

SERFF Tracking Number:	PALD-125690110	State:	Arkansas
Filing Company:	Pacific Life Insurance - Life Division	State Tracking Number:	39324
Company Tracking Number:	P08SP6		
TOI:	L06I Individual Life - Variable	Sub-TOI:	L06I.202 Joint (Last Survivor) - Flexible Premium
Product Name:	P08SP6		
Project Name/Number:	P08SP6/P08SP6		

Filing at a Glance

Company: Pacific Life Insurance - Life Division

Product Name: P08SP6

TOI: L06I Individual Life - Variable

Sub-TOI: L06I.202 Joint (Last Survivor) - Flexible Premium

Filing Type: Form

SERFF Tr Num: PALD-125690110

SERFF Status: Closed

Co Tr Num: P08SP6

Co Status:

Author: Jill Dease

Date Submitted: 06/16/2008

State: ArkansasLH

State Tr Num: 39324

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 06/25/2008

Disposition Status: Approved

Implementation Date:

Implementation Date Requested: 11/01/2008

State Filing Description:

General Information

Project Name: P08SP6

Project Number: P08SP6

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/25/2008

State Status Changed: 06/25/2008

Corresponding Filing Tracking Number: P08SP6

Filing Description:

Re: 2001 CSO Filing ...

Form P08SP6, Last Survivor Variable Universal Life Insurance Policy

Form P08S6M, Last Survivor Variable Universal Life Insurance Policy

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

We are submitting the above referenced individual (non-group) life insurance forms in final print for your approval.

These are new last survivor variable life policy forms, which do not replace any previously approved forms. Each of the

SERFF Tracking Number: PALD-125690110 *State:* Arkansas
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Product Name: P08SP6
Project Name/Number: P08SP6/P08SP6

policy forms has been developed under the 2001 CSO mortality table. The sample policies display 2001 CSO rates in all years. Policy form P08SP6 is identical to form P08S6M, except the Coverage Charges and Surrender Charges are different for the two policies, and the latter is available only to a specified distribution system; one for which some proprietary funds are available. These forms are being submitted in Nebraska, our state of domicile, and in all other states where Pacific Life is licensed and which require such submissions.

The following pertain to this submission:

- Actuarial memorandums are included.
- Issue Ages are 20-90. Minimum issue amount is \$100,000.
- Policies subject to the Norris vs. Arizona decision will be issued as unisex.
- The policy forms are variable life forms, and thus exempt from the readability requirements of your state.
- These forms will be marketed through our licensed producers. The target release is 11/1/08, or upon approval.
- The forms will be used mainly with application #A06IUW, approved 9/29/06.
- If a filing fee is required, it is handled in the usual manner and any required certification forms are enclosed.
- The policies are intended to be used with the riders that were approved for use with P07PE3, approved on .
- The free look number of days showing on the cover will be extended, if needed, for replacements in your state.
- For those states having adopted the NAIC Model Illustration Reg, please note that this filing is exempt from the requirements of the regulation (Illustrations Actuary's Certification, etc.) since this is variable life.

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) 800-7681, extension 7081.

Sincerely,

Jill Dease
Compliance Analyst, Product Compliance, Life Division

Company and Contact

SERFF Tracking Number: PALD-125690110 State: Arkansas
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 TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium
 Product Name: P08SP6
 Project Name/Number: P08SP6/P08SP6

Filing Contact Information

Jill Dease, Compliance Analyst Jill.Klinger@pacificlife.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 per filing if policy is included
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance - Life Division	\$50.00	06/16/2008	20926657

SERFF Tracking Number: PALD-125690110 State: Arkansas
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 Product Name: P08SP6
 Project Name/Number: P08SP6/P08SP6

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/25/2008	06/25/2008

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	06/24/2008	06/24/2008	Jill Dease	06/24/2008	06/24/2008

SERFF Tracking Number: PALD-125690110 *State:* Arkansas
Filing Company: Pacific Life Insurance - Life Division *State Tracking Number:* 39324
Company Tracking Number: P08SP6
TOI: L061 Individual Life - Variable *Sub-TOI:* L061.202 Joint (Last Survivor) - Flexible
Premium
Product Name: P08SP6
Project Name/Number: P08SP6/P08SP6

Disposition

Disposition Date: 06/25/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PALD-125690110 State: Arkansas
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 Company Tracking Number: P08SP6
 TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium
 Product Name: P08SP6
 Project Name/Number: P08SP6/P08SP6

Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Certification/Notice		Yes
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Form (revised)	Last Survivor Variable Life Insurance		Yes
Form	Last Survivor Variable Life Insurance		Yes
Form (revised)	Last Survivor Variable Life Insurance		Yes
Form	Last Survivor Variable Life Insurance		Yes

SERFF Tracking Number: PALD-125690110 State: Arkansas
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Company Tracking Number: P08SP6
TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium
Product Name: P08SP6
Project Name/Number: P08SP6/P08SP6

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/24/2008
Submitted Date 06/24/2008

Respond By Date

Dear Jill Dease,

This will acknowledge receipt of the captioned filing.

Objection 1

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

Comment: Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

The payment of interest on the proceeds from date of death is required at a rate of 8% as described in 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 06/24/2008
Submitted Date 06/24/2008

Dear Linda Bird,

Comments:

Response 1

Comments: I have attached our certification of compliance with Reg. 33.

SERFF Tracking Number: PALD-125690110 State: Arkansas
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I have also attached revised forms stating that, "We will pay interest on the Proceeds from the date of death at a rate not less than the rate required by applicable law."

Please feel free to contact me with any additional questions.

Thank you,

Jill Dease

Related Objection 1

Applies To:

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

Comment:

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

The payment of interest on the proceeds from date of death is required at a rate of 8% as described in 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 Variable Life Insurance	P08SP6		Policy/Contract/Fraternal Certificate	Initial		0	P08SP6A R.pdf
Previous Version							
Last Survivor Variable Life Insurance	P08SP6		Policy/Contract/Fraternal Certificate	Initial		0	P08SP6A R.pdf
Last Survivor Variable	P08S6M		Policy/Contract/Fraternal	Initial		0	P08S6MA

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 Product Name: P08SP6
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Form Schedule

Lead Form Number: P08SP6

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P08SP6	Policy/Cont	Last Survivor Variable Initial ract/Fratern Life Insurance al Certificate	Initial		0	P08SP6AR.pdf
	P08S6M	Policy/Cont	Last Survivor Variable Life ract/Fratern Variable Life al Insurance Certificate	Initial		0	P08S6MAR.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.

Variable account values are not guaranteed, and may increase or decrease depending upon variable account investment experience.

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 the investment experience of the Variable Accounts.

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, Cost of Insurance Rates, and the investment performance of the Variable Accounts, the policy may not continue In Force; that is, it may lapse before any Death Benefit is payable when both Insureds have died. 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 VARIABLE 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**
- **Adjustable Face Amount**
- **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	\$100,000
POLICY DATE:	NOVEMBER 1, 2008	OWNER:	LELAND STANFORD

Free Look Right – You may return this policy within 10 days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund:

- any Premium Load deducted from premiums received; plus
- any Net Premium allocated to the Fixed Options; plus
- the Variable Accumulated Value as of the end of the Valuation Day when we receive the policy; plus
- any policy charges and fees deducted from the Variable Accounts.

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POLICY SPECIFICATIONS

BASE POLICY: LAST SURVIVOR VARIABLE UNIVERSAL LIFE INSURANCE

PREMIUMS:	PLANNED ANNUAL PREMIUM	=	\$	934.14
	7-PAY PREMIUM	=		2,195.74
	GUIDELINE SINGLE PREMIUM	=		10,870.81
	GUIDELINE LEVEL PREMIUM	=		934.14

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

DEATH BENEFIT OPTION: A

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.50% ANNUALLY. ANY EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR

NET AMOUNT AT RISK FACTOR: 1.0020598

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

MAXIMUM PREMIUM LOAD RATE: 7.00%

ADMINISTRATIVE CHARGE PER MONTH: \$10.00

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT:	\$508.00
REDUCTION FACTOR:	\$50.80
END YEAR:	10 YEARS

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P08SP6

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

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 \$1000.00 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.00000
2	0.00002
3	0.00004
4	0.00008
5	0.00012
6	0.00018
7	0.00026
8	0.00035
9	0.00047
10	0.00062
11	0.00576
12	0.00721
13	0.00902
14	0.01096
15	0.01334
16	0.01623
17	0.01978
18	0.02433
19	0.02984
20	0.03666
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	0.19920
30	0.23754
31	0.28193
32	0.33246
33	0.38972
34	0.45599
35	0.53092
36	0.61999
37	0.72484
38	0.85433
39	1.00190
40	1.17004
41	1.36387
42	1.58573
43	1.84449
44	2.14717

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 \$1000.00 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	2.49885
46	2.89820
47	3.39701
48	3.95876
49	4.56965
50	5.26077
51	6.04684
52	6.86278
53	7.89660
54	9.01714
55	10.22616
56	11.41072
57	12.25345
58	13.40474
59	14.89316
60	16.70896
61	18.95441
62	21.13368
63	23.47127
64	24.19692
65	25.71127
66	27.93339
67	30.28767
68	32.98136
69	36.07624
70	39.64407
71	43.70880
72	48.12542
73	52.93332
74	58.09306
75	63.84006
76	70.17391
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 MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
1	35.10
2	35.10
3	35.10
4	35.10
5	35.10
6	35.10
7	35.10
8	35.10
9	35.10
10	35.10
11	10.56
12	10.56
13	10.56
14	10.56
15	10.56
16	10.56
17	10.56
18	10.56
19	10.56
20	10.56
21	10.56
22	10.56
23	10.56
24	10.56
25	10.56
26	10.56
27	10.56
28	10.56
29	10.56
30	10.56
31	10.56
32	10.56
33	10.56
34	10.56
35	10.56
36	10.56
37	10.56
38	10.56
39	10.56
40	10.56
41	10.56
42	10.56
43	10.56
44	10.56

POLICY SPECIFICATIONS

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

POLICY YEAR	COVERAGE CHARGE
45	10.56
46	10.56
47	10.56
48	10.56
49	10.56
50	10.56
51	10.56
52	10.56
53	10.56
54	10.56
55	10.56
56	10.56
57	10.56
58	10.56
59	10.56
60	10.56
61	10.56
62	10.56
63	10.56
64	10.56
65	10.56
66	10.56
67	10.56
68	10.56
69	10.56
70	10.56
71	10.56
72	10.56
73	10.56
74	10.56
75	10.56
76	10.56
77	10.56
78	10.56
79	10.56
80	10.56
81	10.56
82	10.56
83	10.56
84	10.56
85	10.56
86	10.56
87+	0

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 provide emphasis.

Accumulated Value – is the total amount of your policy's value allocated to the Variable Accounts and the Fixed Options, plus the Loan Account Value, on any Valuation Day.

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the application. If the address changes, we will send you written notice of the new address.

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

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.

Basic Coverage – is coverage on the Insureds provided by this policy as shown in the Policy Specifications, rather than coverage provided by rider.

Class – is used in determining policy charges, and interest credited to the Fixed Options, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the 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.

Fixed Options - consist of the Fixed Account and the Fixed LT Account, which are part of our general account.

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.

Investment Options – consist of the Variable Accounts and the Fixed Options.

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

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 any 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 shown in the Policy Specifications. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account Value and 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 the Insureds' sex, health, tobacco use, and other factors. The Risk Classes of the Insureds are shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

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 coverage on the Insureds, unless specifically excluded. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications.

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a separate account of ours or a subaccount of a separate account of ours in which assets are segregated from assets in our general account and our other separate accounts. Premiums and Accumulated Value under this policy may be allocated to one or more Variable Accounts.

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 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 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 the 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 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. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

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 Insureds’ deaths consisting of a certified copy of the death certificate 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; and (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 law. 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 – 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 for each Insured to be evaluated.

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 Classes 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.

Face Amount Decrease – You may decrease the Face Amount by Written Request, subject to these limits:

- Only one decrease per policy year is allowed.
- A decrease during the first policy year is not allowed.
- The amount of the decrease must be at least \$10,000.
- The Face Amount remaining after a decrease must be at least \$1000 and the Total Face Amount remaining after a decrease must be at least \$100,000.

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 your registered 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 your registered representative 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.

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 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.

Premium Allocation Before the Policy is In Force – Any Net Premium we receive before your policy has been placed In Force, will be allocated to the Money Market Variable Account. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value in the Money Market Variable Account will be transferred to the Investment Options according to the most recent premium allocation instructions we received from you.

Premium Allocation When the Policy is In Force - Any Net Premium we receive when your policy is In Force will be allocated to the Investment Options according to the most recent premium allocation instructions we received from you.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Accumulated Value.

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 the Guideline Premium Test is the Death Benefit Qualification Test for your policy. In order for this policy to be classified as a life insurance contract 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 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 Face Amount of insurance or certain other policy benefits or 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 qualify as a life insurance contract 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 necessary to continue to qualify this policy as a life insurance contract 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 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. We reserve the right to revise the 7-Pay Premium 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 is defined on each Valuation Day and is the sum of:

- the Fixed Accumulated Value; plus
- the Variable Accumulated Value; plus
- the Loan Account Value.

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Option. On the Policy Date, the policy's Accumulated Value in each Fixed Option is equal to the Net Premium allocated to that Fixed Option less any allocation of the initial Monthly Deduction from that Fixed Option.

After the Policy Date, we calculate the Accumulated Value in each Fixed Option as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for the Fixed Options shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Option may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year. The Accumulated Value for each Fixed Option on any Valuation Day is the following, including interest on each:

- the Accumulated Value for the Fixed Option on the prior Monthly Payment Date;
- plus the amount of any Net Premium received and allocated to the Fixed Option since the last Monthly Payment Date;
- plus the amount of any transfer to the Fixed Option, including transfers from the Loan Account, since the last Monthly Payment Date;
- minus the Monthly Deduction and other deductions due, if any, and assessed against the Fixed Option; and
- minus the amount of any withdrawals, or transfers from the Fixed Option, including transfers to the Loan Account, since the last Monthly Payment Date.

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- the amount of any Net Premium received and allocated to the Variable Account; and
- transfers to the Variable Account, including transfers from the Loan Account.

We debit Accumulation Units from each Variable Account as a result of:

- transfers from the Variable Account, including transfers to the Loan Account;
- surrender and withdrawals from the Variable Account; and
- the Monthly Deduction and other deductions due, if any, and assessed against the Variable Account.

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was \$10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and

(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to $(A \div B)$, where:

(A) equals:

- (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account; plus or minus
- (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and

(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

The **Net Asset Value** of the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

Loan Account Value – The Loan Account Value is the amount set aside to secure Policy Debt and is held in the Loan Account. We will credit interest to the Loan Account on a daily basis, using a 365-day year, and the daily equivalent of a minimum annual interest rate equal to the guaranteed interest rate used for the Fixed Account. The Loan Account Value on the Policy Date is equal to any Policy Debt existing at such time. Thereafter, the Loan Account Value is defined on each Valuation Day as the following, including interest on each:

- the Loan Account Value as of the end of the prior Monthly Payment Date;
- plus any loan taken since the prior Monthly Payment Date; and
- minus any loan amount repaid since the prior Monthly Payment Date.

On each policy anniversary, if the Loan Account Value exceeds Policy Debt, the excess will be transferred from the Loan Account to the Investment Options according to your most recent premium allocation instructions, and if Policy Debt exceeds the Loan Account Value, the excess will be transferred from the Investment Options on a proportionate basis to the Loan Account.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the 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 Cost of Insurance Charge;
- the Administrative Charge;
- the Coverage Charge;
- the Asset Charge;
- rider or benefit charges, if any.

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Unless you have made a Written Request to the contrary, the Monthly Deduction will be charged on the Monthly Payment Date proportionately to the Accumulated Value in each Investment Option. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is equal to (1) multiplied by (2), where:
(1) is the Maximum Monthly Cost of Insurance Rate divided by 1000; and
(2) is the Net Amount at Risk.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates are shown in the Policy Specifications. We may use Cost of Insurance Rates less than the maximum rates. Any lesser rate will apply uniformly to all members of the same Class.

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

Coverage Charge - The Coverage Charge is based on the Face Amount of the policy as of the Policy Date and will not exceed the Maximum Monthly Coverage Charge shown in the Policy Specifications. The Coverage Charge will not decrease even if you decrease the Face Amount of the policy.

Asset Charge - The Asset Charge is equal to the Monthly Asset Charge Rate multiplied by the Unloaned Accumulated Value. The Unloaned Accumulated Value is equal to $a - b$ where:

- a = the Accumulated Value at the beginning of the policy month before the current Monthly Deduction is charged; and
- b = the Loan Account Value.

The Monthly Asset Charge Rate is:

- 0.000375 (equivalent to 0.45% annually) for the first \$25,000 of Unloaned Accumulated Value; plus
- 0.000042 (equivalent to 0.05% annually) for any Unloaned Accumulated Value in excess of \$25,000.

Other Taxes – In addition to the charges imposed under the policy, we reserve the right to make a charge for federal, state or local taxes that may be attributable to the Variable Accounts or to our operations with respect to this policy if we incur any such taxes.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Accumulated Value less Policy Debt on a Monthly Payment Date is sufficient to cover the Monthly Deduction due, the policy will continue In Force. If the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due, 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 the monthly charges not deducted plus 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 will be equal to the death benefit as of the beginning of the Grace Period 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 satisfactory to us;
- 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 Insureds' Ages 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.

TRANSFERS

Transfers – After your initial Premium has been allocated according to your instructions you may, upon Written Request, transfer your Accumulated Value, or a part of it, among the Investment Options as provided in this section. No transfer may be made if the policy is in a Grace Period and the Required Premium has not been paid.

We reserve the right:

- to limit the size of transfers so that each transfer is at least \$500;
- to limit the frequency of transfers, however at least one transfer per quarter will be allowed;
- to require that the remaining balance in any account as a result of a transfer be at least \$500;
- to assess a charge of \$25 for each transfer exceeding 12 per policy year; and
- to otherwise waive or reduce the restrictions on transfers described in this section. You may contact us to find out what restrictions are in effect at any time.

Transfers To The Fixed Options (from the Variable Accounts) – You may transfer to the Fixed Options only during the policy month preceding each policy anniversary, subject to the limitations described in the Allocations To The Fixed Options subsection below. Such transfer may be for any amount up to 100% of the Variable Accumulated Value.

Transfers From The Fixed Account – You may transfer from the Fixed Account an amount up to the greater of \$5,000 or 25% of the Accumulated Value in the Fixed Account, but only one such transfer may be made in any twelve-month period.

Transfers From The Fixed LT Account – You may transfer from the Fixed LT Account an amount up to the greater of \$5,000 or 10% of the Accumulated Value in the Fixed LT Account, but only one such transfer may be made in any twelve-month period.

Allocations To The Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, as follows:

- \$1,000,000 for Net Premiums; and
- \$100,000 for loan repayments and transfers.

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments

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 at our Administrative Office.

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

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

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.

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 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
- we reserve the right to disallow any withdrawal that would result in a Face Amount of less than \$1,000 after the withdrawal.

The amount of each withdrawal and any withdrawal fee will be deducted proportionately from the Investment Options unless you request otherwise.

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 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 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.

TIMING OF PAYMENTS AND TRANSFERS

Variable Accounts – With respect to allocations made to the Variable Accounts, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the Valuation Day on or next following the day on which we receive your instructions. For any portion of death benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Survivor's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from the Variable Accounts, if:

- the New York Stock Exchange is closed on other than customary weekend and holiday closings;
- trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC);

- an emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities; or
- the SEC by order permits postponement for the protection of policy owners.

Fixed Options– With respect to allocations made to the Fixed Options, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from the Fixed Options, for up to six months after we receive your request.

Deferral - If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

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 \$1,000 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 five-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 Cash Surrender Value of this policy. We recommend you consult your tax advisor before requesting a policy loan. Unless you request otherwise, loan amounts will be deducted from the Investment Options on a pro rata basis.

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 – Interest will accrue daily and is due and payable in arrears at the end of each policy year at the maximum annual rate of 2.75%. We may use a lower loan interest rate. Interest not paid when due will be added to the loan principal and bear interest at the same rate.

Loan Repayment – Loans may be repaid at any time while the policy is In Force. 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. An amount equal to the portion of any loan repaid, but not more than the Loan Account Value, will be transferred from the Loan Account to the Investment Options according to your most recent instructions for allocation of premiums. We reserve the right to transfer repayments from the Loan Account to each Fixed Option up to the amount that was originally borrowed from that Fixed Option. Any excess over such amount will be transferred to the Variable Accounts according to your most recent instructions for allocation of premiums.

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our general account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- change or add designated investment companies;
- add, remove or combine Variable Accounts;
- add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account;
- register or deregister any Variable Account under the Investment Company Act of 1940;
- change the classification of any Variable Account;
- operate any Variable Account as a managed investment company or as a unit investment trust;
- combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates;
- transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of policy Owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account;
- change the allocations permitted under the policy;
- terminate and liquidate any Variable Account; and
- make any other change needed to comply with law.

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by 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. 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 Benefit 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, attached copy of the initial Application, including any amendments and endorsements to the Application, any applications for reinstatement, 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 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.

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; and

- withdrawals will not be allowed.

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.

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities 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 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 except in cases where unisex rates are required, in which case sex-blended rates (50% male, 50% female) are used.

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

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 Face Amount, a Death Benefit Option change that would cause a reduction in the Face Amount, and a withdrawal that would cause a reduction in the Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original 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 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.

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PACIFIC LIFE

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

LAST SURVIVOR VARIABLE 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**
- **Adjustable Face Amount**
- **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.

Variable account values are not guaranteed, and may increase or decrease depending upon variable account investment experience.

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 the investment experience of the Variable Accounts.

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, Cost of Insurance Rates, and the investment performance of the Variable Accounts, the policy may not continue In Force; that is, it may lapse before any Death Benefit is payable when both Insureds have died. 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 VARIABLE 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**
- **Adjustable Face Amount**
- **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	\$100,000
POLICY DATE:	NOVEMBER 1, 2008	OWNER:	LELAND STANFORD

Free Look Right – You may return this policy within 10 days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund:

- any Premium Load deducted from premiums received; plus
- any Net Premium allocated to the Fixed Options; plus
- the Variable Accumulated Value as of the end of the Valuation Day when we receive the policy; plus
- any policy charges and fees deducted from the Variable Accounts.

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POLICY SPECIFICATIONS

BASE POLICY: LAST SURVIVOR VARIABLE UNIVERSAL LIFE INSURANCE

PREMIUMS:	PLANNED ANNUAL PREMIUM	= \$	943.77
	7-PAY PREMIUM	=	2,195.68
	GUIDELINE SINGLE PREMIUM	=	10,980.47
	GUIDELINE LEVEL PREMIUM	=	943.77

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

DEATH BENEFIT OPTION: A

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.50% ANNUALLY. ANY EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR

NET AMOUNT AT RISK FACTOR: 1.0020598

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

MAXIMUM PREMIUM LOAD RATE: 8.00%

ADMINISTRATIVE CHARGE PER MONTH: \$10.00

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT:	\$441.00
LEVEL PERIOD:	5 YEARS
REDUCTION FACTOR:	\$88.20
END YEAR:	10 YEARS

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P08S6M

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

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 \$1000.00 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.00000
2	0.00001
3	0.00003
4	0.00006
5	0.00009
6	0.00013
7	0.00020
8	0.00027
9	0.00036
10	0.00047
11	0.00576
12	0.00721
13	0.00902
14	0.01096
15	0.01334
16	0.01623
17	0.01978
18	0.02433
19	0.02984
20	0.03666
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	0.19920
30	0.23754
31	0.28193
32	0.33246
33	0.38972
34	0.45599
35	0.53092
36	0.61999
37	0.72484
38	0.85433
39	1.00190
40	1.17004
41	1.36387
42	1.58573
43	1.84449
44	2.14717

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 \$1000.00 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	2.49885
46	2.89820
47	3.39701
48	3.95876
49	4.56965
50	5.26077
51	6.04684
52	6.86278
53	7.89660
54	9.01714
55	10.22616
56	11.41072
57	12.25345
58	13.40474
59	14.89316
60	16.70896
61	18.95441
62	21.13368
63	23.47127
64	24.19692
65	25.71127
66	27.93339
67	30.28767
68	32.98136
69	36.07624
70	39.64407
71	43.70880
72	48.12542
73	52.93332
74	58.09306
75	63.84006
76	70.17391
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 MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGEINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
1	35.04
2	35.04
3	35.04
4	35.04
5	35.04
6	35.04
7	35.04
8	35.04
9	35.04
10	35.04
11	10.52
12	10.52
13	10.52
14	10.52
15	10.52
16	10.52
17	10.52
18	10.52
19	10.52
20	10.52
21	10.52
22	10.52
23	10.52
24	10.52
25	10.52
26	10.52
27	10.52
28	10.52
29	10.52
30	10.52
31	10.52
32	10.52
33	10.52
34	10.52
35	10.52
36	10.52
37	10.52
38	10.52
39	10.52
40	10.52
41	10.52
42	10.52
43	10.52
44	10.52

POLICY SPECIFICATIONS

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

POLICY YEAR	COVERAGE CHARGE
45	10.52
46	10.52
47	10.52
48	10.52
49	10.52
50	10.52
51	10.52
52	10.52
53	10.52
54	10.52
55	10.52
56	10.52
57	10.52
58	10.52
59	10.52
60	10.52
61	10.52
62	10.52
63	10.52
64	10.52
65	10.52
66	10.52
67	10.52
68	10.52
69	10.52
70	10.52
71	10.52
72	10.52
73	10.52
74	10.52
75	10.52
76	10.52
77	10.52
78	10.52
79	10.52
80	10.52
81	10.52
82	10.52
83	10.52
84	10.52
85	10.52
86	10.52
87+	0

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 provide emphasis.

Accumulated Value – is the total amount of your policy's value allocated to the Variable Accounts and the Fixed Options, plus the Loan Account Value, on any Valuation Day.

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the application. If the address changes, we will send you written notice of the new address.

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

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.

Basic Coverage – is coverage on the Insureds provided by this policy as shown in the Policy Specifications, rather than coverage provided by rider.

Class – is used in determining policy charges, and interest credited to the Fixed Options, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the 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.

Fixed Options - consist of the Fixed Account and the Fixed LT Account, which are part of our general account.

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.

Investment Options – consist of the Variable Accounts and the Fixed Options.

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

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 any 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 shown in the Policy Specifications. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account Value and 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 the Insureds' sex, health, tobacco use, and other factors. The Risk Classes of the Insureds are shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

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 coverage on the Insureds, unless specifically excluded. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications.

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a separate account of ours or a subaccount of a separate account of ours in which assets are segregated from assets in our general account and our other separate accounts. Premiums and Accumulated Value under this policy may be allocated to one or more Variable Accounts.

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 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 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 the 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 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. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

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 Insureds’ deaths consisting of a certified copy of the death certificate 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; and (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 law. 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 – 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 for each Insured to be evaluated.

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 Classes 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.

Face Amount Decrease – You may decrease the Face Amount by Written Request, subject to these limits:

- Only one decrease per policy year is allowed.
- A decrease during the first policy year is not allowed.
- The amount of the decrease must be at least \$10,000.
- The Face Amount remaining after a decrease must be at least \$1000 and the Total Face Amount remaining after a decrease must be at least \$100,000.

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 your registered 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 your registered representative 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.

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 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.

Premium Allocation Before the Policy is In Force – Any Net Premium we receive before your policy has been placed In Force, will be allocated to the Money Market Variable Account. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value in the Money Market Variable Account will be transferred to the Investment Options according to the most recent premium allocation instructions we received from you.

Premium Allocation When the Policy is In Force - Any Net Premium we receive when your policy is In Force will be allocated to the Investment Options according to the most recent premium allocation instructions we received from you.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Accumulated Value.

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 the Guideline Premium Test is the Death Benefit Qualification Test for your policy. In order for this policy to be classified as a life insurance contract 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 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 Face Amount of insurance or certain other policy benefits or 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 qualify as a life insurance contract 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 necessary to continue to qualify this policy as a life insurance contract 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 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. We reserve the right to revise the 7-Pay Premium 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 is defined on each Valuation Day and is the sum of:

- the Fixed Accumulated Value; plus
- the Variable Accumulated Value; plus
- the Loan Account Value.

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Option. On the Policy Date, the policy's Accumulated Value in each Fixed Option is equal to the Net Premium allocated to that Fixed Option less any allocation of the initial Monthly Deduction from that Fixed Option.

After the Policy Date, we calculate the Accumulated Value in each Fixed Option as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for the Fixed Options shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Option may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year. The Accumulated Value for each Fixed Option on any Valuation Day is the following, including interest on each:

- the Accumulated Value for the Fixed Option on the prior Monthly Payment Date;
- plus the amount of any Net Premium received and allocated to the Fixed Option since the last Monthly Payment Date;
- plus the amount of any transfer to the Fixed Option, including transfers from the Loan Account, since the last Monthly Payment Date;
- minus the Monthly Deduction and other deductions due, if any, and assessed against the Fixed Option; and
- minus the amount of any withdrawals, or transfers from the Fixed Option, including transfers to the Loan Account, since the last Monthly Payment Date.

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- the amount of any Net Premium received and allocated to the Variable Account; and
- transfers to the Variable Account, including transfers from the Loan Account.

We debit Accumulation Units from each Variable Account as a result of:

- transfers from the Variable Account, including transfers to the Loan Account;
- surrender and withdrawals from the Variable Account; and
- the Monthly Deduction and other deductions due, if any, and assessed against the Variable Account.

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was \$10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and

(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to $(A \div B)$, where:

(A) equals:

- (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account; plus or minus
- (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and

(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

The **Net Asset Value** of the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

Loan Account Value – The Loan Account Value is the amount set aside to secure Policy Debt and is held in the Loan Account. We will credit interest to the Loan Account on a daily basis, using a 365-day year, and the daily equivalent of a minimum annual interest rate equal to the guaranteed interest rate used for the Fixed Account. The Loan Account Value on the Policy Date is equal to any Policy Debt existing at such time. Thereafter, the Loan Account Value is defined on each Valuation Day as the following, including interest on each:

- the Loan Account Value as of the end of the prior Monthly Payment Date;
- plus any loan taken since the prior Monthly Payment Date; and
- minus any loan amount repaid since the prior Monthly Payment Date.

On each policy anniversary, if the Loan Account Value exceeds Policy Debt, the excess will be transferred from the Loan Account to the Investment Options according to your most recent premium allocation instructions, and if Policy Debt exceeds the Loan Account Value, the excess will be transferred from the Investment Options on a proportionate basis to the Loan Account.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the 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 Cost of Insurance Charge;
- the Administrative Charge;
- the Coverage Charge;
- the Asset Charge;
- rider or benefit charges, if any.

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Unless you have made a Written Request to the contrary, the Monthly Deduction will be charged on the Monthly Payment Date proportionately to the Accumulated Value in each Investment Option. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is equal to (1) multiplied by (2), where:
(1) is the Maximum Monthly Cost of Insurance Rate divided by 1000; and
(2) is the Net Amount at Risk.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates are shown in the Policy Specifications. We may use Cost of Insurance Rates less than the maximum rates. Any lesser rate will apply uniformly to all members of the same Class.

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

Coverage Charge - The Coverage Charge is based on the Face Amount of the policy as of the Policy Date and will not exceed the Maximum Monthly Coverage Charge shown in the Policy Specifications. The Coverage Charge will not decrease even if you decrease the Face Amount of the policy.

Asset Charge - The Asset Charge is equal to the Monthly Asset Charge Rate multiplied by the Unloaned Accumulated Value. The Unloaned Accumulated Value is equal to $a - b$ where:

- a = the Accumulated Value at the beginning of the policy month before the current Monthly Deduction is charged; and
- b = the Loan Account Value.

The Monthly Asset Charge Rate is:

- 0.000375 (equivalent to 0.45% annually) for the first \$25,000 of Unloaned Accumulated Value; plus
- 0.000042 (equivalent to 0.05% annually) for any Unloaned Accumulated Value in excess of \$25,000.

Other Taxes – In addition to the charges imposed under the policy, we reserve the right to make a charge for federal, state or local taxes that may be attributable to the Variable Accounts or to our operations with respect to this policy if we incur any such taxes.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Accumulated Value less Policy Debt on a Monthly Payment Date is sufficient to cover the Monthly Deduction due, the policy will continue In Force. If the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due, 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 the monthly charges not deducted plus 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 will be equal to the death benefit as of the beginning of the Grace Period 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 satisfactory to us;
- 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 Insureds' Ages 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.

TRANSFERS

Transfers – After your initial Premium has been allocated according to your instructions you may, upon Written Request, transfer your Accumulated Value, or a part of it, among the Investment Options as provided in this section. No transfer may be made if the policy is in a Grace Period and the Required Premium has not been paid.

We reserve the right:

- to limit the size of transfers so that each transfer is at least \$500;
- to limit the frequency of transfers, however at least one transfer per quarter will be allowed;
- to require that the remaining balance in any account as a result of a transfer be at least \$500;
- to assess a charge of \$25 for each transfer exceeding 12 per policy year; and
- to otherwise waive or reduce the restrictions on transfers described in this section. You may contact us to find out what restrictions are in effect at any time.

Transfers To The Fixed Options (from the Variable Accounts) – You may transfer to the Fixed Options only during the policy month preceding each policy anniversary, subject to the limitations described in the Allocations To The Fixed Options subsection below. Such transfer may be for any amount up to 100% of the Variable Accumulated Value.

Transfers From The Fixed Account – You may transfer from the Fixed Account an amount up to the greater of \$5,000 or 25% of the Accumulated Value in the Fixed Account, but only one such transfer may be made in any twelve-month period.

Transfers From The Fixed LT Account – You may transfer from the Fixed LT Account an amount up to the greater of \$5,000 or 10% of the Accumulated Value in the Fixed LT Account, but only one such transfer may be made in any twelve-month period.

Allocations To The Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, as follows:

- \$1,000,000 for Net Premiums; and
- \$100,000 for loan repayments and transfers.

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments

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 at our Administrative Office.

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

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

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. During the Level Period, the Surrender Charge is equal to the Initial Amount. After the Level Period, 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, Level Period, Reduction Factor and End Year are shown in the Table of Surrender Charge Factors in the Policy Specifications.

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 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
- we reserve the right to disallow any withdrawal that would result in a Face Amount of less than \$1,000 after the withdrawal.

The amount of each withdrawal and any withdrawal fee will be deducted proportionately from the Investment Options unless you request otherwise.

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 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 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.

TIMING OF PAYMENTS AND TRANSFERS

Variable Accounts – With respect to allocations made to the Variable Accounts, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the Valuation Day on or next following the day on which we receive your instructions. For any portion of death benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Survivor's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from the Variable Accounts, if:

- the New York Stock Exchange is closed on other than customary weekend and holiday closings;
- trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC);

- an emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities; or
- the SEC by order permits postponement for the protection of policy owners.

Fixed Options– With respect to allocations made to the Fixed Options, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from the Fixed Options, for up to six months after we receive your request.

Deferral - If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

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 \$1,000 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 five-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 Cash Surrender Value of this policy. We recommend you consult your tax advisor before requesting a policy loan. Unless you request otherwise, loan amounts will be deducted from the Investment Options on a pro rata basis.

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 – Interest will accrue daily and is due and payable in arrears at the end of each policy year at the maximum annual rate of 2.75%. We may use a lower loan interest rate. Interest not paid when due will be added to the loan principal and bear interest at the same rate.

Loan Repayment – Loans may be repaid at any time while the policy is In Force. 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. An amount equal to the portion of any loan repaid, but not more than the Loan Account Value, will be transferred from the Loan Account to the Investment Options according to your most recent instructions for allocation of premiums. We reserve the right to transfer repayments from the Loan Account to each Fixed Option up to the amount that was originally borrowed from that Fixed Option. Any excess over such amount will be transferred to the Variable Accounts according to your most recent instructions for allocation of premiums.

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our general account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- change or add designated investment companies;
- add, remove or combine Variable Accounts;
- add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account;
- register or deregister any Variable Account under the Investment Company Act of 1940;
- change the classification of any Variable Account;
- operate any Variable Account as a managed investment company or as a unit investment trust;
- combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates;
- transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of policy Owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account;
- change the allocations permitted under the policy;
- terminate and liquidate any Variable Account; and

- make any other change needed to comply with law.

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by 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. 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 Benefit 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, attached copy of the initial Application, including any amendments and endorsements to the Application, any applications for reinstatement, 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 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.

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; and
- withdrawals will not be allowed.

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.

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities 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 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 except in cases where unisex rates are required, in which case sex-blended rates (50% male, 50% female) are used.

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

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 Face Amount, a Death Benefit Option change that would cause a reduction in the Face Amount, and a withdrawal that would cause a reduction in the Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original 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 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.

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PACIFIC LIFE

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

LAST SURVIVOR VARIABLE 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**
- **Adjustable Face Amount**
- **Non-Participating**

SERFF Tracking Number: *PALD-125690110* *State:* *Arkansas*
Filing Company: *Pacific Life Insurance - Life Division* *State Tracking Number:* *39324*
Company Tracking Number: *P08SP6*
TOI: *L061 Individual Life - Variable* *Sub-TOI:* *L061.202 Joint (Last Survivor) - Flexible*
Product Name: *P08SP6*
Project Name/Number: *P08SP6/P08SP6*
Premium

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PALD-125690110 State: Arkansas
Filing Company: Pacific Life Insurance - Life Division State Tracking Number: 39324
Company Tracking Number: P08SP6
TOI: L061 Individual Life - Variable Sub-TOI: L061.202 Joint (Last Survivor) - Flexible Premium
Product Name: P08SP6
Project Name/Number: P08SP6/P08SP6

Supporting Document Schedules

Review Status: 06/24/2008

Satisfied -Name: Certification/Notice
Comments:
Attachments:
AR1GuarAssocNote.pdf
AR Reg 19 Cert of Compliance.pdf
ST81.pdf
AR Reg 33 Cert of Compliance.pdf

Review Status: 06/10/2008

Satisfied -Name: Application
Comments:
Attachment:
A06IUW-AR.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.

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P08S6M and P08SP6

I hereby certify that to the best of my knowledge and belief, the above forms and their submission comply with Regulation 19, as well as the other laws and regulations of the State of Arkansas.

Signed for the Company at Newport Beach, California on June 16, 2008



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

Contact Person:

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

(Arkansas)

IMPORTANT NOTICE

In the event you need to contact someone about this policy for any reason, please contact the Producer/Representative who delivered the policy to you.

PRODUCER/REPRESENTATIVE'S NAME: _____

PRODUCER/REPRESENTATIVE'S ADDRESS: _____

PRODUCER/REPRESENTATIVE'S TELEPHONE NUMBER: _____

If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

PACIFIC LIFE CUSTOMER SERVICE
45 ENTERPRISE DRIVE
ALISO VIEJO, CA 92656
(800) 800-7681

If you have been unable to contact or obtain satisfaction from the company or the Producer/Representative who delivered the policy to you, you may contact the Arkansas Bureau of Insurance at:

ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 W. THIRD STREET
LITTLE ROCK, AR 72201-1904
(501) 371-2640
(800) 852-5494

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P08SP6 and P08S6M

We hereby certify that Pacific Life Insurance Company has reviewed Rule and Regulation 33 regarding variable life insurance and is in compliance with this Rule and Regulation.

Signed for the Company at Aliso Viejo, California on

June 24, 2008



SIGNATURE

Thomas S. Beadleston

NAME

Vice President

TITLE

Contact Person:

Jill Dease
Compliance Analyst, Product Compliance, 800-800-6416, extension 7081

(Arkansas)

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

APPLC



PACIFIC LIFE

APPLICATION FOR LIFE INSURANCE

CLIENT INFORMATION										
PROPOSED INSURED Complete for all Life Insurance Policies. Employer's address should be location where Proposed Insured physically works.	1A. Name: First MI Last							B. Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		
	C. Residence Address: Street				City		State	Zip Code	D. How Long yr mo	
	E. Date of Birth (mm/dd/yyyy)		F. Place of Birth (State/Country)				G. Soc. Sec. #			
	H. Driver's License # & State			I. Telephone # (include area code)			J. Occupation			
	K. 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 _____									
	2A. Employer's Name							B. How Long yr mo		
C. Employer's Address: Street			City		State	Zip Code	D. Type of Business			
PROPOSED ADDITIONAL INSURED Complete for either: 1) Second-to-Die Life Insurance Policy; or 2) Term Rider on Another Covered Person (e.g., Spouse) for an Individual Life Insurance Policy.	3A. Name: First MI Last							B. Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		
	C. Residence Address: Street				City		State	Zip Code	D. How Long yr mo	
	E. Date of Birth (mm/dd/yyyy)		F. Place of Birth (State/Country)		G. Soc. Sec. #		H. Relationship to Insured			
	I. Driver's License # & State			J. Telephone # (include area code)			K. Occupation			
	L. 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 _____									
	4A. Employer's Name							B. How Long yr mo		
C. Employer's Address: Street			City		State	Zip Code	D. Type of Business			
OWNER Complete only if owner is different than the insured(s). If more than one owner, add in #6A. If owner is a trust, complete #'s 5 & 7-10 with applicable information. Use Remarks if necessary. If owner is a corporation or business entity, indicate name and title of authorized representative in #11. Use Remarks if more than one.	5A. Name									
	B. Address: Street				City		State	Zip Code		
	C. Date of Birth (mm/dd/yyyy)				D. Relationship to Insured(s)					
	E. Soc. Sec. # / Tax ID #		F. Driver's License # & State (if applicable)			G. Telephone # (include area code)				
	6A. Additional Name (if applicable)									
	B. Address: Street				City		State	Zip Code		
C. Relationship to Insured(s)				D. Soc. Sec. # / Tax ID #						
7A. Trustee's Name: First MI Last					B. Date of Trust (mm/dd/yyyy)					
8. Additional Trustee's Name: First MI Last					9. Total Number of Trustees					
10. Does your trust agreement require all trustees to sign? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, indicate in Remarks who is required to sign)										
11A. Authorized Representative's Name: First MI Last							B. Title			



CLIENT INFORMATION (Continued)

CERTIFICATION OF OWNER'S TAXPAYER IDENTIFICATION #

Under penalty of perjury, I certify that:

1. The number shown in this application as my Social Security number or Taxpayer Identification number is correct; and
2. I am not subject to backup withholding under Section 3406(a)(1)(c) of the Internal Revenue Code; and
3. I am a U.S. person (including a U.S. resident alien).

Note: If statement 2 or 3 is false, strike out and initial.

I understand that 1) federal law requires all financial institutions to obtain the name, residential address, date of birth and Social Security or Taxpayer Identification number and any other information necessary to verify the identity of each customer, and 2) failure to provide this information could result in denial of this application or in delayed or unprocessed transactions.

PRIMARY BENEFICIARY(IES)

12A. Name			B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
13A. Additional Name (if applicable)			B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
14A. Trustee's Name: First	MI	Last	B. Date of Trust (mm/dd/yyyy)
15. Additional Trustee's Name: First	MI	Last	

If there are more than two, use the Remarks section. If beneficiary is a trust, complete #12, 14 and 15 with applicable information. Use Remarks if necessary.

If percentage shares are left blank, the shares will be equal.

CONTINGENT BENEFICIARY (Optional)

16A. Name		
B. Relationship to Insured(s)	C. Soc. Sec. # / Tax ID #	D. Date of Birth (mm/dd/yyyy)

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

EXISTING / PENDING INSURANCE INFORMATION

LIFE INSURANCE / ANNUITY IN FORCE AND REPLACEMENT INFORMATION

- Is there any existing or pending life insurance or annuities on any Proposed Insured(s)?
 - Yes (Complete and submit with the application any applicable state replacement notice, see IMPORTANT note)
 - No
- 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 and submit with the application the applicable state replacement forms)
 - No
- Complete the chart below:

IMPORTANT

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

Add additional policies under Remarks.

PROPOSED INSURED'S INFORMATION

Policy/Contract #	Company	Face Amount	Year Issued/ Applied For	CHECK ALL APPLICABLE BOXES												
				Policy Type		Ind/Grp		Purpose		Pending		Replace		1035 Exch		
				Life	Ann	Ind	Grp	Bus	Pers	Yes	No	Yes	No	Yes	No	
				<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"/>	<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"/>

PROPOSED ADDITIONAL INSURED'S INFORMATION

Policy/Contract #	Company	Face Amount	Year Issued/ Applied For	CHECK ALL APPLICABLE BOXES												
				Policy Type		Ind/Grp		Purpose		Pending		Replace		1035 Exch		
				Life	Ann	Ind	Grp	Bus	Pers	Yes	No	Yes	No	Yes	No	
				<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"/>	<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"/>

4. For all 1035 Exchanges, complete the following chart:

Policy/Contract #	Qualified Plan		Loan Carryover			Modified Endowment Contract		
	Yes	No	Yes (If yes, indicate amount)	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"/>	<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	1. Annual earned income from occupation (After deduction of business expenses)	Proposed Insured	Additional Insured
	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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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)			

GENERAL INFORMATION Complete each question for the Proposed Insured and Proposed Additional Insured. Explain all "Yes" answers in Remarks unless instructed otherwise.	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 appropriate 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. Have you used within the last 5 years tobacco or any other product that contains nicotine?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Type of Product	Proposed Insured	Additional Insured	
		Cigarettes	<input type="checkbox"/>	<input type="checkbox"/>	
		Cigars	<input type="checkbox"/>	<input type="checkbox"/>	
		Pipe	<input type="checkbox"/>	<input type="checkbox"/>	
		Chewing	<input type="checkbox"/>	<input type="checkbox"/>	
		Patch	<input type="checkbox"/>	<input type="checkbox"/>	
		Gum	<input type="checkbox"/>	<input type="checkbox"/>	
		Other	_____	_____	
	Date last used (mm/yy)	_____	_____		

(If yes, check all that apply and indicate date when last product was used)

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	Date of Examination
	<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

PHYSICIAN / MEDICAL FACILITY INFORMATION**PHYSICIAN / MEDICAL FACILITY INFORMATION**
(Optional)

Obtaining this information will assist in the early ordering of attending physician statements.

Complete information on the Proposed Insured and the Proposed Additional Insured regarding the last visits to a physician(s) or medical facility(ies):

PROPOSED INSURED'S INFORMATION

1A. Name: First MI Last B. Height C. Weight

2A. Physician and/or Medical Facility Name B. Telephone Number (include area code)

C. Address: Street City State Zip Code

D. Date of Last Visit (mm/yyyy) E. Reason for Visit F. Results of Visit

3A. Additional Physician and/or Medical Facility Name B. Telephone Number (include area code)

C. Address: Street City State Zip Code

D. Date of Last Visit (mm/yyyy) E. Reason for Visit F. Results of Visit

PROPOSED ADDITIONAL INSURED'S INFORMATION

4A. Name: First MI Last B. Height C. Weight

5A. Physician and/or Medical Facility Name B. Telephone Number (include area code)

C. Address: Street City State Zip Code

D. Date of Last Visit (mm/yyyy) E. Reason for Visit F. Results of Visit

6A. Additional Physician and/or Medical Facility Name B. Telephone Number (include area code)

C. Address: Street City State Zip Code

D. Date of Last Visit (mm/yyyy) E. Reason for Visit F. Results of Visit

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

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PREMIUM AND BILLING INFORMATION**AMOUNT PAID WITH THIS APPLICATION**

The application, TIA, and check should all have the same date.

- 1A. Is an initial premium submitted with this application? Yes No
 (Do not submit money unless the Temporary Insurance Agreement (TIA) is completed)
 B. If yes, show amount of initial premium and complete the next question. Amount \$ _____
 C. Do you understand, accept, and agree to the terms of the TIA? Yes No

PREMIUM FINANCING

All questions must be answered.

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.
- A. Have you entered into or do you have an expectation that you may enter into an agreement to borrow current or future premiums, or both, in connection with this Application for Life Insurance?
 Yes (A signed Premium Financing Disclosure Statement must be returned to Pacific Life before the underwriting process can begin)
 No
- B. Do you have an expectation that you may transfer the policy to a third party as repayment of any premium financing debt? Yes (Give details in the Remarks section) No

PREMIUMS

3. Billing Method (Check one):
 A. Direct
 B. Monthly Bank Draft (Attach voided check and complete Authorization for Electronic Funds Transfer (EFT) section)
 C. Single Premium
 D. List Bill – I agree that inclusion of the premium for this policy in an itemized list to be furnished as stated below by Pacific Life to the Employer named in the Client Information section shall constitute notice of premium due, and I waive any future premium notices or other notices relating to premiums. (Check one)
 New List Bill Add to Existing List Bill #: _____

4. Frequency of Payment for **Direct** and **List Bill** (Check one):
 A. Annually C. Quarterly
 B. Semi-Annually D. Monthly (Available with List Bill only)

5A. Send Premium Notices to: Insured Owner Payor Other
 Indicate name, relationship, and address below if different from Client Information section.

B. Name	C. Relationship to Insured(s)
---------	-------------------------------

D. Care of (if applicable)

E. Address: Street	City	State	Zip Code
--------------------	------	-------	----------

NOTIFICATIONS (Optional)

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

6A. For non-employer sponsored cases, original notifications* are sent to the policyowner. To send additional notifications, indicate where notifications should be sent: Insured Payor Other

B. For employer-sponsored cases, indicate where notifications* should be sent: Employer Other

7. Indicate name, relationship, and address below if information for above entity(ies) is different from Client Information section.

A. Name	B. Relationship to Insured(s)
---------	-------------------------------

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

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 \$ _____	Rider/Other Coverage (Total of face amounts below) \$ _____ <input type="checkbox"/> Accounting Benefit Rider \$ _____ <input type="checkbox"/> Annual Renewable Term \$ _____ <input type="checkbox"/> Cash Value Enhancement Rider \$ _____ <input type="checkbox"/> ECV Coverage \$ _____ <input type="checkbox"/> Group Term Carve Out \$ _____ <input type="checkbox"/> Last Survivor Accounting Benefit Rider \$ _____ <input type="checkbox"/> Last Survivor Annual Renewable Term \$ _____ <input type="checkbox"/> Other _____ \$ _____
	+	= 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) <input type="checkbox"/> Option D (Face amount multiplied by a death benefit factor)
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"/> Other _____	
OPTIONAL BENEFITS Select the appropriate riders as indicated in the Illustration and indicate face amount(s) where applicable.	7. Individual Life Insurance Products Only A. <input type="checkbox"/> Accelerated Living Benefit Rider (Complete disclosure form) B. <input type="checkbox"/> Accidental Death \$ _____ C. <input type="checkbox"/> Children's Term \$ _____ (Complete Non-Medical form) D. <input type="checkbox"/> Disability Benefit \$ _____ E. <input type="checkbox"/> Flexible Duration No Lapse Guarantee Rider F. <input type="checkbox"/> Guaranteed Insurability \$ _____ G. <input type="checkbox"/> Guaranteed Minimum Distribution Rider H. <input type="checkbox"/> Long-Term Performance Rider _____ % (Indicate a percentage of Base plus Annual Renewable Term Coverages to which this rider applies) I. <input type="checkbox"/> Minimum Earnings Benefit Rider _____ years (Indicate a Maturity Period) J. <input type="checkbox"/> Maturity Extension Rider	
	K. <input type="checkbox"/> Owner Waiver of Charges (Complete Non-Medical form) L. <input type="checkbox"/> Payor Waiver of Charges (Complete Non-Medical form) M. <input type="checkbox"/> Premium Waiver N. <input type="checkbox"/> Qualified Retirement Plan Rider O. <input type="checkbox"/> Short Term No Lapse Guarantee Rider P. <input type="checkbox"/> Termination Credit Rider I Q. <input type="checkbox"/> Termination Credit Rider II R. <input type="checkbox"/> Term Rider on Other Covered Person \$ _____ S. <input type="checkbox"/> Waiver of Charges (On Insured) T. <input type="checkbox"/> IRC § 412(i) Life Insurance Rider U. <input type="checkbox"/> Other _____ V. <input type="checkbox"/> Other _____ W. <input type="checkbox"/> Other _____	
	8. Second-to-Die Life Insurance Products Only A. <input type="checkbox"/> Accelerated Living Benefit Rider (Complete disclosure form) B. <input type="checkbox"/> Flexible Duration No Lapse Guarantee Rider C. <input type="checkbox"/> Individual Term Rider on the Proposed Insured \$ _____ D. <input type="checkbox"/> Individual Term Rider on the Additional Insured \$ _____ E. <input type="checkbox"/> Other _____ F. <input type="checkbox"/> Other _____	
9. If any optional benefit applied for cannot be approved, should the policy be issued without it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
NON-FORFEITURE/ PREMIUM CESSATION OPTIONS (If applicable)	10. <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.	11A. I understand that insurance charges and expenses begin on the policy date. <input type="checkbox"/> Yes <input type="checkbox"/> No B. A current policy date will be used unless you select one of the following. <input type="checkbox"/> Save Age <input type="checkbox"/> Specific Date _____ (Indicate a date, excluding 29 th , 30 th , and 31 st) (mm/dd/yyyy)	
MODIFIED ENDOWMENT CONTRACT (MEC) ACCEPTANCE (If applicable)	12. 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)	

NON-VARIABLE LIFE INSURANCE INFORMATION

**ILLUSTRATION
ACKNOWLEDGMENT**

IMPORTANT

Must complete when applying for a **non-variable** product.

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.

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EQUITY INDEXED UNIVERSAL LIFE INSURANCE INFORMATION

AUTOMATIC TRANSFERS

Percentages must be whole numbers.

1. **Automatic Transfer on Premium Payment & Loan Repayment**
 Amount in the Fixed Account to be transferred to the Indexed Account on the next transfer date (measured as a percentage of prior premium payment or loan repayment*): _____% (If left blank, no amount will be automatically transferred to the Indexed Account)

 *The amount Pacific Life will actually transfer from the Fixed Account to the Indexed Account will be the lesser of (1) an amount equal to the percentage (indicated above) of all premium and loan repayments paid since the last Transfer Date; and (2) the balance of your Fixed Account as of the applicable Transfer Date.
2. **Automatic Transfer on Segment Maturity**
 Percentage of matured Segment Value to be applied to a new Segment in the Indexed Account: _____%
 (If left blank, 100% of the value of the matured Segment will remain in the Indexed Account and be applied to a new Segment)

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

3. This Recurring Transfer instruction indicates my request to transfer an amount or percentage of the Fixed Account to the Indexed Account on each scheduled Transfer Date.
 - A. Amount in the Fixed Account to be transferred to the Indexed Account on each scheduled Transfer Date: (Select one)
 1. \$ _____
 2. _____%
 3. Deplete value in Fixed Account according to term period indicated below.
 - B. Term: Months _____ Years _____
 - C. Frequency: Monthly Quarterly Semi-Annually Annually
 - D. Start date: _____
 (Month)

TELEPHONE & ELECTRONIC AUTHORIZATION

4. 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.
 - Automatic Transfers
 - Recurring Transfers
 - One-Time 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)

5. I authorize and appoint the party(ies) listed below to act 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	

UNDERSTANDING AND AGREEMENT

- I acknowledge that:
- I am applying for an Equity Indexed Universal Life Insurance Product. The Equity Indexed Universal Life Insurance Product includes a Fixed Accountⁱ and Indexed Accountⁱⁱ. The Indexed Account uses the gains and losses of an outside financial indexⁱⁱⁱ in part to calculate the annual crediting rate.
 - Net premiums and loan repayments are initially credited to the Fixed Account and will be transferred to the Indexed Account on the next eligible Transfer Date. Premiums received later than two business days prior to the Transfer Date are not eligible for transfer until the next Transfer Date^{iv}.
 - The Automatic Transfer instructions above indicate my request for transfers to the Indexed Account from the Fixed Account. I may change my instructions by written request to Pacific Life's Life Operations Center. Written requests must be received at least two business days prior to the Transfer Date.
 - Index credits, if any, are not credited to the Indexed Account until the Segment^v anniversary^{vi}.
 - Even though 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. Any values shown, other than minimum values, are not guarantees, promises, or warranties.

EQUITY INDEXED UNIVERSAL LIFE INSURANCE INFORMATION (Continued)

**KEY TERMS USED IN
THE UNDERSTANDING
AND AGREEMENT
SECTION**

For additional detailed information, consult your policy contract pages.

iFixed Account: The Fixed Account credits interest to the portion of cash value allocated to it. The Fixed Account has a minimum guaranteed interest rate that is specified in your policy. The Fixed Account may credit an amount in excess of the minimum guaranteed rate.

iiIndexed Account: The portion of the policy's Accumulated Value that earns interest based on the percentage change in the value of an equity index subject to a minimum guarantee and the Growth Cap. **Growth Cap:** The Growth Cap is a limit on the maximum percentage change of the Index growth used in calculating the Segment's Index Credit.

iiiIndex: The Standard & Poor's 500® Composite Stock Price Index, excluding dividends, or its successor ("the Index"). 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 suitable successor index of our choosing. In such case, we will notify you of the change at your last known address.

ivTransfer Date: The date as of which transfers between the Fixed Account and the Indexed Account may occur. Transfers can only occur on a Transfer Date. Transfer Dates will occur not less frequently than once per calendar quarter. The Transfer Dates in effect as of the issue of this policy are shown in the Policy Specifications. If we change Transfer Dates, we will communicate it to you in the Annual Report or in other correspondence.

vSegment: Each time a transfer is made from the Fixed Account to the Indexed Account on the Transfer Date, a new Segment is created. The new Segment is credited with any index credits at the end of each 12-month period. A complete Segment term is five years.

viSegment Anniversary: The completion of a 12-month period within the five-year Segment term.

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 2A. 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.

<u>Manager</u>	<u>%</u>	<u>Investment Option</u>	<u>Manager</u>	<u>%</u>	<u>Investment Option</u>
Alger _____		Small Cap-Growth	Jennison _____		Health Sciences
AllianceBernstein _____		International Value	Lazard _____		LRS US Strategic
			Lazard _____		Mid-Cap Equity
Analytics/JPM _____		Long/Short Large-Cap	Legg Mason _____		LMPFA Mid Cap Core II
BatteryMarch _____		International Small-Cap	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	MFS _____		International Large-Cap
BlackRock _____		Equity Index	MFS _____		MFS VIT New Discovery SC
BlackRock _____		Small-Cap Index	MFS _____		MFS VIT Utilities SC
Capital Guardian _____		Diversified Research	NFJ _____		Small-Cap Value
Capital Guardian _____		Equity			
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	PIMCO _____		Inflation Managed
			PIMCO _____		Managed Bond
Fidelity® _____		VIP Contrafund® SC2	Pacific Life _____		Fixed Account*
Fidelity® _____		VIP Freedom 2010 Svc 2	Pacific Life _____		Fixed LT Account*
Fidelity® _____		VIP Freedom 2015 Svc 2			
Fidelity® _____		VIP Freedom 2020 Svc 2	PL Fund Advisors _____		Money Market
Fidelity® _____		VIP Freedom 2025 Svc 2	PL Fund Advisors _____		High Yield Bond
Fidelity® _____		VIP Freedom 2030 Svc 2			
Fidelity® _____		VIP Freedom Inc Svc 2	T. Rowe Price _____		T. Rowe Price Blue Chip Growth II
Fidelity® _____		VIP Growth SC2	T. Rowe Price _____		T. Rowe Price Equity Income II
Fidelity® _____		VIP Mid-Cap SC2			
Fidelity® _____		VIP Value Strategies SC2	Van Eck _____		Van Eck Worldwide Hard Assets
Goldman Sachs _____		Short Duration Bond			
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	Vaughan Nelson _____		Small-Cap Equity
Janus _____		Focused 30			
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 REBALANCING FOR PREMIUM ALLOCATIONS
(Optional)
Not applicable for Fixed Accounts, Portfolio Optimization Model, Portfolio Optimization Plus, or Dollar Cost Averaging.

2B. I authorize Pacific Life to automatically rebalance the Accumulated Value in the Variable Investment Options to the original allocation percentages I selected in the Premium Allocation section.

Start Date: _____ (Indicate a date, excluding 29th, 30th and 31st of the month)
(mm/dd/yyyy)

Frequency: (Check one) Annually Semi-Annually Quarterly

If the date selected is prior to any applicable Free-Look transfer date, the rebalancing will take place on the next selected frequency. Rebalancing will continue until a written request from the policyowner(s) to discontinue is received by Pacific Life.

PORTFOLIO OPTIMIZATION MODEL

3A. Subject to the free-look provision; 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.

Underlying Portfolios	Target Composition (as of 5/2/08)				
	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%

B. I direct that my Portfolio Optimization Model be automatically rebalanced at the following frequency:
(If frequency is not selected, rebalancing defaults to annually)

Annually Semi-Annually Quarterly

The date of each scheduled automatic rebalancing is based on your policy date. This could result in your rebalancing occurring on or in close proximity to the annual model update. Rebalancing of the Portfolio Optimization Model will not begin until after the policy free look transfer date, and it does not affect future premium allocations. Accumulated values in variable investment options outside of the selected model will not be automatically rebalanced. Rebalancing will continue until a written request from the policyowner(s) to discontinue is received by Pacific Life. **Note:** Discontinuing automatic rebalancing will terminate your participation in the Portfolio Optimization Service.

VARIABLE LIFE INSURANCE INFORMATION (Continued)

PORTFOLIO OPTIMIZATION PLUS

4A. Indicate the percentage that you want allocated into each of the investment options outside of the Portfolio Optimization Model. Allocation percentages must be whole numbers.

Manager	%	Investment Option

B. Indicate which Portfolio Optimization Model (see modal composition on previous page) the remaining percentage should be allocated to:

- A B C D E

C. I direct that my Portfolio Optimization Model be automatically rebalanced at the following frequency: (If frequency is not selected, rebalancing defaults to annually)

- Annually Semi-Annually Quarterly

The date of each scheduled automatic rebalancing is based on your policy date. This could result in your rebalancing occurring on or in close proximity to the annual model update. Rebalancing of the Portfolio Optimization Model will not begin until after the policy free look transfer date, and it does not affect future premium allocations. Accumulated values in variable investment options outside of the selected model will not be automatically rebalanced. Rebalancing will continue until a written request from the policyowner(s) to discontinue is received by Pacific Life. **Note:** Discontinuing automatic rebalancing will terminate your participation in the Portfolio Optimization Service.

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 premium, less premium loads, to 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 Pacific Life 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 investment professional, to select a model. PLFA bears no responsibility for this 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 understand that my model may be automatically updated. I grant Pacific Life Fund Advisors LLC, a subsidiary of Pacific Life Insurance Company, as investment advisor, 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 Advisors Act of 1940.)
- I will receive transaction confirmations of the annual automatic updates, if applicable.
- I will notify my investment 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 investment professional, my financial situation and risk profile to determine if I need to change my selected model.
- With respect to the Minimum Earnings Benefit Rider and Guaranteed Minimum Distribution Rider, terminating my participation in the Portfolio Optimization Service may impact my eligibility for these optional benefits.
- The Portfolio Optimization Service may be terminated at any time. PLFA has no contractual obligation to continue the program.

IMPORTANT

Applicant's initials required.

Initials

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

VARIABLE LIFE INSURANCE INFORMATION

ACKNOWLEDGMENT

To be completed by the Applicant.

All questions must be answered.

6. Do you understand that the amount and duration of the death benefit may vary, depending on the investment performance of the variable investment options? Yes No
7. Do you understand that the policy values may increase or decrease, depending on the investment experience of the variable investment options? Yes No
8. Have you considered your liquidity needs, risk tolerance and investment time horizon in selecting your variable investment options? Yes No

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.

RECEIPT OF PROSPECTUSES (Required)

9. I, the applicant, acknowledge receipt of the prospectus(es) for the policy applied for, by indicating date(s) below:

Fund Name	Date on Cover of Prospectus (mm/dd/yyyy)
Policy, Pacific Select Fund, American Fund Prospectuses	
Variable Insurance Trust Prospectuses	

ELECT TO RECEIVE FUTURE PROSPECTUSES AND FUND REPORTS ON CD-ROM (Optional)

To be completed by the Applicant.

10. By checking YES, I authorize Pacific Life to provide my future prospectuses and fund reports in electronic format via CD-Rom. YES
- By consenting to receive current/future prospectuses and fund reports in electronic format, I agree that:
- This election will be effective for all variable life insurance policies I currently own and for variable life insurance policies I acquire in the future
 - I have the means to view such documents
 - I may request paper copies of any of the documents at any time and 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

FIRST YEAR TRANSFER PROGRAM (Optional)

This program is not available with Portfolio Optimization Model or Portfolio Optimization Plus or Dollar Cost Averaging.

11. The first year transfer program allows monthly transfers during the first policy year from the Fixed Account into the selected investment options. See prospectus for details.
- A. By checking YES, I elect the First Year Transfer Program. YES
- B. \$ _____ to be allocated to the Fixed Account
- C. Transfer \$ _____ or _____ % of the Fixed Account each month to:
- Match percentages of the Portfolio Optimization Model _____
- Percentages listed in the Premium Allocation section
- Other investment options (if more than six use Remarks below)

Manager	% or \$	Investment Option

VARIABLE LIFE INSURANCE INFORMATION (Continued)

DOLLAR COST AVERAGING Not applicable with Portfolio Rebalancing, Portfolio Optimization Model, Portfolio Optimization Plus or First Year Transfer Program.	12. I elect Dollar Cost Averaging. <input type="checkbox"/> Yes (Submit the Dollar Cost Averaging Request form) <input type="checkbox"/> No
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TELEPHONE & ELECTRONIC AUTHORIZATION	13. 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. <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>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.</p> <p>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.</p> <p>By checking NO, I withhold my authorization for such telephone and/or electronic requests. <input type="checkbox"/> NO</p>
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AUTHORIZATION FOR APPOINTMENT (Optional)	14. I authorize and appoint the party(ies) listed below to act 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			

ILLUSTRATION DISCLOSURE	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: <ul style="list-style-type: none"> • 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.
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REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

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ADDITIONAL / ALTERNATE LIFE INSURANCE COVERAGE INFORMATION

ADDITIONAL INSURANCE
(Optional)

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

If there are two different owners, or if the equity indexed universal life or variable life information is different on the primary and additional/alternate policies, a separate application should be completed in lieu of completing this section.

1. Product Name		2. Premium \$	
3. Basic Coverage Amount \$ _____	+	Rider/Other Coverage (Total of face amounts below) \$ _____	=
		<input type="checkbox"/> Accounting Benefit Rider \$ _____ <input type="checkbox"/> Annual Renewable Term \$ _____ <input type="checkbox"/> Cash Value Enhancement Rider \$ _____ <input type="checkbox"/> ECV Coverage \$ _____ <input type="checkbox"/> Group Term Carve Out \$ _____ <input type="checkbox"/> Last Survivor Accounting Benefit Rider \$ _____ <input type="checkbox"/> Last Survivor Annual Renewable Term \$ _____ <input type="checkbox"/> Other \$ _____	
Total Initial Coverage \$ _____			
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) <input type="checkbox"/> Option D (Face amount multiplied by a death benefit factor)			
5. Select a Life Insurance Qualification Test (Check one): A. <input type="checkbox"/> Guideline Premium Test (GPT) B. <input type="checkbox"/> Cash Value Accumulation Test (CVAT) Both tests are not available on all products and the qualification test cannot be changed after the policy is inforce.			
6. Indicate the appropriate optional benefits/riders chosen on the illustration:			
A.		C.	
B.		D.	
7. If any optional benefit applied for cannot be approved, should the policy be issued without it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
ALL COMPLETED FIELDS OF THE PRIMARY APPLICATION NOT INCLUDED IN THIS SECTION WILL APPLY UNLESS CHANGES ARE SPECIFIED IN REMARKS.			

ALTERNATE INSURANCE
(Optional)

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

If there are two different owners, or if the equity indexed universal life or variable life information is different on the primary and additional/alternate policies, a separate application should be completed in lieu of completing this section.

8. Product Name		9. Premium \$	
10. Basic Coverage Amount \$ _____	+	Rider/Other Coverage (Total of face amounts below) \$ _____	=
		<input type="checkbox"/> Accounting Benefit Rider \$ _____ <input type="checkbox"/> Annual Renewable Term \$ _____ <input type="checkbox"/> Cash Value Enhancement Rider \$ _____ <input type="checkbox"/> ECV Coverage \$ _____ <input type="checkbox"/> Group Term Carve Out \$ _____ <input type="checkbox"/> Last Survivor Accounting Benefit Rider \$ _____ <input type="checkbox"/> Last Survivor Annual Renewable Term \$ _____ <input type="checkbox"/> Other \$ _____	
Total Initial Coverage \$ _____			
11. 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) <input type="checkbox"/> Option D (Face amount multiplied by a death benefit factor)			
12. Select a Life Insurance Qualification Test (Check one): A. <input type="checkbox"/> Guideline Premium Test (GPT) B. <input type="checkbox"/> Cash Value Accumulation Test (CVAT) Both tests are not available on all products and the qualification test cannot be changed after the policy is inforce.			
13. Indicate the appropriate optional benefits/riders chosen on the illustration:			
A.		C.	
B.		D.	
14. If any optional benefit applied for cannot be approved, should the policy be issued without it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
ALL COMPLETED FIELDS OF THE PRIMARY APPLICATION NOT INCLUDED IN THIS SECTION WILL APPLY UNLESS CHANGES ARE SPECIFIED IN REMARKS.			

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

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APPLICANT/OWNER'S REPRESENTATION OF INSURABLE INTEREST

REPRESENTATION OF INSURABLE INTEREST
Applicable except where the Proposed Insured is both Applicant and Owner.

As the Applicant and/or Owner, I represent that the Owner and Beneficiary have an insurable interest in the life of the Proposed Insured(s).

PROPOSED INSURED'S CONSENT FOR EMPLOYER OWNED INSURANCE

PROPOSED INSURED'S CONSENT
Applicable only if the employer or an employer-controlled trust is to be the owner of this policy.

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 owner 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.

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 OMITTED

1. Indicate below each page omitted from this application (Check all that apply):

- A. Page 5 – Physician/Medical Facility Information
- B. Page 8 – Non-Variable Life Insurance Information
- C. Page 9-10 – Equity Indexed Universal Life Insurance Information
- D. Page 11-15 – Variable Life Insurance Information
- E. Page 16 – Additional/Alternate Life Insurance Coverage Information

Note that only the above-referenced pages may be omitted when submitting this application. 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.

DECLARATIONS (Continued)

2. 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.
3. 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.
4. 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.
5. My statements and answers in this application must continue to be true as of the date I receive the policy.
6. No Producer is authorized to make or modify contracts or insurance policies on Pacific Life's behalf.
7. No Producer may alter the terms of this application, the TIA, or the policy, nor can the Producer waive any of Pacific Life's rights or requirements.
8. 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.
9. 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.
10. (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.

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

The applicant is the party that initiates and applies for the policy.

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



X _____

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

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



X _____

Proposed Insured's Signature, if other than applicant



X _____

Proposed Additional Insured's Signature, if applicable



X _____

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



X _____

***Additional Owner's Signature & Title, if applicable**

***If a corporation or business entity, indicate name below. The signature and title of any authorized representative other than the Proposed Insured(s) is required. 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.



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



PACIFIC LIFE

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)



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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)

PRODUCER 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"/> Section 79</td> <td>G. <input type="checkbox"/> Split Dollar</td> </tr> <tr> <td>B. <input type="checkbox"/> Deferred Compensation</td> <td>(1-9 Plan Participants)</td> <td>H. <input type="checkbox"/> Other (Explain in Remarks)</td> </tr> <tr> <td>C. <input type="checkbox"/> Employee Fringe Benefit</td> <td>F. <input type="checkbox"/> Section 79</td> <td></td> </tr> <tr> <td>D. <input type="checkbox"/> Key Employee</td> <td>(10+ Plan Participants)</td> <td></td> </tr> </table>	A. <input type="checkbox"/> Buy/Sell	E. <input type="checkbox"/> Section 79	G. <input type="checkbox"/> Split Dollar	B. <input type="checkbox"/> Deferred Compensation	(1-9 Plan Participants)	H. <input type="checkbox"/> Other (Explain in Remarks)	C. <input type="checkbox"/> Employee Fringe Benefit	F. <input type="checkbox"/> Section 79		D. <input type="checkbox"/> Key Employee	(10+ Plan Participants)	
A. <input type="checkbox"/> Buy/Sell	E. <input type="checkbox"/> Section 79	G. <input type="checkbox"/> Split Dollar											
B. <input type="checkbox"/> Deferred Compensation	(1-9 Plan Participants)	H. <input type="checkbox"/> Other (Explain in Remarks)											
C. <input type="checkbox"/> Employee Fringe Benefit	F. <input type="checkbox"/> Section 79												
D. <input type="checkbox"/> Key Employee	(10+ Plan Participants)												

<p>List additional key person information in Remarks.</p>	<p>2. PRINCIPAL OFFICERS, PARTNERS, OR KEY EMPLOYEES' INFORMATION</p>			
	Name: First MI Last	Position	% of Business Owned	Amount of Insurance Owned by Business
A.				
B.				
C.				
D.				
E.				
F.				

3. What is the current value of the business? \$	4. What was the annual net profit (before taxes) of business? Last Year \$ 2 Years Ago \$
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 Complete if the Proposed Insured is under age 16, or over age 16 if a dependent. Also, complete the Non-Medical form.</p>	6. Did you personally observe the Proposed Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, explain in Remarks)
	7. Are the Proposed Insured's siblings insured for equal amounts? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, explain in Remarks)

<p>8. PERSON SUPPORTING PROPOSED INSURED</p>	
A. Name: First MI Last	
B. Relationship to Insured	C. Estimated annual income \$
D. Estimated net worth \$	E. Estimated amount of life insurance \$

<p>9. POLICYOWNER'S INFORMATION</p>	
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. Answers to #1-7 are required.	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)	<input type="checkbox"/>	<input type="checkbox"/>											
	2. What form of valid identification was 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><input type="checkbox"/> _____</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"/> _____	<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"/> _____	<input type="checkbox"/> _____													
Explain all "Yes" answers in Remarks 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 owner 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.	<input type="checkbox"/>	<input type="checkbox"/>											
	6. Is there an intention, 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(s) as a result of this application?	<input type="checkbox"/>	<input type="checkbox"/>											
	7. What type of case is this application? <input type="checkbox"/> Individual/Joint Life <input type="checkbox"/> Multilife <input type="checkbox"/> Small Group (More than 1 and less than 10 lives with a common applicant and/or owner)													
	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"/> No A. <input type="checkbox"/> Defined Benefit Plan B. <input type="checkbox"/> Pension C. <input type="checkbox"/> Profit Sharing D. <input type="checkbox"/> 412(i) E. <input type="checkbox"/> Other (Explain in Remarks)													
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	_____						
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<input type="checkbox"/> Blood Profile	_____													

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

PRODUCER COMMISSION INFORMATION

PRODUCER'S INFORMATION

First name listed will be the Servicing Producer. If more than three producers, use Remarks.

PRODUCER 1 (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	
PRODUCER 2				
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	
PRODUCER 3				
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)

PRODUCER 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 Owner) 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 "Illustrated 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.

Signed and Dated by the Producer(s) on:

_____ Date (mm/dd/yyyy)



X

Producer 1's Signature



X

Producer 2's Signature



X

Producer 3's Signature

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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.

