

SERFF Tracking Number: PACL-125752050 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 39856
Company Tracking Number:
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: 15-1152 Excess Withdrawal Endorsement
Project Name/Number: 15-1152 Excess Withdrawal Endorsement/15-1152

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: 15-1152 Excess Withdrawal Endorsement SERFF Tr Num: PACL-125752050 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed State Tr Num: 39856

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: State Status: Approved-Closed

Filing Type: Form

Co Status: Reviewer(s): Linda Bird

Authors: Larry Gardner, Karima Rajan, Maysy Vang, Brian Deleget, Karen Givens Disposition Date: 08/11/2008

Date Submitted: 08/06/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 15-1152 Excess Withdrawal Endorsement

Status of Filing in Domicile: Pending

Project Number: 15-1152

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: 08/11/2008

State Status Changed: 08/11/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

NAIC: 67466

FEIN: 95-1079000

To the Individual Life Insurance Department of Arkansas.

SERFF Tracking Number: PACL-125752050 State: Arkansas
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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: 15-1152 Excess Withdrawal Endorsement
Project Name/Number: 15-1152 Excess Withdrawal Endorsement/15-1152

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

Form Number Form Description

15-1152 Excess Withdrawal Endorsement
15-1152A Excess Withdrawal Endorsement
15-1152B Excess Withdrawal Endorsement
15-1152C Excess Withdrawal Endorsement
15-1152D Excess Withdrawal Endorsement
15-1152E Excess Withdrawal Endorsement

The form submitted is new and does not replace any previously approved form.

The Endorsements enhance the provisions of the riders listed below to:

(a) change the method of computing the Protected Payment Base and Remaining Protected Balance in excess (non-compliant) withdrawal situations. The change benefits policyowners as the current method adjusts the Protected Payment Base and Remaining Protected Balance to a "lowest of" number after a non-compliant withdrawal. The new method will adjust the Protected Payment Base and Remaining Protected Balance using a prorata reduction based on the amount of the withdrawal that is in excess of the Protected Payment Amount.; and

(b) specify the events that cause termination of the Rider.

There is no additional cost associated with these enhancements.

When approved, a copy of the applicable Endorsement will be provided to new and/or in-force contract owners (as outlined below) who have purchased one of the following previously approved optional benefit riders to their contract and such rider is currently in effect:

Endorsement Form 15-1152 – New and in-force issues of the following Optional Benefit Riders:

SERFF Tracking Number: PACL-125752050 State: Arkansas
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Form Number Form Description Date Approved

20-1131 5% Guaranteed Withdrawal Benefit Rider 11/6/2006

20-1146 Guaranteed Withdrawal Benefit II Rider 12/6/2007

Endorsement Form 15-1152A – New and in-force issues of the following Optional Benefit Rider:

Form Number Form Description Date Approved

20-1120* Enhanced Guaranteed Withdrawal Benefit Rider 8/10/2005

*New sales of this rider have been discontinued. Endorsement available to in-force contract owners only whose rider is currently in effect.

Endorsement Form 15-1152B – New and in-force issues of the following Optional Benefit Rider:

Form Number Form Description Date Approved

20-1135 Joint Life 5% Guaranteed Withdrawal Benefit Rider 3/19/2007

Endorsement Form 15-1152C – New and in-force issues of the following Optional Benefit Rider:

Form Number Form Description Date Approved

20-1104 Income Access Rider 1/30/2004

Endorsement Form 15-1152D – New and in-force issues of the following Optional Benefit Rider:

Form Number Form Description Date Approved

20-19800* Income Access Rider 3/12/2003

SERFF Tracking Number: PACL-125752050 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 39856
Company Tracking Number:
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Product Name: 15-1152 Excess Withdrawal Endorsement
Project Name/Number: 15-1152 Excess Withdrawal Endorsement/15-1152

*New sales of this rider have been discontinued. Endorsement available to in-force contract owners only whose rider is currently in effect.

Endorsement Form 15-1152E – New and in-force issues of the following Optional Benefit Rider:

Form Number	Form Description	Date Approved
20-1119*	Guaranteed Withdrawal Benefit Rider	10/12/2004

*New sales of this rider have been discontinued. Endorsement available to in-force contract owners only whose rider is currently in effect.

The forms submitted:

- are exempt from flesch score readability requirements as they are a security subject to federal jurisdiction;
- will be filed with the Nebraska Department of Insurance (our state of domicile) and with the Securities and Exchange Commission; and
- are 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 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.

Should you have any questions or require additional information, please call toll-free 1-866-746-2724 Ext. 3281.

Company and Contact

SERFF Tracking Number: PACL-125752050 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 39856
 Company Tracking Number:
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: 15-1152 Excess Withdrawal Endorsement
 Project Name/Number: 15-1152 Excess Withdrawal Endorsement/15-1152

Filing Contact Information

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

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$120.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$120.00	08/06/2008	21811207

SERFF Tracking Number: PACL-125752050 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 39856
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: 15-1152 Excess Withdrawal Endorsement
Project Name/Number: 15-1152 Excess Withdrawal Endorsement/15-1152

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/11/2008	08/11/2008

SERFF Tracking Number: *PACL-125752050* *State:* *Arkansas*
Filing Company: *Pacific Life Insurance Company* *State Tracking Number:* *39856*
Company Tracking Number:
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *15-1152 Excess Withdrawal Endorsement*
Project Name/Number: *15-1152 Excess Withdrawal Endorsement/15-1152*

Disposition

Disposition Date: 08/11/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-125752050 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 39856
 Company Tracking Number:
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: 15-1152 Excess Withdrawal Endorsement
 Project Name/Number: 15-1152 Excess Withdrawal Endorsement/15-1152

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	Excess Withdrawal Endorsement		Yes
Form	Excess Withdrawal Endorsement		Yes
Form	Excess Withdrawal Endorsement		Yes
Form	Excess Withdrawal Endorsement		Yes
Form	Excess Withdrawal Endorsement		Yes
Form	Excess Withdrawal Endorsement		Yes

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Form Schedule

Lead Form Number: 15-1152

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	15-1152	Policy/Cont Excess Withdrawal ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	E1152.pdf
	15-1152A	Policy/Cont Excess Withdrawal ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	E1152A.pdf
	15-1152B	Policy/Cont Excess Withdrawal ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	E1152B.pdf
	15-1152C	Policy/Cont Excess Withdrawal ract/Fratern Endorsement al Certificate: Amendmen	Initial		0	E1152C.pdf

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 Product Name: 15-1152 Excess Withdrawal Endorsement
 Project Name/Number: 15-1152 Excess Withdrawal Endorsement/15-1152

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15-1152D Policy/Cont Excess Withdrawal Initial 0 E1152D.pdf
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15-1152E Policy/Cont Excess Withdrawal Initial 0 E1152E.pdf
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PACIFIC LIFE

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

EXCESS WITHDRAWAL ENDORSEMENT

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

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

This Endorsement modifies the provisions of the Rider to:

- (a) change the method of computing the Protected Payment Base and Remaining Protected Balance in excess withdrawal situations; and
- (b) specify the events that cause termination of the Rider.

The section titled **Withdrawals Exceeding Protected Payment Amount** is deleted and replaced with the following:

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 the 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.

The section titled **Depletion of Remaining Protected Balance** is deleted and replaced with the following:

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 5% of the Protected Payment Base 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.

The section titled **Termination of Rider** is deleted and replaced with the following:

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 an asset allocation program established and maintained by us for 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;
- (f) the Annuity Date; or
- (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 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. In this case the Rider will terminate under subparagraph (c).

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 5% of the Protected Payment Base. 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.

Effective Date – This Endorsement is effective as of the Rider Effective Date, unless a later date is shown below.

Effective Date: [date]

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

PACIFIC LIFE INSURANCE COMPANY

James T. Quinn
Chairman and Chief Executive Officer

Candace L. Miller
Secretary



PACIFIC LIFE

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

EXCESS WITHDRAWAL ENDORSEMENT

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

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

This Endorsement modifies the provisions of the Rider to:

- (a) change the method of computing the Protected Payment Base and Remaining Protected Balance in excess withdrawal situations; and
- (b) specify the events that cause termination of the Rider.

The section titled **Withdrawals Exceeding Protected Payment Amount** is deleted and replaced with the following:

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 the 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.

The section titled **Depletion of Remaining Protected Balance** is deleted and replaced with the following:

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 age 64 or younger 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 65 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 5% of the Protected Payment Base 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.

The section titled **Termination of Rider** is deleted and replaced with the following:

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 an asset allocation program established and maintained by us for 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;
- (f) the Annuity Date; or
- (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 65 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. In this case the Rider will terminate under subparagraph (c).

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 5% of the Protected Payment Base. 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 age 64 or younger 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 65 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.

Effective Date – This Endorsement is effective as of the Rider Effective Date, unless a later date is shown below.

Effective Date: [date]

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

PACIFIC LIFE INSURANCE COMPANY

James T. Quinn
Chairman and Chief Executive Officer

Candace L. Miller
Secretary



PACIFIC LIFE

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700 Newport Center Drive
Newport Beach, CA 92660
A Stock Company

EXCESS WITHDRAWAL ENDORSEMENT

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

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

This Endorsement modifies the provisions of the Rider to:

- (a) change the method of computing the Protected Payment Base and Remaining Protected Balance in excess withdrawal situations; and
- (b) specify the events that cause termination of the Rider.

The section titled **Withdrawals Exceeding Protected Payment Amount** is deleted and replaced with the following:

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 the 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.

The section titled **Depletion of Remaining Protected Balance** is deleted and replaced with the following:

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

- (a) if a withdrawal (except an RMD withdrawal) exceeds the Protected Payment Amount, the Protected Payment Base will be reduced according to the **Withdrawals Exceeding Protected Payment Amount** provision of this Rider; and
- (b) 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.

The section titled **Termination of Rider** is deleted and replaced with the following:

Termination of Rider – Except as otherwise provided under the **Spousal Continuation** 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 an asset allocation program established and maintained by us for this Rider;
- (b) the day of death of all Designated Lives eligible for lifetime benefits;
- (c) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits;
- (d) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the Spousal Continuation provision;
- (e) if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life eligible for lifetime benefits and who is also an Owner;
- (f) the day the Contract is terminated in accordance with the provisions of the Contract;
- (g) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA);
- (h) the Annuity Date; or
- (i) 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.

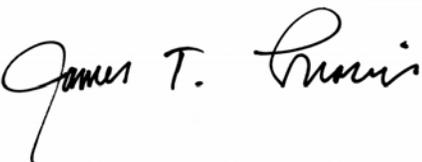
This Rider and the Contract will not terminate under subparagraphs (b) and (e) if, at the time of these events, the Contract Value is zero and we are making pre-authorized withdrawals of 5% of the Protected Payment Base. In these cases, the Rider and Contract will terminate when the Remaining Protected Balance is reduced to zero.

Effective Date – This Endorsement is effective as of the Rider Effective Date, unless a later date is shown below.

Effective Date: [date]

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

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary



PACIFIC LIFE

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700 Newport Center Drive
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EXCESS WITHDRAWAL ENDORSEMENT

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

This Endorsement modifies the provisions of the Rider to:

- (a) change the method of computing the Protected Payment Base and Remaining Protected Balance in excess withdrawal situations; and
- (b) specify the events that cause termination of the Rider.

The section titled **Withdrawal of Protected Payment Amount** is deleted and replaced with the following:

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may make cumulative withdrawals up to the Protected Payment Amount each Contract Year without any adjustment to the Protected Payment Base, regardless of market performance, until the Remaining Protected Balance equals zero. Such withdrawals may be taken in a lump sum, in multiple withdrawals or in a series of pre-authorized withdrawals within the Contract Year.

Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year.

If a withdrawal does not cause the total amount withdrawn during the Contract Year to exceed the Protected Payment Amount, the Protected Payment Base will remain unchanged. The Remaining Protected Balance will decrease by the withdrawal amount immediately following the withdrawal.

Example #3 – Illustration of cumulative withdrawals during the second Contract Year not exceeding the Protected Payment Amount established for that Contract Year.

Contract Years	Purchase Payments Received	Withdrawal Amount	Contract Value After Activity	Protected Payment Base (PPB)	Protected Payment Amount (7% of PPB)	Remaining Protected Balance
Beginning of Year 1	\$100,000			\$100,000	\$7,000	\$100,000
Activity	\$20,000		\$122,000	\$120,000		\$120,000
Beginning of Year 2				\$120,000	\$8,400	\$120,000
Activity		\$8,400	\$110,600			\$111,600
Beginning of Year 3				\$120,000	\$8,400	\$111,600

For any withdrawal that is not an RMD withdrawal which causes the total amount withdrawn during the Contract Year to exceed the Protected Payment Amount, we will reset the Protected Payment Base and Remaining Protected Balance according to the following calculation:

- (a) Determine the excess withdrawal amount ("A") where A equals X minus Y defined as follows:

X = withdrawal amount.

Y = the greater of:

1. Protected Payment Amount minus cumulative withdrawals prior to the withdrawal; or
2. Zero.

- (b) Determine the ratio for proportionate reduction ("B") where B equals A divided by (Contract Value immediately prior to the withdrawal minus Y);
- (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) For each withdrawal taken during the Contract Year, determine the new Remaining Protected Balance which equals the lesser of:
 1. (Remaining Protected Balance immediately prior to the withdrawal, adjusted for any prior withdrawals taken during the current Contract Year, minus Y) multiplied by (1 minus B); or
 2. The Remaining Protected Balance immediately prior to the withdrawal, adjusted for any prior withdrawals taken during the current Contract Year, 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.

The Protected Payment Amount will remain unchanged until the Contract Anniversary following the withdrawal when the Protected Payment Amount for the new Contract Year is determined.

Example #4 – Illustration of cumulative withdrawals during the third Contract Year exceeding the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base and Remaining Protected Balance.

Contract Years	Purchase Payments Received	Withdrawal Amount	Contract Value After Activity	Protected Payment Base (PPB)	Protected Payment Amount (7% of PPB)	Remaining Protected Balance
Beginning of Year 1	\$100,000			\$100,000	\$7,000	\$100,000
Activity	\$20,000		\$122,000	\$120,000		\$120,000
Beginning of Year 2				\$120,000	\$8,400	\$120,000
Activity		\$8,400	\$110,600	\$120,000		\$111,600
Beginning of Year 3				\$120,000	\$8,400	\$111,600
Activity (Withdrawal)		\$8,400	\$103,600	\$120,000		\$103,200
Activity (Withdrawal)		\$5,000	\$94,000	\$113,939		\$97,987
Beginning of Year 4			\$94,000	\$113,939	\$7,976	\$97,987

- Due to the non-compliant withdrawal of \$5,000 made in Contract Year 3, the Protected Payment Base is reduced to \$113,939 and the Remaining Protected Balance is reduced to \$97,987.
 - $A = \$4,300 = (\$5,000 - \$0)$
 - $B = 0.0505 = (\$5,000 / (\$99,000 - \$0))$
 - $Protected\ Payment\ Base = \$113,939 = \$120,000 \times (1 - 0.0505)$
 - $Remaining\ Protected\ Balance = \$97,987 = \text{lesser of:}$
 - $\$97,987 = (\$103,200 - \$0) \times (1 - 0.0505)$; or
 - $\$98,200 = (\$103,200 - \$5,000)$
 - At the beginning of Contract Year 4, the Protected Payment Amount is reset to \$7,976 (7% x \$113,939)

A withdrawal may not exceed the amount available for withdrawal under the Contract, if such withdrawal would cause the cumulative withdrawals for that Contract Year to exceed the Protected Payment Amount and reduce the Contract Value to zero.

If, immediately after a withdrawal: (a) the cumulative withdrawals for that Contract Year do not exceed the Protected Payment Amount; and (b) the Contract Value is reduced to zero, the following will apply:

- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency, as elected by you, but no less frequently than annually, until the Remaining Protected Balance is reduced to zero;

- no additional Purchase Payments will be accepted under the Contract;
- any Remaining Protected Balance will not be available for payment in a lump sum or may not be applied to provide payments under an Annuity Option; and
- 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 designated 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.

The section titled **Termination of Rider** is deleted and replaced with the following:

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 Contract Anniversary immediately following the day any portion of the Contract Value is no longer invested according to an asset allocation program established and maintained by us for this Rider;
- (b) the Contract Anniversary immediately following the day 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, except as otherwise provided in the paragraph below;
- (d) the day the Contract is terminated in accordance with the provisions of the Contract, except as otherwise provided in the paragraph below;
- (e) the Annuity Date; or
- (f) 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.

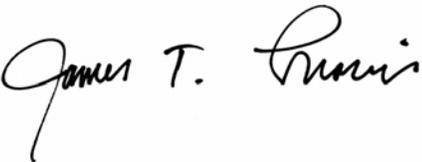
This Rider and the Contract will not terminate under subparagraphs (c) and (d) above, if at the time of these events, the Contract Value is zero and we are making pre-authorized withdrawals of the Remaining Protected Balance, as described in the **Withdrawal of Protected Payment Amount** provision of this Rider. In this case, the Rider and the Contract will terminate as described in subparagraph (b) above.

Effective Date – This Endorsement is effective as of the Rider Effective Date, unless a later date is shown below.

Effective Date: [date]

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

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary



PACIFIC LIFE

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

EXCESS WITHDRAWAL ENDORSEMENT

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

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

This Endorsement modifies the provisions of the Rider to:

- (a) change the method of computing the Protected Payment Base and Remaining Protected Balance in excess withdrawal situations; and
- (b) specify the events that cause termination of the Rider.

The section titled **Withdrawal of Protected Payment Amount** is deleted and replaced with the following:

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount each Contract Year without any adjustment to the Protected Payment Base, regardless of market performance, until the Remaining Protected Balance equals zero. Such withdrawals may be taken in a lump sum, in multiple withdrawals or in a series of pre-authorized withdrawals within the Contract Year.

Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year.

For any withdrawal that is not an RMD withdrawal which causes the total amount withdrawn during the Contract Year to exceed the Protected Payment Amount, we will reset the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount on the next Contract Anniversary following the withdrawal, as follows:

On the Contract Anniversary following the date of withdrawal:

- (a) Determine the excess withdrawal amount (“A”) where A equals X minus Y defined as follows:

X = withdrawal amount.

Y = the greater of:

- 1. Protected Payment Amount minus cumulative withdrawals taken prior to the withdrawal, during the current Contract Year; or
- 2. Zero.

- (b) Determine the ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Y);
- (c) Determine the new Protected Payment Base which equals Protected Payment Base immediately prior to the withdrawal, adjusted for any prior excess withdrawals taken during the current contract year, multiplied by (1 minus B). The Protected Payment Base will never be less than zero;
- (d) For each withdrawal taken during the Contract Year, determine the new Remaining Protected Balance which equals the lesser of:

1. (Remaining Protected Balance immediately prior to the withdrawal, adjusted for any prior withdrawals taken during the current contract year minus Y) multiplied by (1 minus B); or
2. The Remaining Protected Balance immediately prior to the withdrawal, adjusted for any prior withdrawals taken during the current Contract Year, 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.

If, immediately after a withdrawal, the Contract Value is less than the Protected Payment Amount, or is reduced to zero, the following will apply:

- withdrawals will be limited to an amount up to the Protected Payment Amount, until the Remaining Protected Balance is reduced to zero;
- withdrawals will be paid under a series of pre-authorized withdrawals under a payment frequency, as elected by you, but no less frequently than annually;
- no additional Purchase Payments will be accepted under the Contract;
- any Remaining Protected Balance will not be available for payment in a lump sum or may not be applied to provide payments under an Annuity Option; and
- the Contract will cease to provide any death benefit.

This Rider will effectively terminate on the next Contract Anniversary following the day the last withdrawal, under the series of pre-authorized withdrawals, reduces the Remaining Protected Balance to zero. The entire Income Access Charge for the prior Contract Year will be deducted from any remaining Contract Value on the Contract Anniversary on which the Rider terminates.

The section titled **Termination of Rider** is deleted and replaced with the following:

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 Contract Anniversary immediately following the day any portion of the Contract Value is no longer invested according to an asset allocation program established and maintained by us for this Rider;
- (b) the Contract Anniversary immediately following the day the Remaining Protected Balance is reduced to zero;
- (c) the date a full withdrawal of the amount available for withdrawal is made under the Contract;
- (d) the date of the first death of an Owner or the date of death of the sole surviving Annuitant, except as otherwise provided in the paragraph below;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract, except as otherwise provided in the paragraph below;
- (f) the Annuity Date; or
- (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.

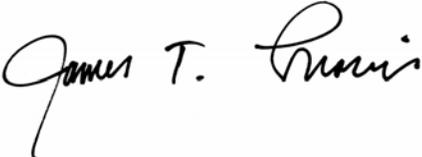
This Rider and the Contract will not terminate under subparagraphs (c) and (e) above, if at the time of these events, the Contract Value is zero and we are making pre-authorized withdrawals of the Remaining Protected Balance, as described in the **Withdrawal of Protected Payment Amount** provision of this Rider. In this case, the Rider and the Contract will terminate as described in subparagraph (b) above.

Effective Date – This Endorsement is effective as of the Rider Effective Date, unless a later date is shown below.

Effective Date: [date]

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

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary



PACIFIC LIFE

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

EXCESS WITHDRAWAL ENDORSEMENT

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

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

This Endorsement modifies the provisions of the Rider to:

- (a) change the method of computing the Protected Payment Base and Remaining Protected Balance in excess withdrawal situations; and
- (b) specify the events that cause termination of the Rider.

The section titled **Withdrawal of Protected Payment Amount** is deleted and replaced with the following:

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without reducing the Protected Payment Base, regardless of market performance, until the Remaining Protected Balance equals zero.

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

For any withdrawal that is not an RMD withdrawal which exceeds the Protected Payment Amount immediately prior to that withdrawal, we will adjust the Protected Payment Base and Remaining Protected Balance 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 the 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.

A withdrawal may not exceed the amount available for withdrawal under the Contract if such withdrawal would exceed the Protected Payment Amount.

If a withdrawal: (a) does not exceed the Protected Payment Amount; and (b) reduces the Contract Value to zero, the following will apply:

- 5% of the Protected Payment Base will be paid each year until the Remaining Protected Balance is reduced to zero. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by you, but no less frequently than annually;
- no additional Purchase Payments will be accepted under the Contract;
- any Remaining Protected Balance will not be available for payment in a lump sum and may not be applied to provide payments under an Annuity Option; and
- 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.

The section titled **Termination of Rider** is deleted and replaced with the following:

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 an asset allocation program established and maintained by us for 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, except as otherwise provided in the paragraph below;
- (d) the day the Contract is terminated in accordance with the provisions of the Contract, except as otherwise provided in the paragraph below;
- (e) the Annuity Date; or
- (f) 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.

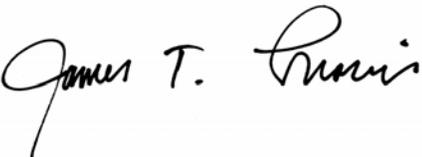
This Rider and the Contract will not terminate under subparagraphs (c) and (d) above, if at the time of these events, the Contract Value is zero and we are making pre-authorized withdrawals of the Remaining Protected Balance, as described in the **Withdrawal of Protected Payment Amount** provision of this Rider. In this case, the Rider and the Contract will terminate as described in subparagraph (b) above.

Effective Date – This Endorsement is effective as of the Rider Effective Date, unless a later date is shown below.

Effective Date: [date]

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

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary

SERFF Tracking Number: *PACL-125752050* *State:* *Arkansas*
Filing Company: *Pacific Life Insurance Company* *State Tracking Number:* *39856*
Company Tracking Number:
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *15-1152 Excess Withdrawal Endorsement*
Project Name/Number: *15-1152 Excess Withdrawal Endorsement/15-1152*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-125752050 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 39856
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: 15-1152 Excess Withdrawal Endorsement
Project Name/Number: 15-1152 Excess Withdrawal Endorsement/15-1152

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/29/2008
Comments:
Attachments:
arkansas reg 6 cert.pdf
arkansas reg 19 cert.pdf

Review Status:

Bypassed -Name: Application 07/29/2008
Bypass Reason: n/a
Comments:

Review Status:

Satisfied -Name: Statement of Variability 07/31/2008
Comments:
Attachment:
15-1152 Statement of Variability.pdf

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

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
15-1152	Excess Withdrawal Endorsement
15-1152A	Excess Withdrawal Endorsement
15-1152B	Excess Withdrawal Endorsement
15-1152C	Excess Withdrawal Endorsement
15-1152D	Excess Withdrawal Endorsement
15-1152E	Excess Withdrawal Endorsement

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

08/1/2008
Date

Contact Person:

Karima Rajan
Compliance Analyst
Product Compliance
Email: Karima.rajan@pacificlifec.com
1-800-746-2724 ext 3280

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

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
15-1152	Excess Withdrawal Endorsement
15-1152A	Excess Withdrawal Endorsement
15-1152B	Excess Withdrawal Endorsement
15-1152C	Excess Withdrawal Endorsement
15-1152D	Excess Withdrawal Endorsement
15-1152E	Excess Withdrawal Endorsement

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

08/1/2008

Date

Contact Person:

Karima Rajan
Compliance Analyst
Product Compliance
Email: Karima.rajan@pacificlifec.com
1-800-746-2724 ext 3280

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
15-1152	Endorsement
15-1152A	Endorsement
15-1152B	Endorsement
15-1152C	Endorsement
15-1152D	Endorsement
15-1152E	Endorsement

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

Endorsement Form No. 15-1152, 15-1152A, 15-1152B, 15-1152C, 15-1152D, 15-1152E

- 1. Company Address** – In the event of a change in the company address, the new address will be shown.
- 2. Effective Date** – For variable annuity contracts issued prior to November 1, 2008, the Endorsement is effective November 1, 2008. For new issues, the Endorsement is effective on the Contract Date.
- 3. Company Officer's Signatures and Titles** – In the event of a change in company officers, the new company officer's signature and title will be shown.

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

Company Contact Person

For inquiries regarding this Statement of Variability, please contact:

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

Date Prepared: August 1, 2008