of a Segment at Segment Maturity will occur;
- then, any transfer from the Fixed Account will occur.

GROWTH OF SEGMENT VALUE DURING THE SEGMENT TERM

Segment Term and Segment Maturity – The Segment Term is the total length of time that a particular Segment can exist. The Segment Term begins on the Segment Date and ends at Segment Maturity, which is the Transfer Date corresponding to the end of the Segment Term. On that date, we calculate any Segment Indexed Interest and credit it to the Segment (see **Segment Indexed Interest**).

Indexed Account Value – Your policy's value in an Indexed Account is equal to the sum of the Segment Values for all Segments in the Indexed Account.

Segment Value – The Segment Value on the Segment Date is equal to the amount transferred to the Indexed Account at such time. At any later date, the Segment Value is equal to:

- the Segment Value as of the prior day;
- plus the Segment Guaranteed Interest since the prior day;
- minus any Segment Deductions since the prior day;
- plus, at Segment Maturity only, any Segment Indexed Interest credited.

Segment Guaranteed Interest Credit – We credit interest on a daily basis to each Segment from the Segment Date to Segment Maturity, using a 365-day year, at an annual rate equal to the Segment Guaranteed Interest Rate shown in the Policy Specifications. The amount of such interest is called the Segment Guaranteed Interest Credit ("Segment Guaranteed Interest").

Segment Deductions – Within each Indexed Account, deductions are made from all Segments, proportionate to Segment Value. For each Segment, the deduction is taken first from the Segment Monthly Balance, then from the Segment Guaranteed Interest.

Lockout Period – This is a 12 month period of time during which no transfers from the Fixed Account to the Indexed Accounts will be allowed. A Lockout Period will begin any time there is a deduction from an Indexed Account as a result of a loan or withdrawal that is not part of a Systematic Distribution Program.

SEGMENT MATURITY VALUE AND REALLOCATION

Segment Indexed Interest Credit – At Segment Maturity, the Segment Indexed Interest Credit (“Segment Indexed Interest”) is calculated, as described in the Policy Specifications, and credited to the Segment, resulting in the **Segment Maturity Value**. At Segment Maturity the maturing Segment ends and the Segment Maturity Value is reallocated, according to your instructions on file with us, in any of the Accounts, except that if the Segment Maturity Value consists only of the Segment Guaranteed Interest and the Segment Indexed Interest, we will transfer such value into the Fixed Account. If you reallocate any portion of the Segment Maturity Value in an Indexed Account, a new Segment will be created at that time. If you have not provided us with your instructions for transfer at Segment Maturity, the Segment Maturity Value will be reallocated to the same Indexed Account to create a new Segment.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following a Monthly Payment Date and is deducted from the Accumulated Value on each such date before the Monthly Deduction End Date. It is equal to the sum of the following items:

- the Coverage Charge;
- the Administrative Charge;
- rider or benefit charges, if any; and
- the Cost of Insurance Charge.

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Coverage Charge – The Coverage Charge is the sum of the Coverage Charges for all Coverage Layers. The Coverage Charge for the initial Coverage Layer will not exceed the Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Coverage Layer will not exceed the Coverage Charge shown in the Supplemental Schedule of Coverage sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Coverage Layer as of its effective date. The Coverage Charge will not decrease even if the Face Amount of the associated Coverage Layer is decreased.

Administrative Charge – The Administrative Charge is shown in the Policy Specifications.

Rider Charges – Any rider or benefit charges are described in the rider or benefit forms.

Cost of Insurance Charge – The Cost of Insurance Charge is the sum of the Cost of Insurance Charges for all Coverage Layers. The Cost of Insurance Charge for each Coverage Layer is equal to (1) multiplied by (2), where:

- (1) is the Maximum Monthly Cost of Insurance Rate for the Coverage Layer divided by 1000; and
(2) is the Net Amount at Risk allocated to the Coverage Layer.

If there are multiple Coverage Layers, the Net Amount at Risk is allocated proportionately to each Coverage Layer according to the ratio of the Coverage Layer Face Amount to the Total Face Amount.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Coverage Layer of all Coverage Components are shown in the Policy Specifications. The Maximum Monthly Cost of

Insurance Rates for any later Coverage Layers are shown in a Supplemental Schedule of Coverage that will be sent to you at the time the Coverage Layer becomes effective.

We May Deduct Additional Tax-Related Charges – In addition to the charges described in this policy, we reserve the right to impose additional charges to offset any federal, state or local taxes generated by this policy, or generated by our operations with respect to this policy, to the extent such tax was not applicable to the policy or our operations at the time of policy issuance.

SHORT-TERM NO LAPSE GUARANTEE

Short-Term No Lapse Guarantee – If the Short-Term No Lapse Guarantee is in effect, and if your policy would lapse in the absence of this Short-Term No Lapse Guarantee due to insufficient Net Accumulated Value to cover the Monthly Deductions due, the policy will not enter the grace period and will not lapse. Instead, the policy will continue In Force under the Short-Term No Lapse Guarantee and it will stay In Force as long as the No Lapse Credit less Policy Debt is not negative.

When The Short-Term No Lapse Guarantee Is In Effect – The Short-Term No Lapse Guarantee is in effect if the No Lapse Credit less Policy Debt is not negative. For example, if you pay a premium at the beginning of each policy year at least equal to the Short-Term No Lapse Premium in effect at the time, and if you have taken no policy loans or withdrawals, then the Short-Term No Lapse Guarantee will be in effect throughout the Short-Term No Lapse Period. You may also satisfy the condition for the Short-Term No Lapse Guarantee to be in effect by other premium payment patterns so long as the No Lapse Credit less Policy Debt is not negative.

Short-Term No Lapse Period – The Short-Term No Lapse Period is the time during which we guarantee the death benefit will remain In Force if the Short-Term No Lapse Guarantee is in effect. The Short-Term No Lapse Period is shown in the Policy Specifications. The Short-Term No Lapse Period begins on the Policy Date and does not re-start if coverage is added or increased.

Short-Term No Lapse Premium – The Short-Term No Lapse Premium is an amount used during the Short-Term No Lapse Period to determine the No Lapse Credit. The Short-Term No Lapse Premium in effect as of the Policy Date is shown in the Policy Specifications. The Short-Term No Lapse Premium may change as described in the “Changes in the Short-Term No Lapse Premium” section below.

Changes In Short-Term No Lapse Premium – Any increase in face amount, scheduled or not, or addition or increase in coverage will cause an increase in the Short-Term No Lapse Premium. A decrease in Face Amount or in other coverage will not cause a decrease in the Short-Term No Lapse Premium. If the Short-Term No Lapse Premium changes, we will provide you with the new Short-Term No Lapse Premium.

No Lapse Credit – The No Lapse Credit is used to determine if the Short-Term No Lapse Guarantee is in effect. It is calculated at the beginning of each policy month during the Short-Term No Lapse Period. The No Lapse Credit as of the Policy Date is equal to the premium paid less one-twelfth of the Short-Term No Lapse Premium. On any other Monthly Payment Date, the No Lapse Credit is equal to:

- the No Lapse Credit as of the prior Monthly Payment Date multiplied by 1.0032737;
- plus premiums received since the prior Monthly Payment Date;
- less withdrawals taken since the prior Monthly Payment Date; and
- less one-twelfth of the Short-Term No Lapse Premium in effect on the Monthly Payment Date.

Catch-Up Amount – If the Short-Term No Lapse Guarantee has become ineffective because the No Lapse Credit less Policy Debt is negative, you may bring the Short-Term No Lapse Guarantee back into effect by paying the Catch-Up Amount. The Catch-Up Amount is equal to the negative of the No Lapse Credit less Policy Debt, if such amount is less than zero.

AV Pay-Off Account – If the policy is continued under the Short-Term No Lapse Guarantee, then the policy has no Net Accumulated Value from which Monthly Deductions can be collected. Any such uncollected amounts are accumulated with interest at the monthly rate of 0%, and the result is stored in the AV Pay-Off Account. Any payment you make to us when the policy is continued under the Short-Term No Lapse Guarantee will first be used to reduce the AV Pay-Off Account. After the AV Pay-Off Account is reduced to zero, any excess will be applied to the Accumulated Value, as described in your policy. If you want to keep your policy active at the end of the Short-Term No Lapse Period, you must make a payment sufficient to reduce the AV Pay-Off Account to zero. In such case, any excess will then be applied to the Accumulated Value, as described in your policy. Any payment used to reduce the AV Pay-Off Account will be subject to the Premium Loads shown in your policy.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Short-Term No-Lapse Guarantee is not in effect (see the Short-Term No-Lapse Guarantee section) and if the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the current monthly deduction, a grace period of 61 days will be allowed for the payment of sufficient premium to keep your policy In Force.

The grace period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the grace period, we will notify you and any assignee of record at the last known address. The notice will state the due date and the amount of premium required for your policy to remain In Force. A minimum of three times the monthly deduction due when the insufficiency occurred, plus Premium Load, must be paid. There is no penalty for paying a premium during the grace period. Your policy will remain In Force during the grace period. If sufficient premium is not paid by the end of the grace period, a lapse will occur. Thirty-one days prior to lapse, we will send you and any assignee of record a notice containing the lapse date and the required premium to keep your policy In Force. If the Survivor dies during the grace period, the Death Benefit Proceeds will be reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

Reinstatement – If it has not been surrendered, this policy may be reinstated within five years after the end of the Grace Period. To reinstate this policy you must provide us with the following:

- a written application;
- Evidence of Insurability;
- sufficient premium, after reduction by Premium Load, to cover all Monthly Deductions and policy loan interest due and unpaid during the Grace Period; and
- sufficient premium, after reduction by Premium Load, to keep the policy In Force for three months after the date of reinstatement.

The effective date of the policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement application. At reinstatement:

- The Net Accumulated Value will be the same as it was at the beginning of the Grace Period.
- Surrender Charges and policy charges other than Cost of Insurance Charges will resume on their schedule as of the Monthly Payment Date when lapse occurred.
- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Ages of the Insureds at reinstatement and policy duration measured from the original Policy Date.
- If there was a policy loan at time of lapse, you may choose to reinstate the policy loan. We recommend you consult your tax advisor before reinstating a policy loan.
- If reinstatement occurs on the first Monthly Payment Date after lapse and there was a loan before lapse, we will automatically reinstate the loan unless otherwise requested.
- If loan reinstatement is not requested, we will eliminate the loan by reducing the Accumulated Value by the Policy Debt.

After the reinstatement premium has been applied, regular policy processing will occur for the period of time when coverage was provided during the Grace Period. There will be no Monthly Deductions between the time of lapse and reinstatement.

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while the Policy is In Force, you may surrender this policy for its Net Cash Surrender Value. The policy will terminate on the date the Written Request is received.

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value less any Surrender Charge.

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. During the first policy month, the Surrender Charge is equal to the Initial Amount reduced by one-twelfth of the Reduction Factor. After the first policy month, the Surrender Charge decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor until it becomes zero after the End Year. The Initial Amount, Reduction Factor and End Year are shown in the Table of Surrender Charge Factors in the Policy Specifications.

If there are increases in Basic Coverage Face Amount, the Coverage Layer for each such increase will have its own set of Surrender Charges (see **Increase in Face Amount**). If there have been decreases in the Basic Coverage Face Amount, including decreases due to withdrawals, the Surrender Charge will not change as a result of the decrease. The Surrender Charge described is the guaranteed maximum charge. We may charge less than such guaranteed maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Net Cash Surrender Value – The Net Cash Surrender Value is the Cash Surrender Value less any Policy Debt.

Withdrawal – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. Such withdrawal will be deducted from the Accumulated Value. We reserve the right to charge a fee not to exceed \$25 for each withdrawal. There is no Surrender Charge imposed for a withdrawal, even if the Total Face Amount is reduced as a result of the withdrawal. Withdrawals will be subject to the following conditions:

- the amount of each withdrawal must be at least \$200;
- the Net Cash Surrender Value remaining after a withdrawal must be at least \$500; and
- if the withdrawal decreases the Face Amount, the remaining Face Amount must be at least \$1000.

If Death Benefit Option A is in effect at the time of a withdrawal, and if a requested withdrawal would increase the Net Amount at Risk, we will decrease the Total Face Amount by the minimum amount necessary to prevent the Net Amount at Risk from increasing as a result of the withdrawal, except:

1. During the first 15 policy years, but only in the case of the first withdrawal of a given policy year, the Total Face Amount will be decreased only to the extent that the withdrawal exceeds the lesser of \$10,000 or 10% of the Net Cash Surrender Value, or
2. In any policy year, but only if both:
 - (a) the Death Benefit Qualification Test for your Policy is the Guideline Premium Test, and
 - (b) the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would, as a result of the current withdrawal, fail to remain greater than zero at all times prior to Age 100, we will decrease the Total Face Amount as follows:
 - i. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal do not exceed 15% of the Total Face Amount, we will limit the Total Face Amount decrease so that the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would remain greater than zero at all times prior to Age 100.
 - ii. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal exceed 15% of the Total Face Amount, we will decrease the Total Face Amount

- to the extent of such excess in addition to the Total Face Amount decrease calculated per i. above on the cumulative withdrawals of 15% of the Total Face Amount.
- iii. For the purpose of the 15% test in i. and ii. above, the Total Face Amount will be the highest Total Face Amount in effect during the current policy year through the date of the withdrawal.

In any instance where both exceptions 1. and 2. above apply, we will decrease the Total Face Amount by the lesser of the two decrease amounts.

If such a reduction in Total Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract.

If Death Benefit Option B is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will reduce the Accumulated Value, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If Death Benefit Option C is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will increase the sum of the withdrawals, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If the Survivor dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal will be processed and paid to the owner before the Death Benefit Proceeds are determined and paid to the beneficiary.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for ages not shown are halfway between the two amounts for the nearest two ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with 5 Year age setback. We may require evidence of survival for incomes that last more than ten years.

POLICY LOANS

Policy Loans – You may obtain policy loans by Written Request after the Free Look Period, on the sole security of the Accumulated Value of this policy. We recommend you consult your tax advisor before requesting a policy loan.

Loan Amount Available – The amount of the loan must be at least \$200. The maximum amount available for a loan on any date is equal to the Accumulated Value less:

- three times the most recent Monthly Deduction;
- any Surrender Charge; and
- any existing Policy Debt.

Loan Interest Charged – Loan Interest Charged will accrue daily at an annual rate no greater than 2.25% and is due at the end of each policy year. Interest not paid when due will be added to the loan principal and will bear interest at the same rate.

Loan Collateral Account – The Loan Collateral Account is the amount set aside to secure the Policy Debt (see Definitions section). When a policy loan is taken, an amount equal to the loan will be transferred from the Fixed Account and, if necessary, from the Indexed accounts, to the Loan Collateral Account to secure the loan. The value of the Loan Collateral Account on the Policy Date is the value of any Policy Debt on such date. The value of the Loan Collateral Account on any following day is equal to:

- the value of the Loan Collateral Account as of the prior day;
- plus interest earned on such amount since the prior day;
- plus any new policy loan since the prior day;
- minus any policy loan amount repaid since the prior day, and
- on the Policy Anniversary only, adjusted for any transfer to or from the Loan Collateral Account to make it equal to the Policy Debt.

Loan interest credited will accrue daily at an annual rate no less than 2.0%. We may credit additional interest to the Loan Collateral Account. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings. On each policy anniversary, if the amount in the Loan Collateral Account exceeds the Policy Debt, the excess will be transferred from the Loan Collateral Account to the Fixed Account, and if the Policy Debt exceeds the amount in the Loan Collateral Account, the excess will be deducted from the Fixed Account, and if necessary from the Indexed accounts, and transferred to the Loan Collateral Account.

Loan Repayment – Loans may be repaid at any time prior to lapse of this policy. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request that it is a premium payment.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or in a later Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, subject to our receipt of it. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request.

Assignment – You may assign this policy by Written Request on a form acceptable to us. An assignment will take place only when recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of any assignment.

Beneficiary – The beneficiary is named by you in the application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Survivor.

A beneficiary may not, at or after the Survivor's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

You may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate a permanent beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Survivor will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the death proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive to receive payment. In the event of a simultaneous death of the Survivor and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This policy is a contract between you and us. This policy, the attached copy of the initial application, including any application amendments and endorsements, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this policy or defend a claim on grounds of misrepresentation unless the statement is in an application.

Incontestability – We will not contest this policy unless there was a material misrepresentation in the Application. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid less any policy loans and any withdrawals taken. No Death Benefit will be paid. Unless you fail to pay required premiums, this policy cannot be contested, except as provided below, after it has been In Force for two years during the lifetime of at least one Insured.

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any policy loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. We will not contest the reinstated policy after it has been In Force for two years following such reinstatement during the lifetime of at least one Insured.

If there has been a change to the policy for which we required Evidence of Insurability, we will not contest such a change unless there was a material misrepresentation in the Application required for the change. If we determine that such Application contains a material misrepresentation, we will rescind the policy change and all policy charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value will be unaffected by the change. Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. We will not contest any such change after two years following the effective date of the change during the lifetime of at least one Insured.

Non-Participating – This policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Survivor dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any policy loans and withdrawals.

If the Survivor dies by suicide, while sane or insane, after two years from the Policy Date but within two years after the effective date of any increase in the Total Face Amount, the Death Benefit Proceeds will be limited by the following adjustments:

- 1) any such increase in Total Face Amount will be excluded;
- 2) refund of the portion of Monthly Deductions associated with any such increase will be included; and
- 3) Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If either Insured's sex or birth date is misstated in the application and it is discovered on or after the death of the Survivor, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date of each Insured, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio, as of the death of the Survivor, of the incorrect Cost of Insurance Rate to the correct Cost of Insurance Rate. The adjusted Net Amount at Risk will result in an adjusted Death Benefit, since the Death Benefit depends on the Net Amount at Risk.

If either Insured's sex or birth date is misstated in the application and it is discovered before the death of the Survivor, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of each Insured in calculating future Monthly Deductions.

Evidence of Insurability – We reserve the right to require Evidence of Insurability for any policy change or any premium payment that would result in an increase in Net Amount at Risk.

Maturity – This policy does not mature, but will continue In Force so long as at least one Insured is alive and the policy has not been surrendered and lapse has not occurred.

After the Monthly Deduction End Date – Provided the Policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all policy provisions, with these exceptions and clarifications:

- Monthly Deductions will cease.
- Premiums will not be accepted.
- Loans will be allowed.
- Loan repayments will be permitted.
- Loan interest will continue to accrue.
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, and such rate will be at least equal to the Guaranteed Minimum Annual Interest Rate shown in the Policy Specifications.

Annual Report – A report will be mailed to your last known address no less frequently than annually . This report will show:

- the beginning and end dates of the reporting period;
- the Accumulated Value at the beginning and end of the reporting period;
- amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type;
- the Death Benefit at the end of the reporting period on each life covered by the policy;
- the Net Cash Surrender Value at the end of the reporting period;
- any Policy Debt outstanding at the end of the reporting period; and
- any other information required by law.

Policy Illustrations – Upon request we will give you a hypothetical illustration of the future benefits under this policy based upon both guaranteed and current cost factor assumptions. Such illustrations reflect assumptions about the policy's non-guaranteed elements and about how you will use the policy's options. Over time the policy's actual non-guaranteed elements, and your actual use of the policy's options, are likely to vary from the assumptions used in such illustrations. For these reasons, actual policy values will likely be more or less favorable than shown in such illustrations. We reserve the right to charge a fee not to exceed \$25 for each illustration in excess of one per policy year.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. A detailed statement showing how such values are determined has been filed with the insurance department in states that require such filing. To calculate the minimum required nonforfeiture values, we use the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications for policy years after the first and mortality rates from the 2001 CSO mortality tables using age nearest birthday. The rates we use are the same for both smokers and nonsmokers and are sex-distinct unless this policy is issued on a unisex basis, in which case gender-blended rates are used (50% male, 50% female).

Tax Qualification as Life Insurance - This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The policy, including any rider, benefit or endorsement, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not issued any official guidance on the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences.**

If at any time the premiums paid under the policy exceed the amount allowable for such tax qualification, the excess amount, including any interest, shall be removed from the policy as of the date of its payment in accordance with federal tax law. Any appropriate adjustments will be made to the Death Benefit and/or Accumulated Value of the policy. We will refund to you this excess amount, including interest, no later than 60 days after the end of the contract year in which this excess amount occurs, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the amount necessary to ensure or maintain such tax qualification. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase, starting on the date that the increase is effective.

If you request a decrease in policy or rider benefits, it may cause a reduction in any applicable limits on premiums or cash values for the policy to qualify as life insurance under federal tax law. Such a reduction in these limits may require us to make a distribution from the policy equal to the greatest amount by which the premiums paid or cash values for the policy, as determined under federal tax law, exceed any such reduced limits, in order to maintain the policy's tax qualification. If such a distribution is made, the distribution will be paid to you and the Accumulated Value will be reduced by the amount of the distribution. However, no request for a decrease in policy or rider benefits will be allowed to the extent that the resulting reduction in such tax limits would require us to distribute more than the Net Cash Surrender Value for the policy.

Modified Endowment Contract Tax Status – Unless and until you have given us a Written Request to accept a Modified Endowment Contract classification for your policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy. Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a Modified Endowment Contract ("MEC") and fails to qualify for certain favorable tax treatment as a result. This policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this policy from being subject to such MEC treatment, despite any other provision to the contrary. At no time shall the amount of death benefit under this policy ever be less than the minimum amount needed to avoid such MEC treatment.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown on Page 3.0, is used solely to determine the policy's premium limits to avoid MEC treatment. Payment of one or more 7-Pay Premium amounts does not guarantee that the policy will never lapse, and additional premiums may be necessary to prevent the policy from lapsing in the future.

If at any time the amounts paid under the policy exceed the limit for avoiding such MEC treatment, this excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustment in the death benefit and/or Accumulated Value shall be made as of such date. This excess amount, including any interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the minimum amount necessary to avoid Modified Endowment Contract classification. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract include, but are not limited to, an elective reduction in the Total Face Amount, a Death Benefit Option change that would cause a reduction in the Total Face Amount, and a withdrawal that would cause a reduction in the Total Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original Total Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

Compliance – We reserve the right to make any change to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this policy is delivered. You have the right to refuse any such change.

“Standard & Poor's®” and “Standard & Poor's 500” is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by Pacific Life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product. (“Product” refers to the product provided by this policy.)

INDEX

Subject	Page	Subject	Page
Accounts	6	MEC	22
Accumulated Value	6, 11	Misstatement	21
Additional Insured	6	Modified Endowment Contract	11, 22
Administrative Charge	14	Monthly Deduction	14
Administrative Office	6	Monthly Deduction End Date	6
After the Monthly Deduction End Date	21	Monthly Payment Date	6
Age	6	Net Accumulated Value	6
Annual Report	21	Net Amount at Risk	7
Application	6	Net Cash Surrender Value	17
Assignment	19	Net Premium	7
Automatic Transfers	13	No Lapse Credit	15
Basis of Values	22	Non-Participating	20
Beneficiary	19	Owner	19
Business Day	6	Planned Premium	10
Cash Surrender Value	17	Policy Change Limit	10
Cash Value Accumulation Test	8	Policy Charges	14
Class	6	Policy Date	7
Closing Value	12	Policy Debt	7
Code	6	Policy Illustrations	22
Cost of Insurance Charge	14	Policy Loans	19
Cost of Insurance Rates	14	Policy Specifications	7
Coverage Charge	14	Premium Limitation	10
Coverage Layers	6	Premium Load	10
Death Benefit	7	Premiums	10
Death Benefit Options	8	Reinstatement	16
Death Benefit Proceeds	8	Risk Class	7
Death Benefit Qualification Test	8	Segment Creation	12
Deductions	12	Segment Date	12
Entire Contract	20	Segment Guaranteed Interest	13
Evidence of Insurability	6, 21	Segment Guaranteed Interest Credit	13
Face Amount	6	Segment Indexed Interest	14
Face Amount Decrease	9	Segment Indexed Interest Credit	14
Face Amount Increase	9	Segment Maturity	13
Grace Period	16	Segment Maturity Value	14
Guideline Premium Limit	10	Segment Term	13
Guideline Premium Test	8	Segment Value	13
In Force	6, 7	Short-Term No Lapse Period	15
Income Benefits	18	Short-Term No Lapse Premium	15
Incontestability	20	Suicide Exclusion	20
Index	12	Summary Description	5
Indexed Account	12	Surrender	17
Indexed Account Value	12	Surrender Charge	17
Insured	6	Survivor	7
Insureds	6	Tax Qualification as Life Insurance	22
Lapse	16	Timing of Payments	21
Loan Amount Available	19	Total Face Amount	7
Loan Collateral Account	19	Transfer Dates	12
Loan Collateral Account Value	12	Transfer Instructions	13
Loan Interest	19	Transfers by Written Request	13
Loan Repayment	19	Withdrawal	17
Lockout Period	14	Written Request	7
Maturity	21		



PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise Drive • Aliso Viejo, CA 92656

LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable When Both Insureds Have Died**
(There Is No Death Benefit On The First Death Of The Two Insureds)
- **Net Cash Surrender Value Payable Upon Surrender**
- **Optional Indexed Feature**
- **Adjustable Face Amount**
- **Flexible Premiums**
- **Non-Participating**

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Disability Insurance Guaranty Association
c/o The Liquidation Division
1200 West Third Street (Third & Cross)
Little Rock, Arkansas 72201-1904

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety net is called the Arkansas Life and Disability Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$100,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

READABILITY CERTIFICATION

Form Filing for: **Pacific Life Insurance Company**

Policy Form Number(s): P09IEP
R09SVERL
R09ARI

Form Name(s): Last Survivor Indexed Universal Life Insurance
SVER Term Insurance Rider – Last Survivor
Annual Renewable Term Rider

Flesch Score(s): 50.1
55.3
53.6

(Flesch test was made for entire form, not for selected samples.)

Test type: 10 point

I certify that in my judgment this filing is:

- READABLE (simple sentence structure – shortness of sentences – use of common words – avoidance of legal and technical terms to greatest possible extent and defining of those terms which cannot be avoided – minimum of cross-references).
- LEGIBLE (ample type size for text with contrasting type for headings and subheadings – ample space between lines – ample white space in margins and between section – ample ink-to-paper contrast).
- IN LOGICAL ORDER AND FORMAT (table of contents or index included – sections and subsections self-contained and arranged in logical flow – extensive use of headings and subheadings to facilitate location of particular items – outline form used where desirable for clarity).

I believe this filing:

- Meets or exceeds the requirements of the policy readability legislation already enacted in numerous states; and
- Meets or exceeds the requirements of the NAIC Model Bill on language simplification.

Signed for the Company at Newport Beach, California on

10/21/2008



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive, Aliso Viejo, California 92656

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

RE: Form P08PI3 and P08PIM _____

I hereby **certify**, as required by the Agent Education section of the Arkansas External-Indexed Contract Guidelines, that the contract noted will not be solicited by any person who is not trained and qualified

Signed for the Company at Aliso Viejo, California on _____ October 30, 2008



SIGNATURE

Alyce F Peterson

NAME

Vice President, Marketing Services

TITLE

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive · Aliso Viejo · CA · 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09IEP

I hereby certify that this form satisfies the Arkansas External-Indexed Contract Guidelines' requirement that "the company will establish and maintain a detailed file defining the system for hedging. Results of regular analysis of the effectiveness of the system should be made a part of the file."

Signed for the Company at Aliso Viejo, California on October 23, 2008



SIGNATURE

Jim Chu, FSA, MAAA

NAME

Assistant Vice President

TITLE

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive, Aliso Viejo, CA 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09IEP

As required by the "DISCLOSURE AND ADVERTISING" section of the External Indexed Contract Guidelines, I certify that:

- *"The contract summary disclosure provides the following:*
 - *a simplified explanation of the key elements of the contract;*
 - *appropriate examples showing the method of calculating the index credit (any examples that use values other than guaranteed values must be identified as hypothetical values that do not attempt to predict actual future values);*
 - *prominent display of any surrender charges;*
 - *prominent display of any limitation, restriction, penalty or charge for transfers during a term;*
 - *a statement emphasizing the insurance nature of the contract and that the contract is not a variable contract or other type of investment contract."*
- *"The contract summary disclosure has been reviewed to assure that it is in no way deceptive, confusing, or misleading and contains at least the items detailed above."*

Signed for the Company at Aliso Viejo, California on

October 30, 2008



SIGNATURE

Daniel Crain

NAME

Manager, Product Compliance, Life Division

TITLE

Contact Person:

Jill Dease
Senior Analyst, Product Compliance, 800-800-7681, extension 7081