

SERFF Tracking Number: PALD-126011400 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 41516
Company Tracking Number: A09EIS
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: A09EIS
Project Name/Number: A09EIS/A09EIS

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: A09EIS

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: PALD-126011400 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 41516

Co Tr Num: A09EIS

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Jill Dease

Disposition Date: 04/24/2009

Date Submitted: 02/09/2009

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: 05/01/2009

State Filing Description:

General Information

Project Name: A09EIS

Project Number: A09EIS

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/24/2009

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 02/12/2009

Created By: Jill Dease

Corresponding Filing Tracking Number: A09EIS

Deemer Date:

Submitted By: Jill Dease

Filing Description:

February 9, 2009 NAIC # 00067466

FEIN # 95-1079000

Mr. John Shields

Policy Form Filings, Life

Arkansas Department of Insurance

1200 W. Third Street

Little Rock, AR 72201-1904

Re: Form A09EIS, Supplement to Application for Indexed Universal Life Insurance

SERFF Tracking Number: PALD-126011400 State: Arkansas
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TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: A09EIS
Project Name/Number: A09EIS/A09EIS

Dear Mr. Shields,

We are submitting the above referenced individual life insurance form in final print for your approval. This is a new form that does not replace any previously approved forms. This new form is being submitted in Nebraska, our state of domicile; and in all other states where Pacific Life is licensed which require such filing. Application Supplement form A09EIS is for use with applications for life insurance when applying for an Indexed Universal Life Insurance policy. The form provides owner instructions for allocation to all available accounts, as well as various required disclosures for Indexed UL products.

- Any required certifications are enclosed.
- The form satisfies any relevant readability requirements (any required certification is enclosed), with a Readability score of 50.3.
- This form will be marketed through our licensed agents. The target release date is 5/1/09, or upon approval.
- The form will be used mainly with application #A09IUW, previously approved by your state on 8/21/08.
- If a filing fee is required, it is handled in the usual manner.

To the best of my knowledge and belief this filing complies with the laws and regulations of your state. If you would like to discuss any aspect of this filing, please feel free to contact me at (800) 800-7681, extension 7081.

Sincerely,

Jill Dease
Senior Compliance Analyst, Product Compliance, Life Division

Company and Contact

Filing Contact Information

Jill Dease, Compliance Analyst Jill.Klinger@pacificlif.com
45 Enterprise Drive 949-420-7081 [Phone]
Aliso Viejo, CA 92656 949-420-7424 [FAX]

Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska
45 Enterprise Drive Group Code: 709 Company Type:
Aliso Viejo, CA 92656 Group Name: State ID Number:
(949) 420-7080 ext. [Phone] FEIN Number: 95-1079000

SERFF Tracking Number: PALD-126011400 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No
Fee Explanation: \$20.00 per form if no policy is submitted.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$20.00	02/09/2009	25600990

SERFF Tracking Number:	PALD-126011400	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	41516
Company Tracking Number:	A09EIS		
TOI:	L08 Life - Other	Sub-TOI:	L08.000 Life - Other
Product Name:	A09EIS		
Project Name/Number:	A09EIS/A09EIS		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/24/2009	04/24/2009
Approved-Closed	Linda Bird	02/12/2009	02/12/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Supplement to Application for Indexed Universal Life Insurance	Jill Dease	04/24/2009	04/24/2009
Supporting Document	Compare Document	Jill Dease	04/24/2009	04/24/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to re-open	Note To Filer	Linda Bird	04/24/2009	04/24/2009
Request to re-open	Note To Reviewer	Jill Dease	04/15/2009	04/23/2009

<i>SERFF Tracking Number:</i>	<i>PALD-126011400</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41516</i>
<i>Company Tracking Number:</i>	<i>A09EIS</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>A09EIS</i>		
<i>Project Name/Number:</i>	<i>A09EIS/A09EIS</i>		

Disposition

Disposition Date: 04/24/2009

Implementation Date:

Status: Approved-Closed

Comment: Corrections have been made to the original filing.

Rate data does NOT apply to filing.

SERFF Tracking Number: PALD-126011400 State: Arkansas
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 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
 Product Name: A09EIS
 Project Name/Number: A09EIS/A09EIS

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Compare Document		Yes
Form (<i>revised</i>)	Supplement to Application for Indexed Universal Life Insurance		Yes
Form	Supplement to Application for Indexed Universal Life Insurance	Replaced	Yes

<i>SERFF Tracking Number:</i>	<i>PALD-126011400</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41516</i>
<i>Company Tracking Number:</i>	<i>A09EIS</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>A09EIS</i>		
<i>Project Name/Number:</i>	<i>A09EIS/A09EIS</i>		

Disposition

Disposition Date: 02/12/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PALD-126011400 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Compare Document		Yes
Form (<i>revised</i>)	Supplement to Application for Indexed Universal Life Insurance		Yes
Form	Supplement to Application for Indexed Universal Life Insurance	Replaced	Yes

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Amendment Letter

Submitted Date: 04/24/2009

Comments:

Ms. Bird:

Thank you for re-opening this filing. As discussed in my note to reviewer, I have attached for your review a corrected version of the application supplement under the Forms tab. In addition, I have attached a compare document, as a supporting document, showing the changes that were made for your reference. Please feel free to contact me if you have any questions.

Thank you,

Jill Dease

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
A09EIS	Application/ESupplement	Initial nrollment to Form Application for Indexed Universal Life Insurance	Initial				50.300	A09EIS.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Compare Document

Comment:

A09EIS Compare.pdf

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Product Name: A09EIS
Project Name/Number: A09EIS/A09EIS

Note To Filer

Created By:

Linda Bird on 04/24/2009 08:23 AM

Last Edited By:

Linda Bird

Submitted On:

04/24/2009 08:23 AM

Subject:

Request to re-open

Comments:

Filing has been re-opened in order for correction to be submitted.

SERFF Tracking Number: PALD-126011400 *State:* Arkansas
Filing Company: Pacific Life Insurance Company *State Tracking Number:* 41516
Company Tracking Number: A09EIS
TOI: L08 Life - Other *Sub-TOI:* L08.000 Life - Other
Product Name: A09EIS
Project Name/Number: A09EIS/A09EIS

Note To Reviewer

Created By:

Jill Dease on 04/15/2009 10:30 AM

Last Edited By:

Jill Dease

Submitted On:

04/23/2009 04:34 PM

Subject:

Request to re-open

Comments:

Ms. Bird,

We are requesting that, if permitted by the state, this filing be re-opened so that a corrected version of the approved application may be attached. This application has not been released for use by the company, and will not be used until said revisions are approved in each state that requires such filing.

During a routine audit, a typographical error was found in this application supplement. Unfortunately, in addition to correcting the typo, we must also revise the form to include 1 line of additional content due to the location of this error and the information in question. Because content is being added to forms that have not been released for use, we are asking that the change be approved in this, the original filing, to avoid assigning a new form number.

Upon re-opening this filing I will submit for your review a document highlighting the change in question and the corrected form in its final version for your records.

Please feel free to contact me with any questions regarding this request. You may contact me via telephone at (800) 800-7681, ext. 7081 or via e-mail at jill.dease@pacificlife.com

Thank you,

Jill Dease

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Form Schedule

Lead Form Number: A09EIS

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	A09EIS	Application/ Supplement to Enrollment Application for Form Indexed Universal Life Insurance	Initial		50.300	A09EIS.pdf

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
 P.O. Box 2030 • Omaha, NE 68103-2030
 (800) 347-7787 • Fax (866) 964-4860
 www.PacificLife.com]



**SUPPLEMENT TO APPLICATION
 FOR INDEXED UNIVERSAL LIFE INSURANCE**

Insured's Name: First MI Last	Date of Birth (mm/dd/yyyy)
Policyowner's Name	Policy Number (if available)
Corporation, Trust or Business Entity's Name (if applicable)	

Net premiums and loan repayments are initially credited to the Fixed Account. Automatic Transfers from the Fixed Account to the Indexed Account(s) will be made pursuant to your instructions on the next Transfer Date.

AUTOMATIC TRANSFER INSTRUCTIONS

<p>AUTOMATIC TRANSFERS AFTER PREMIUM PAYMENT AND/OR LOAN REPAYMENT</p> <p>Percentages must be whole numbers. The sum of the percentages may be equal to or less than 100%.</p>	<p>1. These are my automatic transfer instructions. The amount* in the Fixed Account to be transferred to the Indexed Account(s) selected below on the next transfer date.</p> <p>A. 1 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)</p> <p>B. 5 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 1% Segment Guaranteed Interest Rate)</p> <p>C. 5 Year Indexed Account 2 _____% (105% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)</p> <p>D. By checking NO, I do not elect Automatic Transfers <input type="checkbox"/> NO</p> <p>*The amount automatically transferred is the lesser of: 1) your selected transfer percentage multiplied by all premium and loan repayments paid since the last Transfer Date; and 2) the balance of the Fixed Account as of the applicable Transfer Date.</p>
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SEGMENT MATURITY (Optional)

Percentages must be whole numbers.
 If not specified, 100% of the value of the matured segment will remain in the Indexed Account(s) and be applied to a new segment of the same type and duration.

2. These are my segment maturity automatic transfer instructions for the percentage of the Segment Maturity Value to be applied to a new Segment(s) in the Indexed Account(s) or Fixed Account.

1 Year Indexed Account Segment Maturity Instructions	
A.	Transfer _____% to new 1 Year Indexed Account
B.	Transfer _____% to new 5 Year Indexed Account
C.	Transfer _____% to new 5 Year Indexed Account 2
D.	Transfer _____% to the Fixed Account
Total: _____% MUST EQUAL 100%	
5 Year Indexed Account Segment Maturity Instructions	
E.	Transfer _____% to new 1 Year Indexed Account
F.	Transfer _____% to new 5 Year Indexed Account
G.	Transfer _____% to new 5 Year Indexed Account 2
H.	Transfer _____% to the Fixed Account
Total: _____% MUST EQUAL 100%	
5 Year Indexed Account 2 Segment Maturity Instructions	
I.	Transfer _____% to new 1 Year Indexed Account
J.	Transfer _____% to new 5 Year Indexed Account
K.	Transfer _____% to new 5 Year Indexed Account 2
L.	Transfer _____% to the Fixed Account
Total: _____% MUST EQUAL 100%	



SUPPLEMENT TO APPLICATION FOR INDEXED UNIVERSAL LIFE INSURANCE



Insured's Name: First	MI	Last	Date of Birth (mm/dd/yyyy)
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I acknowledge that:

- I am applying for an Indexed Universal Life Insurance Product. The Indexed Universal Life Insurance Product includes a Fixed Accountⁱ and Indexed Accountsⁱⁱ. The Indexed Accounts use the gains and losses of an outside financial indexⁱⁱⁱ to calculate the annual crediting rate.
- Net premiums and loan repayments are initially credited to the Fixed Account and will be transferred to the Indexed Accounts on the next eligible Transfer Date^{iv}. Premiums received later than two business days prior to the Transfer Date are not eligible for transfer until the next Transfer Date.
- The Automatic Transfer instructions above indicate my request for transfers to the Indexed Accounts from the Fixed Account. I may change my instructions by written request to Pacific Life's Life Operations Center. Written requests must be received at least two business days prior to the Transfer Date.
- Segment Indexed Interest credits, if any, are not credited to the Indexed Accounts until the Segment^v Maturity^{vi}.
- Even though values of the policy may be determined, in part, by reference to an external index, the policy does not directly participate in any stock or equity investments. Any values shown, other than minimum values, are not guarantees, promises, or warranties.
- I have received an illustration of the policy applied for or a copy of the disclosure material in the Client Brochure for the product.

SIGNATURES

If you are signing on behalf of an entity, you represent that you are authorized to execute this document and to make the representations herein. If the entity is a Corporation, you further represent that all requirements under applicable law and under the corporation's governing documents have been satisfied concerning the execution of this document, including the use of the corporate seal and number of signing officers.

Signed and Dated in:

_____	_____	_____
City	State	Date (mm/dd/yyyy)

SIGN
HERE

X

**Applicant's Signature & Title, if Corporation, Trust or Business Entity

Applicant's Name: First	MI	Last	(print)	Title
-------------------------	----	------	---------	-------

SIGN
HERE

X

**Policyowner's Signature, if other than applicant: & Title, if Corporation, Trust, or Business Entity

**If a Corporation, the signature and title of any authorized representative is required. If a Trust, all required Trustees must sign according to the trust agreement.

SIGN
HERE

X

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

KEY TERMS USED ABOVE

For additional detailed information, consult your policy contract pages.

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

ⁱⁱ **Indexed Accounts:** The portion of the policy's Accumulated Value allocated to the Indexed Accounts earns interest based on the percentage change in the value of an external index subject to the minimum guarantee participation rate and Growth Cap. The Growth Cap is the maximum total interest rate for a Segment, including both the Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate.

ⁱⁱⁱ **Index:** The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends, or its successor. "Standard & Poor's®" and "Standard & Poor's 500" is a trademark of the McGraw-Hill Companies, Inc. and has been licensed for use by Pacific Life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product. ("Product" refers to the product provided by this policy).

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

^v **Segment:** Each time a transfer is made from the Fixed Account to an Indexed Account on the Transfer Date, a new Segment is created. The new Segment is credited with any Segment Indexed Interest credits at the end of each segment term. The complete segment term varies based upon the Indexed Account selected.

^{vi} **Maturity:** The completion of a segment term.

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 Product Name: A09EIS
 Project Name/Number: A09EIS/A09EIS

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification Comments: Attachments: AR1GuarAssocNote.pdf AR Reg 19 Cert of Compliance.pdf Readability Certification.pdf</p>		
<p>Bypassed - Item: Application Bypass Reason: No policies filed here. Application Supplement only. Comments:</p>		
<p>Satisfied - Item: Compare Document Comments: Attachment: A09EIS Compare.pdf</p>		

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Disability Insurance Guaranty Association
c/o The Liquidation Division
1200 West Third Street (Third & Cross)
Little Rock, Arkansas 72201-1904

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety net is called the Arkansas Life and Disability Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$100,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE:

P08PI3 and P08PIM

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

Signed for the Company at Newport Beach, California on October 1, 2007



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

Contact Person:

Jill Klinger Dease
Compliance Analyst, Product Compliance, 800-800-7681, extension 3618

(Arkansas)

READABILITY CERTIFICATION

Form Filing for: **Pacific Life Insurance Company**

Policy Form Number(s): P09IEP
R09SVERL
R09ARI

Form Name(s): Last Survivor Indexed Universal Life Insurance
SVER Term Insurance Rider – Last Survivor
Annual Renewable Term Rider

Flesch Score(s): 50.1
55.3
53.6

(Flesch test was made for entire form, not for selected samples.)

Test type: 10 point

I certify that in my judgment this filing is:

- READABLE (simple sentence structure – shortness of sentences – use of common words – avoidance of legal and technical terms to greatest possible extent and defining of those terms which cannot be avoided – minimum of cross-references).
- LEGIBLE (ample type size for text with contrasting type for headings and subheadings – ample space between lines – ample white space in margins and between section – ample ink-to-paper contrast).
- IN LOGICAL ORDER AND FORMAT (table of contents or index included – sections and subsections self-contained and arranged in logical flow – extensive use of headings and subheadings to facilitate location of particular items – outline form used where desirable for clarity).

I believe this filing:

- Meets or exceeds the requirements of the policy readability legislation already enacted in numerous states; and
- Meets or exceeds the requirements of the NAIC Model Bill on language simplification.

Signed for the Company at Newport Beach, California on

10/21/2008



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

PACIFIC LIFE INSURANCE COMPANY

Life Insurance Operations Center
 P.O. Box 2030 • Omaha, NE 68103-2030
 (800) 347-7787 • Fax (866) 964-4860
 www.PacificLife.com



**SUPPLEMENT TO APPLICATION
 FOR INDEXED UNIVERSAL LIFE INSURANCE**

Insured's Name: First MI Last	Date of Birth (mm/dd/yyyy)
Policyowner's Name	Policy Number (if available)
Corporation, Trust or Business Entity's Name (if applicable)	

Net premiums and loan repayments are initially credited to the Fixed Account. Automatic Transfers from the Fixed Account to the Indexed Account(s) will be made pursuant to your instructions on the next Transfer Date.

AUTOMATIC TRANSFER INSTRUCTIONS

<p>AUTOMATIC TRANSFERS AFTER PREMIUM PAYMENT AND/OR LOAN REPAYMENT</p> <p>Percentages must be whole numbers. The sums of the percentages do not need to equal 100% and cannot exceed 100%.</p>	<p>1. These are my automatic transfer instructions. The amount* in the Fixed Account to be transferred to one or both of the Indexed Account(s) selected below on the next transfer date.</p> <p>Accounts with 100% Guaranteed Minimum Participation Rate and a 1% Segment Guaranteed Interest Rate</p> <p>A. 1 Year Indexed Account _____% B. 5 Year Indexed Account _____%</p>
<p>AUTOMATIC TRANSFERS AFTER PREMIUM PAYMENT AND/OR LOAN REPAYMENT</p> <p>Percentages must be whole numbers. The sum of the percentages may be equal to or less than 100%.</p>	<p>1. These are my automatic transfer instructions. Accounts with 105 The amount* in the Fixed Account to be transferred to the Indexed Account(s) selected below on the next transfer date.</p> <p>A. 1 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate and a 0% Segment Guaranteed Interest Rate)</p> <p>B. 5 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 1% Segment Guaranteed Interest Rate)</p> <p>C. 5 Year Indexed Account 2 _____% _____% (105% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)</p> <p>2D. By checking NO, I do not elect Automatic Transfers <input type="checkbox"/> NO</p> <p>*The amount automatically transferred is the lesser of: 1) your selected transfer percentage multiplied by all premium and loan repayments paid since the last Transfer Date; and 2) the balance of the Fixed Account as of the applicable Transfer Date.</p>

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SEGMENT MATURITY (Optional)

Percentages must be whole numbers.

If not specified, 100% of the value of the matured segment will remain in the Indexed Account(s) and be applied to a new segment of the same type and duration.

32. These are my segment maturity automatic transfer instructions for the percentage of the Segment Maturity Value to be applied to a new Segment(s) in the Indexed Account(s) or Fixed Account.

1 Year Indexed Account Segment Maturity Instructions	
A.	Transfer _____% to new 1 Year Indexed Account
B.	Transfer _____% to new 5 Year Indexed Account
C.	Transfer _____% to new 5 Year Indexed Account 2
D.	Transfer _____% to the Fixed Account
Total: _____% MUST EQUAL 100%	

5 Year Indexed Account Segment Maturity Instructions	
E.	Transfer _____% to new 1 Year Indexed Account
F.	Transfer _____% to new 5 Year Indexed Account
G.	Transfer _____% to new 5 Year Indexed Account 2
H.	Transfer _____% to the Fixed Account
Total: _____% MUST EQUAL 100%	

5 Year Indexed Account 2 Segment Maturity Instructions	
I.	Transfer _____% to new 1 Year Indexed Account
J.	Transfer _____% to new 5 Year Indexed Account
K.	Transfer _____% to new 5 Year Indexed Account 2
L.	Transfer _____% to the Fixed Account
Total: _____% MUST EQUAL 100%	

DRAFT 3

<i>SERFF Tracking Number:</i>	<i>PALD-126011400</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41516</i>
<i>Company Tracking Number:</i>	<i>A09EIS</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>A09EIS</i>		
<i>Project Name/Number:</i>	<i>A09EIS/A09EIS</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/29/2009	Form	Supplement to Application for Indexed Universal Life Insurance	04/24/2009	A09EIS.pdf (Superseded)

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
 P.O. Box 2030 • Omaha, NE 68103-2030
 (800) 347-7787 • Fax (866) 964-4860
 www.PacificLife.com]



PACIFIC LIFE

**SUPPLEMENT TO APPLICATION
 FOR INDEXED UNIVERSAL LIFE INSURANCE**

Insured's Name: First	MI	Last	Date of Birth (mm/dd/yyyy)
Policyowner's Name			Policy Number (if available)
Corporation, Trust or Business Entity's Name (if applicable)			

Net premiums and loan repayments are initially credited to the Fixed Account. Automatic Transfers from the Fixed Account to the Indexed Account(s) will be made pursuant to your instructions on the next Transfer Date.

AUTOMATIC TRANSFER INSTRUCTIONS

AUTOMATIC TRANSFERS AFTER PREMIUM PAYMENT AND/OR LOAN REPAYMENT

Percentages must be whole numbers. The sums of the percentages do not need to equal 100% and cannot exceed 100%.

1. These are my automatic transfer instructions. The amount* in the Fixed Account to be transferred to one or both of the Indexed Account(s) selected below on the next transfer date.

Accounts with 100% Guaranteed Minimum Participation Rate and a 1% Segment Guaranteed Interest Rate

A. 1 Year Indexed Account _____% B. 5 Year Indexed Account _____%

Accounts with 105% Guaranteed Minimum Participation Rate and a 0% Segment Guaranteed Interest Rate

C. 5 Year Indexed Account 2 _____%

2. By checking **NO**, I do not elect Automatic Transfers **NO**

*The amount automatically transferred is the lesser of: 1) your selected transfer percentage multiplied by all premium and loan repayments paid since the last Transfer Date; and 2) the balance of the Fixed Account as of the applicable Transfer Date.

SEGMENT MATURITY (Optional)

Percentages must be whole numbers. If not specified, 100% of the value of the matured segment will remain in the Indexed Account(s) and be applied to a new segment of the same type and duration.

3. These are my segment maturity automatic transfer instructions for the percentage of the Segment Maturity Value to be applied to a new Segment(s) in the Indexed Account(s) or Fixed Account.

1 Year Indexed Account Segment Maturity Instructions	
A.	Transfer _____% to new 1 Year Indexed Account Segments (Default)
B.	Transfer _____% to new 5 Year Indexed Account Segments
C.	Transfer _____% to new 5 Year Indexed Account 2 Segments
D.	Transfer _____% the Fixed Account
Total: _____% MUST EQUAL 100%	
5 Year Indexed Account Segment Maturity Instructions	
E.	Transfer _____% to new 1 Year Indexed Account Segments
F.	Transfer _____% to new 5 Year Indexed Account Segments (Default)
G.	Transfer _____% to new 5 Year Indexed Account 2 Segments
H.	Transfer _____% to the Fixed Account
Total: _____% MUST EQUAL 100%	
5 Year Indexed Account 2 Segment Maturity Instructions	
I.	Transfer _____% to new 1 Year Indexed Account Segments
J.	Transfer _____% to new 5 Year Indexed Account Segments
K.	Transfer _____% to new 5 Year Indexed Account 2 Segments (Default)
L.	Transfer _____% to the Fixed Account
Total: _____% MUST EQUAL 100%	



SUPPLEMENT TO APPLICATION FOR INDEXED UNIVERSAL LIFE INSURANCE



Insured's Name: First	MI	Last	Date of Birth (mm/dd/yyyy)
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I acknowledge that:

- I am applying for an Indexed Universal Life Insurance Product. The Indexed Universal Life Insurance Product includes a Fixed Accountⁱ and Indexed Accountsⁱⁱ. The Indexed Accounts use the gains and losses of an outside financial indexⁱⁱⁱ to calculate the annual crediting rate.
- Net premiums and loan repayments are initially credited to the Fixed Account and will be transferred to the Indexed Accounts on the next eligible Transfer Date^{iv}. Premiums received later than two business days prior to the Transfer Date are not eligible for transfer until the next Transfer Date.
- The Automatic Transfer instructions above indicate my request for transfers to the Indexed Accounts from the Fixed Account. I may change my instructions by written request to Pacific Life's Life Operations Center. Written requests must be received at least two business days prior to the Transfer Date.
- Segment Indexed Interest credits, if any, are not credited to the Indexed Accounts until the Segment^v Maturity^{vi}.
- Even though values of the policy may be determined, in part, by reference to an external index, the policy does not directly participate in any stock or equity investments. Any values shown, other than minimum values, are not guarantees, promises, or warranties.
- I have received an illustration of the policy applied for or a copy of the disclosure material in the Client Brochure for the product.

SIGNATURES

If you are signing on behalf of an entity, you represent that you are authorized to execute this document and to make the representations herein. If the entity is a corporation, you further represent that all requirements under applicable law and under the corporation's governing documents have been satisfied concerning the execution of this document, including the use of the corporate seal and number of signing officers.

Signed and Dated in:

_____ City

_____ State

_____ Date (mm/dd/yyyy)



X

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

Applicant's Name: First	MI	Last	(print)	Title
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X

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



X

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

**If a corporation, the signature and title of any authorized representative is required. If a trust, all required trustees must sign according to the trust agreement.

KEY TERMS USED ABOVE

For additional detailed information, consult your policy contract pages.

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

ⁱⁱ **Indexed Accounts:** The portion of the policy's Accumulated Value allocated to the Indexed Accounts earns interest based on the percentage change in the value of an external index subject to the minimum guarantee participation rate and Growth Cap. The Growth Cap is the maximum total interest rate for a Segment, including both the Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate.

ⁱⁱⁱ **Index:** The Index is the Standard & Poor's 500[®] Composite Stock Price Index, excluding dividends, or its successor. "Standard & Poor's[®]" and "Standard & Poor's 500" is a trademark of the McGraw-Hill Companies, Inc. and has been licensed for use by Pacific life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product. ("Product" refers to the product provided by this policy).

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

^v **Segment:** Each time a transfer is made from the Fixed Account to an Indexed Account on the Transfer Date, a new Segment is created. The new Segment is credited with any Segment Indexed Interest credits at the end of each segment term. The complete segment term varies based upon the Indexed Account selected.

^{vi} **Maturity:** The completion of a segment term.