

SERFF Tracking Number: PACL-125952629 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 41151
Company Tracking Number: 20-19500
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Guaranteed Protection Advantage 5 Rider (Informational Filing)
Project Name/Number: Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19500

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Guaranteed Protection Advantage 5 Rider (Informational Filing)

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: PACL-125952629 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 41151

Co Tr Num: 20-19500

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Authors: Larry Gardner, Karima

Disposition Date: 12/23/2008

Rajan, Maysy Vang, Brian Deleget,

Karen Givens

Date Submitted: 12/17/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Protection Advantage 5 Rider (Informational Status of Filing in Domicile: Authorized Filing)

Project Number: 20-19500

Date Approved in Domicile:

Requested Filing Mode: Informational

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: 12/23/2008

State Status Changed: 12/23/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

NAIC: 67466

FEIN: 95-1079000

To the Individual Life Insurance Department of Arkansas

SERFF Tracking Number: PACL-125952629 *State:* Arkansas
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INFORMATIONAL FILING

Form Number Form Description

20-19500 Guaranteed Protection Advantage 5 Rider

On 1/24/2003, the Department approved the above referenced rider for use with various individual flexible premium deferred variable annuity contracts.

The current rider annual charge percentage is 0.40%, not to exceed a maximum annual charge percentage of 0.75%.

We are hereby notifying the Department that effective January 1, 2009, the annual charge will be .55%. The annual charge will be effective for new issues, and for in-force contracts when either an automatic or owner-elected reset of the guaranteed protection amount occurs.

Attached for your records is a copy of the rider with the new annual charge percentage.

Except as described above, no other changes have been made to the form.

Should you have any questions or require additional information, please call toll-free (866) 746-2724 ext 3281.

Sincerely,

Karen Givens
Sr. Compliance Analyst
Annuities & Mutual Funds
Email: amfproduct.filing@pacificlife.com

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Company and Contact

Filing Contact Information

Karima Rajan, Compliance Specialist karima.rajan@pacificlifec.com
 700 Newport Center (402) 574-3280 [Phone]
 Newport Beach, CA 92660 (402) 574-3256[FAX]

Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska
 700 Newport Center Drive Group Code: 709 Company Type: Annuities
 Newport Beach, CA 92660-6397 Group Name: State ID Number:
 (800) 722-2333 ext. [Phone] FEIN Number: 95-1079000

Filing Fees

Fee Required? Yes
 Fee Amount: \$20.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$20.00	12/17/2008	24596982

SERFF Tracking Number: PACL-125952629 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/23/2008	12/23/2008

SERFF Tracking Number: *PACL-125952629* *State:* *Arkansas*
Filing Company: *Pacific Life Insurance Company* *State Tracking Number:* *41151*
Company Tracking Number: *20-19500*
TOI: *A10 Annuities - Other* *Sub-TOI:* *A10.000 Annuities - Other*
Product Name: *Guaranteed Protection Advantage 5 Rider (Informational Filing)*
Project Name/Number: *Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19500*

Disposition

Disposition Date: 12/23/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-125952629 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 41151
 Company Tracking Number: 20-19500
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Guaranteed Protection Advantage 5 Rider		Yes

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Form Schedule

Lead Form Number: 20-19500

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	20-19500	Policy/Cont Guaranteed ract/Fratern Protection Advantage al 5 Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	R195.pdf R195Redlined .pdf



PACIFIC LIFE

Pacific Life Insurance Company

700 Newport Center Drive
Newport Beach, CA 92660

A Stock Company

GUARANTEED PROTECTION ADVANTAGE 5 RIDER

Pacific Life Insurance Company has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Effective Date of this Rider or on a Step-Up Date.

Guaranteed Protection Advantage – You have purchased a Guaranteed Protection Advantage 5 Rider. Subject to the terms and conditions described herein, we will increase the Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, provided:

- (a) the age of each Annuitant is 85 or younger on the date of purchase; and
- (b) the date of purchase is at least ten (10) years prior to the Annuity Date.

The date of purchase is the Effective Date of the Rider as shown on Page 3.

For the Contract Value to be increased to the Guaranteed Protection Amount, the entire Contract Value must be invested for the entire Term according to an asset allocation program established and maintained by us for this Rider.

Guaranteed Protection Charge – An annual charge (Guaranteed Protection Charge) for expenses related to this Rider will be deducted from the Investment Options on a proportionate basis. The Guaranteed Protection Charge will be deducted, in arrears, on each Contract Anniversary that this Rider remains in effect.

If this Rider terminates for reasons other than for death or annuitization, the entire Guaranteed Protection Charge for the Contract Year will be deducted from the Contract Value on the effective date of termination.

The Guaranteed Protection Charge is equal to [0.55%] multiplied by the Contract Value on the day the charge is deducted. The Guaranteed Protection Charge is guaranteed not to change during the Term, unless you elect a Step-Up in the Guaranteed Protection Amount.

Any portion of the Guaranteed Protection Charge we deduct from any of our fixed rate General Account options (if available under the Contract) will not be greater than the annual interest credited in excess of 3%.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Contract Value at the start of the Term;
- (b) is 100% of each subsequent Purchase Payment paid to the Contract during the first year of the Term, provided the Contract allows for subsequent Purchase Payments after the first Contract Year; and
- (c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Contract Value immediately prior to the withdrawal.

For purposes of determining the Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Contract Value is equal to the Initial Purchase Payment; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Contract Value is equal to the Contract Value on that Contract Anniversary or on that Step-Up Date.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Contract Value as of the Step-Up Date.

The Guaranteed Protection Charge may change if you elect a Step-Up in the Guaranteed Protection Amount. However, the Guaranteed Protection Charge will never exceed the Guaranteed Protection Charge currently being offered for this same benefit under newly issued riders. If the Guaranteed Protection Amount is never stepped-up, the Guaranteed Protection Charge established on the Effective Date of this Rider is guaranteed not to change.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within thirty (30) days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect:

- (a) another Step-Up may not be elected until on or after the fifth (5th) anniversary of the latest Step-Up Date; and
- (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date.

We will provide you with written confirmation of your Step-Up election.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies during the Term and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – This Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

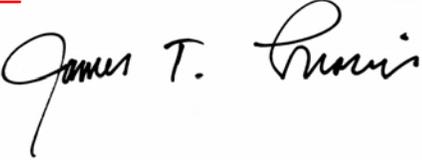
- (a) the Contract Anniversary immediately following the day any portion of the Contract Value is no longer invested according to an asset allocation program established and maintained by us for this Rider;
- (b) the Contract Anniversary immediately following the day we receive notification from you to terminate this Rider;
- (c) the date a full withdrawal of the amount available for withdrawal is made under the Contract;
- (d) the date of the first death of an Owner or the date of death of the last surviving Annuitant;
- (e) the date the Contract is terminated in accordance with the provisions of the Contract; or
- (f) the Annuity Date.

Effective Date – This Rider is effective on the date shown below.

Effective Date: [date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
A Stock Company

GUARANTEED PROTECTION ADVANTAGE 5 RIDER

Pacific Life Insurance Company has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Step-Up – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Contract Value, determined as of a Step-Up Date.

Step-Up Date – Any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider on which you elect a Step-Up in the Guaranteed Protection Amount.

Term – The ten (10) year period beginning on the Effective Date of this Rider or on a Step-Up Date.

Guaranteed Protection Advantage – You have purchased a Guaranteed Protection Advantage 5 Rider. Subject to the terms and conditions described herein, we will increase the Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, provided:

- (a) the age of each Annuitant is 85 or younger on the date of purchase; and
- (b) the date of purchase is at least ten (10) years prior to the Annuity Date.

The date of purchase is the Effective Date of the Rider as shown on Page 3.

For the Contract Value to be increased to the Guaranteed Protection Amount, the entire Contract Value must be invested for the entire Term according to an asset allocation program established and maintained by us for this Rider.

Guaranteed Protection Charge – An annual charge (Guaranteed Protection Charge) for expenses related to this Rider will be deducted from the Investment Options on a proportionate basis. The Guaranteed Protection Charge will be deducted, in arrears, on each Contract Anniversary that this Rider remains in effect.

If this Rider terminates for reasons other than for death or annuitization, the entire Guaranteed Protection Charge for the Contract Year will be deducted from the Contract Value on the effective date of termination.

| The Guaranteed Protection Charge is equal to [0.525%] multiplied by the Contract Value on the day the charge is deducted. The Guaranteed Protection Charge is guaranteed not to change during the Term, unless you elect a Step-Up in the Guaranteed Protection Amount.

Any portion of the Guaranteed Protection Charge we deduct from any of our fixed rate General Account options (if available under the Contract) will not be greater than the annual interest credited in excess of 3%.

Guaranteed Protection Amount – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Contract Value at the start of the Term;
- (b) is 100% of each subsequent Purchase Payment paid to the Contract during the first year of the Term, provided the Contract allows for subsequent Purchase Payments after the first Contract Year; and
- (c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Contract Value immediately prior to the withdrawal.

For purposes of determining the Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Contract Value is equal to the Initial Purchase Payment; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Contract Value is equal to the Contract Value on that Contract Anniversary or on that Step-Up Date.

Election of Step-Up in Guaranteed Protection Amount – You may elect, on any Contract Anniversary beginning with the fifth (5th) anniversary of the Effective Date of this Rider and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Contract Value as of the Step-Up Date.

The Guaranteed Protection Charge may change if you elect a Step-Up in the Guaranteed Protection Amount. However, the Guaranteed Protection Charge will never exceed the Guaranteed Protection Charge currently being offered for this same benefit under newly issued riders. If the Guaranteed Protection Amount is never stepped-up, the Guaranteed Protection Charge established on the Effective Date of this Rider is guaranteed not to change.

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within thirty (30) days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect:

- (a) another Step-Up may not be elected until on or after the fifth (5th) anniversary of the latest Step-Up Date; and
- (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date.

We will provide you with written confirmation of your Step-Up election.

Additional Amount – On the last day of the Term, we will apply an additional amount to the Contract if the Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies during the Term and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

Termination of Rider – This Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

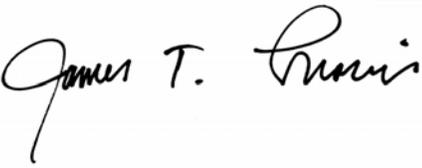
- (a) the Contract Anniversary immediately following the day any portion of the Contract Value is no longer invested according to an asset allocation program established and maintained by us for this Rider;
- (b) the Contract Anniversary immediately following the day we receive notification from you to terminate this Rider;
- (c) the date a full withdrawal of the amount available for withdrawal is made under the Contract;
- (d) the date of the first death of an Owner or the date of death of the last surviving Annuitant;
- (e) the date the Contract is terminated in accordance with the provisions of the Contract; or
- (f) the Annuity Date.

Effective Date – This Rider is effective on the date shown below.

Effective Date: [date]

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary

SERFF Tracking Number: PACL-125952629 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 41151
Company Tracking Number: 20-19500
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Guaranteed Protection Advantage 5 Rider (Informational Filing)
Project Name/Number: Guaranteed Protection Advantage 5 Rider (Informational Filing)/20-19500

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-125952629 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 41151
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Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

12/17/2008

Comments:

Attachments:

AR 195 Reg 6 Cert.pdf
AR 195 Reg 19 Cert.pdf

Review Status:

Satisfied -Name: Statement of Variability

12/17/2008

Comments:

Attachment:

R195 SOV.pdf

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

Form Number(s):

Form Description(s):

20-19500

Guaranteed Protection Advantage 5 Rider (informational filing)

I, Nancy A Hill, hereby provide our assurance that Rule and Regulation 6 has been reviewed and the above form(s) are in compliance said Rule and Regulation 6 as well as all other applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A Hill
Name

Assistant Vice President
Title

12/17/2008
Date

Contact Person:

Karima Rajan
Compliance Analyst
Product Compliance
Email: amfproduct.filing@pacificlife.com
866-746-2724 ext 3280

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

Form Number(s):

20-19500

Form Description(s):

Guaranteed Protection Advantage 5 Rider (informational filing)

I, Nancy A Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A Hill

Name

Assistant Vice President

Title

12/17/2008

Date

Contact Person:

Karima Rajan
Compliance Analyst
Product Compliance
Email: amfproduct.filing@pacificlife.com
866-746-2724 ext 3280

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

Form Number

Form Description

20-195

Guaranteed Protection Advantage 5 Rider

This Statement of Variability identifies and explains the bracketed material contained in the above referenced form.

Rider Form No. 20-195

1. **Company Address** – In the event of a change in the company address, the new address will be shown.
2. **Annual Charge** – The annual charge percentage may change for new issues of the above referenced rider from time to time. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 0.75%.
3. **Effective Date** – The Rider is effective on the purchase date.
4. **Company Officer's Signatures and Titles** – In the event of a change in company officers, the new company officer's signature and title will be shown.

Except as otherwise described above, no other bracketed material appears within the form.

Company Contact Person

For inquires regarding this Statement of Variability, please contact:

Karen Givens, Sr. Compliance Analyst
Pacific Life Insurance Company
Email: amfproduct.filing@pacificlife.com
Toll Free: 866-746-2724 x 3281
Direct: 402-574-3281

Date Prepared: 12/17/2008