

SERFF Tracking Number: PACL-126353889 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43862
Company Tracking Number: 20-1171
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Guaranteed Withdrawal Benefit III-A Rider
Project Name/Number: Guaranteed Withdrawal Benefit III-A Rider/20-1171

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Guaranteed Withdrawal Benefit SERFF Tr Num: PACL-126353889 State: Arkansas

III-A Rider

TOI: A03I Individual Annuities - Deferred
Variable

SERFF Status: Closed-Approved-
Closed State Tr Num: 43862

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 20-1171

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Larry Gardner, Maysy

Disposition Date: 10/23/2009

Vang, Brian Deleget, Karen Givens

Date Submitted: 10/22/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Withdrawal Benefit III-A Rider

Status of Filing in Domicile: Pending

Project Number: 20-1171

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: 10/23/2009

Explanation for Other Group Market Type:

State Status Changed: 10/23/2009

Deemer Date:

Created By: Maysy Vang

Submitted By: Maysy Vang

Corresponding Filing Tracking Number:

Filing Description:

NAIC: 67466

FEIN: 95-107900

To the Individual Life Insurance Department of Arkansas.

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

SERFF Tracking Number: PACL-126353889 State: Arkansas
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Form Number Form Description

20-1171 Guaranteed Withdrawal Benefit III-A Rider

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

Summary of Rider Benefits

Subject to the conditions set forth in the rider, this rider provides an income management tool that allows the contract owner the ability to withdraw funds from his or her contract up to the Protected Payment Amount, without any adjustment to the Protected Payment Base, regardless of market performance until the Purchase Payments (Remaining Protected Balance) are depleted. The amount of withdrawal is dependent on the owner's age, or youngest annuitant's age if a non-natural owner, at the time the first withdrawal is made. In addition, if no withdrawals have been made and after meeting certain age requirements, an additional percentage amount will be added to the withdrawal percentage for every year the owner delays taking withdrawals. (See Withdrawal Percentage provision).

Additionally, the rider provides for the following:

- 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. (See Withdrawals to Satisfy Required Minimum Distribution provision).
- provides for automatic annual resets or Owner-elected resets of the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value as of a Reset Date. (See Automatic Reset and Owner-Elected Reset provisions);
- allows the contract owner to receive a lifetime income if the Contract Value or the Remaining Protected Balance is reduced to zero, and we are making pre-authorized withdrawals of the Protected Payment Amount, provided that the contract owner was age 59½ or older at the time of the first withdrawal or after any reset option. (See Depletion of Contract Value and Depletion of Remaining Protected Balance provisions);
- provides that if the contract owner annuitizes the contract at the maximum annuity date and the rider is still in effect at 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).

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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 1.05% (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 - State Tracking No. - Date Approved - SERFF Tracking No.
10-1170 - 0 / 85 - 43556 - 9/28/2009 - PACL-126272908

The form submitted:

- is exempt from flesch score readability requirements as it is 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
- 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.

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

Sincerely,

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

Company and Contact

Filing Contact Information

Maysy Vang, Compliance Analyst Mvang@pacificlife.com
 700 Newport Center Drive 949-219-6907 [Phone]
 Newport Beach, CA 92660 949-219-0579 [FAX]

Filing Company Information

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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$20.00	10/22/2009	31488304

SERFF Tracking Number: PACL-126353889 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43862
Company Tracking Number: 20-1171
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Guaranteed Withdrawal Benefit III-A Rider
Project Name/Number: Guaranteed Withdrawal Benefit III-A Rider/20-1171

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/23/2009	10/23/2009

SERFF Tracking Number: PACL-126353889 *State:* Arkansas
Filing Company: Pacific Life Insurance Company *State Tracking Number:* 43862
Company Tracking Number: 20-1171
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Guaranteed Withdrawal Benefit III-A Rider
Project Name/Number: Guaranteed Withdrawal Benefit III-A Rider/20-1171

Disposition

Disposition Date: 10/23/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-126353889 State: Arkansas
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 Company Tracking Number: 20-1171
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Guaranteed Withdrawal Benefit III-A Rider
 Project Name/Number: Guaranteed Withdrawal Benefit III-A Rider/20-1171

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	CERTIFICATION 6 & 19		Yes
Supporting Document	STATEMENT OF VARIABILITY		Yes
Form	Guaranteed Withdrawal Benefit III-A Rider		Yes

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Form Schedule

Lead Form Number: 20-1171

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	20-1171	Policy/Cont Guaranteed ract/Fratern Withdrawal Benefit al III-A Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	20-1171.pdf



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448

GUARANTEED WITHDRAWAL BENEFIT III-A 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 hypothetical assumptions and are for example purposes only. 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 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 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 III-A Rider – You have purchased a Guaranteed Withdrawal Benefit III-A 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) 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;
- (c) 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 on a quarterly basis. The annual charge is equal to [1.05% (0.2625%] quarterly) and will not exceed a maximum annual charge percentage of 1.50% (0.375% quarterly).

The charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the variable Investment Options on a proportionate basis relative to the Account Value in each such variable Investment Option. No portion of the annual charge will be deducted from the DCA Plus Fixed Option (if available under the Contract).

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 Quarterly Rider Anniversary, the entire charge for the prior Quarterly Rider Anniversary will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary, we will prorate the 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 Quarterly Rider Anniversary immediately following the day the Rider terminates.

We will waive the charge for the current quarter 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 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.

Withdrawal Percentage – On or prior to the date of first withdrawal (measured from the later of the Rider Effective Date or most recent Reset Date), the withdrawal percentage is determined as follows based on the oldest Owner's age (or Annuitant in the case of a non-natural Owner):

Age	Withdrawal Percentage
Before [59½]	[4.0%]
[59½] – 64	[4.0%]
65 – 69	[4.0%]
70-74	[5.0%]
75-79	[5.0%]
80-84	[5.0%]
85 and older	[6.0%]

An additional percentage amount of [0.10%] is added to the withdrawal percentages in the above table on each Contract Anniversary following the Rider Effective Date if, on such Contract Anniversary:

1. the oldest Owner (or Annuitant in the case of a non-natural Owner) has reached the age of [59½]; and
2. no withdrawals have been taken after the Rider Effective Date.

If the first withdrawal (measured from the later of the Rider Effective Date or most recent Reset Date) is taken on or after age [59½]:

- The withdrawal percentage will automatically increase according to the above table based on the oldest Owner's age (or Annuitant in the case of a non-natural Owner) as of the most recent Contract Anniversary.

If the first withdrawal (measured from the later of the Rider Effective Date or most recent Reset Date) is taken prior to age [59½]:

- The withdrawal percentage determined at the time of first withdrawal will remain unchanged unless a reset occurs. Once a reset occurs, the withdrawal percentage will be the determined at the time of the first withdrawal following such reset.

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 that 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 the ratio for proportionate reduction ("B") where B equals A divided by the (Contract Value immediately prior to the withdrawal minus the 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.

Death Benefit Amount Adjustment – If a withdrawal, including an RMD withdrawal as described in the **Withdrawals to Satisfy Required Minimum Distribution** provision, does not exceed the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount by the amount of the withdrawal.

If a withdrawal, except an RMD withdrawal, exceeds the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount. 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 (“B”) where B equals the Contract Value immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal;
- (c) Determine the ratio for proportionate reduction (“C”) where C equals (A divided by B);
- (d) Determine the new Death Benefit Amount which equals the greater of:
 1. The Contract Value as of that day, minus any withdrawals that day; or
 2. The aggregate Purchase Payments reduced by previous Death Benefit Amount Adjustments minus the Protected Payment Amount and then multiplied by (1-C).

This provision does not apply if 1) the Rider is terminated prior to the death of an Owner or sole surviving Annuitant; or 2) you have an optional death benefit rider. If you have an optional death benefit rider, adjustments for withdrawals are made pursuant to the optional death benefit rider provisions.

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 the 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 a 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 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 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 through a series of pre-authorized withdrawals with 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 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 death of an Owner or the date of death of the sole surviving Annuitant.

If a withdrawal (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 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 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. The reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. 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. A reset does not start a new period in which additional percentage amounts accrue in delay of withdrawal situations. 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 fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed 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 fixed 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.

The surviving spouse will receive any accrued increases in the withdrawal percentage, but no further additional percentage amounts accrue for delaying withdrawals.

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 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;
- (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 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.

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 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 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

 <p>Chairman and Chief Executive Officer</p>	 <p>Secretary</p>
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GUARANTEED WITHDRAWAL BENEFIT III-A RIDER

SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on hypothetical assumptions and are for example purposes only. 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 6 are based on the following assumptions:

- Rider Effective Date = Contract Date
- Rider purchased by a 68 year old
- Automatic resets are shown, if applicable

Example #1 – Setting of Initial Values.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance	Withdrawal Percentage
1	\$100,000		\$96,500	\$100,000	\$4,000	\$100,000	4.0%

- The Contract Value of \$96,500 reflects the deduction of the Sales Charge from the Purchase Payment of \$100,000.

Example #2 – Subsequent Purchase Payments.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance	Withdrawal Percentage
1	\$100,000		\$96,500	\$100,000	\$4,000	\$100,000	4.0%
Activity	\$100,000		\$202,000	\$200,000	\$8,000	\$200,000	4.0%
2			\$207,000	\$207,000	\$8,487	\$207,000	4.1%
3			\$220,000	\$220,000	\$11,440	\$200,000	5.2%

- 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 additional percentage amount is added to the withdrawal percentage which increases the withdrawal percentage to 4.1%.
- An automatic reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base and Remaining Protected Balance to \$207,000. Also, the Protected Payment Amount increases to \$8,487 (4.1% X \$207,000).
- Since no withdrawals were taken during the second Contract Year, an additional percentage amount is added to the withdrawal percentage which increases the withdrawal percentage to 4.2%.
- Since the Owner turned 70 during Contract Year 2, an additional percentage amount is added to the withdrawal percentage which increases the withdrawal percentage to 5.2%.
- An automatic reset takes place at the beginning of Contract Year 3, since the Contract Value (\$220,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base and Remaining Protected Balance to \$220,000. Also, the Protected Payment Amount increases to \$11,440 (5.2% X \$220,000).

Example #3 – Withdrawals Not Exceeding Protected Payment Amount.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance	Withdrawal Percentage
1	\$100,000		\$96,500	\$100,000	\$4,000	\$100,000	4.0%
Activity	\$100,000		\$202,000	\$200,000	\$8,000	\$200,000	4.0%
2			\$207,000	\$207,000	\$8,487	\$207,000	4.1%
3			\$220,000	\$220,000	\$11,440	\$220,000	5.2%
Activity		\$10,000	\$215,000	\$220,000	\$11,440	\$210,000	5.2%
4			\$215,000	\$220,000	\$11,440	\$220,000	5.2%
5			\$225,000	\$225,000	\$11,700	\$225,000	5.2%

- Since a withdrawal takes place in Contract Year 3, no further additional percentage amounts will be added to the withdrawal percentage so that the withdrawal percentage will remain at 5.2% until the Contract Anniversary after the Owner attains age 85. The Protected Payment Base remains the same and the Remaining Protected Balance is reduced by the amount of the withdrawal.
- An automatic reset takes place at the beginning of Contract Year 5, since the Contract Value (\$225,000) is higher than the Protected Payment Base (\$220,000). This resets the Protected Payment Base and Remaining Protected Balance to \$225,000. Also, the Protected Payment Amount increases to \$11,700 (5.2% X \$225,000).

Example #4 – Withdrawals Exceeding Protected Payment Amount.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance	Withdrawal Percentage
1	\$100,000		\$96,500	\$100,000	\$4,000	\$100,000	4.0%
Activity	\$100,000		\$202,000	\$200,000	\$8,000	\$200,000	4.0%
2			\$207,000	\$207,000	\$8,487	\$207,000	4.1%
3			\$220,000	\$220,000	\$11,440	\$220,000	5.2%
Activity		\$20,000	\$215,000	\$211,576	\$0	\$200,000	5.2%
4			\$215,000	\$211,576	\$11,002	\$200,000	5.2%
5			\$225,000	\$225,000	\$11,700	\$225,000	5.2%

- Since a withdrawal takes place in Contract Year 3, no further additional percentage amounts will be added to the withdrawal percentage so that the withdrawal percentage will remain at 5.2% until the Contract Anniversary after the Owner attains age 85.
- Due to the withdrawal of \$20,000 which exceeded the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$211,576 and the Remaining Protected Balance is reduced to \$200,000. They are determined as follows:
 - A (the excess withdrawal amount) = \$8,560 = (\$20,000 - \$11,440)
 - B (the ratio for proportionate reduction) = 0.0383 = (\$8560/(\$235,000 - \$11,440)); \$235,000 is equal to the Contract Value immediately prior to the withdrawal.
 - Protected Payment Base = \$211,576 = \$220,000 x (1 - 0.0383)
 - At the beginning of Contract Year 4, the Protected Payment Amount is reset to \$11,002 (5.2% X \$211,576)
 - Remaining Protected Balance = \$200,000 = lesser of:
 - \$200,574 = (\$220,000 - \$11,440) x (1 - 0.0383); or
 - \$200,000 = (\$220,000 - \$20,000)

An automatic reset takes place at the beginning of Contract Year 5 since the Contract Value (\$225,000) is higher than the Protected Payment Base (\$211,576). This resets the Protected Payment Base and Remaining Protected Balance to \$225,000. Also, the Protected Payment Amount increases to \$11,700 (5.2% X \$225,000).

Example #5 – Death Benefit Amount Adjustment for Withdrawal of Less than the Protected Payment Amount

Beginning of Contract Year	Purchase Payment	Protected Payment Amount	Withdrawal Amount	Contract Value After Transaction	Death Benefit Amount
1	\$100,000	\$4,000		\$96,500	\$100,000
2		\$4,000		\$80,000	\$100,000
Activity			\$3,000	\$77,000	\$97,000

- Due to the withdrawal of \$3,000 (which is less than the Protected Payment Amount) made in Contract Year 2, the Death Benefit Amount is reduced to \$97,000.
 - The Death Benefit Amount after a withdrawal that is less than the Protected Payment Amount = A – B, where:
 - A = \$100,000 = The Death Benefit Amount prior to the withdrawal
 - B = \$3,000 = The amount of the withdrawal
 - The Death Benefit Amount after the withdrawal of \$3,000 = \$100,000 - \$3,000 = \$97,000

Example #6 - Death Benefit Amount Adjustment for Withdrawal Exceeding the Protected Payment Amount

Beginning of Contract Year	Purchase Payment	Protected Payment Amount	Withdrawal Amount	Contract Value After Transaction	Death Benefit Amount
1	\$100,000	\$4,000		\$96,500	\$100,000
2		\$4,000		\$80,000	\$100,000
Activity			\$10,000	\$70,000	\$88,426

- Due to the withdrawal of \$10,000 which exceeded the Protected Payment Amount in Contract Year 2, the Death Benefit Amount is reduced to \$88,426.
 - The Death Benefit Amount after a withdrawal that exceeds the Protected Payment Amount = $(A - B) * (1 - (C / (D - B)))$, where:
 - Withdrawal amount = \$10,000
 - A = \$100,000 = The Death Benefit Amount prior to the withdrawal
 - B = \$4,000 = The Protected Payment Amount
 - C = \$6,000 = The withdrawal amount less the Protected Payment Amount
 - D = \$80,000 = The Contract Value immediately prior to the withdrawal
 - The Death Benefit Amount after the \$10,000 withdrawal = \$88,426 = $(\$100,000 - \$4,000) * (1 - (\$6,000 / (\$80,000 - \$4,000)))$

SERFF Tracking Number: PACL-126353889 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43862
 Company Tracking Number: 20-1171
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Guaranteed Withdrawal Benefit III-A Rider
 Project Name/Number: Guaranteed Withdrawal Benefit III-A Rider/20-1171

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification Bypass Reason: N/A Comments:		
Bypassed - Item: Application Bypass Reason: N/A Comments:		
Satisfied - Item: CERTIFICATION 6 & 19 Comments: Attachment: AR 1171 CERTS.pdf		
Satisfied - Item: STATEMENT OF VARIABILITY Comments: Attachment: 20-1171 SOV.pdf		

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

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

Form Number(s): **Form Description(s):**
20-1171 Guaranteed Withdrawal Benefit III-A 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

10/22/09

Date

Contact Person:

Karen Givens
Sr. Compliance Analyst
Product Compliance
Email: amfproduct.filing@pacificlif.com
866-746-2724 ext. 3281

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

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

Form Number(s): **Form Description(s):**
20-1171 Guaranteed Withdrawal Benefit III-A 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

10/22/09

Date

Contact Person:

Karen Givens
Sr. Compliance Analyst
Product Compliance
Email: amfproduct.filing@pacificlif.com
866-746-2724 ext. 3281

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

Form Number

Form Description

20-1171

Guaranteed Withdrawal Benefit III-A 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 minimum age of the oldest owner (or youngest annuitant in the case of an owner who is a non-natural owner) at the time of the first withdrawal that determines the Protected Payment Amount may change for new issues of the Rider. The range will be between the ages of 55 and 65.

Annuitant Issue Age (page 2) – the minimum and maximum issue age of each owner this rider can be issued may change for new issues of the Rider. The range for the minimum issue age will be between the ages of 55 and 65 years. The range for the maximum issue age will be between the ages of 75 and 85 years.

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

Withdrawal Percentage (page 4) – The withdrawal percentage, which is used to determine the Protected Payment Amount, may change for new issues of the Rider. The range will be $\pm 1\%$ for each age group. Additionally, the minimum age of the oldest owner (or youngest annuitant, in the case of an Owner who is a non-natural owner) in which the withdrawal percentage is determined for each withdrawal may change for new issues of the Rider. The range will be between the ages of 55 years and 65 years.

Additional Withdrawal Percentage Increase Amount (page 4) – the additional withdrawal percentage increase amount that is added to the withdrawal percentage in delay of withdrawal situations may change for new issues of the Rider. The range will be between 0.1% and 0.5%.

Depletion of Contract Value (page 5) – the minimum age of the oldest owner (or youngest annuitant, in the case of an Owner who is a non-natural owner) at the time of the first withdrawal that determines what occurs if a withdrawal does not exceed the Protected Payment Amount but the Contract Value is reduced to zero may change for new issues of the Rider. The range will be between the ages of 55 and 65.

Depletion of Remaining Protected Balance (page 6) – the minimum age of the oldest owner (or youngest annuitant, in the case of an Owner who is a non-natural owner) at the time of the first withdrawal that determines what occurs if a withdrawal reduces the Remaining Protected Balance to zero and Contract Value remains 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. The range will be between 0 and 90 days.

Owner Elected Resets (Non-Automatic) (page 7) – The time period in which the owner’s election to reset must be received by the Service Center to be effective may change for new issues of the Rider. The range will be between 0 and 90 days.

Termination of Rider (page 7) - the minimum age of the oldest owner (or youngest annuitant, in the case of an Owner who is a non-natural owner) at the time of the first withdrawal that may impact termination of the Rider that 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:

Karen Givens
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Product Compliance
Annuities & Mutual Funds
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Toll Free: 866-746-2724 x 3281
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