

<i>SERFF Tracking Number:</i>	<i>PACL-125733432</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39675</i>
<i>Company Tracking Number:</i>	<i>20-1154</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Guaranteed Withdrawal Benefit Rider</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Withdrawal Benefit Rider/20-1154</i>		

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Guaranteed Withdrawal Benefit Rider SERFF Tr Num: PACL-125733432 State: ArkansasLH

TOI: A10 Annuities - Other

SERFF Status: Closed

State Tr Num: 39675

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: 20-1154

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Larry Gardner, Maysy

Disposition Date: 07/24/2008

Vang, Brian Deleget, Karen Givens

Date Submitted: 07/18/2008

Disposition Status: Approved

Implementation Date Requested: 10/01/2008

Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Withdrawal Benefit Rider

Status of Filing in Domicile: Pending

Project Number: 20-1154

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 07/24/2008

State Status Changed: 07/24/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

To the Individual Life Insurance Department of Arkansas:

We are submitting the following variable annuity form for approval in your state:

Form Number Form Description

SERFF Tracking Number: PACL-125733432 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 39675
Company Tracking Number: 20-1154
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
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the time of the contract owner's election and the Life Only annuity option is chosen, the annuity payments will be equal to the greater of the Life Only annual payment amount calculated using the Net Contract Value at the maximum annuity date, or the withdrawal percentage multiplied by the Protected Payment Base in effect at the maximum annuity date. (See Annuitization provision).

Eligibility

The rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the date the rider is purchased (the "Rider Effective Date"):

- (a) the age of each Annuitant is 85 years or younger;
- (b) the entire Contract Value is invested according to the investment allocation requirements applicable to this rider.

Annual Charge

Currently, the cost associated with the rider is an annual charge equal to 0.85% (not to exceed a maximum annual charge percentage of 1.50%) of the Protected Payment Base. The charge is deducted, in arrears, from the Contract Value on each Contract Anniversary that the rider remains in effect. (See Annual Charge provision).

Availability

When approved, this rider will be available to new and in-force contract owners of the individual variable annuity contract forms listed below, as well as any future variable annuity contracts that may be approved prospectively by the Department:

Contract Form No. - Issue Ages Min/Max - Date Approved

10-10300 - 0 / 85 - 11/25/2002
10-1107 - 0 / 85 - 1/31/2006
10-1108 - 0 / 80 - 4/14/2004
10-1128 - 0 / 90 - 1/12/2006
10-1130 - 0 / 85 - 9/15/2006

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10-1136 - 0 / 85 - 4/24/2007
10-1143 - 0 / 85 - 3/13/2008
10-17800 - 0 / 90 - 4/4/2003
10-1100* - 0 / 80 - 5/30/2003
10-1101* - 0 / 85 - 6/20/2003
10-1116* - 0 / 85 - 10/21/2004
10-12600* - 0 / 85 - 12/28/1999
10-13000* - 0 / 85 - 11/13/2000
10-13100* - 0 / 90 - 11/13/2000
10-13200* - 0 / 90 - 11/27/2000
10-16700* - 0 / 90 - 1/10/2002
90-53* - 0 / 85 - 7/6/1990
95-01* - 0 / 85 - 12/22/1995
PORT-96* - 0 / 85 - 11/27/1996
PV9808* - 0 / 80 - 8/11/1998
PV9808-2* - 0 / 80 - 1/26/2000

*Sales of this form have been discontinued. The rider will be available to in-force Contract Owners only.

The form submitted:

- is exempt from flesch score readability requirements as it is a security subject to federal jurisdiction;
- has been filed with the Nebraska Department of Insurance (our state of domicile) and with the Securities and Exchange Commission; and
- is in final print and subject to only minor modification in paper size, stock, ink, border, Company logo, and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees, as applicable, are included in this submission.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

SERFF Tracking Number: PACL-125733432 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 39675
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Product Name: Guaranteed Withdrawal Benefit Rider
Project Name/Number: Guaranteed Withdrawal Benefit Rider/20-1154

Should you have any questions or require additional information, please call toll-free (800) 722-2333 ext. 7262.

Sincerely,

J. Brian Deleget
Senior Compliance Analyst
Product Compliance
Annuities & Mutual Funds Division
Pacific Life Insurance Company
Email: Brian.Deleget@PacificLife.com

Company and Contact

Filing Contact Information

Maysy Vang, Compliance Analyst
700 Newport Center Drive
Newport Beach, CA 92660

Mvang@pacificlife.com
(949) 219-6907 [Phone]
(949) 219-0579[FAX]

Filing Company Information

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660-6397
(800) 722-2333 ext. [Phone]

CoCode: 67466
Group Code: 709
Group Name:
FEIN Number: 95-1079000

State of Domicile: Nebraska
Company Type: Annuities
State ID Number:

Filing Fees

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

SERFF Tracking Number: PACL-125733432 State: Arkansas
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$20.00	07/18/2008	21494297

SERFF Tracking Number: PACL-125733432 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/24/2008	07/24/2008

SERFF Tracking Number: *PACL-125733432* *State:* *Arkansas*
Filing Company: *Pacific Life Insurance Company* *State Tracking Number:* *39675*
Company Tracking Number: *20-1154*
TOI: *A10 Annuities - Other* *Sub-TOI:* *A10.000 Annuities - Other*
Product Name: *Guaranteed Withdrawal Benefit Rider*
Project Name/Number: *Guaranteed Withdrawal Benefit Rider/20-1154*

Disposition

Disposition Date: 07/24/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-125733432 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 39675
 Company Tracking Number: 20-1154
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Guaranteed Withdrawal Benefit Rider		Yes

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Form Schedule

Lead Form Number: 20-1154

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	20-1154	Policy/Cont Guaranteed ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	R1154.pdf



PACIFIC LIFE

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

GUARANTEED WITHDRAWAL BENEFIT RIDER

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

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

The numeric examples contained in this Rider are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time.

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

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) is age [59½] or older when the first withdrawal was taken or the most recent reset, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to the withdrawal percentage multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

If the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) is younger than age [59½] when the first withdrawal was taken or the most recent reset, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to the lesser of:

- (a) the withdrawal percentage multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year; or
- (b) the Remaining Protected Balance as of that day.

The Protected Payment Amount will never be less than zero.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider.

Remaining Protected Balance – The amount available for future withdrawals made under this Rider. The Remaining Protected Balance will never be less than zero.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit Rider – You have purchased a Guaranteed Withdrawal Benefit Rider. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) Provides for an annual credit to be applied to the Protected Payment Base and Remaining Protected Balance as described under the **Annual Credit** provision of this Rider;
- (c) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (d) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base and Remaining Protected Balance.

This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date: (a) the age of each Annuitant is [85] years or younger; and (b) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Annual Charge – An annual charge for expenses related to this Rider will be deducted from the Investment Options on a proportionate basis relative to the Account Value in each such Investment Option.

The annual charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The annual charge is equal to [0.85%] (not to exceed a maximum annual charge percentage of 1.50%) multiplied by the Protected Payment Base on the day the charge is deducted.

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Contract Anniversary, the entire annual charge for the prior Contract Year will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary, we will prorate the annual charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

We will waive the annual charge for the current Contract Year in the following cases:

- (a) if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant;
- (b) upon full annuitization of the Contract;
- (c) after the Contract Value is zero.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

Change in Annual Charge – The annual charge percentage may change as a result of any automatic reset or Owner-elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same rider. If we are no longer issuing this rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base and Remaining Protected Balance are never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

Initial Values – The Protected Payment Base and Remaining Protected Balance are initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base and Remaining Protected Balance are equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary. The initial Protected Payment Amount on the Rider Effective Date is equal to the applicable withdrawal percentage (based on the Owner's age at the time of purchase) multiplied by the Protected Payment Base.

Subsequent Purchase Payments – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base and Remaining Protected Balance by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For purposes of this Rider, in no event may any Purchase Payment received on or after the first (1st) Contract Anniversary, measured from the Rider Effective Date or the most recent Reset Date, whichever is later, result in the total of all Purchase Payments received since that Contract Anniversary to exceed \$100,000, without our prior approval.

This provision only applies if the Contract permits Purchase Payments after the first (1st) Contract Anniversary, measured from the Contract Date.

For purposes of this Rider, we reserve the right to restrict subsequent Purchase Payments.

Annual Credit – On each Contract Anniversary after the Rider Effective Date, an annual credit will be applied to the Protected Payment Base and Remaining Protected Balance if, as of that Contract Anniversary:

- (a) no withdrawals have occurred after the Rider Effective Date or the most recent Reset Date, whichever is later; and
- (b) that Contract Anniversary is within the first [ten (10)] Contract Anniversaries, measured from the Rider Effective Date or the most recent Reset Date, whichever is later.

The annual credit is equal to [7%] of the sum of (A) and (B) as of the Contract Anniversary on which the credit is added, where:

- (A) is the Remaining Protected Balance on the Rider Effective Date or the most recent Reset Date, whichever is later.
- (B) is cumulative Purchase Payments received after the Rider Effective Date or the most recent Reset Date, whichever is later.

Once a withdrawal has occurred, no annual credit will be applied to the Protected Payment Base and Remaining Protected Balance on any Contract Anniversary following the withdrawal, unless an automatic reset or an Owner-elected reset occurs, in which case eligibility for the annual credit will begin as of the Reset Date.

Withdrawal Percentage – The withdrawal percentage is determined according to the table below based on oldest Owner's age (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) at Rider Effective Date or the most recent Reset Date, whichever is later. The withdrawal percentages are as follows:

Age	Withdrawal Percentage
Before [59½]	[5.0%]
[59½] – 64	[5.0%]
65 – 69	[5.0%]
70 – 74	[5.0%]
75 - 79	[6.0%]
80 – 84	[6.0%]
85 and older	[6.0%]

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged. Immediately following the withdrawal, the Remaining Protected Balance will decrease by the withdrawal amount.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base and Remaining Protected Balance. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);

- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero;
- (d) Determine the new Remaining Protected Balance which equals the lesser of:
 - 1. (Remaining Protected Balance immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal) multiplied by (1 minus B); or
 - 2. The Remaining Protected Balance immediately prior to the withdrawal minus the total withdrawal amount.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals to Satisfy Required Minimum Distribution – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

Immediately following an RMD withdrawal, the Remaining Protected Balance will decrease by the RMD withdrawal amount.

Depletion of Contract Value – If a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) if the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner):
 - (i) was younger than age [59½] when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the Remaining Protected Balance is reduced to zero; or
 - (ii) was age [59½] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant.

The payments under subparagraphs (a)(i) and (a)(ii) above will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;

- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) any Remaining Protected Balance will not be available for payment in a lump sum and will not be applied to provide payments under an Annuity Option; and
- (d) the Contract will cease to provide any death benefit.

If the Owner or sole surviving Annuitant dies and the Contract Value is zero as of the date of death, any Remaining Protected Balance will be paid to the Beneficiary under the series of pre-authorized withdrawals and payment frequency then in effect at the time of the Owner’s or sole surviving Annuitant’s death.

Depletion of Remaining Protected Balance – If a withdrawal reduces the Remaining Protected Balance to zero and Contract Value remains, the following will apply:

If the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner):

- (a) was younger than age [59½] when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, this Rider will terminate; or
- (b) was age [59½] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, you may elect to withdraw up to the Protected Payment Amount each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant.

If a withdrawal made under subparagraph (b) (except an RMD withdrawal) taken from the Contract exceeds the Protected Payment Amount, the Protected Payment Base will be reduced according to the **Withdrawals Exceeding Protected Payment Amount** provision of this Rider.

Any death benefit proceeds to be paid to the Beneficiary from remaining Contract Value will be paid as described under the **Death Benefit** provisions of the Contract.

Automatic Reset – On each Contract Anniversary while this rider is in effect and before the Annuity Date and after any annual credit is applied, we will automatically reset the Protected Payment Base and Remaining Protected Balance if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base and Remaining Protected Balance will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

Automatic Reset - Opt-Out Election – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Remaining Protected Balance, Protected Payment Amount and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

Automatic Reset – Future Participation – You may elect not to participate in future automatic resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic resets, you may re-elect to participate in future automatic resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

Owner-Elected Resets (Non-Automatic) – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date and after any annual credit is applied, we will set the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the reset is effective. This option may result in a reduction in the Protected Payment Base, Remaining Protected Balance, and Protected Payment Amount and any annual credit that may be applied. We will provide you with written confirmation of your election.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. Eligibility for the annual credit, the limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base, Remaining Protected Balance and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Remaining Protected Balance is reduced to zero. If the Remaining Protected Balance is at zero when the Owner dies, this Rider will terminate.

The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries. If a reset takes place, then the provisions of this Rider will continue in full force and in effect for the surviving spouse. If a reset takes place, the withdrawal percentage may change and will be determined based on the age of the surviving spouse.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day the Remaining Protected Balance is reduced to zero;
- (c) the day of the first death of an Owner or the date of death of the sole surviving Annuitant;
- (d) the day the Contract is terminated in accordance with the provisions of the Contract;
- (e) the day we are notified of a change in ownership of the Contract to a non-spouse Owner if the Contract is non-qualified, excluding changes in ownership to or from certain trusts; or
- (f) the Annuity Date;
- (g) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount.

This Rider will not terminate under subparagraph (b) above if the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) was age $[59\frac{1}{2}]$ or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later.

This Rider and the Contract will not terminate under subparagraph (d) above if at the time of this event, the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under:

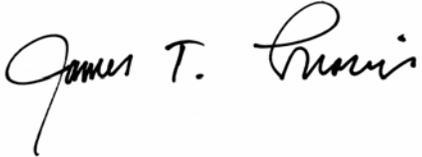
- (i) subparagraph (b) if the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) was younger than age [59½] when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later; or
- (ii) subparagraph (c) if the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) was age [59½] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later.

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

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

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary

GUARANTEED WITHDRAWAL BENEFIT RIDER

SAMPLE CALCULATIONS

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider Effective Date = Contract Date
- Rider purchased by a 74 year old
- Automatic resets are shown, if applicable
- A new annual credit period begins upon a reset

Example #1 – Setting of Initial Values.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Annual Credit	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
1	\$100,000		\$100,000	\$0	\$100,000	\$5,000	\$100,000

Example #2 – Subsequent Purchase Payments.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Annual Credit	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
1	\$100,000		\$100,000	\$0	\$100,000	\$5,000	\$100,000
Activity	\$100,000		\$200,000		\$200,000	\$10,000	\$200,000
2			\$207,000	\$14,000	\$214,000	\$10,700	\$214,000

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base and Remaining Protected Balance are increased by the amount of the Purchase Payment.
- Since no withdrawals were taken during the first Contract Year, an annual credit of \$14,000 (7% x \$200,000) is added to the Protected Payment Base and Remaining Protected Balance at the beginning of Contract Year 2.

Example #3 – Withdrawals Not Exceeding The Protected Payment Amount.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Annual Credit	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
1	\$100,000		\$100,000	\$0	\$100,000	\$5,000	\$100,000
Activity	\$100,000		\$200,000		\$200,000	\$10,000	\$200,000
2			\$207,000	\$14,000	\$214,000	\$10,700	\$214,000
Activity		\$10,700	\$210,790		\$214,000	\$0	\$203,300
3			\$210,790	\$0	\$214,000	\$10,700	\$203,300
Activity		\$10,700	\$214,845		\$214,000	\$0	\$192,600
4			\$214,845	\$0	\$214,845	\$12,890	\$214,845
Activity		\$12,890	\$216,994		\$214,845	\$0	\$201,955
5			\$216,994	\$0	\$216,994	\$13,019	\$216,994
6			\$232,184	\$15,190	\$232,184	\$13,931	\$232,184

- Since a withdrawal takes place in Contract Year 2, the Protected Payment Base remains at \$214,000 and the Remaining Protected Balance is reduced by the amount of the withdrawal to \$203,300. Also, the annual credit is not added to the Protected Payment Base and Remaining Protected Balance at the beginning of Contract Year 3.
- An automatic reset takes place at the beginning of Contract Year 4, since the Contract Value (\$214,845) is higher than the Protected Payment Base (\$214,000). This resets the Protected Payment Base and Remaining Protected Balance to \$214,845. Also, the Protected Payment Amount increases to \$12,890 (6% x \$214,845) since a reset took place on a Contract Anniversary after the Owner reached age 75.
- An annual credit of \$15,190 is added to the Protected Payment Base and Remaining Protected Balance at the beginning of Contract Year 6 since a reset took place at the beginning of Contract Year 5 and no withdrawals were taken in Contract Year 5.

Example #4 – Withdrawals Exceeding the Protected Payment Amount.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Annual Credit	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
1	\$100,000		\$100,000	\$0	\$100,000	\$5,000	\$100,000
Activity	\$100,000		\$200,000		\$200,000	\$10,000	\$200,000
2			\$207,000	\$14,000	\$214,000	\$10,700	\$214,000
Activity		\$15,000	\$206,490		\$209,634	\$0	\$199,000
3			\$206,490	\$0	\$209,634	\$10,481	\$199,000
4			\$220,944	\$0	\$220,944	\$13,256	\$220,944

- Due to the withdrawal, which exceeded the Protected Payment Amount, of \$15,000 made in Contract Year 2, the Protected Payment Base is reduced to \$209,634 and the Remaining Protected Balance is reduced to \$199,000.
 - $A = \$4,300 = (\$15,000 - \$10,700)$
 - $B = 0.0204 = (\$4,300 / (\$221,490 - \$10,700))$
 - $\text{Protected Payment Base} = \$209,634 = \$214,000 \times (1 - 0.0204)$
 - $\text{Remaining Protected Balance} = \$199,000 = \text{lesser of:}$
 - $\$199,152 = (\$214,000 - \$10,700) \times (1 - 0.0204); \text{ or}$
 - $\$199,000 = (\$214,000 - \$15,000)$
 - At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$10,481 (5% x \$209,634)
- An automatic reset takes place at the beginning of Contract Year 4 since the Contract Value (\$220,944) is higher than the Protected Payment Base (\$209,634). This resets the Protected Payment Base and Remaining Protected Balance to \$220,944. Also, the Protected Payment Amount increases to \$13,256 (6% x \$220,944) at the beginning of Contract Year 4 because a reset took place on a Contract Anniversary after the Owner reached age 75.

SERFF Tracking Number: *PACL-125733432* *State:* *Arkansas*
Filing Company: *Pacific Life Insurance Company* *State Tracking Number:* *39675*
Company Tracking Number: *20-1154*
TOI: *A10 Annuities - Other* *Sub-TOI:* *A10.000 Annuities - Other*
Product Name: *Guaranteed Withdrawal Benefit Rider*
Project Name/Number: *Guaranteed Withdrawal Benefit Rider/20-1154*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-125733432 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 39675
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TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Guaranteed Withdrawal Benefit Rider
Project Name/Number: Guaranteed Withdrawal Benefit Rider/20-1154

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/14/2008
Comments:
Attachment:
AR 1154 Cert 6 and 19.pdf

Review Status:

Satisfied -Name: Statement of Variability 07/17/2008
Comments:
Attachment:
SV1154.pdf

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

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

Form Number(s): **Form Description(s):**
20-1154 Guaranteed Withdrawal Benefit Rider

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



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

07/17/2008

Date

Contact Person:

Brian Deleget
Sr. Compliance Analyst
Product Compliance
Email: Brian.Deleget@pacifilicliflife.com
800-722-2333 Ext. 7262

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

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

Form Number(s): **Form Description(s):**
20-1154 Guaranteed Withdrawal Benefit Rider

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



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

07/17/2008

Date

Contact Person:

Brian Deleget
Sr. Compliance Analyst
Product Compliance
Email: Brian.Deleget@pacificlife.com
(866) 746-2724 ext 3281

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
20-1154	Guaranteed Withdrawal Benefit Rider

The following is an explanation of the variable material applicable to the above referenced form.

Company Address (page 1) – In the event of a change in the company address, the new address will be shown.

Protected Payment Amount (page 2) – The age of the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) upon which benefits are calculated may change for new issues of the rider. The range will be between the ages of 55 and 65.

Guaranteed Withdrawal Benefit Rider (pages 2-3) - The maximum issue age of each Annuitant may change for new issues of the rider. The range will be between the ages of 75 and 85.

Annual Charge (page 3) – The annual charge percentage may change in the future for new issues of the above referenced rider. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.

Annual Credit (page 4) – The duration and percentage amount of the Annual Credit may change for new issues of the rider. The range of the Annual Credit will be between 1.0% and 10.0%.

Withdrawal Percentage (page 4) - The age of the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) upon which benefits are calculated may change for new issues of the rider. The range will be between the ages of 55 and 65. Additionally, the Withdrawal Percentage may change for new issues of the rider. The range will be between 3.0% and 9.0%.

Depletion of Contract Value (page 5) - The age of the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) upon which benefits are calculated may change for new issues of the rider. The range will be between the ages of 55 and 65.

Depletion of Remaining Protected Balance (pages 5-6) - The age of the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) upon which benefits are calculated may change for new issues of the rider. The range will be between the ages of 55 and 65.

Automatic Reset – Opt-Out Election (page 6) - The time period following a Contract Anniversary for which an Owner may opt-out of an automatic reset may change for new issues of the rider.

Owner-Elected Resets (Non-Automatic) (page 6) - The time period following a Contract Anniversary for which an Owner may elect to reset may change for new issues of the rider.

Termination of Rider (pages 7-8) – The age of the oldest Owner (or youngest Annuitant, in the case of an Owner who is a Non-Natural Owner) upon which benefits are calculated may change for new issues of the rider. The range will be between the ages of 55 and 65.

Rider Effective Date (page 8) – The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for inforce contract owners purchasing the rider after the Contract Date.

Company Officer's Signatures and Titles (page 8) – In the event of a change in company officers, the new company officer's signature and title will be shown.

Except as otherwise described above, no other variable items appear within the rider.

Company Contact Person

For inquires regarding this Statement of Variability, please contact:

J. Brian Deleget
Senior Compliance Analyst
Annuities & Mutual Funds Compliance
Email: Brian.Deleget@PacificLife.com
Toll Free: (800) 722-2333 x 7262
Direct Fax: (949) 219-0579

Date Prepared: July 17, 2008