

SERFF Tracking Number: PACL-126041026 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 41606
 Company Tracking Number: 30-1165 & 25-1165
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium
 Variable
 Product Name: Individual Limited Premium Deferred Annuity Contract & Application
 Project Name/Number: Individual Limited Premium Deferred Annuity Contract & Application/30-1165

Filing at a Glance

Company: Pacific Life Insurance Company
 Product Name: Individual Limited Premium SERFF Tr Num: PACL-126041026 State: Arkansas
 Deferred Annuity Contract & Application
 TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 41606
 Variable Closed
 Sub-TOI: A02I.004 Modified Single Premium Co Tr Num: 30-1165 & 25-1165 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Larry Gardner, Maysy Disposition Date: 02/24/2009
 Vang, Brian Deleget, Karen Givens
 Date Submitted: 02/19/2009 Disposition Status: Approved-
 Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: Individual Limited Premium Deferred Annuity Contract & Status of Filing in Domicile: Pending
 Application
 Project Number: 30-1165 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: 02/24/2009 Explanation for Other Group Market Type:
 State Status Changed: 02/24/2009
 Deemer Date: Created By: Maysy Vang
 Submitted By: Maysy Vang Corresponding Filing Tracking Number:
 Filing Description:
 NAIC: 67466
 FEIN: 95-079000

To the Individual Life Insurance Department of Arkansas:

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

Form Number Form Description

30-1165 Individual Limited Premium Deferred Annuity Contract & Application

25-1165 Individual Deferred Annuity Application

The forms submitted are new and do not replace any previously approved forms.

Individual Limited Premium Deferred Annuity Contract (30-1165)

The Contract is an individual, fixed, non-participating, limited premium deferred annuity contract with a 6- year declining withdrawal charge scale. As described in the Contract, withdrawals are allowed, however, there may be a withdrawal charge imposed. The withdrawal charge is assessed as a fixed percentage of the amount withdrawn, with waiver of such charges in certain cases.

There are three interest rate guarantee period options available, either 1, 3, or 6 years as selected by the contract owner. The Contract credits interest daily at a rate which compounds over one year to the annualized effective interest rate we declared when the purchase payment was made and is guaranteed for the chosen guarantee period.

When a purchase payment is made, a Credit Enhancement, as described in the Contract, will be applied to the contract value. All Credit Enhancements will be considered earnings under the Contract. If the Contract is cancelled in accordance with the Right to Cancel provision, we will deduct any Credit Enhancements previously applied to the Contract. Additionally, if an Owner or sole surviving Annuitant dies in the first contract year, we will deduct from the death benefit any Credit Enhancements applied to the Contract (as described in the Death Benefit contract provision) The recapture of any Credit Enhancement does not include any interest otherwise earned or credited to such additional amount.

A death benefit is payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while the contract is in force.

Annuity payments may be paid on a fixed annuity basis under any of the Annuity Options provided under the contract or allowed by us.

There are no unusual features contained in the Contract.

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Contract issue ages are 1 through 90.

Annuity Application (25-1165)

This is the application form that will be used to apply for the Contract.

Qualified Plan Riders

The contract will be marketed through licensed producers of the Company to fund non-qualified annuities and tax-qualified retirement plans and programs under Internal Revenue Code Sections 401(a), 401(k), 403(b) and 408(b), including but not limited to, SEP-IRAs, Simple IRAs, Roth IRAs and 457. In such cases, one of the following previously approved individual variable annuity riders will be attached to the contract at issue.

Form Number / Form Description / Date Approved

20-14200 Qualified Retirement Plan Rider 12/27/2001
20-1156 403(b) Tax Sheltered Annuity Rider 8/22/2008
20-18900 Individual Retirement Annuity (IRA) Rider 12/20/2002
20-19000 Roth Individual Retirement Annuity Rider 12/20/2002
20-19100 Simple Individual Retirement Annuity Rider 12/20/2002
24-123799 Section 457 Rider 11/10/1999

Statement of Variability

The forms submitted have been completed in John Doe fashion. Bracketed matter shown on the Application and Contract are subject to change. The accompanying Statement of Variability provides an explanation of the variable items applicable to these forms.

The combination of these forms (contract and application) achieved a readability flesch score of 53.0

The forms have been filed with the Nebraska Department of Insurance, our state of domicile.

The forms are submitted 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

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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.

Sincerely,

Karen Givens, J.D.
 Sr. Compliance Analyst
 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: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$50.00	02/19/2009	25822512

SERFF Tracking Number: PACL-126041026 *State:* Arkansas
Filing Company: Pacific Life Insurance Company *State Tracking Number:* 41606
Company Tracking Number: 30-1165 & 25-1165
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.004 Modified Single Premium
Variable
Product Name: Individual Limited Premium Deferred Annuity Contract & Application
Project Name/Number: Individual Limited Premium Deferred Annuity Contract & Application/30-1165

Disposition

Disposition Date: 02/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-126041026 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 41606
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 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
 Variable
 Product Name: Individual Limited Premium Deferred Annuity Contract & Application
 Project Name/Number: Individual Limited Premium Deferred Annuity Contract & Application/30-1165

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	CERTIFICATIONS		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	READABILITY		Yes
Form	Individual Limited Premium Deferred Annuity Contract		Yes
Form	Individual Deferred Annuity Application		Yes

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Form Schedule

Lead Form Number: 30-1165

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	30-1165	Policy/Contract/Fraternal Certificate Individual Limited Premium Deferred Annuity Contract	Initial		53.000	P1165.pdf
	25-1165	Application/Individual Enrollment Form Individual Deferred Annuity Application	Initial		53.000	25-1165.pdf



PACIFIC LIFE

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

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company, (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

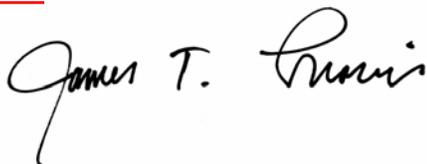
We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

THE DEATH BENEFIT PROVIDED UNDER THIS CONTRACT WILL BE REDUCED BY ANY RECAPTURE MADE IN ACCORDANCE WITH THE RECAPTURE OF CREDIT ENHANCEMENT PROVISION.

Right to Cancel – You may return this Contract within [20] days of receipt. To do so, mail it to us at our Service Center or to the agent who sold it to you. No charges will be imposed and we will refund any Purchase Payments minus any Credit Enhancements applied to the Contract.

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY



Chairman and Chief Executive Officer



Secretary

INDIVIDUAL LIMITED PREMIUM DEFERRED ANNUITY CONTRACT WITH CREDIT ENHANCEMENT

Guaranteed Interest Rates
Annuities Payable in Fixed Dollar Amounts
Death Benefit Amount Payable Before Annuity Date
Multiple Annuity Payout Options
Waiver of Withdrawal Charges in Certain Cases
Non-Participating – No Dividends Are Payable

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DEFINITION OF TERMS

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 91 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date annuity payments are scheduled to begin. The Annuity Date is shown on the Contract Specifications page, unless later changed.

Annuity Options – Income options available for a series of payments beginning on the Annuity Date.

Beneficiary – The person you name who may receive any Death Benefit Amount or any remaining annuity benefits in accordance with the provisions of this Contract.

Code – The Internal Revenue Code of 1986, as amended.

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 91 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 81 at the time of such change or addition.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown on the Contract Specifications page. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Value – The amount allocated to a Guarantee Term plus interest credited at the Guaranteed Rate, less withdrawals (including withdrawal charges) and less any applicable premium taxes. The Contract Value includes the value of any Credit Enhancements applied to the Contract.

Guarantee Term – A period during which we will credit interest at a Guaranteed Rate. The Initial Guarantee Term is shown on the Contract Specifications page.

Guaranteed Rate – The annual rate of interest that we declare from time to time and which is accrued daily. The Guaranteed Rate for any Guarantee Term will never be less than 3% per year.

Initial Guarantee Term – The first Guarantee Term established under the Contract as of the Contract Date which is shown on the Contract Specifications page.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of Death Benefit Amount.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners (“Joint Owners”). Any named Owner must be under Age 91 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 91 at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity (“IRA”) or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A, or 457 of the Code.

Service Center – Our mailing address shown on the Contract Specifications page. We will notify you of any change in our mailing address.

You and Your – The person or persons named as Owner(s) on the Contract Specifications page. If there are Joint Owners, you and your means both Joint Owners.

GENERAL PROVISIONS

Reports to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, and the transactions that have occurred since the last report. Additional status reports are available upon request.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all instructions and requests must be received in a form satisfactory to us at our Service Center. Requests for withdrawals received by us on any day usually will be processed within 24 hours unless the transaction or event is scheduled to occur on another day. If any transaction or event is scheduled to occur on a day that does not exist in a given calendar month, such transaction or event will be deemed to occur on the last day of the given calendar month.

Generally, all other instructions and requests normally will be effective as of the end of the day following the day such instructions and requests are received by us, unless the event is scheduled to occur on another day. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Entire Contract – This Contract, the attached application or confirmation thereof, and any riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – No provision of this Contract will be changed or waived unless made in writing by an authorized officer of the Company. No change will be made to this Contract that adversely affects your rights unless the change is required by law. Subject to any required regulatory approval, we may modify the Contract to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements. You will be provided with notice of any change affecting your Contract.

Annuity Tax Qualification - This Contract is intended to qualify as an annuity contract for federal income tax purposes. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary.

Basis of Values – A detailed statement showing how values are determined has been filed in accordance with state insurance requirements. All values and reserves are at least equal to those required by the laws of the state in which this Contract is issued.

Minimum Benefits – The benefits provided under this contract are not less than the minimum benefits required by any statute of the insurance laws of the state in which this Contract is delivered. Such benefits may be altered by additional amounts credited, partial withdrawals or surrenders as described in the applicable sections of this Contract.

Claims of Creditors – The Contract Value and other benefits under this Contract are not subject to the claims of your creditors, to the extent permitted by law.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law.

Assignment – You may assign all rights and benefits under this Contract before the Annuity Date. The assignment must be in writing in a form satisfactory to us and received at our Service Center. The assignment is effective on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt of the notice. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should

consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payment – We may delay payment of any withdrawal or full surrender for a period of not more than six months after the requested effective date of the transaction, as permitted under applicable law. Any amount delayed will continue to earn interest until the end of the Guarantee Term at the Guaranteed Rate(s) then in effect and thereafter at an annual rate of not less than 3%, or the interest rate required by the laws of the state in which this Contract is issued.

Incontestability – We will not contest the validity of this Contract.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Premium Taxes – If applicable in the jurisdiction in which you reside, the amount of any premium tax imposed on us relating to this Contract will be deducted in accordance with our then current practice and any applicable jurisdictional law regarding premium taxes.

If premium tax rates change under laws of the jurisdiction in which you reside, the applicable premium tax may also change. If you change the jurisdiction in which you reside, the premium tax may or may not apply.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit on the Annuitant's or Owner's correct Age and/or sex, if applicable.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex of the Annuitant are incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started, and we have made overpayments, we will deduct the amount of the overpayment, with interest at 3% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 3% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

PURCHASE PAYMENTS

Initial Purchase Payment – This Contract will not be in force until we receive at our Service Center the Initial Purchase Payment. The Initial Purchase Payment is shown on the Contract Specifications page. Your Initial Purchase Payment is allocated to the Initial Guarantee Term at the Initial Interest Rate shown on the Contract Specifications page.

Upon the expiration of the Initial Guarantee Term, the Contract Value will continue to automatically renew for one year periods. You may obtain information on Guaranteed Rates and Guarantee Terms by using the toll free number shown on the Contract Specifications page. We will notify you of the effective Guaranteed Rate(s) and Guarantee Term(s) on your annual statement.

Additional Purchase Payments – You may make additional Purchase Payments within the first six (6) months of the Contract Date if each Purchase Payment is at least \$1,000. Subsequent Purchase Payments do not start a new Guarantee Term. We may limit the amount of any Purchase Payment as well as the cumulative amount of all Purchase Payments.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's

check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

Credit Enhancement – We will add a Credit Enhancement to the Contract Value at the time each Purchase Payment is applied to this Contract. The Credit Enhancement percentage is shown on the Contract Specifications page. The Credit Enhancement is treated as earnings for all purposes under the Contract and is not considered part of your Purchase Payments. Any applicable **Purchase Payment Guarantee** provision does not include any Credit Enhancement that was applied to any Purchase Payment.

Recapture of Credit Enhancement – If the Owner cancels the Contract in accordance with the **Right to Cancel** provision, we will deduct any Credit Enhancements previously applied to the Contract. If any Owner or sole surviving Annuitant dies in the first Contract Year, we will deduct from the Death Benefit amount any Credit Enhancements applied to the Contract (as described in the **Death Benefit** provision).

Purchase Payment Guarantee – Upon a full withdrawal, you will get an amount at least equal to

- total Purchase Payments, minus
- prior partial withdrawals, minus
- withdrawal charges on those prior partial withdrawals, if applicable.

If you have not taken any partial withdrawals prior to the full withdrawal, then you will always get an amount at least equal to total Purchase Payments.

INTEREST

Interest Rate – The rate at which interest will be earned. We may declare guaranteed rates at any time. The initial guaranteed interest rate that will apply to the Initial Purchase Payment and is guaranteed for the length of the Initial Guarantee Term is shown on the Contract Specifications page under **Initial Interest Rate**. The guaranteed rate for any Guarantee Term will never be less than 3% per year.

Subsequent Purchase Payments will earn interest at a rate no less than the rate in effect at the time of each Purchase Payment which will be guaranteed for the remainder of the Initial Guarantee Term.

After the expiration of the Initial Guarantee Term, and on all subsequent Contract Anniversaries, we will declare the renewal interest rate that the Contract Value will earn. Each rate will be guaranteed for one Contract Year and be effective on the Contract Anniversary.

Crediting Interest - Interest will be credited daily at a rate which compounds over one year to the annualized effective interest rate.

Interest Enhancement – We may credit additional interest to your Contract Value based on the cumulative amount of Purchase Payments paid. If applicable, adjustments will be made to the crediting rates on prior Purchase Payments..

WITHDRAWAL PROVISIONS

Withdrawals – You may withdraw all or a portion of the Contract Value while the Annuitant is living. Such withdrawals will be subject to applicable withdrawal charges and any applicable premium taxes.

Each withdrawal, including systematic withdrawals:

- Must occur at least 30 days after the Contract Date but before the Annuity Date,
- Must be at least \$500.

Your withdrawal, plus any withdrawal charge, will be deducted from your Contract Value.

If any withdrawal reduces the Contract Value to an amount less than \$1,000, we may terminate the Contract and pay you the amount described in the **Full Withdrawal** provision.

Full Withdrawal – If you choose to make a full withdrawal, the Contract will terminate. We will pay you the greater of the Contract Value less any applicable withdrawal charges or the amount described in the **Purchase Payment Guarantee** provision.

Systematic Withdrawals – If you wish, you can choose between three systematic withdrawal options: (a) Fixed Amount; (b) Earned Interest Only; and (c) RMDs, all more fully explained below. We need at least 10 days notice to change or stop these options.

- (a) **Fixed Amount** – Expressed as either a dollar or percentage amount. The withdrawals can occur on a monthly, quarterly, semi-annual, and annual basis.
- (b) **Earned Interest Only** – Withdrawals of the prior period's earnings. For this purpose only, Credit Enhancement amounts are excluded from earnings. The prior period is measured as the 12 months prior to the date of the withdrawals.
- (c) **RMDs** – Withdrawals intended to qualify as required minimum distributions for Qualified Contracts.

Free Withdrawals – During the first Contract Year, you may withdraw up to 10% of the Purchase Payments, less withdrawals, free of withdrawal charges. For each subsequent Contract Year, you may withdraw up to 10% of the Contract Value as of the prior Contract Anniversary free of withdrawal charges.

Withdrawal Charge – A withdrawal of all or a portion of the Contract Value before the end of the first 6 Contract Years may be subject to a withdrawal charge. The withdrawal charge is equal to a percentage of the amount withdrawn from the Guarantee Term based on the Contract Year of withdrawal. The withdrawal charge percentages are shown on the Contract Specifications page.

Waiver of Withdrawal Charges – No withdrawal charge will be imposed:

- (a) on withdrawals after the first Contract Year, if the Owner or Annuitant has been diagnosed as having a medically determinable condition indicating life expectancy of 12 months or less and we are provided with medical evidence satisfactory to us;
- (b) on withdrawals designated to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- (c) on withdrawals after 90 days from the Contract Date if the Owner or Annuitant has been confined to an accredited nursing home for 60 days;
- (d) after the first Contract Year, if the Contract Value is applied to provide an annuity option from us;
- (e) on withdrawals that qualify as a 10% free withdrawal under the **Free Withdrawals** provision;
- (f) surrenders on the default annuity date;
- (g) on distributions resulting from the death of the first Owner or the sole surviving Annuitant before the Annuity Date.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force. The death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any charges for any applicable premium taxes and/or other taxes. If the death benefit is payable in the first Contract Year, then the Death Benefit Amount will also be reduced by:

- deductions for the unamortized amount of any Credit Enhancements applied to the Contract. The unamortized amount for each Credit Enhancement will be determined on a proportional basis for the period between the date of death and the date the Credit Enhancement was applied to the Contract.

If you are not also the Annuitant and in the event of simultaneous deaths of both you and the Annuitant, we will presume that you died first.

Death Benefit Amount – The Death Benefit Amount as of any day prior to the Annuity Date is equal to the Contract Value. The Death Benefit Amount may be payable in a lump sum, as an Annuity Option

under this Contract or towards the purchase of any Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (e) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If you are not the Annuitant and you die before the Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Contract Value as of the Notice Date.

If you die while the Annuitant is living and prior to the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are not also the Annuitant and in the event of simultaneous deaths of both you and the Annuitant, the death benefit will be calculated under the **Death of Annuitant** provision and payment will be made in accordance with this **Death of Owner** provision.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

If the Owner is a Non-Natural Owner, the rules set forth in these **Death of Owner Distribution Rules** apply in the event of the death or change of the Primary Annuitant.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

Interest on Death Benefit Amount – If payment of the Death Benefit Amount is unduly delayed after the Notice Date, we will pay interest on the Death Benefit Amount. Interest will be paid at a rate of not less than 3% per year from the Notice Date until the Death Benefit Amount is paid or applied under an Annuity Option. If the laws of the state in which the Contract is delivered requires payment of a greater amount, we will pay that amount.

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive the Death Benefit Amount, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. If you leave no surviving Beneficiary, your estate may receive the death benefit.

If more than one person is named within the same class of Beneficiary, any payment will be made in equal shares to the survivors or survivor of such persons, unless otherwise provided.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any Death Benefit Amount, nor for how the trustee disposes of any Death Benefit Amount. If before payment

of any Death Benefit Amount, we receive proper notice that the trust has been revoked or is not in effect, then any Death Benefit Amount payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a written request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of the notice.

ANNUITY PROVISIONS

Date Annuity Payments Begin – Annuity payments will begin on the Annuity Date, if the Annuitant is living and the Contract has not been terminated. Once annuity payments begin, no changes can be made to the Annuity Option and no further withdrawals will be allowed.

Default Annuity Date and Annuity Option – If you did not choose an Annuity Date when you submitted your application for this Contract, the Annuity Date will be the Annuitant's 95th birthday. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday, unless otherwise required by law.

For all Non-Qualified Contracts and those Qualified Contracts where you are not married, the Annuity Option will be Life with 10 Year Period Certain. If this is a Qualified Contract and you are married, the Annuity Option will be Joint and Survivor Life, with survivor payments of 50%, and your spouse will automatically be named as the secondary Annuitant.

Change of Annuity Date and Annuity Option – You may change the Annuity Date and/or Annuity Option by providing proper notice to us at least ten (10) days prior to the current Annuity Date or new Annuity Date, whichever is earlier.

The Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the younger Annuitant reaches his or her 95th birthday, or earlier as required by state law or the Code.

Prior to the Annuity Date, the Annuity Option in effect may be changed to any other Annuity Option contained in this Contract or allowed by us, subject to any state law or the Code.

If this is a Qualified Contract, additional restrictions under your Qualified Plan may apply. You should consult with your Qualified Plan administrator before making your selection.

Application of Contract Value – On the Annuity Date, unless directed otherwise, we will apply the Contract Value, less any applicable premium taxes, to provide annuity payments under the Annuity Option selected.

Annuity benefits will not be less than those that would have been provided by the application of an amount to purchase any single consideration immediate annuity offered by us at the time annuity payments commence to the same class of annuitants.

Minimum Amount – The minimum amount that may be applied to provide annuity payments is \$5,000. You may elect to have annuity payments made monthly, quarterly, semiannually, or annually. Regardless of the frequency of payments, the minimum annuity payment that you may elect to receive is \$240. We reserve the right to reduce the frequency of payments or the period certain if the initial annuity payment is less than \$240.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- our current income factors in effect for this Contract; or
- our guaranteed income factors.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

Option 1 – Life Only. Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain. Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Option 3 – Joint and Survivor Life. Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant.

Option 4 – Period Certain Only. Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

ANNUITY OPTION TABLES

Applicability of Rates – The annuity rates contained in the tables on the following pages will be used to provide a minimum guaranteed monthly annuity. The rates shown are for each \$1,000 of value applied under the applicable Annuity Option and does not include any applicable premium taxes. Any applicable premium taxes will be withdrawn as described in the **Premium Taxes** provision.

For some Qualified Plans and in some states, the use of sex-distinct income factors is prohibited. Therefore, we use blended (50% male and 50% female) unisex income factors for life payment options, for both male and female Annuitants.

Basis of Computations – The actuarial basis for the annuity rates contained in the tables is the 2000 Individual Annuity Mortality Table with the ages set back 8 years and with interest at an annual rate of 3%.

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

**OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS**

Age	Male at 3%			Female at 3%			Unisex at 3%		
	Life Only	Life with Guaranteed		Life Only	Life with Guaranteed		Life Only	Life with Guaranteed	
		Period Certain 10 Yr.	20 Yr.		Period Certain 10 Yr.	20 Yr.		Period Certain 10 Yr.	20 Yr.
30	3.02	3.02	3.01	2.94	2.94	2.94	2.98	2.98	2.97
35	3.13	3.12	3.11	3.03	3.03	3.02	3.08	3.08	3.07
40	3.26	3.25	3.24	3.14	3.14	3.13	3.20	3.19	3.18
45	3.42	3.41	3.39	3.28	3.27	3.26	3.35	3.34	3.33
50	3.63	3.62	3.58	3.45	3.44	3.42	3.53	3.53	3.50
55	3.89	3.87	3.80	3.67	3.66	3.62	3.77	3.76	3.71
60	4.22	4.19	4.07	3.95	3.93	3.87	4.08	4.05	3.96
65	4.65	4.59	4.38	4.31	4.28	4.16	4.47	4.43	4.26
70	5.23	5.12	4.71	4.80	4.74	4.51	5.00	4.92	4.61
75	6.04	5.79	5.04	5.47	5.35	4.88	5.73	5.55	4.96
80	7.16	6.61	5.31	6.44	6.14	5.22	6.76	6.36	5.26
85	8.70	7.53	5.49	7.85	7.13	5.45	8.23	7.31	5.47
90	10.86	8.43	5.57	9.96	8.19	5.56	10.35	8.30	5.57
95	13.85	9.17	5.60	13.08	9.06	5.60	13.40	9.11	5.60
				9.06					

OPTION 3 – JOINT AND 50% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	60	3.90	4.13	4.39	4.70	5.03	5.39
	65	3.97	4.24	4.55	4.90	5.29	5.70
	70	4.04	4.35	4.70	5.11	5.57	6.07
	75	4.10	4.44	4.85	5.33	5.89	6.49
	80	4.14	4.51	4.97	5.54	6.21	6.96
	85	4.17	4.56	5.07	5.71	6.50	7.44

		Unisex Age (Primary Annuitant)					
		60	65	70	75	80	85
Unisex Age	60	3.84	4.07	4.34	4.65	5.01	5.40
	65	3.90	4.17	4.48	4.84	5.25	5.70
	70	3.95	4.25	4.61	5.03	5.51	6.05
	75	3.99	4.32	4.72	5.21	5.79	6.44
	80	4.02	4.38	4.82	5.37	6.05	6.86
	85	4.05	4.41	4.89	5.50	6.29	7.25

OPTION 4 – PERIOD CERTAIN ONLY

Years	Income	Years	Income	Years	Income	Years	Income
5	17.91	12	8.24	19	5.73	26	4.59
6	15.14	13	7.71	20	5.51	27	4.47
7	13.16	14	7.26	21	5.32	28	4.37
8	11.68	15	6.87	22	5.15	29	4.27
9	10.53	16	6.53	23	4.99	30	4.18
10	9.61	17	6.23	24	4.84		
11	8.86	18	5.96	25	4.71		

TABLE OF GUARANTEED VALUES

The values shown below assume that the Initial Purchase Payment of \$10,000 is paid on the Contract Date and allocated to a Guarantee Term of 1 year with interest accumulated at the minimum guaranteed rate of 3% per year and a Credit Enhancement of 1.50%. The values further assume that no withdrawals have been made, no premium taxes paid and that the Contract Value renews for 1 year periods.

The Contract Value for end of Contract Years 1 through 6 reflects the waiver of withdrawal charges on amounts up to the Free Withdrawal amount. The Free Withdrawal amount in Contract Year 1 is 10% of total Purchase Payments less total withdrawals. The Free Withdrawal amount after Contract Year 1 is 10% of the previous Contract Year's ending Contract Value. The full withdrawal value will never be less than total Purchase Payments paid less total withdrawals taken, less prior withdrawal charges.

We may credit an annual interest rate during a Guarantee Term that is higher than the minimum guaranteed rate of 3.0%.

<u>End of Contract Year</u>	<u>Contract Value</u>	<u>Full Withdrawal Value</u>
1	\$10,454.50	\$10,000.00
2	10,768.14	10,087.55
3	11,091.18	10,390.17
4	11,423.91	10,805.03
5	11,766.63	11,235.42
6	12,119.63	11,681.91
7	12,483.22	12,483.22
8	12,857.72	12,857.72
9	13,243.45	13,243.45
10	13,640.75	13,640.75
11	14,049.97	14,049.97
12	14,471.47	14,471.47
13	14,905.62	14,905.62
14	15,352.79	15,352.79
15	15,813.37	15,813.37
16	16,287.77	16,287.77
17	16,776.40	16,776.40
18	17,279.70	17,279.70
19	17,798.09	17,798.09
20	18,332.03	18,332.03



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

**INDIVIDUAL LIMITED PREMIUM DEFERRED ANNUITY CONTRACT WITH CREDIT
ENHANCEMENT**

Guaranteed Interest Rates
Annuities Payable in Fixed Dollar Amounts
Death Benefit Amount Payable Before Annuity Date
Multiple Annuity Payout Options
Waiver of Withdrawal Charges in Certain Cases
Non-Participating – No Dividends are Payable



PACIFIC LIFE

Pacific Life Insurance Company
 P.O. Box 2378, Omaha, NE 68103-2378
 or 1299 Farnam Street, 6th Floor, AMF, Omaha, NE 68102
 www.PacificLife.com
 Contract Owners: (800) 722-4448

PACIFIC XXXXXX
 Deferred Annuity Application

Registered Representatives/Producers, call (800) 722-2333 for assistance.

1. ANNUITANT(S) *Must be an individual. Check product guidelines for maximum issue age.*

Name (First, Middle, Last) John R. Doe		Birth Date (mo/day/yr) 01/01/1972	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Mailing Address 555 Main Street	City, State, Zip Anytown, USA 12345		SSN 999-77-8888
Residential Address (if different than mailing address)	City, State, Zip		

Solicited at: State _____ *Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract and registered representative/producer appointment purposes.*

ADDITIONAL ANNUITANT *Optional. Not applicable for qualified contracts.*

Name (First, Middle, Last) Jane A. Doe		Birth Date (mo/day/yr) 01/01/1972	Sex <input type="checkbox"/> M <input checked="" type="checkbox"/> F
Mailing Address 555 Main Street	City, State, Zip Anytown, USA 12345		SSN 999-66-5555
Residential Address (if different than mailing address)	City, State, Zip		

2. OWNER(S) *If annuitant and owner are the same, do not complete this section. Check product guidelines for maximum issue age.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, Zip		SSN
Residential Address (if different than mailing address)	City, State, Zip		

ADDITIONAL OWNER *Optional. Not applicable for qualified contracts.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, Zip		SSN
Residential Address (if different than mailing address)	City, State, Zip		

3. TELEPHONE/ELECTRONIC AUTHORIZATIONS

CHECK IF YES Yes

TELEPHONE/ELECTRONIC TRANSACTION AUTHORIZATION As the owner, I will receive this privilege automatically. If a contract has joint owners, each owner may individually make telephone and/or electronic requests. By checking "yes," I am also authorizing and directing Pacific Life to act on telephone or electronic instructions from any other person(s) who can furnish proper identification. Pacific Life will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees and representatives and/or agents will be held harmless for any claim, liability, loss, or cost.

(continued)



3. TELEPHONE/ELECTRONIC AUTHORIZATIONS *(continued)*

ELECTRONIC INFORMATION CONSENT By providing the e-mail address below, I consent to receive my reports, statements, privacy notice and other notices, and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. I will continue to receive paper copies of annual statements if required by state or federal law. Not all contract documentation and notifications may be currently available in electronic format. I consent to receive in electronic format any documents added in the future. For jointly owned contracts, both owners are consenting to receive information electronically. I confirm that I have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and the ability to read and retain it. I understand that:

- There is no charge for electronic delivery, although my Internet provider may charge for Internet access.
- I must provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes.
- I must update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life.
- I may request a paper copy of the information at any time for no charge, even though I consented to electronic delivery, or if I decide to revoke my consent.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically. (Only the primary owner will receive e-mail notices.)
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until I revoke it.

Pacific Life is not required to deliver this information electronically and may discontinue electronic delivery in whole or in part at any time. Please call (800) 722-4448 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address.



E-Mail address: JDoe@aol.com

4. HOUSEHOLDING By signing this application you consent to Pacific Life mailing one copy of contract owner documents to multiple contract owners who share the same household address. Such documents will include the announcements and reports, but will not include contract-specific information such as transaction confirmations and statements. This service, known as "householding," reduces expenses, environmental waste, and the volume of mail you receive. If you do not wish to participate in this service and prefer to receive your own contract owner documents, please check the box below.

I elect **NOT** to participate in householding.

5. BENEFICIARIES If a beneficiary classification is not indicated, the class for that beneficiary will be primary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified. For contracts owned by a non-individual custodian (including IRAs, 457, and qualified plans) or other non-natural owners, the beneficiary must be the owner listed on the application. Use Section 10, Special Requests, to provide additional beneficiary information.

Name (First, Middle, Last) Mary S. Doe	Birth Date (mo/day/yr) 01/01/1992	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship Daughter	SSN/TIN 333-22-7777	Percentage 100 %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %

6. CONTRACT TYPE *Select ONE.*

Non-Qualified^{1, 6}
 SIMPLE IRA²
 Roth IRA
 401(a)⁴
 457(b) — gov't. entity⁴
 Keogh/HR10⁴
 IRA⁵
 SEP-IRA
 TSA/403(b)³
 401(k)⁴
 457(b) — 501(c) tax-exempt⁴

¹ For trust-owned contracts, complete Trustee Certification and Disclosure form. ² Complete SIMPLE IRA Employer Information. ³ Complete TSA Certification.
⁴ Complete Qualified Plan and 457(b) Plan Disclosure. ⁵ For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification form.
⁶ For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement.

7. INITIAL PREMIUM AMOUNT *Make check payable to Pacific Life Insurance Company.*

7A. NON-QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial payment.

1035 exchange/estimated transfer \$ 10,000
 Amount enclosed \$ _____

7B. QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial payment.

Transfer \$ _____
 Rollover \$ _____



8. GUARANTEE TERM *Select ONE.*

CHECK ONE	<input type="checkbox"/> 1 Year Guarantee Term	<input checked="" type="checkbox"/> 3 Year Guarantee Term	<input type="checkbox"/> 6 Year Guarantee Term
------------------	--	---	--

9. REPLACEMENT

9A. EXISTING INSURANCE

CHECK ONE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------	------------------------------	--

Do you have any existing life insurance or annuity contracts with this or any other company? (Default is "Yes" if neither box is checked.)

9B. REPLACEMENT

CHECK ONE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------	------------------------------	--

Will the purchase of this annuity result in the replacement, termination, or change in value of any existing life insurance or annuity in this or any other company? If "Yes," provide the information below for each policy or contract being replaced and attach any required state replacement and/or 1035 exchange/transfer forms.

Insurance Company Name	Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity
Insurance Company Name	Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity

10. SPECIAL REQUESTS *If additional space is needed, attach a letter signed and dated by the owner(s).*

11. FRAUD NOTICES *The following states require insurance companies to provide a fraud warning statement. Refer to the fraud warning statement for your state as indicated below. Please check for state product availability.*

Colorado: It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

District of Columbia WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Louisiana and Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

All Other States: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.



12. STATEMENT OF OWNER(S) I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth, Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer. I understand that failure to provide this information could result in the annuity contract not being issued, delayed or unprocessed transactions, or annuity contract termination. I, the owner(s), understand that I have applied for a deferred annuity contract ("contract") issued by Pacific Life Insurance Company ("company"). After reviewing my financial background with my registered representative/producer, I believe this contract, including the benefits of its insurance features, will meet my financial objectives based in part upon my age, income, net worth, tax and family status, and any existing investments, annuities, or other insurance products I own. If applicable, I considered the appropriateness of full or partial replacement of any existing life insurance or annuity. I also considered my liquidity needs, risk tolerance, and investment time horizon when selecting guarantee terms. I have discussed all withdrawal charges for this contract with my registered representative/producer.

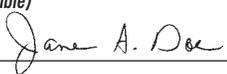
If there are joint owners, the issued contract will be owned by the joint owners as Joint Tenants With Right of Survivorship and not as Tenants in Common.

If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the registered representative/producer the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct.

All answers to questions and statements made on this application are to the best of my knowledge and belief.

Maine residents only: Maine's premium tax is 2%. The tax is based on the gross purchase payment paid at the time it is paid on the contract.

Owner's Signature SIGN HERE 	Date (mo/day/yr) DATE 01/01/2007	Signed at: City CITY Anytown	State STATE U S
Joint Owner's Signature (if applicable) SIGN HERE 	Date (mo/day/yr) DATE 01/01/2007		

13. REGISTERED REPRESENTATIVE/PRODUCER'S STATEMENT

13A. **CHECK ONE** Yes No Do you have any reason to believe that the applicant has any existing life insurance policies or annuity contracts? (Default is "Yes" if neither box is checked.)

13B. **CHECK ONE** Yes No Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued? If "Yes," I affirm that I have referred the applicant to the replacement question in Section 9B of this application.

I hereby certify that I have used only Pacific Life's approved sales material in connection with this sale and that copies of all sales materials used were left with the applicant. Any insurer-approved electronically presented sales materials will be provided in printed form to the applicant no later than at the time of the policy or contract delivery. I further certify that I have discussed the appropriateness of replacement and followed Pacific Life's written replacement guidelines.

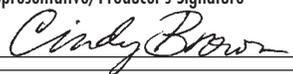
I have explained to the owner(s) how the annuity will meet their insurable needs and financial objectives.

I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner, as applicable, including age, income, net worth, tax and family status, and any existing investments and insurance program.

I further certify that I have also considered the owner's liquidity needs, risk tolerance, and time horizon; that I followed suitability guidelines in both the recommendation of this annuity and the choice of guarantee terms; and that this application is subject to review for suitability.

I further certify that I have truly and accurately recorded on the application the information provided to me by the applicant.

If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

Soliciting Registered Representative/Producer's Signature SIGN HERE 	Print Registered Representative/Producer's Full Name Cindy Brown
Registered Representative/Producer's Telephone Number 213-495-0111	Registered Representative/Producer's E-Mail Address
Broker/Dealer's Name or Agency Name Brown & Associates	Brokerage Account Number (optional)
	Option <input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C

Send completed application as follows:

APPLICATION WITH PAYMENT:

Regular Mail Delivery: P.O. Box 2290, Omaha, NE 68103-2290
Express Mail Delivery: 1299 Farnam Street, 6th Floor, AMF, Omaha, NE 68102

APPLICATION WITHOUT PAYMENT:

Regular Mail Delivery: P.O. Box 2378, Omaha, NE 68103-2378
Express Mail Delivery: 1299 Farnam Street, 6th Floor, AMF, Omaha, NE 68102



SERFF Tracking Number: PACL-126041026 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 41606
 Company Tracking Number: 30-1165 & 25-1165
 TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.004 Modified Single Premium
 Product Name: Individual Limited Premium Deferred Annuity Contract & Application
 Project Name/Number: Individual Limited Premium Deferred Annuity Contract & Application/30-1165

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments: The combination of these forms (contract and application) achieved a readability flesch score of 53.0		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Application 25-1165 is in the Form Schedule tab.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: CERTIFICATIONS		
Comments:		
Attachments: AR 1165 Cert.pdf AR 1165 Reg 6.pdf AR 1165 Reg 19.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: P1165SOV.pdf		

	Item Status:	Status Date:
Satisfied - Item: READABILITY		

SERFF Tracking Number: PACL-126041026 *State:* Arkansas
Filing Company: Pacific Life Insurance Company *State Tracking Number:* 41606
Company Tracking Number: 30-1165 & 25-1165
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.004 Modified Single Premium
Variable
Product Name: Individual Limited Premium Deferred Annuity Contract & Application
Project Name/Number: Individual Limited Premium Deferred Annuity Contract & Application/30-1165

Comments:

Attachment:

AR Cert of Readability.pdf

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 30-1165 and 25-1165

We hereby certify that this form is in compliance with Regulation 34, Section 6 - Valuation and Section 7 - Nonforfeiture. In no case shall the reserves, under this policy, be less than the actual Cash Surrender Values provided for under the policy contract.



Company Officer

Jeffrey A Jolley, FSA, MAAA

Name

Vice President & Chief Actuary

Title

2/18/2009

Date

Contact Person:

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

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>
30-1165	Individual Limited Premium Deferred Annuity Contract
25-1165	Individual Deferred Annuity Application

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

2/18/2009

Date

Contact Person:

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

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>
30-1165	Individual Limited Premium Deferred Annuity Contract
25-1165	Individual Deferred Annuity Application

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

2/18/2009
Date

Contact Person:

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

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

STATE OF ARKANSAS

CERTIFICATION OF READABILITY

This is to certify that the form(s) submitted herewith achieved the following reading ease score(s) as calculated by the Flesh Reading Ease Test and complies with the requirements of Arkansas State Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Simplification Act.

Form Number	Score
30-1165	53.0
25-1165	



Company Officer

Nancy A. Hill

Name

Assistant Vice President

Title

2/18/2009

Date

Contact Person:

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

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
30-1165	Individual Limited Premium Deferred Annuity Contract
25-1165	Deferred Annuity Application

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced contract and application forms.

Individual Limited Premium Deferred Annuity Contract Form No. 30-1165

- 1. Company Address and Phone Number (Cover Page)** – In the event of a change in the company address and/or phone number, the new information will be shown.
- 2. Right to Cancel (Cover Page)** – In replacement situations, the appropriate time period will be shown as required under state law.
- 3. Company Officer's Signatures and Titles (Cover Page)** – In the event of a change in company officers, the new company officer's signature and title will be shown.
- 4. Service Center (Page 3)** – In the event of a change in the address of our Service Center, the new address will be shown.
- 5. Toll-Free Numbers (Page 3)** – Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
- 6. Minimum/Maximum Purchase Payment Amount (Page 3)** – Current minimum and maximum amounts are shown. Any change in these amounts will be displayed.
- 7. Initial Guarantee Term (Page 3)** – The Guarantee Term chosen by the contract owner will be displayed. The range for the Guarantee Terms are 1-6 years.
- 8. Initial Interest Rate (Page 3)** – The declared interest rate for the Guarantee Term that is in effect for each specific Contract will be displayed. The interest rate established for any Guarantee Term will never be less than an effective annual rate of 3.00%. Any interest declared above 3.00% will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.
- 9. Credit Enhancement (Page 3)** – The current credit enhancement percentage that is in effect for each specific Contract will be displayed. The range for the Credit Enhancement percentages is .25% to 2.0%. Any credit enhancement percentage will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.
- 10. Contract Number, Contract Date, Initial Purchase Payment, Owner(s), Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date (Page 3)** – Customer specific information. These items are completed, as applicable, depending upon the circumstances of each particular Owner/Annuitant and the information contained in the application. The Contract Owner and Annuitant specific information will be displayed.
- 11. Annuity Tables (Page 15)** – In the event of a change in the annuity rates, the tables will be revised accordingly.
- 12. Company Address (Back Page)** – In the event of a change in the Company address, the new information will be shown.

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

Deferred Annuity Application Form No. 25-1165

- 1. Product Name (First Page)** – The name of the Product applied for will be displayed.
- 2. Company Addresses and Toll-Free Telephone Numbers (First Page)** – In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
- 3. Section 6 – Contract Type.** The contract may be issued in connection with any of the contract types shown below. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.

Non-Qualified IRA	SIMPLE IRA SEP-IRA Roth IRA	TSA/403(b) 401(a) 401(k)	Keogh/HR-10 457(b) 501(c)
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- 4. Section 6. – Contract Type.** The references to internal forms and their titles may change from time to time.
- 5. Section 8 – Guarantee Term.** The Guarantee Term options available under the contract. The range for the Guarantee Terms is 1-6 years.

6. **Section 13 – Option Box.** The commission schedules available under the Contract in which the Registered Representative/Producer can choose from.
7. **Regular Mail and Express Mail Delivery Addresses** (bottom of last page) - In the event of a change in the company's mailing addresses, the new addresses will be shown.

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

Company Contact Person

For inquires regarding this Statement of Variability, please contact:

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

Date Prepared: 2/19/2009