

SERFF Tracking Number: PALD-126238822 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43085
Company Tracking Number: P09IEM
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
Adjustable Life
Product Name: P09IEM
Project Name/Number: P09IEM/P09IEP

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: P09IEM

TOI: L09I Individual Life - Flexible Premium
Adjustable Life

Sub-TOI: L09I.103 External Indexed - Joint
(Last Survivor)

Filing Type: Form

SERFF Tr Num: PALD-126238822 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 43085

Co Tr Num: P09IEM

State Status: Approved-Closed

Author: Jill Dease

Date Submitted: 07/30/2009

Reviewer(s): Linda Bird

Disposition Date: 07/31/2009

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: 11/01/2009

State Filing Description:

General Information

Project Name: P09IEM

Project Number: P09IEP

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/31/2009

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: 07/31/2009

Created By: Jill Dease

Corresponding Filing Tracking Number:
P09IEM

Deemer Date:

Submitted By: Jill Dease

Filing Description:

July 22, 2009 NAIC # 00067466

FEIN # 95-1079000

Mr. John Shields

Policy Form Filings, Life

Arkansas Department of Insurance

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1200 W. Third Street
Little Rock, AR 72201-1904

Re: Form P09IEM, Last Survivor Indexed Universal Life Insurance

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 form. 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. Form P09IEM is a last survivor indexed universal life general account policy.

The following pertain to this submission:

- Actuarial Memorandum and Illustration Actuary's Certification for each policy, and any required certifications are enclosed.
- Policies are sex distinct except those subject to the Norris vs. Arizona decision, which will be issued unisex.
- Sample illustration and, where required, policy owner's periodic report, both with hypothetical numeric data, to show the format and information content of the documents, are enclosed.
- This form satisfies any relevant readability requirements (any required certification is enclosed), with a readability score of 50.1.
- This form will be marketed through our licensed agents. The target release date is 11/1/09, or upon approval.
- The form will be used mainly with application #A09IUW, previously approved by your state on 8/21/2008.
- Issue ages are 20-90. If a filing fee is required, it is handled in the usual manner.
- The sample policy displays 2001 CSO rates in all years. The first year's Fixed Account guaranteed interest rate will be the current rate at issue and the guaranteed cost of insurance rates will, for an initial number of years, be the rates that are the current rates as of the issue date.

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 jill.dease@pacificlife.com or (800) 800-7681, extension 7081.

Sincerely,

Jill Dease
Product Compliance, Life Division

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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

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Policy Filing = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$50.00	07/30/2009	29539944

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Product Name: P09IEM
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/31/2009	07/31/2009

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Disposition

Disposition Date: 07/31/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memo and Appendices		No
Supporting Document	Sample Illustration and IA Certification		Yes
Supporting Document	Sample Annual Report		Yes
Form	Last Survivor Indexed Universal Life Insurance		Yes

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Form Schedule

Lead Form Number: P09IEM

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	P09IEM	Policy/Cont Last Survivor ract/Fratern Indexed Universal al Life Insurance Certificate	Initial		50.100	P09IEMAR.pdf



PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise Drive • Aliso Viejo, CA 92656

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this policy according to its provisions. The consideration for this policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may be fixed or variable depending on the Death Benefit option elected and may increase or decrease.

Premiums are flexible, subject to minimums required to keep the policy In Force. Even if Planned Premiums are paid, it is possible that, due to changes in interest credited, expense loads, and Cost of Insurance Rates, the Policy may not continue In Force; that is, it may lapse before any death benefit is payable. Additionally, loans, withdrawals, and Death Benefit Option changes will affect the length of time the Policy stays In Force.

Signed for Pacific Life Insurance Company,

Chairman, President and Chief Executive Officer

Secretary

LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable When Both Insureds Have Died**
(There Is No Death Benefit On The First Death Of The Two Insureds)
- **Net Cash Surrender Value Payable Upon Surrender**
- **Optional Indexed Feature**
- **Adjustable Face Amount**
- **Flexible Premiums**
- **Non-Participating**

INSURED:	LELAND STANFORD	ADDITIONAL INSURED:	MARY STANFORD
SEX AND AGE:	MALE 35	SEX AND AGE:	FEMALE 35
RISK CLASS:	STANDARD NONSMOKER	RISK CLASS:	STANDARD NONSMOKER
POLICY NUMBER:	VF99999990	TOTAL FACE AMOUNT	\$100,000
POLICY DATE:	NOV 1, 2009	OWNER:	LELAND STANFORD

Free Look Right - You may return this policy within 20 days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund any premium paid.

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POLICY SPECIFICATIONS

BASE POLICY: LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE
 PREMIUMS: PLANNED ANNUAL PREMIUM = \$ 955.01
 7 PAY PREMIUM = 2,195.75
 GUIDELINE SINGLE PREMIUM = 11,176.26
 GUIDELINE LEVEL PREMIUM = 955.01

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST

DEATH BENEFIT OPTION: A
 FIXED ACCOUNT GUARANTEED INTEREST
 RATE, POLICY YEAR 1: 5.00%
 FIXED ACCOUNT GUARANTEED INTEREST
 RATE, POLICY YEARS 2+: 2%
 NET AMOUNT AT RISK FACTOR: 1.0016516
 MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE YOUNGER
 INSURED ATTAINS AGE 121
 MAXIMUM PREMIUM LOAD RATE: 7.8%
 ADMINISTRATIVE CHARGE PER MONTH: \$10.00
 SHORT-TERM NO LAPSE PERIOD: [10] POLICY YEARS
 SHORT-TERM NO LAPSE PREMIUM: \$614.29

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT: \$488.00
 LEVEL PERIOD: 5 YEARS
 REDUCTION FACTOR: \$97.60
 END YEAR: 10 YEARS

INDEXED ACCOUNT TRANSFER DATES: THE 15TH DAY OF EACH CALENDAR MONTH
 (SEE INDEXED ACCOUNTS SECTION FOR EXPLANATION)

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P09IEM BASIC COVERAGE

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER
ADDITIONAL INSURED:	MARY STANFORD
SEX AND AGE:	FEMALE 35
RISK CLASS:	STANDARD NONSMOKER

POLICY SPECIFICATIONSTABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.00010
2	0.00032
3	0.00058
4	0.00088
5	0.00124
6	0.00166
7	0.00217
8	0.00281
9	0.00358
10	0.00456
11	0.00576
12	0.00721
13	0.00902
14	0.01095
15	0.01334
16	0.01623
17	0.01978
18	0.02432
19	0.02984
20	0.03665
21	0.04508
22	0.05529
23	0.06744
24	0.08101
25	0.09670
26	0.11548
27	0.13840
28	0.16625
29	0.19919
30	0.23753
31	0.28193
32	0.33244
33	0.38971
34	0.45599
35	0.53091
36	0.61998
37	0.72482
38	0.85432
39	1.00190
40	1.17005
41	1.36386
42	1.58571
43	1.84449
44	2.14716

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	2.49883
46	2.89819
47	3.39701
48	3.95876
49	4.56965
50	5.26075
51	6.04685
52	6.86277
53	7.89660
54	9.01713
55	10.22612
56	11.41071
57	12.25347
58	13.40471
59	14.89315
60	16.70894
61	18.95437
62	21.13368
63	23.47122
64	24.19691
65	25.71125
66	27.93336
67	30.28764
68	32.98140
69	36.07621
70	39.64408
71	43.70884
72	48.12548
73	52.93325
74	58.09313
75	63.84003
76	70.17428
77	76.79034
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87+	0

POLICY SPECIFICATIONSTABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD
 ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$36.72
2	36.72
3	36.72
4	36.72
5	36.72
6	36.72
7	36.72
8	36.72
9	36.72
10	36.72
11	30.43
12	30.43
13	30.43
14	30.43
15	30.43
16	30.43
17	30.43
18	30.43
19	30.43
20	30.43
21	33.58
22	33.58
23	33.58
24	33.58
25	33.58
26	33.58
27	33.58
28	33.58
29	33.58
30	33.58
31	33.58
32	33.58
33	33.58
34	33.58
35	33.58
36	33.58
37	33.58
38	33.58
39	33.58
40	33.58
41	33.58
42	33.58
43	33.58
44	33.58

POLICY SPECIFICATIONSTABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUEDINSURED: LELAND STANFORD
ADDITIONAL INSURED: MARY STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$33.58
46	33.58
47	33.58
48	33.58
49	33.58
50	33.58
51	33.58
52	33.58
53	33.58
54	33.58
55	33.58
56	33.58
57	33.58
58	33.58
59	33.58
60	33.58
61	33.58
62	33.58
63	33.58
64	33.58
65	33.58
66	33.58
67	33.58
68	33.58
69	33.58
70	33.58
71	33.58
72	33.58
73	33.58
74	33.58
75	33.58
76	33.58
77	33.58
78	33.58
79	33.58
80	33.58
81	33.58
82	33.58
83	33.58
84	33.58
85	33.58
86	33.58
87+	0

POLICY SPECIFICATIONS**1 YEAR INDEXED ACCOUNT**

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see **Indexed Accounts**.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to [the lesser of (a x b) and c] - d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS**5 YEAR INDEXED ACCOUNT**

Segment Term: 5 Years

Segment Guaranteed Interest Rate: 1.00%

Cumulative Segment Guaranteed Interest Rate: 5.10%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 15% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see **Indexed Accounts**.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to [the lesser of (a x b) and c] - d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the average Closing Value of the Index as of the day before the end of the last twelve Segment Months of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS**5 YEAR INDEXED ACCOUNT 2**

Segment Term: 5 Years

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 105% for the Segment Term

Guaranteed Minimum Growth Cap: 15% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see **Indexed Accounts**.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to [the lesser of (a x b) and c] - d, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the average Closing Value of the Index as of the day before the end of the last twelve Segment Months of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

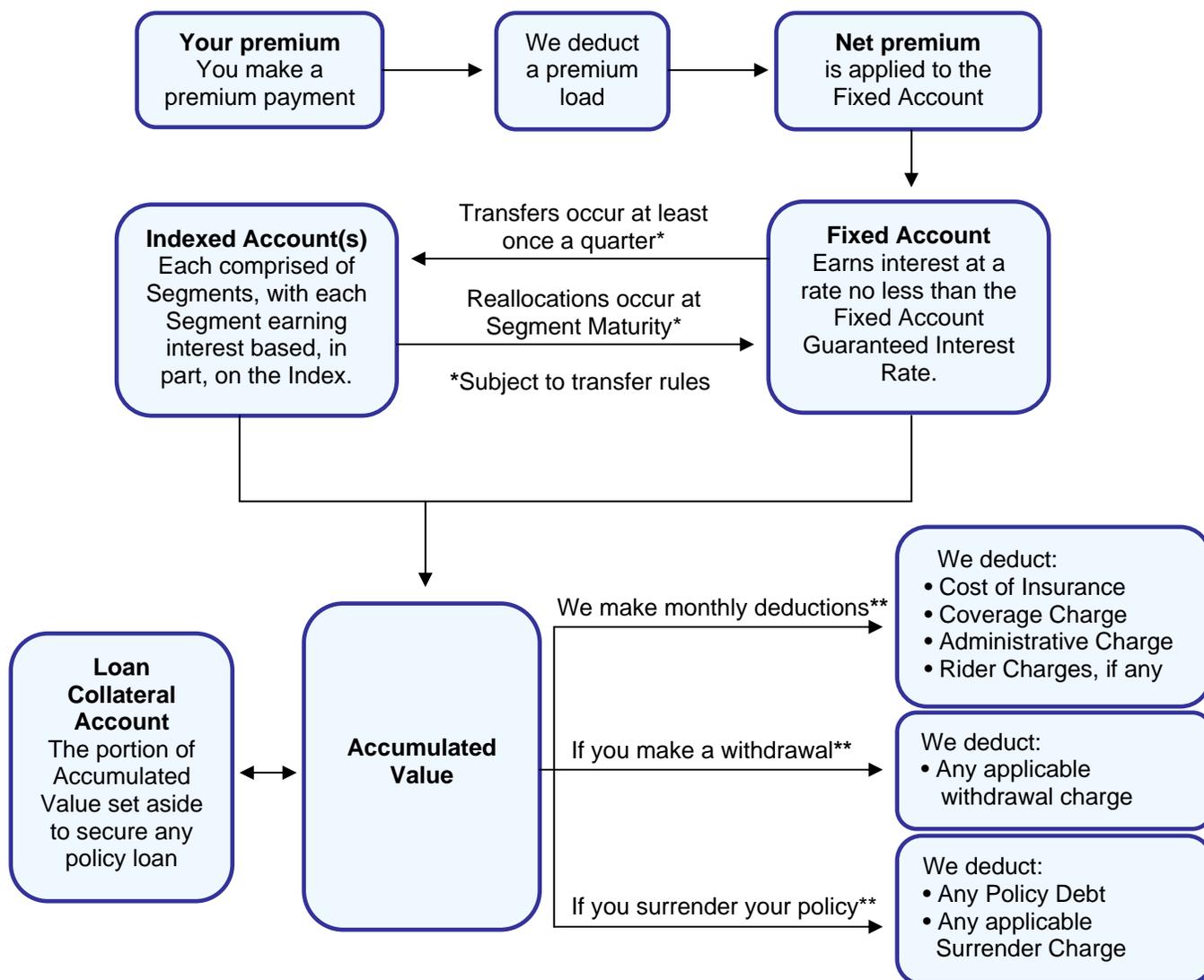
Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

SUMMARY DESCRIPTION

This is a last survivor flexible premium universal life insurance policy with an optional feature linking interest to an outside index ("Index"). Provided the policy is In Force, a death benefit is payable upon the death of the Survivor of the two Insureds. Premiums, net of Premium Load, are credited to an account earning a fixed rate of interest ("Fixed Account") at a rate not less than the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications. Then, according to your instructions, a portion of the premium may be transferred to one or more Indexed Accounts that earn interest, based in part, on the growth rate of the Index. The growth rate of each Indexed Account has an upper limit (the Growth Cap), and a lower limit (the Segment Guaranteed Interest Rate) as shown in the Policy Specifications. Policy charges are deducted from the policy's Accumulated Value. Diagrams are included as a general representation of how the policy works. A detailed explanation of how the Indexed Accounts work is contained in the Indexed Accounts section. Additional information, key definitions, and the various policy provisions are included in this contract. Please read your policy carefully. It is a legal contract between you and Pacific Life Insurance Company.

HOW YOUR POLICY ACCUMULATED VALUE WORKS



**All Monthly Deductions, Withdrawals and Loans from the Accumulated Value are taken from the Fixed Account, then from the Indexed Accounts.

DEFINITIONS

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to show emphasis.

Accounts – consist of the Fixed Account (see **Accumulated Value**) and the Indexed Accounts (see **Indexed Accounts**), each of which may be referred to as an Account.

Accumulated Value – is the sum of Net Premiums and credited interest less withdrawals and deductions. See the Accumulated Value section for details.

Administrative Office – is the office that administers your policy. The address of the Administrative Office at the time you applied for this policy is shown in the heading of the application, which is attached to this policy. If the address changes, we will send a change notification at your last known address.

Application – consists of the application for this policy, including any Certificate of Health, amendments, or endorsements, and any application for reinstatement or increase in benefits.

Age – for each Insured, means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed. When not otherwise clear from the context, Age refers to the Age of the younger Insured.

Business Day – is a day when both we and the New York Stock Exchange are open for business.

Class – is used in determining policy charges and interest credited, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, each Insured's Age and Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Coverage Layer – is a layer of insurance coverage under this policy. There may be one or more Coverage Layers. Any elective increase in Face Amount will comprise a new Coverage Layer. Each Coverage Layer has its own Face Amount, Risk Class, effective date, and set of charges. The Face Amount, Risk Class, effective date, and set of charges for the initial Coverage Layer are shown in the Policy Specifications. The Face Amount, Risk Class, effective date, and set of charges for any Coverage Layer added at a later time will be shown in a Supplemental Schedule of Coverage sent to you at that time.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class.

Face Amount – is the Face Amount of Basic Coverage and is equal to the sum of the Face Amounts of all Coverage Layers of Basic Coverage.

Insureds – are the two persons insured under this policy, consisting of the Insured and the Additional Insured. The Insureds are shown in the Policy Specifications. When used in the singular and when not otherwise identified, Insured means either of the Insureds.

In Force – means a policy is in effect and provides a death benefit on the Insured.

Monthly Deduction End Date – is shown in the Policy Specifications and is the date when Monthly Deductions end.

Monthly Payment Date – is the same day in each month as the Policy Date and is the date on which certain policy charges are deducted from the Accumulated Value. The first Monthly Payment Date is the Policy Date.

Net Accumulated Value – is the Accumulated Value less Policy Debt.

Net Amount at Risk – is equal to the Death Benefit as of the most recent Monthly Payment Date divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value. The Accumulated Value used in this calculation will be as of the beginning of the policy month before the Monthly Deduction is assessed. The Net Amount at Risk is used to calculate the Cost of Insurance Charge (see the Policy Charges section).

Net Premium – is the premium we receive reduced by any Premium Load.

Owner, you, or your – refers to the Owner of this policy.

Policy Date – is the effective date of coverage under this policy and is shown in the Policy Specifications. Policy months, years and anniversaries are measured from this date.

Policy Debt – is the sum of all outstanding policy loans plus accrued loan interest.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy charges and is determined by us during the underwriting process. It depends on each Insured's age, sex, health, tobacco use, and other factors. The Risk Class of each Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Survivor – is the Insured remaining alive after the first death of the two Insureds. If the two Insureds die in close proximity such that it cannot be determined who died first, unless otherwise provided, it shall be assumed that the younger survived the older.

Total Face Amount – is the sum of Face Amount of Basic Coverage and the Face Amounts of any rider providing last survivor coverage on the Insureds. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications.

We, our, ours, and us – refer to Pacific Life Insurance Company.

Written Request – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request.

DEATH BENEFIT

When the Policy is In Force – This policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following:

- Surrender, as described in the Surrender and Withdrawal of Values provision
- Lapse, as described in the Grace Period and Lapse provision
- The death of the Survivor

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include increases or decreases in Face Amount, as described in later sections of this policy.

Death Benefit – This policy provides a Death Benefit on the death of the Survivor while this policy is In Force. This section describes how the Death Benefit is calculated. On the date of death, the Death Benefit is calculated as the larger of:

- The Death Benefit according to the Death Benefit Option in effect
- The Minimum Death Benefit according to the Death Benefit Qualification Test that applies to your policy

The Death Benefit as calculated above is subject to any increase required by the minimum death benefit provisions set out in General Provisions to satisfy certain federal tax qualification requirements.

Death Benefit Option – You elected the Death Benefit Option in the application. The initial Death Benefit Option appears in the Policy Specifications. Some changes in Death Benefit Option are allowed (see Change of Death Benefit Option). The Death Benefit according to each of the Death Benefit Options is explained below:

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value at death.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distribution that reduces the Accumulated Value, provided that such result is limited to the amount shown in the Policy Specifications as the “Option C Death Benefit Limit”. Under this option, the Death Benefit may be less than the Total Face Amount.

Death Benefit Qualification Test – In order for your policy to qualify as a “life insurance contract” under the Code, it must at all relevant times satisfy one of two Death Benefit Qualification Tests. The policy provides a minimum death benefit amount, as needed, for the policy to qualify under either of the Tests. Unless you elected otherwise in the application, the Death Benefit Qualification Test that is specified for this policy is the Guideline Premium Test. The Death Benefit Qualification Test that this policy is designed to satisfy appears in the Policy Specifications. You may not change your policy’s specified Death Benefit Qualification Test without our written consent. The two Death Benefit Qualification Tests and the Minimum Death Benefit amounts applicable to each are explained in this subsection.

1. **Cash Value Accumulation Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be the minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than 101% of the Accumulated Value.
2. **Guideline Premium Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be the minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than the Accumulated Value multiplied by the Death Benefit Percentage for the Age of the younger Insured as shown in the following table.

Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage
0-40	250%	50	185%	60	130%	70	115%
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	Over 93	101

Change of Death Benefit Option – The Death Benefit Option may be changed to Option A or B upon Written Request no more than once per policy year. Changes to Option C from either Option A or B are not permitted. The Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change, and if there are multiple Coverage Layers, in the same order as applies for a decrease in Face Amount. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request.

Unless you specify otherwise by Written Request, any request for a Death Benefit Option change will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount payable if the Survivor dies while this policy is In Force. The Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the death, consisting of a certified copy of the death certificates for each Insured or other lawful evidence providing equivalent information
- Proof of the claimant’s legal interest in the proceeds
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate required by applicable state law. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Face Amount Increase – As long as the Flexible Duration No Lapse Rider is not attached to this policy, you may submit an application to increase the Face Amount. The older Insured must be no older than Age 90 and the Face Amount increase may not be less than \$25,000. Your application must include Evidence of Insurability satisfactory to us and is subject to our approval. The effective date of the increased Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. We reserve the right to limit Face Amount increases to one per policy year and the right to charge a fee to evaluate insurability, not to exceed \$100 per Insured for each evaluation.

Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The increased Face Amount and the effective date of the increase
- The Risk Class for the increase
- The Maximum Monthly Cost of Insurance Rates applicable to the increase
- The Maximum Monthly Coverage Charge for the increase
- If the Guideline Premium Test is used, the new Guideline Premiums

In addition, any Coverage Layer representing an increase in Basic Coverage will have an associated Surrender Charge. The elements used in calculating the Surrender Charge for each such Coverage Layer are the Initial Amount, the Reduction Factor, and the End Year for the Coverage Layer’s Surrender Charge. For any such Coverage Layer, the Surrender Charge elements will be shown in a Supplemental Schedule of Coverage sent to you at the time of the increase. The Surrender Charge for any such Coverage Layer during the first policy month after its effective date is equal to the Initial Amount reduced by one-twelfth of the Reduction Factor. After the first policy month, the Surrender Charge decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor until it becomes zero after the End Year following the effective date of the increase.

If the Flexible Duration No Lapse Rider is attached to this policy, Face Amount increases are not allowed.

Face Amount Decrease – A decrease in Face Amount is subject to these limits:

- Only one decrease per policy year is allowed.
- A decrease during the first policy year is not allowed.

- The Face Amount remaining after a decrease must be at least \$1000.

The effective date of the decreased Face Amount will be the first Monthly Payment Date on or next following the date we receive the Written Request and have approved it. Unless and until you specify otherwise by Written Request, any request for a Face Amount decrease will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code. We recommend you consult your tax advisor before requesting a decrease in Face Amount. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage, which will include the decreased Face Amount and the effective date of the decrease. If there are Coverage Layers with different effective dates, the Coverage Layers will be decreased or eliminated in the following order:

- First, the most recent Coverage Layer
- Next, other Coverage Layers, in the reverse order in which they arose
- Finally, the initial Coverage Layer

The request for a decrease in the Total Face Amount will be subject to the Guideline Premium Limit (if specified for your policy) as defined in the Code. This may result in one or more refunds of premiums or required distributions of Accumulated Value in order to maintain compliance with such limit, in accordance with the Tax Qualification as Life Insurance section of this policy. Such request will not be allowed to the extent we determine that any resulting Guideline Premium limit would cause an amount in excess of the Net Cash Surrender Value to be distributed from the policy.

Policy Change Limit– We reserve the right to require Evidence of Insurability satisfactory to us for any policy change that would result in an increase in Net Amount at Risk and, if the Evidence of Insurability is not satisfactory, we may limit or refuse the policy change.

Change in Benefits – Under the Guideline Premium Test or the Cash Value Accumulation Test, whichever is specified for your policy, any change in policy or rider benefits or certain other factors may require an adjustment to the policy's tax qualification limits.

PREMIUMS

Premiums – The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Additional premiums are optional and are payable at any time at our Administrative Office. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be 'received' when it is actually delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless we have received the premium. We reserve the right to reject premium payments less than \$50 unless such premium is required to keep the policy In Force. Premiums may be paid at any time before the Monthly Deduction End Date, subject to the premium limits below. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request it is a premium payment.

Premium Processing – When a premium is received by us, the Premium Load will first be deducted. Then the resulting Net Premium will be applied to the Fixed Account. Subject to the Automatic Transfers provision, we will thereafter process a transfer to the Indexed accounts. See the Indexed accounts section for details.

Premium Load – The Premium Load is equal to the premium paid multiplied by the Premium Load Rate. The Premium Load Rate we use will not exceed the Maximum Premium Load Rate shown in the Policy Specifications. Any lesser charge will apply uniformly to all members of the same Class.

Planned Premium – The Planned Premium is the amount of premium you have told us you intend to pay and is shown in the Policy Specifications. We will send you Planned Premium Reminder Notices for as long as premiums can be paid. You may change the Planned Premium by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Limitation – We reserve the right to require Evidence of Insurability for any premium payment that would result in an increase in the Net Amount at Risk. If such Evidence of Insurability is not satisfactory, we may limit or refuse the premium payment.

Guideline Premium Limit – This subsection applies only if the Guideline Premium Test is the Death Benefit Qualification Test specified in the Policy Specifications. In order for this policy to qualify as a life insurance contract under Section 7702 of the Code, the sum of the premiums paid less a portion of any withdrawals, as specified in the Code, may not exceed the Guideline Premium Limit, which is the greater of:

- The Guideline Single Premium
- The sum of the annual Guideline Level Premiums to the earlier of the date of payment or the younger Insured's Age 100

The Guideline Premiums are shown in the Policy Specifications. The Guideline Premiums may change whenever there is a change in the Total Face Amount of insurance or certain other policy benefits or factors. Any such Guideline Premium change will be shown in a supplemental schedule that we will send to you at the time of the change. The Guideline Premiums are used to determine the premium limits, beyond which this policy would fail to qualify as a life insurance contract under the Code. Payment of the Guideline Premiums does not guarantee that the policy will never lapse and additional premiums may be necessary to prevent the policy from lapsing in the future.

The Guideline Premiums are determined by the rules that apply to this policy as set forth in the Code. The Guideline Premiums will be adjusted to conform to any changes in the Code. To the extent that a premium payment would exceed such limits, we will refund the excess payment to you in accordance with the Tax Qualification as Life Insurance section of this policy, provided that we may not refuse any premium payment necessary to keep this policy In Force. Further, we will make distributions from the policy to the extent we deem necessary to continue to classify this policy as a life insurance contract under the Code, in accordance with the Tax Qualification as Life Insurance section of this policy.

Modified Endowment Contract Premium Limit – In order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the Policy, in accordance with the Modified Endowment Contract Tax Status section of this policy.

The 7-Pay premium may change whenever there is a change in the Total Face Amount of insurance or in other policy benefits or factors. The 7-Pay premiums are determined according to the rules applicable to this policy set forth in the Code. The 7-Pay premium will be adjusted to conform to any changes in the Code. To the extent that a premium payment would cause such limits to be exceeded, we will refund the excess payment to you, in accordance with the Modified Endowment Contract Tax Status section of this policy. Further, as indicated in that section, we will increase the Death Benefit to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

ACCUMULATED VALUE

Accumulated Value - The Accumulated Value equals the sum of the values of the Fixed Account, the Indexed Accounts, and the Loan Collateral Account, provided that the Accumulated Value will never be less than zero.

Fixed Account Value – The value of the Fixed Account as of the Policy Date is equal to the initial Net Premium less the first Monthly Deduction. On any day following the Policy Date, the value of the Fixed Account is equal to:

- The value of the Fixed Account as of the prior day
- Plus interest earned on such amount since the prior day
- Plus the amount of any Net Premiums or policy loan repayment applied since the prior day
- Plus the amount of any transfer from the Indexed accounts since the prior day (such transfer is allowed only at Segment Maturity)
- Minus the amount of any deductions from the Fixed Account since the prior day (such deductions include Monthly Deductions, deductions for any withdrawal, including any amount removed from the policy in accordance with either the Tax Qualification as Life Insurance section or the Modified Endowment Contract Tax Status section of this policy and any fee for a withdrawal or Face Amount Increase)
- Minus the amount of any transfer from the Fixed Account since the prior day (such transfers include transfers to the Indexed accounts to create a new Segment and transfers to the Loan Collateral Account to secure any policy loan)

We credit interest on a daily basis using a 365-day year at an annual rate not less than the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications. At our discretion, we may credit additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings.

Indexed Account Value – See the Indexed Accounts section.

Loan Collateral Account – See the Policy Loans section.

Deductions from the Accumulated Value – Monthly Deductions, as well as any other deductions from the Accumulated Value, will be taken first from the Fixed Account, then from the Indexed Accounts, in order from the Indexed Account with the shortest Segment Term to the Indexed Account with the longest Segment Term.

INDEXED ACCOUNTS

Indexed Accounts – You may allocate all or a portion of your policy’s Accumulated Value to one or more policy accounts, each referred to as an “Indexed Account”, for which values will vary over time based, in part, on the change in value of an external index (“Index”). The Indexed Accounts available as of the Policy Date, as well as how credits based on the Index are calculated, are shown in the Policy Specifications. We reserve the right to add additional Indexed Accounts or to cease offering one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address. In calculating the change in value of the Index, we use the Closing Value of the Index.

Closing Value – By Closing Value of the Index, we mean the value of the Index as of the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time. If no Closing Value is published for a given day, we will use the Closing Value for the next day for which the Closing Value is published.

SEGMENT OVERVIEW

Segments – Your policy’s value in an Indexed Account is divided into Segments. Each Segment represents a transfer of policy value from the Fixed Account to an Indexed Account.

Segments are credited with interest and comprise a portion of the policy’s Accumulated Value. This is a summary of how Segments work:

- Segment Creation – A new Segment is created when there is a transfer to an Indexed Account. The Segment will continue until the end of the Segment Term.
- Segment Value Change - Over the Segment Term, the Segment will grow with the Segment Guaranteed Interest and be reduced by Segment Deductions.

- **Segment Deductions** – Over the Segment Term, money may be transferred out of the Segments for the policy's Monthly Deductions, as well as any other deductions such as those for withdrawals or transfers that are described above for computing the Fixed Account Value.
- **Segment Indexed Interest** – Based on the performance of the Index, additional interest may be credited to the Segment at the end of the Segment Term.
- **Segment Maturity** – At the end of a Segment Term, the Segment Value is either transferred to a new Indexed Account Segment, or to the Fixed Account.

SEGMENT CREATION AND TRANSFERS

Segment Creation – A new Segment is created if there is a transfer to an Indexed Account. The date of the transfer is called the Segment Start Date or **Segment Date**. Segment Months and Segment Years are measured from this date. Each Segment in each Indexed Account will have its own Growth Cap and Participation Rate. These values for a particular Segment are the values in effect on the Segment Date. The values in effect on the Policy Date are shown in the Policy Specifications. If these values change, you will be notified in the Annual Report or other written notice.

Transfer Dates – Transfer Dates are the dates as of which transfers into the Indexed Account may occur. The Transfer Dates as of the issue of the policy are shown in the Policy Specifications. We reserve the right to change the Transfer Dates and to limit transfers into the Indexed Account, but these will occur not less frequently than once per calendar quarter. If we change the Transfer Dates, you will be notified in the Annual Report or other written notice. There are two types of Transfers: Automatic Transfers and Transfers by Written Request.

Automatic Transfers – Automatic Transfers will be based on your latest instructions on file with us. There are two types of transfer instructions that result in Automatic Transfers.

1. **Payment Instructions:** These are your instructions to us to transfer an amount from the Fixed Account to the Indexed Account, following a premium or loan repayment. The amount transferred to the Indexed Account can never exceed the value in the Fixed Account at the time of the transfer. If you have given us no instructions or if your policy is in a Lockout Period (see **Lockout Period**), then no transfer to the Indexed Account will occur.
2. **Reallocation Instructions:** At the end of the Segment Term, if a Segment has a Segment Value other than Segment Guaranteed Interest and Segment Indexed Interest, the Segment Value can be reallocated to any Account.

Transfers by Written Request – Transfers by Written Request consist of:

- Your Written Request to transfer to an Indexed Account on a Transfer Date
- Your Written Request to transfer the value of a particular Segment to the Fixed Account at Segment Maturity

Cut-Off Date – To be effective on a given Transfer Date, each of the following must be received at our Administrative Office by 4:00 p.m. Eastern time of the Cut-Off Date, which is two Business Days prior to the Transfer Date:

- Any instructions for Automatic Transfers
- Any instructions for Transfers by Written Request
- Any premium payment or loan repayment intended to result in a transfer to an Indexed Account

Order of Processing Transfers – Transfers among the Accounts on a given Transfer Date will be processed in the following order:

- First, any transfer to the Fixed Account of a Segment at Segment Maturity will occur
- Then, any transfer from the Fixed Account will occur

GROWTH OF SEGMENT VALUE DURING THE SEGMENT TERM

Segment Term and Segment Maturity – The Segment Term is the total length of time that a particular Segment can exist. The Segment Term begins on the Segment Date and ends at Segment Maturity, which is the Transfer Date corresponding to the end of the Segment Term. On that date, we calculate any Segment Indexed Interest and credit it to the Segment (see **Segment Indexed Interest**).

Indexed Account Value – Your policy's value in an Indexed Account is equal to the sum of the Segment Values for all Segments in the Indexed Account.

Segment Value – The Segment Value on the Segment Date is equal to the amount transferred to the Indexed Account at such time. At any later date, the Segment Value is equal to:

- The Segment Value as of the prior day
- Plus the Segment Guaranteed Interest since the prior day
- Minus any Segment Deductions since the prior day
- Plus, at Segment Maturity only, any Segment Indexed Interest credited

Segment Guaranteed Interest Credit – We credit interest on a daily basis to each Segment from the Segment Date to Segment Maturity, using a 365-day year, at an annual rate equal to the Segment Guaranteed Interest Rate shown in the Policy Specifications. The amount of such interest is called the Segment Guaranteed Interest Credit ("Segment Guaranteed Interest").

Segment Deductions – Within each Indexed Account, deductions are made from all Segments, proportionate to Segment Value. For each Segment, the deduction is taken first from the Segment Monthly Balance, then from the Segment Guaranteed Interest.

Lockout Period – This is a 12 month period of time during which no transfers from the Fixed Account to the Indexed Accounts will be allowed. A Lockout Period will begin any time there is a deduction from an Indexed Account as a result of a loan or withdrawal that is not part of a Systematic Distribution Program.

SEGMENT MATURITY VALUE AND REALLOCATION

Segment Indexed Interest Credit – At Segment Maturity, the Segment Indexed Interest Credit ("Segment Indexed Interest") is calculated, as described in the Policy Specifications, and credited to the Segment, resulting in the **Segment Maturity Value**. At Segment Maturity the maturing Segment ends and the Segment Maturity Value is reallocated, according to your instructions on file with us, in any of the Accounts, except that if the Segment Maturity Value consists only of the Segment Guaranteed Interest and the Segment Indexed Interest, we will transfer such value into the Fixed Account. If you reallocate any portion of the Segment Maturity Value in an Indexed Account, a new Segment will be created at that time. If you have not provided us with your instructions for transfer at Segment Maturity, the Segment Maturity Value will be reallocated to the same Indexed Account to create a new Segment.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following a Monthly Payment Date and is deducted from the Accumulated Value on each such date before the Monthly Deduction End Date. It is equal to the sum of the following items:

- The Coverage Charge
- The Administrative Charge
- Rider or benefit charges, if any
- The Cost of Insurance Charge

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same

Class. We may profit from such charges, and may use those profits for any lawful purpose, such as the payment of distribution and administrative expenses.

Coverage Charge – The Coverage Charge is the sum of the Coverage Charges for all Coverage Layers. The Coverage Charge for the initial Coverage Layer will not exceed the Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Coverage Layer will not exceed the Coverage Charge shown in the Supplemental Schedule of Coverage sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Coverage Layer as of its effective date. The Coverage Charge will not decrease even if the Face Amount of the associated Coverage Layer is decreased.

Administrative Charge – The Administrative Charge is shown in the Policy Specifications.

Rider Charges – Any rider or benefit charges are described in the rider or benefit forms.

Cost of Insurance Charge – The Cost of Insurance Charge is the sum of the Cost of Insurance Charges for all Coverage Layers. The Cost of Insurance Charge for each Coverage Layer is equal to (1) multiplied by (2), where:

(1) is the Monthly Cost of Insurance Rate for the Coverage Layer divided by 1000.

(2) is the Net Amount at Risk allocated to the Coverage Layer.

If there are multiple Coverage Layers, the Net Amount at Risk is allocated proportionately to each Coverage Layer according to the ratio of the Coverage Layer Face Amount to the Total Face Amount.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Coverage Layer of all Coverage Components are shown in the Policy Specifications. The Maximum Monthly Cost of Insurance Rates for any later Coverage Layers are shown in a Supplemental Schedule of Coverage that will be sent to you at the time the Coverage Layer becomes effective.

We May Deduct Additional Tax-Related Charges – In addition to the charges described in this policy, we reserve the right to impose additional charges to offset any federal, state or local taxes generated by this policy, or generated by our operations with respect to this policy, to the extent such tax was not applicable to the policy or our operations at the time of policy issuance.

SHORT-TERM NO LAPSE GUARANTEE

Short-Term No Lapse Guarantee – If the Short-Term No Lapse Guarantee is in effect, and if your policy would lapse in the absence of this Short-Term No Lapse Guarantee due to insufficient Net Accumulated Value to cover the Monthly Deductions due, the policy will not enter the grace period and will not lapse. Instead, the policy will continue In Force under the Short-Term No Lapse Guarantee and it will stay In Force as long as the No Lapse Credit less Policy Debt is not negative.

When The Short-Term No Lapse Guarantee Is In Effect – The Short-Term No Lapse Guarantee is in effect if the No Lapse Credit less Policy Debt is not negative. For example, if you pay a premium at the beginning of each policy year at least equal to the Short-Term No Lapse Premium in effect at the time, and if you have taken no policy loans or withdrawals, then the Short-Term No Lapse Guarantee will be in effect throughout the Short-Term No Lapse Period. You may also satisfy the condition for the Short-Term No Lapse Guarantee to be in effect by other premium payment patterns so long as the No Lapse Credit less Policy Debt is not negative.

Short-Term No Lapse Period – The Short-Term No Lapse Period is the time during which we guarantee the death benefit will remain In Force if the Short-Term No Lapse Guarantee is in effect. The Short-Term No Lapse Period is shown in the Policy Specifications. The Short-Term No Lapse Period begins on the Policy Date and does not re-start if coverage is added or increased.

Short-Term No Lapse Premium – The Short-Term No Lapse Premium is an amount used during the Short-Term No Lapse Period to determine the No Lapse Credit. The Short-Term No Lapse Premium in effect as of the Policy Date is shown in the Policy Specifications. The Short-Term No Lapse Premium may change as described in the “Changes in the Short-Term No Lapse Premium” section below.

Changes In Short-Term No Lapse Premium – Any increase in face amount, scheduled or not, or addition or increase in coverage will cause an increase in the Short-Term No Lapse Premium. A decrease in Face Amount or in other coverage will not cause a decrease in the Short-Term No Lapse Premium. If the Short-Term No Lapse Premium changes, we will provide you with the new Short-Term No Lapse Premium.

No Lapse Credit – The No Lapse Credit is used to determine if the Short-Term No Lapse Guarantee is in effect. It is calculated at the beginning of each policy month during the Short-Term No Lapse Period. The No Lapse Credit as of the Policy Date is equal to the premium paid less one-twelfth of the Short-Term No Lapse Premium. On any other Monthly Payment Date, the No Lapse Credit is equal to:

- The No Lapse Credit as of the prior Monthly Payment Date multiplied by 1.0032737
- Plus premiums received since the prior Monthly Payment Date
- Less withdrawals taken since the prior Monthly Payment Date
- Less one-twelfth of the Short-Term No Lapse Premium in effect on the Monthly Payment Date

Catch-Up Amount – If the Short-Term No Lapse Guarantee has become ineffective because the No Lapse Credit less Policy Debt is negative, you may bring the Short-Term No Lapse Guarantee back into effect by paying the Catch-Up Amount. The Catch-Up Amount is equal to the negative of the No Lapse Credit less Policy Debt, if such amount is less than zero.

AV Pay-Off Account – If the policy is continued under the Short-Term No Lapse Guarantee, then the policy has no Net Accumulated Value from which Monthly Deductions can be collected. Any such uncollected amounts are accumulated with interest at the monthly rate of 0%, and the result is stored in the AV Pay-Off Account. Any payment you make to us when the policy is continued under the Short-Term No Lapse Guarantee will first be used to reduce the AV Pay-Off Account. After the AV Pay-Off Account is reduced to zero, any excess will be applied to the Accumulated Value, as described in your policy. If you want to keep your policy active at the end of the Short-Term No Lapse Period, you must make a payment sufficient to reduce the AV Pay-Off Account to zero. In such case, any excess will then be applied to the Accumulated Value, as described in your policy. Any payment used to reduce the AV Pay-Off Account will be subject to the Premium Loads shown in your policy.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Short-Term No Lapse Guarantee is not in effect (see the Short-Term No Lapse Guarantee section) and if the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the current monthly deduction, a grace period of 61 days will be allowed for the payment of sufficient premium to keep your policy In Force.

The grace period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the grace period, we will notify you and any assignee of record at the last known address. The notice will state the due date and the amount of premium required for your policy to remain In Force. A minimum of three times the monthly deduction due when the insufficiency occurred, plus Premium Load, must be paid. There is no penalty for paying a premium during the grace period. Your policy will remain In Force during the grace period. If sufficient premium is not paid by the end of the grace period, a lapse will occur. Thirty-one days prior to lapse, we will send you and any assignee of record a notice containing the lapse date and the required premium to keep your policy In Force. If the Survivor dies during the grace period, the Death Benefit Proceeds will be reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

Reinstatement – If it has not been surrendered, this policy may be reinstated within five years after the end of the Grace Period. To reinstate this policy you must provide us with the following:

- A written application
- Evidence of Insurability
- Sufficient premium, after reduction by Premium Load, to cover all Monthly Deductions and policy loan interest due and unpaid during the Grace Period
- Sufficient premium, after reduction by Premium Load, to keep the policy In Force for three months after the date of reinstatement

The effective date of the policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement application. At reinstatement:

- The Net Accumulated Value will be the same as it was at the beginning of the Grace Period.
- Surrender Charges and policy charges other than Cost of Insurance Charges will resume on their schedule as of the Monthly Payment Date when lapse occurred.
- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Ages of the Insureds at reinstatement and policy duration measured from the original Policy Date.
- If there was a policy loan at time of lapse, you may choose to reinstate the policy loan. We recommend you consult your tax advisor before reinstating a policy loan.
- If reinstatement occurs on the first Monthly Payment Date after lapse and there was a loan before lapse, we will automatically reinstate the loan unless otherwise requested.
- If loan reinstatement is not requested, we will eliminate the loan by reducing the Accumulated Value by the Policy Debt.

After the reinstatement premium has been applied, regular policy processing will occur for the period of time when coverage was provided during the Grace Period. There will be no Monthly Deductions between the time of lapse and reinstatement.

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while the Policy is In Force, you may surrender this policy for its Net Cash Surrender Value. The policy will terminate on the date the Written Request is received.

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value less any Surrender Charge.

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. During the Level Period, the Surrender Charge is equal to the Initial Amount. After the Level Period, the Surrender Charge decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor until it becomes zero after the End Year. The Initial Amount, Level Period, Reduction Factor and End Year are shown in the Table of Surrender Charge Factors in the Policy Specifications.

If there are increases in Basic Coverage Face Amount, the Coverage Layer for each such increase will have its own set of Surrender Charges (see **Increase in Face Amount**). If there have been decreases in the Basic Coverage Face Amount, including decreases due to withdrawals, the Surrender Charge will not change as a result of the decrease. The Surrender Charge described is the guaranteed maximum charge. We may charge less than such guaranteed maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Net Cash Surrender Value – The Net Cash Surrender Value is the Cash Surrender Value less any Policy Debt.

Withdrawal – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. Such withdrawal will be deducted from the Accumulated

Value. We reserve the right to charge a fee not to exceed \$25 for each withdrawal. There is no Surrender Charge imposed for a withdrawal, even if the Total Face Amount is reduced as a result of the withdrawal. Withdrawals will be subject to the following conditions:

- The amount of each withdrawal must be at least \$200
- The Net Cash Surrender Value remaining after a withdrawal must be at least \$500
- If the withdrawal decreases the Face Amount, the remaining Face Amount must be at least \$1000

If Death Benefit Option A is in effect at the time of a withdrawal, and if a requested withdrawal would increase the Net Amount at Risk, we will decrease the Total Face Amount by the minimum amount necessary to prevent the Net Amount at Risk from increasing as a result of the withdrawal, except:

1. During the first 15 policy years, but only in the case of the first withdrawal of a given policy year, the Total Face Amount will be decreased only to the extent that the withdrawal exceeds the lesser of \$10,000 or 10% of the Net Cash Surrender Value, or
2. In any policy year, but only if both:
 - (a) the Death Benefit Qualification Test specified for your Policy is the Guideline Premium Test, and
 - (b) the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would, as a result of the current withdrawal, fail to remain greater than zero at all times prior to Age 100, we will decrease the Total Face Amount as follows:
 - i. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal do not exceed 15% of the Total Face Amount, we will limit the Total Face Amount decrease so that the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would remain greater than zero at all times prior to Age 100.
 - ii. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal exceed 15% of the Total Face Amount, we will decrease the Total Face Amount to the extent of such excess in addition to the Total Face Amount decrease calculated per i. above on the cumulative withdrawals of 15% of the Total Face Amount.
 - iii. For the purpose of the 15% test in i. and ii. above, the Total Face Amount will be the highest Total Face Amount in effect during the current policy year through the date of the withdrawal.

In any instance where both exceptions 1. and 2. above apply, we will decrease the Total Face Amount by the lesser of the two decrease amounts.

If such a reduction in Total Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract.

If Death Benefit Option B is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will reduce the Accumulated Value, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If Death Benefit Option C is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will increase the sum of the withdrawals, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If the Survivor dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal will be processed and paid to the owner before the Death Benefit Proceeds are determined and paid to the beneficiary.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less

than the income that would be provided by the immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for ages not shown are halfway between the two amounts for the nearest two ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with 5 Year age setback. We may require evidence of survival for incomes that last more than ten years.

POLICY LOANS

Policy Loans – You may obtain policy loans by Written Request after the Free Look Period, on the sole security of the Accumulated Value of this policy. We recommend you consult your tax advisor before requesting a policy loan.

Loan Amount Available – The amount of the loan must be at least \$200. The maximum amount available for a loan on any date is equal to the Accumulated Value less:

- Three times the most recent Monthly Deduction
- Any Surrender Charge
- Any existing Policy Debt

Loan Interest Charged – Loan Interest Charged will accrue daily at an annual rate no greater than 2.25% and is due at the end of each policy year. Interest not paid when due will be added to the loan principal and will bear interest at the same rate.

Loan Collateral Account – The Loan Collateral Account is the amount set aside to secure the Policy Debt (see Definitions section). When a policy loan is taken, an amount equal to the loan will be transferred from the Fixed Account and, if necessary, from the Indexed accounts, to the Loan Collateral Account to secure the loan. The value of the Loan Collateral Account on the Policy Date is the value of any Policy Debt on such date. The value of the Loan Collateral Account on any following day is equal to:

- The value of the Loan Collateral Account as of the prior day
- Plus interest earned on such amount since the prior day
- Plus any new policy loan since the prior day
- Minus any policy loan amount repaid since the prior day
- On the Policy Anniversary only, adjusted for any transfer to or from the Loan Collateral Account to make it equal to the Policy Debt

Loan interest credited will accrue daily at an annual rate no less than 2.0%. We may credit additional interest to the Loan Collateral Account. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings. On each policy anniversary, if the amount in the Loan Collateral Account exceeds the Policy Debt, the excess will be transferred from the Loan Collateral Account to the Fixed Account, and if the Policy Debt exceeds the amount in the Loan Collateral Account, the excess will be deducted from the Fixed Account, and if necessary from the Indexed accounts, and transferred to the Loan Collateral Account.

Loan Repayment – Loans may be repaid at any time prior to lapse of this policy. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request that it is a premium payment.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or in a later Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, subject to our receipt of it. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request.

Assignment – You may assign this policy by Written Request on a form acceptable to us. An assignment will take place only when recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of any assignment.

Beneficiary – The beneficiary is named by you in the application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Survivor. A beneficiary may not, at or after the Survivor's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

You may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate a permanent beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Survivor will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the death proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive to receive payment. In the event of a simultaneous death of the Survivor and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This policy is a contract between you and us. This policy, the attached copy of the initial application, including any application amendments and endorsements, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this policy or defend a claim on grounds of misrepresentation unless the statement is in an application.

Incontestability – We will not contest this policy unless there was a material misrepresentation in the Application. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid less any policy loans and any withdrawals taken. No Death Benefit will be paid. Unless you fail to pay required premiums, this policy cannot be contested, except as provided below, after it has been In Force for two years during the lifetime of at least one Insured.

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any policy loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. We will not contest the reinstated policy after it has been In Force for two years following such reinstatement during the lifetime of at least one Insured.

If there has been a change to the policy for which we required Evidence of Insurability, we will not contest such a change unless there was a material misrepresentation in the Application required for the change. If we determine that such Application contains a material misrepresentation, we will rescind the policy change and all policy charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value will be unaffected by the change. Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. We will not contest any such change after two years following the effective date of the change during the lifetime of at least one Insured.

Non-Participating – This policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Survivor dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any policy loans and withdrawals.

If the Survivor dies by suicide, while sane or insane, after two years from the Policy Date but within two years after the effective date of any increase in the Total Face Amount, the Death Benefit Proceeds will be limited by the following adjustments:

- 1) Any such increase in Total Face Amount will be excluded.
- 2) Refund of the portion of Monthly Deductions associated with any such increase will be included.
- 3) Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If either Insured's sex or birth date is misstated in the application and it is discovered on or after the death of the Survivor, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date of each Insured, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio, as of the death of the Survivor, of the incorrect Cost of Insurance Rate to the correct Cost of Insurance Rate. The adjusted Net Amount at Risk will result in an adjusted Death Benefit, since the Death Benefit depends on the Net Amount at Risk.

If either Insured's sex or birth date is misstated in the application and it is discovered before the death of the Survivor, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of each Insured in calculating future Monthly Deductions.

Evidence of Insurability – We reserve the right to require Evidence of Insurability for any policy change or any premium payment that would result in an increase in Net Amount at Risk.

Maturity – This policy does not mature, but will continue In Force so long as at least one Insured is alive and the policy has not been surrendered and lapse has not occurred.

After the Monthly Deduction End Date – Provided the Policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all policy provisions, with these exceptions and clarifications:

- Monthly Deductions will cease.
- Premiums will not be accepted.
- Loans will be allowed.
- Loan repayments will be permitted.
- Loan interest will continue to accrue.
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, and such rate will be at least equal to the Guaranteed Minimum Annual Interest Rate shown in the Policy Specifications.

Annual Report – A report will be mailed to your last known address no less frequently than annually. This report will show:

- The beginning and end dates of the reporting period
- The Accumulated Value at the beginning and end of the reporting period
- Amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type
- The Death Benefit at the end of the reporting period on each life covered by the policy
- The Net Cash Surrender Value at the end of the reporting period
- Any Policy Debt outstanding at the end of the reporting period
- Any other information required by law

Policy Illustrations – Upon request we will give you a hypothetical illustration of the future benefits under this policy based upon both guaranteed and current cost factor assumptions. Such illustrations reflect assumptions about the policy's non-guaranteed elements and about how you will use the policy's options. Over time the policy's actual non-guaranteed elements, and your actual use of the policy's options, are likely to vary from the assumptions used in such illustrations. For these reasons, actual policy values will likely be more or less favorable than shown in such illustrations. We reserve the right to charge a fee not to exceed \$25 for each illustration in excess of one per policy year.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. A detailed statement showing how such values are determined has been filed with the insurance department in states that require such filing. To calculate the minimum required nonforfeiture values, we use the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications for policy years after the first and mortality rates from the 2001 CSO mortality tables using age nearest birthday. The rates we use are the same for both smokers and nonsmokers and are sex-distinct unless this policy is issued on a unisex basis, in which case gender-blended rates are used (50% male, 50% female).

Tax Qualification as Life Insurance - This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The policy, including any rider, benefit or endorsement that does not specifically override this tax qualification provision, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. At no time shall the amount of Death Benefit under this policy ever be less than the minimum amount needed to ensure or maintain such tax qualification. If need be, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary to accomplish that purpose. In addition, the Accumulated Value will be reduced to reflect the increased Monthly

Deductions that result from such Death Benefit increase(s), starting on the date that each increase is effective. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not published any final guidance on the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences.**

We will not accept a premium payment that would cause the policy to fail to qualify as a life insurance contract for federal tax purposes. If at any time the premiums paid under this policy exceed the amount allowable for such tax qualification, this excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustments in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including such interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the minimum amount necessary to ensure or maintain such tax qualification. In addition, the Accumulated Value will be reduced to reflect any increased Monthly Deductions that result from such Death Benefit increase, starting on the date that the increase is effective.

If you request a decrease in policy or rider benefits, it may cause a reduction in any applicable tax limits on premiums or cash values for the policy to maintain such tax qualification. Such a reduction in these limits may require us to make a distribution from the policy equal to the greatest amount by which the premiums paid or cash values for the policy exceed any such reduced limits, as determined under federal tax law, in order to maintain the policy's tax qualification. If such a distribution is made, the distribution will be paid to you and the Accumulated Value will be reduced by the amount of the distribution. However, no request for a decrease in policy or rider benefits will be allowed to the extent that we determine that the resulting reduction in such tax limits would require us to distribute more than the Net Cash Surrender Value for the policy.

Modified Endowment Contract Tax Status – Unless and until you have given us a Written Request to accept a Modified Endowment Contract (“MEC”) classification for your policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy. Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a MEC and fails to qualify for certain favorable tax treatment as a result. This policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this policy from being subject to such MEC treatment, despite any other provision to the contrary. At no time shall the amount of Death Benefit under this policy ever be less than the minimum amount needed to avoid such MEC treatment.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown on Page 3.0, is used solely to determine the policy's premium limits to avoid MEC treatment. Payment of one or more 7-Pay Premium amounts does not guarantee that the policy will never lapse, and additional premiums may be necessary to prevent the policy from lapsing in the future.

If at any time the amounts paid under the policy exceed the limit for avoiding such MEC treatment, this excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustment in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including any interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary (e.g., to the end of any MEC 7-year test period) so that at no time is the Death Benefit ever less than the minimum amount necessary to avoid Modified Endowment Contract classification. In addition, the Accumulated Value will be reduced

to reflect any increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract include, but are not limited to, an elective reduction in the Total Face Amount, a Death Benefit Option change that would cause a reduction in the Total Face Amount, and a withdrawal that would cause a reduction in the Total Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original Total Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

Compliance – We reserve the right to make any change to the provisions of this policy from time to time to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this policy is delivered. You have the right to refuse any such change where allowed by state law.

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PACIFIC LIFE

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LAST SURVIVOR INDEXED UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable When Both Insureds Have Died**
(There Is No Death Benefit On The First Death Of The Two Insureds)
- **Net Cash Surrender Value Payable Upon Surrender**
- **Optional Indexed Feature**
- **Adjustable Face Amount**
- **Flexible Premiums**
- **Non-Participating**

SERFF Tracking Number: PALD-126238822 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43085
 Company Tracking Number: P09IEM
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
 Adjustable Life
 Product Name: P09IEM
 Project Name/Number: P09IEM/P09IEP

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
Readability Certification.pdf		
AR Reg 19 Cert of Compliance.pdf		
AR Signed Reg 34.pdf		
AR Cert. of Compliance EI-Compliance.pdf		
AR Cert. of Compliance EI-Disc & Advert.pdf		
Signed 11-83.pdf		
ST81.pdf		
AR1.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment:		
A09IUW.pdf		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: N/A - Life Insurance, not Health		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Sample Illustration and IA Certification		
Comments:		

SERFF Tracking Number: PALD-126238822 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43085
Company Tracking Number: P09IEM
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.103 External Indexed - Joint (Last Survivor)
Adjustable Life
Product Name: P09IEM
Project Name/Number: P09IEM/P09IEP

Attachments:

Sample Illustration.pdf
IA Certification.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Sample Annual Report

Comments:

Attachment:

Sample Annual Report.pdf

READABILITY CERTIFICATION

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

Policy Form Number(s): P09IEM

Form Name(s): Last Survivor Indexed Universal Life Insurance

Flesch Score(s): 50.1

(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

July 22, 2009



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09IEM

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 July 30, 2009



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

Contact Person:

Jill Klinger Dease
Compliance Analyst, Product Compliance, 800-800-7681, extension 7081

(Arkansas)

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive • Aliso Viejo • CA • 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09IEM

I hereby certify that to the best of my knowledge and belief, the above forms and their submission comply with Regulation 34, as well as the other laws and regulations of the State of Arkansas.

Signed for the Company at Newport Beach, California on July 23, 2009



SIGNATURE

Jim Chu, FSA, MAAA
NAME

Asst. Vice President
TITLE

Contact Person:

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

(Arkansas)

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09IEM

I hereby certify that the External Indexed Contract Guidelines have been reviewed, and to the best of my knowledge and belief, the above forms and their submission comply with the requirements of the Guidelines, as well as the other laws and regulations of the State of Arkansas

Signed for the Company at Newport Beach, California on July 30, 2009



SIGNATURE

Thomas S. Beadleston

NAME

Vice President

TITLE

Contact Person:

Jill Dease
Compliance Analyst, Product Compliance, 800-800-6416, extension 3618

(Arkansas)

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive, Aliso Viejo, CA 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09IEM

As required by the "DISCLOSURE AND ADVERTISING" section of the External Indexed Contract Guidelines, I certify that:

- *"The contract summary disclosure provides the following:*
 - *a simplified explanation of the key elements of the contract;*
 - *appropriate examples showing the method of calculating the index credit (any examples that use values other than guaranteed values must be identified as hypothetical values that do not attempt to predict actual future values);*
 - *prominent display of any surrender charges;*
 - *prominent display of any limitation, restriction , penalty or charge for transfers during a term;*
 - *a statement emphasizing the insurance nature of the contract and that the contract is not a variable contract or other type of investment contract."*
- *"The contract summary disclosure has been reviewed to assure that it is in no way deceptive, confusing, or misleading and contains at least the items detailed above."*

Signed for the Company at Aliso Viejo, California on

July 30, 2009



SIGNATURE

Daniel Crain

NAME

Manager, Product Compliance, Life Division

TITLE

Contact Person:

Jill Dease
Senior Analyst, Product Compliance, 800-800-7681, extension 7081

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive · Aliso Viejo · California · 92656

STATE OF ARKANSAS

**CONSENT TO SUBMIT RATES AND/OR
COST BASES FOR APPROVAL**

The Pacific Life Insurance Company ("Company") of Aliso Viejo, CA does hereby consent and agree
(Company Name) City and (State)

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to policy form number P09IEM must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

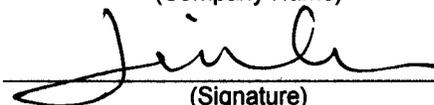
or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Signed for:

Pacific Life Insurance Company

(Company Name)



(Signature)

Jim Chu, FSA, MAAA

(Name)

Asst. Vice President

(Title or Position)

IMPORTANT NOTICE

In the event you need to contact someone about this policy for any reason, please contact the Producer/Representative who delivered the policy to you.

PRODUCER/REPRESENTATIVE'S NAME: _____

PRODUCER/REPRESENTATIVE'S ADDRESS: _____

PRODUCER/REPRESENTATIVE'S TELEPHONE NUMBER: _____

If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

PACIFIC LIFE CUSTOMER SERVICE
45 ENTERPRISE DRIVE
ALISO VIEJO, CA 92656
(800) 800-7681

If you have been unable to contact or obtain satisfaction from the company or the Producer/Representative who delivered the policy to you, you may contact the Arkansas Bureau of Insurance at:

ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 W. THIRD STREET
LITTLE ROCK, AR 72201-1904
(501) 371-2640
(800) 852-5494

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

Residents of this state who purchase life insurance, annuities or health & accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health 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 Health 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 Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
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 Health 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 contract holders, 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 nonaffiliated 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 \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 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

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



PACIFIC LIFE

APPLICATION FOR LIFE INSURANCE, A09IUW

PRODUCER INSTRUCTIONS

STATE AVAILABILITY	Alaska Alabama Arkansas Colorado Delaware	Georgia Hawaii Iowa Idaho Indiana	Kansas Kentucky Michigan Mississippi Montana	Nebraska New Mexico Ohio Oregon Rhode Island	South Carolina Tennessee Texas Utah West Virginia	Wyoming
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SPECIAL STATE REQUIREMENTS	<p>Arkansas – A <i>Contract Summary Disclosure Notice- AR</i> (15-29010) is required to be left with the applicant for Indexed Universal Life products when the application is taken.</p> <p>New York Resident – A <i>New York Verification</i> form (15-16581) is required if a Pacific Life application is solicited outside of New York on the life of a New York resident and/or the applicant/policyowner is a New York resident.</p>
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SUBMISSION FORMS	REQUIRED FORMS	ADDITIONAL FORMS THAT MAY BE NECESSARY	
	<ul style="list-style-type: none"> Application for Life Insurance Complete Illustration 	<ul style="list-style-type: none"> New Business Submission Transmittal Temporary Insurance Agreement HIV Form(s) Premium Financing Disclosure Statement Replacement Form(s) 1035 Exchange Absolute Assignment 	<ul style="list-style-type: none"> Internal Replacement Request Aviation Questionnaire Avocation Questionnaire Travel Questionnaire Accelerated Living Benefit Disclosure Statement Authorization for Electronic Funds Transfer (EFT)

Based on case design, additional forms may be required.



To obtain forms, use one of the following methods:

- Log in to the producer Web site Lifeline.PacificLife.com and refer to:
 - eApplication Wizard using the Application & Software section to complete a full customized submission package;
 - State Applications using the Quick Links section to complete a full general submission package;
- E-mail marketing.orders@PacificLife.com; or
- Call Marketing at (800) 800-7681 ext. 3920.

APPLICATION PAGES TO SUBMIT	Required Application Pages		Additional Pages to Submit		Optional Pages
			Indexed Universal Life	Variable Universal Life	
If any pages are not submitted, use check boxes on page 20.	<ul style="list-style-type: none"> 1-11 20-21 	<ul style="list-style-type: none"> Authorization to Obtain Information Producer Report 	12-13	14-17	<ul style="list-style-type: none"> Page 18: Submit when applying for an additional policy Page 19: Submit when applying for an alternate policy

SIGNATURE REQUIREMENTS	PARTY	WHEN SIGNATURE IS REQUIRED
	<p>Applicant * Person(s) or entity(ies) who initiates and applies for the life policy</p> <p>Proposed Insured Person covered by the policy</p> <p>Proposed Additional Insured Additional person covered by the policy</p> <p>Policyowner/Additional Policyowner * Person(s) or entity(ies) who owns the policy and has contractual rights of the insurance policy</p> <p>Producer Person(s) who solicits the application to the applicant</p>	<p>Always required.</p> <ul style="list-style-type: none"> Always required on the Authorization to Obtain Information form. Required on the Signature Page on page 21 if other than the Applicant. If the Proposed Insured is under age 16, a parent/guardian must sign for the Proposed Insured. <p>Required if submitting an application for a Second-to-Die life insurance policy or additional term rider.</p> <p>Required if other than the Applicant or Proposed Insured.</p> <p>Always required.</p>

* If a Corporation, the signature and title of an authorized officer is required, and the full name of the Corporation must be shown. If a Trust, all required Trustees must sign according to the trust agreement.

UNDERWRITING REQUIREMENTS	Order all applicable underwriting requirements. See the <i>Medical Underwriting Requirements Chart</i> (15-27057) on Lifeline.PacificLife.com for details.
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APPLICATION FOR LIFE INSURANCE, A09IUW

PRODUCER INSTRUCTIONS (Continued)

TEMPORARY INSURANCE AGREEMENT (TIA)	Qualifications	To qualify for temporary life insurance, the Proposed Insured(s) must be: <ul style="list-style-type: none"> ▪ able to answer "No" to all of the questions on the Temporary Insurance Agreement ▪ over 15 days of age or under age 70
	Limits	The TIA is limited to \$1,000,000 for individual products and \$1,500,000 for Second-to-Die products.
	Initial Premium	The minimum initial premium that can be submitted with the completed application and the TIA is either: <ul style="list-style-type: none"> ▪ 10% of the annual premium, or ▪ Greater of: <ul style="list-style-type: none"> ➢ one modal premium, or ➢ three times the monthly initial minimum premium illustrated
	Submitting	<ul style="list-style-type: none"> ▪ it is preferred that the check for the TIA, application, and TIA form all have the same date ▪ if the producer is unable to obtain a check at the time the application is completed, the check may be dated up to 3 days later than the TIA and application ▪ the check, TIA, and application must be sent to Pacific Life at the same time
REPLACEMENTS	The Replacement Notice and any other state-required replacement forms must be signed and dated on, or prior to, the application date. If paperwork submitted does not meet state requirements, the application package may be returned.	
		Requirements
	1998 NAIC Replacement Model Regulation States	<ul style="list-style-type: none"> ▪ For states that have adopted the 1998 NAIC Replacement Model Regulation, the <i>Replacement Notice</i> (15-22390) must be submitted along with the application if any coverage is in force, even if a replacement is not involved. <ul style="list-style-type: none"> ➢ If any policy will be replaced, also submit the <i>Sales Material Checklist</i> (15-22363) along with the application. ▪ As of 10/01/2008, the following states have approved this application, and have adopted the Regulation: Alabama, Alaska, Colorado, Hawaii, Iowa, Kentucky, Montana, Mississippi, Nebraska, New Mexico, Ohio, Oregon, Rhode Island, Texas, Utah and West Virginia (not inclusive). ▪ For a list of all the states that have adopted the 1998 NAIC Replacement Model Regulation, refer to the New Business & Underwriting/Compliance section of Lifeline.PacificLife.com.
	External Replacements for states that have not adopted the 1998 NAIC Replacement Model Regulation	<ul style="list-style-type: none"> ▪ Submit the applicable state-required replacement form(s)
	Internal Replacements	<ul style="list-style-type: none"> ▪ Submit any applicable state-required forms, ▪ Pacific Life's <i>Internal Replacement Request</i> (15-20839) form, and ▪ Signed and dated new business and in force illustrations.
	1035 Exchange	Submit the <i>1035 Exchange Absolute Assignment</i> (15-28979) form.
	Qualified Plan Transfer of Assets	Submit the <i>Transfer of Qualified Plan Assets Request</i> (15-17637) form.
	To obtain the most current state replacement forms, refer to State Applications using Quick Links on Lifeline.PacificLife.com.	
SALES ILLUSTRATION	The complete illustration, including the Producer/Home Office Administration Worksheet and Input page(s) representing how the policy is being applied for, must be submitted with the application. The illustration information must match the application. If not, the application may be amended or endorsed.	
	Non-Variable Life Insurance - The Illustration Acknowledgment section of the application must be completed. If selecting option "A" in the acknowledgment section, the illustration must be signed and dated by the Applicant and Soliciting Producer on or prior to the application date. In addition, the run date must be prior to or the same date as when the illustration is signed.	
IMPORTANT REMINDERS	<ul style="list-style-type: none"> ▪ A producer must be licensed, appointed, and contracted with Pacific Life in each state in which the policy will be solicited, applied for, and delivered. ▪ Use appropriate forms of premium payment. For additional information, see <i>Acceptable Forms of Payment</i> (15-24004). ▪ Detach and/or give a copy of the <i>Disclosure Notice</i> to the proposed insured(s). ▪ Verify that all parties have signed the application in all the appropriate places and all signatures are original. Signature stamps are not acceptable. ▪ Never initial or sign for anyone else other than yourself or have blank forms signed. ▪ Do not add additional information to the application after it is signed, unless it is initialed by the appropriate party(ies). ▪ Do not use "white out" to make changes. Any corrections made need to be initialed by the appropriate party(ies) to avoid amendments/endorsements. 	
SUBMITTING YOUR BUSINESS	<ul style="list-style-type: none"> ▪ Submit the completed application and supplemental forms to Pacific Life through your established distribution channel. ▪ Pacific Life will accept fax copies of individual life new business submission, placement, and delivery paperwork. <ul style="list-style-type: none"> ➢ Originals may be required if the fax image is unreadable. ➢ The acceptance of fax copies excludes replacement and 1035 Exchange paperwork, and checks. ▪ If you have any questions, please contact your Pacific Life representative. 	

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

APPLICATION FOR LIFE INSURANCE

CLIENT INFORMATION

PROPOSED INSURED Complete for all Life Insurance Policies.	1A. Name: First MI Last		B. Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		
	C. Residence Address: Street City		State Zip Code		
	D. Date of Birth (mm/dd/yyyy)	E. Place of Birth (State/Country)		F. Soc. Sec. #	
	G. Driver's License # & State	H. Telephone # (include area code)	I. Occupation		
	J. Proposed Insured is a: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Permanent Resident <input type="checkbox"/> Foreign National If Foreign National, provide Country _____ and Visa Type _____				
Employee's work address should be the location where Proposed Insured physically works.	2A. Employer's Name			B. How Long yr mo	
	C. Employee's Work Address: Street City		State Zip Code D. Type of Business		
PROPOSED ADDITIONAL INSURED Complete for either: <ul style="list-style-type: none"> • Second-to-Die Life Insurance Policy • Term Rider on Additional Insured (e.g., Spouse) for an Individual Life Insurance Policy Employee's work address should be the location where Proposed Additional Insured physically works.	3A. Name: First MI Last		B. Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		
	C. Residence Address: Street City		State Zip Code		
	D. Date of Birth (mm/dd/yyyy)	E. Place of Birth (State/Country)		F. Soc. Sec. #	G. Relationship to Insured
	H. Driver's License # & State	I. Telephone # (include area code)	J. Occupation		
	K. Proposed Additional Insured is a: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Permanent Resident <input type="checkbox"/> Foreign National If Foreign National, provide Country _____ and Visa Type _____				
Employee's work address should be the location where Proposed Additional Insured physically works.	4A. Employer's Name			B. How Long yr mo	
	C. Employee's Work Address: Street City		State Zip Code D. Type of Business		

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS



CLIENT INFORMATION (Continued)**PRIMARY BENEFICIARY(IES)**

Total of percentages must equal 100%.

If percentage shares are left blank, the shares will be divided equally.

13A. Name			B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
14A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)
C. Additional Trustee's Name			
15A. Name			B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
16A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)
C. Additional Trustee's Name			
17A. Name			B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
18A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)
C. Additional Trustee's Name			
19A. Name			B. % Share
C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
20A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)
C. Additional Trustee's Name			

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

CLIENT INFORMATION (Continued)

<p>PRIMARY CONTINGENT BENEFICIARY(IES) (Optional)</p> <p>Total of percentages must equal 100%.</p> <p>If percentage shares are left blank, the shares will be divided equally.</p>	21A. Name			B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
	22A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)
	C. Additional Trustee's Name			
	23A. Name			B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
24A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)	
C. Additional Trustee's Name				

<p>TERM RIDER ON ADDITIONAL INSURED BENEFICIARY(IES)</p> <p>Complete if Term Rider on Additional Insured or Second- to-Die Life Insurance Policy's beneficiary is different than the primary beneficiary.</p> <p>Total of percentages must equal 100%.</p> <p>If percentage shares are left blank, the shares will be divided equally.</p>	25A. Name			B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
	26A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)
	C. Additional Trustee's Name			
	27A. Additional Name (if applicable)			B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
28A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)	
C. Additional Trustee's Name				

<p>TERM RIDER ON PRIMARY INSURED BENEFICIARY(IES)</p> <p>Complete if Second- to-Die Life Insurance Policy's beneficiary is different than the primary beneficiary.</p> <p>Total of percentages must equal 100%.</p> <p>If percentage shares are left blank, the shares will be divided equally.</p>	29A. Name			B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
	30A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)
	C. Additional Trustee's Name			
	31A. Additional Name (if applicable)			B. % Share
	C. Relationship to Insured(s)	D. Soc. Sec. # / Tax ID #	E. Date of Birth (mm/dd/yyyy)	
32A. Trustee's Name			B. Date of Trust (mm/dd/yyyy)	
C. Additional Trustee's Name				

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

EXISTING / PENDING INSURANCE INFORMATION

IN FORCE, PENDING, AND REPLACEMENT INFORMATION

1. Is there any existing or pending life insurance or annuities on any Proposed Insured(s)?
 - Yes (Complete any applicable state replacement notice and submit with the application. See IMPORTANT note.)
 - No
2. Will the policy applied for replace, cause a change in, or involve a cash withdrawal or loan from or lapse of any life insurance policy or annuity contract on any Proposed Insured's life?
 - Yes (**Complete the applicable state replacement forms and submit with the application. If any are to be processed as a 1035 Exchange or Qualified Transfer of Assets, indicate such in questions 3 and 5 below.**)
 - No

IMPORTANT

Certain states require replacement forms for any in-force policies even if a replacement is not intended. Refer to Producer Instructions for a list of states.

Add additional policies under Remarks Section.

3. Complete the chart below for all **existing** life insurance or annuities:

Proposed Insured	Policy/Contract #	Company	Face Amount	Issue Year	CHECK ALL APPLICABLE BOXES								
					Replace	1035 or Transfer Asset	Life	Ann	Ind	Grp	Bus	Pers	
<input type="checkbox"/> Primary <input type="checkbox"/> Additional					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Primary <input type="checkbox"/> Additional					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Primary <input type="checkbox"/> Additional					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Primary <input type="checkbox"/> Additional					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Complete the chart below if you have any applications currently **pending** or if you **plan to apply** for any new life insurance or annuity contracts:

Proposed Insured	Policy/Contract #	Company	Face Amount	Reason Policy Applied For
<input type="checkbox"/> Primary <input type="checkbox"/> Additional				
<input type="checkbox"/> Primary <input type="checkbox"/> Additional				
<input type="checkbox"/> Primary <input type="checkbox"/> Additional				

1035 EXCHANGES OR QUALIFIED TRANSFER OF ASSETS

5. Complete the following chart if 1035 Exchange or a Qualified Transfer of Assets is checked above. Submit the applicable 1035 Absolute Assignment form or the Transfer of Qualified Plan Assets form:

Policy/Contract #	Loan Carryover		Modified Endowment Contract		
	Yes	No	Yes	No	Unknown
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MODIFIED ENDOWMENT CONTRACT (MEC) DISCLOSURE

Under federal tax rules, if a policy is received in exchange for an old policy that had become a MEC, the new policy will also be a MEC. This rule applies whether or not the two policies are issued by the same insurance company. A MEC Acceptance Form must be signed and submitted with the application, or must be signed upon policy delivery.

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

PERSONAL INFORMATION

FINANCIAL INFORMATION		Proposed Insured	Additional Insured
	1. Annual earned income from occupation (After deduction of business expenses)	\$	\$
	2. Annual unearned income (State source in Remarks below)	\$	\$
	3. Net worth: <input type="checkbox"/> Individual <input type="checkbox"/> Joint	\$	\$
	4A. Is the Proposed Insured married? B. If married and applying for individual life insurance, list amount of life insurance in force on the spouse \$ (for business or survivor insurance write N/A)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

GENERAL INFORMATION Complete each question for the Proposed Insured and Proposed Additional Insured. Explain all "Yes" answers in Remarks Section unless instructed otherwise.		Proposed Insured	Additional Insured
	5. Within the next 2 years do you plan to fly, or within the last 2 years have you flown, as a pilot, student pilot, or crewmember? (If yes, complete the Aviation Questionnaire)	YES NO	YES NO
	6. Within the next 2 years do you plan to participate in, or within the last 2 years have you participated in, parachute jumping, scuba diving, auto/motorboat/motorcycle racing, hang gliding, or mountain climbing? (If yes, complete the Avocation Questionnaire)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	7. Do you plan or expect to travel or reside outside the USA? (If yes, complete the Travel Questionnaire)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	8. Have you applied for any other life insurance within the last 3 months?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	9. Have you ever had life insurance declined, rated, modified, cancelled, or not renewed?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	10. Have you been convicted of a felony within the past 5 years?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	11. Have you had a driver's license restricted or revoked or been convicted of 3 or more moving violations within the past 5 years?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	12. Within the last 5 years, have you used or smoked in any quantity tobacco and/or any other product containing nicotine? (If yes, check all that apply and indicate date when product was last used)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

TOBACCO USE INFORMATION Complete if Proposed Insured and/or Proposed Additional Insured is age 20 and above.	PROPOSED INSURED'S INFORMATION		PROPOSED ADDITIONAL INSURED'S INFORMATION	
	Type of Product (check all that apply)	Date last used (mm/yyyy)	Type of Product (check all that apply)	Date last used (mm/yyyy)
	<input type="checkbox"/> Cigarettes		<input type="checkbox"/> Cigarettes	
	<input type="checkbox"/> Cigars		<input type="checkbox"/> Cigars	
	<input type="checkbox"/> Pipe		<input type="checkbox"/> Pipe	
	<input type="checkbox"/> Chewing		<input type="checkbox"/> Chewing	
	<input type="checkbox"/> Patch		<input type="checkbox"/> Patch	
	<input type="checkbox"/> Gum		<input type="checkbox"/> Gum	
	<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____	

MEDICAL CERTIFICATION

MEDICAL CERTIFICATION Complete when submitting a medical examination from another insurance company. Another insurance company's exam may be accepted if the proposed/additional insured was examined within the past six months.	1. The attached examination is on the life of (Use check boxes):		
	Proposed Insured	Additional Insured	Name of Insurance Company
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	2. To the best of your knowledge and belief, are the statements in the examination true as of today? (If no, explain in Remarks)		
	Proposed Insured	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Additional Insured	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Has the person who was examined consulted a doctor or other medical practitioner, or received medical or surgical advice since the date of the examination? (If yes, explain in Remarks)			
Proposed Insured	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Additional Insured	<input type="checkbox"/> Yes <input type="checkbox"/> No		

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

PREMIUM AND BILLING INFORMATION

AMOUNT PAID WITH THIS APPLICATION

The application, TIA, and check should all have the same date.

- 1A. Is an initial premium submitted with this application?
 No Yes (Do not submit money unless the Temporary Insurance Agreement (TIA) is completed)
- B. If yes, show amount of initial premium. Amount \$ _____
 If yes, by signing in the signature section, I understand, accept, and agree to the terms of the TIA.

PREMIUM FINANCING

All questions must be answered.

2. Premium financing, or borrowing life insurance premiums from a lender or other third party, can be a legitimate method of obtaining life insurance premiums. However, not all premium financing arrangements may be appropriate and otherwise in compliance with the applicable laws and regulations. In fact, Pacific Life does not allow its products to be used in certain premium financing arrangements and will decline applications for life insurance made in connection with a premium financing arrangement that is not approved for use with Pacific Life products.
- A. Have you entered into, or have you made plans to enter into, an agreement to borrow current or future premiums, or both, in connection with this Application for Life Insurance?
 Yes (Sign the applicable Premium Financing Disclosure Statement and submit with the application)
 Indicate name of the financing agreement _____
 Indicate name of the lender _____
 No
- B. Have you made plans to transfer the policy to a third party as repayment of any premium financing debt?
 Yes (Give details in the Remarks section) No

PREMIUM BILLING METHODS

If adding to an existing List Bill, question #4 is not applicable.

3. Billing Method (Check one):
 A. Direct
 B. Monthly Bank Draft (Complete Authorization for Electronic Funds Transfer (EFT) form)
 C. Single Premium
 D. List Bill – I/We agree that the premium for this policy shall be included in an itemized list provided to the payor and shall constitute notice of premium due, and I/we understand that I/we will not receive any premium notices or other notices regarding premiums (Check one)
 New List Bill Add to Existing List Bill #: _____
4. Frequency of Payment for **Direct** and **List Bill**: (Check one)
 A. Annually C. Quarterly
 B. Semi-Annually D. Monthly (Available with List Bill only)

PAYOR OF PREMIUMS

Individual or entity paying premium.

5. Payor of premium is: (Check one) Proposed Insured Proposed Additional Insured Primary Policyowner
 Employer Other
6. Complete information below for above party(ies), if different from (or not included) in Client Information section.
- | | |
|----------------------------|-------------------------------|
| A. Name | B. Relationship to Insured(s) |
| C. Care of (if applicable) | |
| D. Address: Street | City State Zip Code |

ADDITIONAL PREMIUM NOTICES

(Optional)
 Not available for list bill. In addition to the Payor above, the individual or entity entered in this section will receive a premium notice.

7. Send Premium Notices to: Proposed Insured Proposed Additional Insured Primary Policyowner
 All Policyowners Other
8. Complete information below for above party(ies), if different from (or not included) in Client Information section.
- | | |
|----------------------------|-------------------------------|
| A. Name | B. Relationship to Insured(s) |
| C. Care of (if applicable) | |
| D. Address: Street | City State Zip Code |

NOTIFICATION INFORMATION**ADDITIONAL NOTIFICATIONS**
(Optional)

Complete if additional notifications should be sent to another party.

1. Notifications are sent to the primary policyowner and include, but are not limited to, Policy Annual Statements, Last Premium Offers/Lapse Notices, and Confirmation Statements. Indicate where additional notifications should be sent:
 Proposed Insured Proposed Additional Insured Payor Other

2. Complete information below for above party(ies), if different from (or not included) in Client Information section.

A. Name	B. Relationship to Insured(s)		
C. Care of (if applicable)			
D. Address: Street	City	State	Zip Code

NOTIFICATIONS FOR EMPLOYER SPONSORED POLICY
(Optional)

Complete if notifications should be sent to a party other than the policyowner.

3. Notifications include, but are not limited to, Policy Annual Statements, Last Premium Offers/Lapse Notices, and Confirmation Statements.

4. Indicate where notifications should be sent: Employer Other

5. Complete information below for above party, if different from the policyowner's information.

A. Name			
B. Care of (if applicable)			
C. Address: Street	City	State	Zip Code

ELECT TO RECEIVE DOCUMENTS IN ELECTRONIC FORMAT
(Optional)

6. As the policyowner, by checking YES, I authorize Pacific Life to provide my proxy, prospectuses, fund updates and any other documentation in electronic format when available. YES

E-mail Address: _____ (please print legibly)

By consenting to receive my proxy, prospectuses, fund updates and any other documentation in electronic format, I agree that:

- This election will be effective for all life insurance policies I currently own and for life insurance policies I acquire in the future **(may exclude split dollar policies on a list bill)**
- Pacific Life will provide my prospectuses and other documents related to my policy electronically instead of sending paper copies of these documents by US mail
- I have the means to view such documents
- I understand that the initial electronic media type for prospectuses will be CD-ROM with future delivery method being an e-mail notification of documents that are viewable online
- **Not all Policy documentation and notification may be currently available in electronic format. Any documents added to electronic delivery in the future will also be automatically included in this authorization**
- **I must have internet access (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 documents at no cost by calling (800) 347-7787
- This authorization will remain in effect until such time as I may decide to revoke this authorization
- I may revoke this authorization at any time by calling (800) 347-7787

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

LIFE INSURANCE COVERAGE INFORMATION

PRODUCT/PREMIUM	1. Product Name _____	2. Planned Annual Premium \$ _____	
FACE AMOUNT/ DEATH BENEFIT Select the appropriate basic and rider/other coverage face amount(s) as shown on the Illustration. Not all rider/other coverages are available on all products.	3. Basic Coverage Amount \$ _____	Annual Renewable Term \$ _____ Check one term type: <input type="checkbox"/> Level <input type="checkbox"/> Varying Annual Renewable Term (VART) <input type="checkbox"/> Group Term Carve Out (GTCO) Annual Renewable Term Rider–Last Survivor \$ _____ Check one term type: <input type="checkbox"/> Level <input type="checkbox"/> Varying Annual Renewable Term (VART) ECV Coverage \$ _____ Surrender Value Enhancement Rider \$ _____ Surrender Value Enhancement Rider–Last Survivor \$ _____ Surrender Value Enhancement Trust/Executive Rider \$ _____ Other _____ \$ _____ Total of Rider/Other Coverage Above \$ _____	Total Initial Coverage \$ _____
	+		=
DEATH BENEFIT OPTION Not available on all products.	4. Check one: <input type="checkbox"/> Option A (Level)	<input type="checkbox"/> Option B (Increasing)	<input type="checkbox"/> Option C (Face amount plus premiums less distributions)
LIFE INSURANCE QUALIFICATION TEST Both tests not available on all products.	5. Check one: (Qualification test cannot be changed after the policy is in force) A. <input type="checkbox"/> Guideline Premium Test (GPT) B. <input type="checkbox"/> Cash Value Accumulation Test (CVAT)		
GUARANTEED COST OF INSURANCE (COI) PERIOD Not all years available on all products.	6. Indicate number of years: <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 15 <input type="checkbox"/> Other _____		
OPTIONAL BENEFITS Select the appropriate riders as indicated on the Illustration and indicate face amount(s) where applicable. Not available on all products.	7. Select the appropriate riders as indicated on the Illustration and indicate face amount(s) where applicable.		
	A. <input type="checkbox"/> Accelerated Living Benefit Rider (Complete disclosure form) B. <input type="checkbox"/> Accidental Death Rider \$ _____ C. <input type="checkbox"/> Annual Renewable Term Rider Individual (Proposed Insured) \$ _____ <input type="checkbox"/> Varying D. <input type="checkbox"/> Annual Renewable Term Rider Individual (Additional Insured) \$ _____ <input type="checkbox"/> Varying E. <input type="checkbox"/> Annual Renewable Term Rider Additional Insured \$ _____ F. <input type="checkbox"/> Children's Term Rider \$ _____ (Complete Non-Medical form) G. <input type="checkbox"/> Disability Benefit Rider \$ _____ H. <input type="checkbox"/> Flexible Duration No Lapse Guarantee Rider I. <input type="checkbox"/> Guaranteed Insurability Rider \$ _____	J. <input type="checkbox"/> Guaranteed Minimum Distribution Rider K. <input type="checkbox"/> IRC § 412(e)(3) Life Insurance Rider L. <input type="checkbox"/> Maturity Extension Rider M. <input type="checkbox"/> Minimum Earnings Benefit Rider _____ years (Indicate a Maturity Period) N. <input type="checkbox"/> No Lapse Guarantee Rider O. <input type="checkbox"/> Owner Waiver of Charges (Complete Non-Medical form) P. <input type="checkbox"/> Payor Waiver of Charges (Complete Non-Medical form) Q. <input type="checkbox"/> Premium Waiver R. <input type="checkbox"/> Waiver of Charges (On Insured) S. <input type="checkbox"/> Other _____ T. <input type="checkbox"/> Other _____ U. <input type="checkbox"/> Other _____	
NON-FORFEITURE/ PREMIUM CESSATION OPTIONS (If applicable)	8. <input type="checkbox"/> Automatic Premium Loan <input type="checkbox"/> Extended Insurance <input type="checkbox"/> Reduced Paid-Up		
SPECIAL POLICY DATING Backdating is subject to Pacific Life and state guidelines.	9. A current policy date will be used unless you select one of the following. <input type="checkbox"/> Date to Save Age <input type="checkbox"/> Specific Date _____ (Indicate a date, excluding 29 th , 30 th , and 31 st) (mm/dd/yyyy) By signing in the signature section, I understand that insurance charges and expenses begin on the policy date.		
MODIFIED ENDOWMENT CONTRACT (MEC) ACCEPTANCE (If applicable)	10. I understand that the policy as applied for is expected to become a Modified Endowment Contract (MEC) prior to its first policy anniversary. <input type="checkbox"/> Yes (I have signed and submitted, or will sign upon policy delivery, a MEC Acceptance Form)		

ILLUSTRATION INFORMATION

**ILLUSTRATION
ACKNOWLEDGMENT**

IMPORTANT

Must complete when applying for a **non-variable** product.

If box **A** is checked, a signed illustration **must** be submitted with the application.

1. An illustration is defined as a presentation or depiction that includes non-guaranteed elements of a policy over a period of years. This includes supplemental illustrations and/or sales material, which can be classified as a supplemental illustration. As applicant, I acknowledge that: (Check one)

- A. An illustration that matches this application was presented, signed, and is being submitted with this application.
- B. An illustration was not presented to me. (Not applicable in Michigan)
- C. An illustration was presented to me; however, the policy applied for is different than as illustrated.
- D. An illustration was displayed to me on a computer screen. The displayed illustration matches the policy applied for; however, no printed copy of the illustration was given to me. The illustration on the screen included personal and policy information as listed in this application.

If B, C, or D is checked, I acknowledge, as applicant, that I did not receive and sign an illustration that matches this application for the reason indicated above. I also understand that an illustration matching the policy as issued will be provided for my signature no later than at the time the policy is delivered.

**ILLUSTRATION
DISCLOSURE**

This section applies when applying for a **Variable** product

I, the applicant, understand that I have applied for and/or purchased a variable universal life insurance policy from Pacific Life. I understand the following about variable universal life insurance and variable universal life insurance illustrations:

- Policy illustrations demonstrate the workings of a policy over time. Policy illustrations are presentations of non-guaranteed policy values over a period of years, based on assumptions of future investment results and assumptions as to what policy charges and credits will then be in effect. The hypothetical investment rates used in illustrations are illustrative only and should not be deemed to represent past or future investment results.
- In addition to investment results, future policy values depend on policy charges and credits. These charges and credits are determined by and may be adjusted by Pacific Life subject to contractual guarantees.
- Future policy values are also dependent on the amount and timing of premium payments, withdrawals and loans. Policy cash values may be more or less than premiums paid.
- The actual performance of the policy is likely to vary from the illustration as actual investment results and future policy charges and credits are either more or less favorable than illustrated. Such changes are likely to change the amount or number of required premiums to meet the original goals.
- The illustration may be based on policy options that require future action. Consult with your representatives to determine which (if any) illustrated policy options require future action.
- Pacific Life does not offer legal advice regarding state and federal tax laws pertaining to life insurance.

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

TELEPHONE & ELECTRONIC AUTHORIZATION INFORMATION

TELEPHONE & ELECTRONIC AUTHORIZATION

1. As the Policyowner, I understand that Pacific Life will act upon my telephone and/or electronic instructions for all of the following requests, unless I have chosen to withhold my authorization by checking the box below.

<p>Variable Life Policies</p> <ul style="list-style-type: none"> • Transfer Between Investment Options • Initiate Dollar Cost Averaging • Rebalance Variable Investment Options • Change Future Premium Allocation Instructions • Initiate Policy Loans 	<p>Indexed Universal Life (IUL) Policies</p> <ul style="list-style-type: none"> • Automatic Transfers • One-Time Transfers • Recurring Transfers • Initiate Policy Loans
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Pacific Life will use reasonable procedures to confirm that these requests are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees, representatives and/or agents, will be held harmless for any claim, liability, loss or cost.

I further understand and agree that telephone and/or electronic transfers and allocation changes will be subject to the policy's terms and conditions and Pacific Life's administrative requirements.

By checking NO, I withhold my authorization for such telephone and/or electronic requests. NO

AUTHORIZATION FOR APPOINTMENT (Optional)

2. I authorize and appoint the party(ies) listed below to each act individually on my behalf for the following limited requests, including any telephone and/or electronic requests:

A. Appointee's Name: First MI Last	Relationship to Policyowner <input type="checkbox"/> Producer <input type="checkbox"/> Other Party
Check one: <input type="checkbox"/> All Requests (listed in Telephone & Electronic Authorization section) <input type="checkbox"/> All Requests (listed in Telephone & Electronic Authorization section) except initiating Policy Loans	
B. Appointee's Name: First MI Last	Relationship to Policyowner <input type="checkbox"/> Producer <input type="checkbox"/> Other Party
Check one: <input type="checkbox"/> All Requests (listed in Telephone & Electronic Authorization section) <input type="checkbox"/> All Requests (listed in Telephone & Electronic Authorization section) except initiating Policy Loans	

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INDEXED UNIVERSAL LIFE INSURANCE INFORMATION

AUTOMATIC TRANSFERS AFTER PREMIUM PAYMENT AND/OR LOAN REPAYMENT (Required)
 Percentages must be whole numbers.
 A Recurring Transfer is not available if 100% of the Fixed Account is being transferred to one or both of the Indexed Account(s).

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.
 The sums of the two percentages below do not need to equal 100% and cannot exceed 100%.
 a. 1 Year Indexed Account _____ %
 b. 5 Year Indexed Account _____ %
 c. 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 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.

A. Transfer From 1 Year Segment Into
_____ % to 1 Year Segment
_____ % to 5 Year Segment
_____ % to Fixed Account
1 Year Segment Maturity MUST TOTAL 100%

B. Transfer From 5 Year Segment Into
_____ % to 1 Year Segment
_____ % to 5 Year Segment
_____ % to Fixed Account
5 Year Segment Maturity MUST TOTAL 100%

INDEXED UNIVERSAL LIFE INSURANCE INFORMATION (Continued)

RECURRING TRANSFER FROM THE FIXED ACCOUNT TO THE INDEXED ACCOUNT
(Optional)

Recurring Transfer available only if Automatic Transfer is **less than 100%** and not available when premium frequency is monthly.

Percentages must be whole numbers.

3. By completing the section below, I'm requesting to transfer an amount or percentage of the Fixed Account Value to the Indexed Account(s) on each scheduled Transfer Date based on the instructions below.

A. Objective (select one)

1. Deplete* the value in the Fixed Account over _____ months

*The amount transferred will be a proportionate amount of the Fixed Account Balance based on the number of months indicated. Any balance in the Fixed Account on the date of the last recurring transfer will be transferred to the Indexed Accounts(s).

2. Transfer \$_____ or _____% of the accumulated value in the Fixed Account for _____ months.
By checking **YES**, I authorize Pacific Life to deplete any balance in the Fixed Account on the last transfer date.
 YES

B. Frequency of transfers (select one)

Monthly Quarterly Semi-Annually Annually

C. Transfer the amount derived from A above to the accounts listed below:

_____ % to the 1 Year Index Account

_____ % to the 5 Year Index Account

MUST TOTAL 100%

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

VARIABLE LIFE INSURANCE INFORMATION

SELECTION OF PREMIUM ALLOCATION 1. Indicate how premiums are to be allocated until later changed by you or your authorized representative.
 A. Premium Allocation – Complete Premium Allocation section
 B. Portfolio Optimization Model – Complete Portfolio Optimization Model section
 C. Portfolio Optimization Plus – Complete the Portfolio Optimization Plus section
 D. Other Asset Allocation Model _____ (Attach additional required forms and indicate any specifics in Remarks)

PREMIUM ALLOCATION 2. Indicate percentage amount that you want allocated into each of the investment options below. The total of the percentages must be 100%. Allocation percentages must be whole numbers.

<u>Manager</u>	<u>%</u>	<u>Investment Option</u>	<u>Manager</u>	<u>%</u>	<u>Investment Option</u>
Alger	_____	Small-Cap Growth	Jennison	_____	Health Sciences
AllianceBernstein	_____	International Value	Lazard	_____	LRS US Strategic Equity
Analytic/JPM	_____	Long/Short Large-Cap	Lazard	_____	Mid-Cap Equity
Batterymarch	_____	International Small-Cap	MFS	_____	International Large-Cap
BlackRock	_____	BlackRock Basic Value V.I. Fund III	MFS	_____	MFS VIT New Discovery SC
BlackRock	_____	BlackRock Global Allocation V.I. Fund III	MFS	_____	MFS VIT Utilities SC
BlackRock	_____	Equity Index	NACM	_____	Premier VIT NACM Small Cap
BlackRock	_____	Mid-Cap Value	NFJ	_____	Small-Cap Value
BlackRock	_____	Small-Cap Index	OppenheimerFunds	_____	Emerging Markets
Capital Guardian	_____	Diversified Research	OppenheimerFunds	_____	Main Street® Core
Capital Guardian	_____	Equity	OppenheimerFunds	_____	Multi-Strategy
Capital Research	_____	American Funds® Asset Allocation	Pacific Life	_____	Fixed Account*
Capital Research	_____	American Funds® Growth	Pacific Life	_____	Fixed LT Account*
Capital Research	_____	American Funds® Growth Income	PAM	_____	High Yield Bond
ClearBridge	_____	Large-Cap Value	PAM	_____	Money Market
ClearBridge	_____	LMPV Aggressive Growth II	PIMCO	_____	Inflation Managed
ClearBridge	_____	LMPV Mid Cap Core II	PIMCO	_____	Managed Bond
Columbia	_____	Technology	PLFA	_____	Pacific Dynamix-Conservative Growth
Fidelity®	_____	VIP Contrafund® SC2	PLFA	_____	Pacific Dynamix-Moderate Growth
Fidelity®	_____	VIP Freedom 2010 SC2	PLFA	_____	Pacific Dynamix-Growth
Fidelity®	_____	VIP Freedom 2015 SC2	T. Rowe Price	_____	T. Rowe Price Blue Chip Growth-II
Fidelity®	_____	VIP Freedom 2020 SC2	T. Rowe Price	_____	T. Rowe Price Equity Income-II
Fidelity®	_____	VIP Freedom 2025 SC2	UBS	_____	Large-Cap Growth
Fidelity®	_____	VIP Freedom 2030 SC2	Van Eck	_____	Van Eck Worldwide Hard Assets
Fidelity®	_____	VIP Freedom Inc SC2	Van Kampen	_____	Comstock
Fidelity®	_____	VIP Growth SC2	Van Kampen	_____	Mid-Cap Growth
Fidelity®	_____	VIP Mid-Cap SC2	Van Kampen	_____	Real Estate
Fidelity®	_____	VIP Value Strategies SC2	Vaughan Nelson	_____	Small-Cap Equity
Goldman Sachs	_____	Short Duration Bond	WAMCO	_____	Diversified Bond
Highland Capital	_____	Floating Rate Loan			
INTECH	_____	JAS Risk-Managed Core SS			
Janus	_____	JAS Enterprise SS			
Janus	_____	JAS Overseas SS			
Janus	_____	Focused 30			
Janus	_____	Growth LT			

Other Investment Options

Manager	%	Investment Option

MUST TOTAL 100% _____

*The Fixed LT Account has less transfer liquidity and may credit a higher current rate of interest than the Fixed Account. Both fixed account options credit a fixed minimum guaranteed interest rate. The Fixed Accounts are not available for automatic rebalancing. See the prospectus for details.

RETURN FOR ALL VARIABLE PRODUCTS

VARIABLE LIFE INSURANCE INFORMATION (Continued)

PORTFOLIO OPTIMIZATION MODEL
(Optional)

3. Subject to the Free-Look Transfer Date; I, as applicant, direct that my initial premium, less any premium loads, be allocated based on the Portfolio Optimization model that I selected below. I also direct all future premiums, less premium loads, be allocated to this model, unless otherwise instructed by me in writing.

Target Composition (as of 5/1/09)

Underlying Portfolios	A <input type="checkbox"/>	B <input type="checkbox"/>	C <input type="checkbox"/>	D <input type="checkbox"/>	E <input type="checkbox"/>
American Funds® Growth	-	1%	2%	2%	3%
American Funds® Growth-Income	-	-	3%	5%	5%
Comstock	2%	3%	5%	6%	6%
Diversified Research	-	-	-	2%	2%
Equity Index	3%	6%	8%	8%	8%
Growth LT	-	2%	3%	3%	4%
Large-Cap Growth	1%	3%	3%	3%	4%
Large-Cap Value	5%	6%	8%	8%	8%
Long/Short Large-Cap	2%	3%	4%	4%	4%
Main Street® Core	-	2%	3%	3%	3%
Mid-Cap Equity	3%	2%	3%	5%	6%
Mid-Cap Growth	-	2%	2%	3%	4%
Mid-Cap Value	-	2%	3%	3%	3%
Small-Cap Equity	-	-	1%	3%	4%
Small-Cap Growth	-	-	1%	2%	2%
Small-Cap Index	-	-	-	-	2%
Small-Cap Value	-	1%	1%	2%	2%
Real Estate	-	-	-	2%	3%
Emerging Markets	-	-	3%	4%	5%
International Large-Cap	3%	4%	4%	7%	9%
International Small-Cap	-	1%	2%	3%	3%
International Value	2%	3%	4%	5%	7%
Diversified Bond	16%	11%	6%	2%	-
Floating Rate Loan	8%	6%	3%	-	-
High Yield Bond	5%	4%	3%	-	-
Inflation Managed	18%	14%	11%	8%	-
Managed Bond	21%	16%	11%	5%	3%
Short Duration Bond	11%	8%	3%	2%	-

PORTFOLIO OPTIMIZATION PLUS
(Optional)

Indicate the desired Fund Manager and Investment Option from the list of approved funds shown in the Premium Allocation Section on the previous page.

Allocation percentages must be whole numbers.

4A. I direct the percentages listed below to be allocated into each of the investment options outside of the Portfolio Optimization model. I understand that the investment options I listed below must not be investment options currently within the Portfolio Optimization model.

The percentage(s) I have listed below must total less than 100%.

Manager	%	Investment Option

B. Indicate which Portfolio Optimization model (see model composition above) the remaining percentage should be allocated to:

A B C D E

VARIABLE LIFE INSURANCE INFORMATION (Continued)

**PORTFOLIO OPTIMIZATION
ACKNOWLEDGMENT**

5. With respect to enrolling in the Portfolio Optimization Service, by signing this application I understand that:
- I am directing my initial net premium payment be allocated based on the Portfolio Optimization model that I selected in the previous section. I also direct that subsequent net premium payments be allocated according to this model, as it may be modified from time to time, unless I instruct otherwise in writing.
 - I may utilize investment tools made available by Pacific Life Fund Advisors LLC (PLFA) for selecting a Portfolio Optimization model, but I understand that it is my decision, in consultation with my financial professional, to select a model. Neither PLFA nor Pacific Life bear responsibility for my decision.
 - The risk tolerance and models shown are targets only and that participation in Portfolio Optimization is not a guarantee against market loss.
 - Portfolio Optimization models will be analyzed from time to time and as a result, the investment options may be added or deleted from a model and/or the weightings of the investment options within a model may change. These investment options may be different from those currently available (including investment options not currently available). I have read the prospectus and the ADV brochure and understand that my model may be automatically updated. I grant PLFA, as investment adviser, limited discretionary investment authority to periodically make changes in the Portfolio Optimization investment options and to allocate and reallocate my account value in accordance with the Portfolio Optimization model I have selected, since the Portfolio Optimization model will be updated from time to time. PLFA can only transfer such discretionary authority (for example, the ability to periodically change model allocations) to another party with my consent, although PLFA may assume consent if it provides advance notice and I do not object. (For purposes of the preceding sentence, "transfer" means "assign" as interpreted under the Investment Advisers Act of 1940.)
 - I will receive transaction confirmations of the annual automatic updates, if applicable.
 - I will notify my financial professional if my financial situation and risk profile change in order to determine if I need to change to a different Portfolio Optimization model. I understand that I should periodically review, in consultation with my financial professional, my financial situation and risk profile to determine if I need to change my selected model.
 - Terminating my participation in the Portfolio Optimization service or participating in the Portfolio Optimization Plus service may impact my eligibility benefits under certain Pacific Life riders.
 - The Portfolio Optimization Service may be terminated at any time. PLFA and Pacific Life have no contractual obligation to continue the program.

IMPORTANT

Applicant's initials required if Portfolio Optimization or Portfolio Optimization Plus was selected.

Initials

I have received Pacific Life Fund Advisors' Form ADV brochure.

ACKNOWLEDGMENT

- With respect to the purchase of this variable life insurance policy, by signing this application I, acknowledge that:
- **I understand that the amount and duration of the death benefit may vary, depending on the investment performance of the variable investment options.**
 - **I understand that the policy values may increase or decrease, depending on the investment experience of the variable investment options.**
 - **I have considered the liquidity needs, risk tolerance and investment time horizon in selecting the variable investment options.**
 - **My registered representative provided me with a copy of the prospectus(es) for the variable life insurance policy I applied for, as well as prospectuses for all variable insurance funds which are available within the policy.**
- POLICY VALUES MAY INCREASE OR DECREASE, AND MAY EVEN BE REDUCED TO ZERO AND CAUSE THE POLICY TO LAPSE WITHOUT VALUE, DEPENDING ON THE EXPERIENCE OF THE VARIABLE INVESTMENT OPTIONS. THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS. A CURRENT ILLUSTRATION OF BENEFITS, INCLUDING DEATH BENEFITS AND HYPOTHETICAL CASH SURRENDER VALUES, IS AVAILABLE UPON REQUEST.**

ALTERNATE LIFE INSURANCE COVERAGE INFORMATION

ALTERNATE INSURANCE
(Optional)

Complete and submit the appropriate product pages when applying for both a variable and non-variable product.

A separate application should be completed in place of completing this section if any of the following apply:

- different policyowners
- different applicants
- premium allocations for variable products will be different
- percentage amounts for Indexed Universal Life products will be different.

1. Product Name	2. Planned Annual Premium \$ _____
-----------------	---------------------------------------

3. Basic Coverage Amount \$ _____	+	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Annual Renewable Term</td> <td style="width: 10%; text-align: right;">\$ _____</td> <td style="width: 30%;"></td> </tr> <tr> <td colspan="3">Check one term type:</td> </tr> <tr> <td><input type="checkbox"/> Level</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Varying Annual Renewable Term (VART)</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Group Term Carve Out (GTCO)</td> <td></td> <td></td> </tr> <tr> <td>Annual Renewable Term Rider—Last Survivor</td> <td style="text-align: right;">\$ _____</td> <td></td> </tr> <tr> <td colspan="3">Check one term type:</td> </tr> <tr> <td><input type="checkbox"/> Level</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Varying Annual Renewable Term (VART)</td> <td></td> <td></td> </tr> <tr> <td>ECV Coverage</td> <td style="text-align: right;">\$ _____</td> <td rowspan="5" style="vertical-align: middle; text-align: center;">= Total Initial Coverage \$ _____</td> </tr> <tr> <td>Surrender Value Enhancement Rider</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Surrender Value Enhancement Rider—Last Survivor</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Surrender Value Enhancement Trust/Executive Rider</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Other _____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total of Rider/Other Coverage Above</td> <td style="text-align: right;">\$ _____</td> </tr> </table>	Annual Renewable Term	\$ _____		Check one term type:			<input type="checkbox"/> Level			<input type="checkbox"/> Varying Annual Renewable Term (VART)			<input type="checkbox"/> Group Term Carve Out (GTCO)			Annual Renewable Term Rider—Last Survivor	\$ _____		Check one term type:			<input type="checkbox"/> Level			<input type="checkbox"/> Varying Annual Renewable Term (VART)			ECV Coverage	\$ _____	= Total Initial Coverage \$ _____	Surrender Value Enhancement Rider	\$ _____	Surrender Value Enhancement Rider—Last Survivor	\$ _____	Surrender Value Enhancement Trust/Executive Rider	\$ _____	Other _____	\$ _____	Total of Rider/Other Coverage Above		\$ _____
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Other _____	\$ _____																																										
Total of Rider/Other Coverage Above		\$ _____																																									

4. Check one: Option A (Level) Option B (Increasing) Option C (Face amount plus premiums less distributions)

5. Check one: (Qualification test cannot be changed after the policy is in force)
 A. Guideline Premium Test (GPT)
 B. Cash Value Accumulation Test (CVAT)

6. Indicate number of years:
 0 1 2 3 5 10 15 Other _____

7. Select the appropriate riders as indicated on the Illustration and indicate face amount(s) where applicable.

A. <input type="checkbox"/> Accelerated Living Benefit Rider (Complete disclosure form) B. <input type="checkbox"/> Accidental Death Rider \$ _____ C. <input type="checkbox"/> Annual Renewable Term Rider <input type="checkbox"/> Varying Individual (Proposed Insured) \$ _____ D. <input type="checkbox"/> Annual Renewable Term Rider <input type="checkbox"/> Varying Individual (Additional Insured) \$ _____ E. <input type="checkbox"/> Annual Renewable Term Rider Additional Insured \$ _____ F. <input type="checkbox"/> Children's Term Rider \$ _____ (Complete Non-Medical form) G. <input type="checkbox"/> Disability Benefit Rider \$ _____ H. <input type="checkbox"/> Flexible Duration No Lapse Guarantee Rider I. <input type="checkbox"/> Guaranteed Insurability Rider \$ _____	J. <input type="checkbox"/> Guaranteed Minimum Distribution Rider K. <input type="checkbox"/> IRC § 412(e)(3) Life Insurance Rider L. <input type="checkbox"/> Maturity Extension Rider M. <input type="checkbox"/> Minimum Earnings Benefit Rider _____ years (Indicate a Maturity Period) N. <input type="checkbox"/> No Lapse Guarantee Rider O. <input type="checkbox"/> Owner Waiver of Charges (Complete Non-Medical form) P. <input type="checkbox"/> Payor Waiver of Charges (Complete Non-Medical form) Q. <input type="checkbox"/> Premium Waiver R. <input type="checkbox"/> Waiver of Charges (On Insured) S. <input type="checkbox"/> Other _____ T. <input type="checkbox"/> Other _____ U. <input type="checkbox"/> Other _____
--	--

8. Automatic Premium Loan Extended Insurance Reduced Paid-Up

9. A current policy date will be used unless you select one of the following.
 Date to Save Age Specific Date _____ (Indicate a date, excluding 29th, 30th, and 31st)
(mm/dd/yyyy)

By signing in the signature section, I understand that insurance charges and expenses begin on the policy date.

10. I understand that the policy as applied for is expected to become a Modified Endowment Contract (MEC) prior to its first policy anniversary.
 Yes (I have signed and submitted, or will sign upon policy delivery, a MEC Acceptance Form)

ALL COMPLETED FIELDS OF THE PRIMARY APPLICATION NOT INCLUDED IN THIS SECTION WILL APPLY UNLESS CHANGES ARE SPECIFIED IN REMARKS.

APPLICANT/POLICYOWNER'S REPRESENTATION OF INSURABLE INTEREST

REPRESENTATION OF INSURABLE INTEREST As the Applicant and/or Policyowner, I represent that the Policyowner and Beneficiary have an insurable interest in the life of the Proposed Insured(s). (Applicable except where the Proposed Insured is both Applicant and Policyowner.)

PROPOSED INSURED'S CONSENT FOR EMPLOYER OWNED INSURANCE

PROPOSED INSURED'S CONSENT As the proposed insured, I acknowledge and understand that (i) my employer (the "Employer"), or a trust established by my employer (the "Trust"), is involved in this Application for life insurance insuring my life ("Life Insurance Coverage"), (ii) the Employer or the Trust will have an interest as policyowner and/or beneficiary of the Life Insurance Coverage as reflected in this Application, and (iii) both I and my heirs may have no right or interest in or to the Life Insurance Coverage and its proceeds.

Applicable only if the employer or an employer-controlled trust is to be the policyowner of this policy.

I (i) consent to the issuance of the Life Insurance Coverage as requested in this Application; (ii) acknowledge that the Life Insurance Coverage may continue after the termination of my employment with the Employer; (iii) acknowledge that my Employer has notified me in writing of the maximum life insurance face amount for which my Employer may seek Life Insurance Coverage insuring my life; and (iv) acknowledge that Pacific Life will not necessarily issue a policy at this maximum life insurance face amount.

My consent to this insurance has not been obtained by coercion of my Employer or its representatives or agents, whether express or implied. By my signature in the Signatures section, I am consenting to the Employer's and/or Trust's future purchase of additional Life Insurance Coverage up to the maximum amount described above, for which no additional notice to, or consent from me will be necessary.

EMPLOYER ACKNOWLEDGMENT

EMPLOYER ACKNOWLEDGMENT REGARDING THE POTENTIAL TAXATION OF DEATH BENEFITS I acknowledge and understand: (i) the potential significance of IRC section 101(j); and (ii) that, if IRC section 101(j) applies, the policy(s) death benefit may be income taxable unless I, as employer, have satisfied the conditions of IRC Section 101(j); and (iii) that Pacific Life and its producers are not authorized to provide tax or legal advice and that I must look to my independent tax and legal advisors for current information regarding this and other laws that may impact me and my life insurance policies.

I understand that it remains the employer's responsibility to ensure both current and ongoing compliance with the requirements of IRC sections 101(j) and 6039I.

By signing in the Signatures section, I acknowledge my understanding of this information, and that I have obtained or will obtain from my independent tax and legal advisors whatever advice I deem necessary or appropriate concerning the taxation of my life insurance policies.

APPLICATION PACKAGE

PAGES NOT SUBMITTED 1. Indicate below each page not submitted from this application (Check all that apply):

Complete this section if one of the pages indicated in this section is blank and will not be submitted to the Life Insurance Operations Center.

A. Pages 12-13 – Indexed Universal Life Insurance Information

B. Pages 14-17 – Variable Life Insurance Information

C. Page 18 – Additional Life Insurance Coverage Information

D. Page 19 – Alternate Life Insurance Coverage Information

Note: Only the above-referenced pages are not required to be submitted if blank. The omission of any other pages may result in rejection of the application.

NEW BUSINESS DATE STAMP (For Internal Use Only)**DECLARATIONS**

The answers provided in this application are true and complete to the best of my knowledge and belief. I understand and agree that:

1. (NOT APPLICABLE IN WEST VIRGINIA) Acceptance of a life insurance policy will be ratification of any administrative change with respect to such policy made by Pacific Life as indicated under the title "Endorsement," where permitted by state law. All other changes made to the application or policy by Pacific Life will be indicated on an "Application Amendment Form" that must be signed by all applicable parties, prior to or at the time of delivery of this policy.
2. (APPLICABLE ONLY IF THE EMPLOYER OR AN EMPLOYER-CONTROLLED TRUST IS TO BE THE OWNER OF THIS POLICY) If insurance is being applied for on the life of any non-exempt employee, then such insurance is not prohibited by applicable state law.
3. 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 producer, whose name appears below, the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

DECLARATIONS (Continued)

4. Except as provided in the terms or conditions of any Temporary Insurance Agreement (TIA) that I may have received in connection with this application, coverage will take effect when the policy is delivered and the entire first premium is paid only if at that time the Proposed Insured(s) is alive, and all answers in this application that are material to the risk are still true and complete.
5. If I have given money with the application and received a TIA and if the coverage amount of the application exceeds the TIA coverage limits, I understand that if the Proposed Insured(s) die(s) before a policy is delivered, the death benefit will be limited to the TIA coverage limit.
6. I must inform the Producer or Pacific Life Insurance Company (PL) in writing of any changes in the health of any Proposed Insured(s) or if any of the statements or answers on this application change prior to delivery of the policy.
7. My statements and answers in this application must continue to be true as of the date I receive the policy.
8. No Producer is authorized to make or change contracts or insurance policies on the behalf of Pacific Life and no Producer may alter the terms of this application, the TIA, or the policy, nor does the Producer have the authority to waive any of Pacific Life's rights or requirements.
9. No representation is made that, based on information provided in the application, a particular premium rate, risk category or class will be offered to me. I will review my policy and ask the Producer or the Company about the specific premium and risk class referenced in my policy.
10. The policy(ies) as applied for in this application will meet my insurance needs and financial objectives based in part upon my age, income, net worth, tax and family status, and any existing insurance policies I own.
11. If this application is for flexible premium universal life insurance with equity indexed feature, I ACKNOWLEDGE that: I am applying for an indexed product, for which the annual crediting for the indexed account tracks the gains and the losses of an outside financial index, subject to a growth cap and floor. I further understand that, while the 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 and values shown to me, other than the minimum values, are not guarantees, promises, or warranties.

SIGNATURES

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance 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. (Not applicable in Oregon.)

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.

If insured or owner is under age 16, a signature of parent/guardian is required in place of the minor's signature.

SIGNED BY APPLICANT IN:

City	State
-------------	--------------

APPLICANT SIGNED AND DATED ON:

Date (mm/dd/yyyy)

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

SIGN HERE

X

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

THE APPLICANT IS THE PARTY THAT APPLIES FOR THE POLICY.

Applicant's Name: First MI Last (print)	Relationship To Proposed Insured
--	---

SIGN HERE

X

Proposed Insured's Signature, if other than applicant

SIGN HERE

X

Proposed Additional Insured's Signature, if applicable

SIGN HERE

X

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

SIGN HERE

X

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

*If a corporation or business entity, indicate name below. The signature and title of any authorized representative is required and should be shown in the Client Information section. **If a trust, all required trustees must sign according to the trust agreement.**

Corporation or Business Entity's Name, if applicable

PRODUCER'S CERTIFICATION

I certify that I have truly and accurately recorded the information supplied in the application.

SIGN HERE

X

Soliciting Producer's Signature

Soliciting Producer's Name: First MI Last (print)
--

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

AUTHORIZATION TO OBTAIN INFORMATION

This authorization complies with HIPAA Privacy Rules

PROPOSED INSURED'S INFORMATION					
Proposed Insured's Name: First	MI	Last		Date of Birth (mm/dd/yyyy)	Place of Birth (state/country)
Proposed Additional Insured's Name: First	MI	Last	(if applicable)	Date of Birth (mm/dd/yyyy)	Place of Birth (state/country)

I authorize any physician, health care professional, medical practitioner, other health care provider, hospital, clinic, laboratory, pharmacy, medical facility, other medical or medically related facility, insurance company, health plan, MIB, Inc., consumer reporting agency, state motor vehicle agency, or employer to release to **Pacific Life Insurance Company ("PL")** its subsidiaries, reinsurers, employees and representatives, any information they may have in their possession or under their control as to the diagnosis, treatment, prognosis of any physical or mental condition, human immunodeficiency virus (HIV) infection, sexually transmitted diseases, treatment of mental illness, and the use of tobacco, and any non-medical information, including finances, avocations, occupation, foreign travel, and driving record for me and any minor children who are to be insured. Although Federal Regulation protects information related to drug or alcohol abuse from disclosure, I give permission to collect this information. This authorization is not affected or limited by any prior agreements I may have made with any of the above persons or entities to restrict the release of such information, and I instruct them to release and disclose all such information without restriction.

I understand that the reason for releasing such information under this authorization is to determine eligibility for insurance and that such information will not be released to any person or organization except a reinsurer, MIB, Inc., and other persons or organizations performing business or legal services in connection with my application, or as may be otherwise required by law, or as I may further authorize. I understand that I may revoke this authorization at any time by sending a written revocation request to Pacific Life Insurance Company at: P. O. Box 2030, Omaha, NE 68103-2030. Such a revocation will not affect any action taken or information released prior to the revocation, and will not affect any legal right Pacific Life has to contest an insurance policy/certificate, or to contest a claim under an insurance policy/certificate. I understand that if I revoke this authorization, Pacific Life may not be able to process my application, and may not be able to make any benefit payments due under any existing policy, certificate, or other binding agreement.

This authorization shall remain in force for 24 months after the date of my signature below, and a copy of this authorization is as valid as the original. I understand that once any such health-related information is released pursuant to this authorization, that information may be redisclosed and will no longer be covered or protected by the HIPAA rules governing privacy and confidentiality of health information.

I acknowledge that I have received the disclosure notice and a copy of this authorization.

SIGNATURES

Signed and Dated by the Insured(s) in: _____
City
State
Date (mm/dd/yyyy)



X _____
 Proposed Insured's Signature (or parent/guardian if under age 16)



X _____
 Proposed Additional Insured's Signature (or parent/guardian if under age 16)



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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

PRODUCER REPORT

Proposed Insured's Name: First	MI	Last	Date of Birth (mm/dd/yyyy)
Proposed Additional Insured's Name: First	MI	Last (if applicable)	Date of Birth (mm/dd/yyyy)

BUSINESS INSURANCE INFORMATION

BUSINESS INSURANCE
 Complete if applying for business insurance.

1. This life insurance policy is being purchased in conjunction with a:

A. <input type="checkbox"/> Buy/Sell	E. <input type="checkbox"/> Employee Benefit	H. <input type="checkbox"/> Section 79 (10+ Plan Participants)
B. <input type="checkbox"/> Controlled Executive Bonus Plan	F. <input type="checkbox"/> Key Employee	I. <input type="checkbox"/> Split Dollar
C. <input type="checkbox"/> Deferred Compensation	G. <input type="checkbox"/> Section 79 (1-9 Plan Participants)	J. <input type="checkbox"/> 412(e)(3)
D. <input type="checkbox"/> Other _____		K. <input type="checkbox"/> 419(e) Welfare Benefit Plan

2. **PRINCIPAL OFFICERS, PARTNERS, OR KEY EMPLOYEES' INFORMATION**

Name: First	MI	Last	Position	% of Business Owned	Amount of Insurance Owned by Business
A.					
B.					
C.					
D.					
E.					
F.					

3. What is the current value of the business?
 \$ _____

4. What was the annual net profit (before taxes) of business?
 Last Year \$ _____ 2 Years Ago \$ _____

5. Are other officers, partners, or key employees proportionately insured? Yes No (If no, explain in Remarks)

JUVENILE/DEPENDENT INSURANCE INFORMATION

JUVENILE/DEPENDENT INSURANCE
 Complete if the Proposed Insured is under age 16, and over age 16 if a dependent.

1. Did you personally observe the Proposed Insured? Yes No (If no, explain in Remarks)

2. Are the Proposed Insured's siblings insured for equal amounts? Yes No (If no, explain in Remarks)

3. **PERSON SUPPORTING PROPOSED INSURED**

A. Name: First MI Last	
B. Relationship to Insured	C. Estimated annual income \$
D. Estimated net worth \$	E. Estimated amount of life insurance \$

4. **POLICYOWNER'S INFORMATION**

A. Name	
B. Relationship to Insured	C. Amount of life insurance in force \$
D. Purpose of Insurance	

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS



PRODUCER INFORMATION (Continued)

		YES	NO											
PRODUCER REPORT To be answered by the soliciting Producer.	1. Did you personally meet with all parties who have signed this application and ask the appropriate parties all applicable questions in this application? (If no, explain in Remarks Section)	<input type="checkbox"/>	<input type="checkbox"/>											
	2. Indicate the form of valid identification used to confirm the identity of each person signing this application (Check all that apply) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;">Individual Person</th> <th style="width:50%;">Non-Individual Entity</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Driver's License</td> <td><input type="checkbox"/> Business License</td> </tr> <tr> <td><input type="checkbox"/> Government Issued Photo ID</td> <td><input type="checkbox"/> Certified Articles of Incorporation</td> </tr> <tr> <td><input type="checkbox"/> Passport</td> <td><input type="checkbox"/> Partnership Agreement</td> </tr> <tr> <td><input type="checkbox"/> _____</td> <td><input type="checkbox"/> Trust Document</td> </tr> <tr> <td></td> <td><input type="checkbox"/> _____</td> </tr> </tbody> </table>	Individual Person	Non-Individual Entity	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Business License	<input type="checkbox"/> Government Issued Photo ID	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> _____	<input type="checkbox"/> Trust Document		<input type="checkbox"/> _____	
Individual Person	Non-Individual Entity													
<input type="checkbox"/> Driver's License	<input type="checkbox"/> Business License													
<input type="checkbox"/> Government Issued Photo ID	<input type="checkbox"/> Certified Articles of Incorporation													
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement													
<input type="checkbox"/> _____	<input type="checkbox"/> Trust Document													
	<input type="checkbox"/> _____													
Explain all "Yes" answers in Remarks Section unless instructed otherwise.	3. Are you aware of any information not given in the application that might affect the insurability of the Proposed Insured(s)?	<input type="checkbox"/>	<input type="checkbox"/>											
	4. Did the Proposed Insured/Additional Insured change his/her name during the past 5 years? If yes, give former name(s): _____	<input type="checkbox"/>	<input type="checkbox"/>											
	5. Certain states require replacement forms for any in force policies even if a replacement is not intended. A. Is there any existing or pending life insurance or annuities on any Proposed Insured?	<input type="checkbox"/>	<input type="checkbox"/>											
	B. To the best of your knowledge, will the policy applied for replace, cause a change in, or involve a cash withdrawal or loan from or lapse of any life insurance policy or annuity contract on any Proposed Insured's life or in any life insurance or annuity owned by the Applicant, or is the policyowner considering using funds from existing policies to pay premiums on the new policy?	<input type="checkbox"/>	<input type="checkbox"/>											
	C. I have discussed the appropriateness of replacement, and followed appropriate state laws, Pacific Life's written replacement guidelines and, if applicable, I have complied with the replacement requirements of my broker-dealer. (If no, explain in Remarks Section)	<input type="checkbox"/>	<input type="checkbox"/>											
Small group is defined as more than 1 and less than 10 lives with a common applicant and/or policyowner	6. Have plans been made that any other party (including a Life Settlement and/or Viatical Company), other than the owner, will obtain any right, title or interest in any policy issued on the life of the Proposed Insured(s) as a result of this application?	<input type="checkbox"/>	<input type="checkbox"/>											
	7. What type of case is this application? <input type="checkbox"/> Individual <input type="checkbox"/> Joint Life <input type="checkbox"/> Multilife <input type="checkbox"/> Small Group: Total Number of applications _____ Include Proposed Insured's name(s) in Remarks Section.													
	8. Is this policy going to be used in a qualified plan? <input type="checkbox"/> Yes (If yes, indicate type below and complete additional applicable forms) <input type="checkbox"/> Defined Benefit Plan <input type="checkbox"/> Pension <input type="checkbox"/> Profit Sharing <input type="checkbox"/> 412(e)(3) <input type="checkbox"/> Other _____ <input type="checkbox"/> No													
	9. Check appropriate items that have been ordered: <table style="width:100%;"> <tr> <td><input type="checkbox"/> Medical Exam</td> <td><input type="checkbox"/> H.O. Specimen</td> </tr> <tr> <td><input type="checkbox"/> Paramedical Exam</td> <td><input type="checkbox"/> Inspection Report</td> </tr> <tr> <td><input type="checkbox"/> EKG</td> <td><input type="checkbox"/> APS _____</td> </tr> <tr> <td><input type="checkbox"/> Blood Profile</td> <td>_____</td> </tr> </table>	<input type="checkbox"/> Medical Exam	<input type="checkbox"/> H.O. Specimen	<input type="checkbox"/> Paramedical Exam	<input type="checkbox"/> Inspection Report	<input type="checkbox"/> EKG	<input type="checkbox"/> APS _____	<input type="checkbox"/> Blood Profile	_____					
<input type="checkbox"/> Medical Exam	<input type="checkbox"/> H.O. Specimen													
<input type="checkbox"/> Paramedical Exam	<input type="checkbox"/> Inspection Report													
<input type="checkbox"/> EKG	<input type="checkbox"/> APS _____													
<input type="checkbox"/> Blood Profile	_____													

REMARKS – IDENTIFY QUESTION AND GIVE DETAILS

PRODUCER COMMISSION INFORMATION

PRODUCER'S INFORMATION The first name listed will be the servicing producer. If more than three producers, use Remarks.	SERVICING PRODUCER			
	Name: First MI Last			Soc. Sec. # / Tax ID #
	E-mail Address		Telephone # (include area code)	Fax # (include area code)
	RLO or PL Servicing Office #	Producer Code	Commission %	Commission Payout Choice* (select one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
	ADDITIONAL PRODUCER			
	Name: First MI Last			Soc. Sec. # / Tax ID #
	E-mail Address		Telephone # (include area code)	Fax # (include area code)
	RLO or PL Servicing Office #	Producer Code	Commission %	Commission Payout Choice* (select one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
	ADDITIONAL PRODUCER			
	Name: First MI Last			Soc. Sec. # / Tax ID #
	E-mail Address		Telephone # (include area code)	Fax # (include area code)
	RLO or PL Servicing Office #	Producer Code	Commission %	Commission Payout Choice* (select one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

*Commission Payout Choice A & C are not available on all products. If no choice is indicated, commission payout choice B will be applied unless your broker-dealer has pre-selected a different payout choice. Please verify with your broker-dealer to ensure correct choice is indicated.

BROKER-DEALER'S INFORMATION	BROKER-DEALER	
	Name:	
	Name of Office Contact:	Broker-Dealer Client Account # (if available)

SOLICITING PRODUCER'S CERTIFICATION

I certify that to the best of my knowledge and belief:

1. I have presented to the Company all pertinent facts and have correctly and completely recorded all required answers.
2. I have given the Proposed Insured(s) (or Parent for Juvenile insurance) a copy of the Disclosure Notice, and any other disclosure notice, statement or information required by state or federal law.
3. If applicable, I have fully explained the terms and conditions of the Temporary Insurance Agreement to the Proposed Insured(s) (or policyowner) and have given it to him/her (them).
4. I have complied with all applicable state and/or federal laws in the recommendation and/or sale of this policy. I have also complied with Pacific Life's procedures on cost comparison, illustration, and replacement.
5. The information contained in the section "Illustration Acknowledgment" is accurate and true.
6. I have reviewed this Application, and have determined that its proposed purchase is suitable as required under law, based in part upon information provided by the Applicant, Policyowner and Proposed Insured, as applicable, including age, income, net worth, tax and family status, and any existing insurance program. If the policy applied for is a variable life insurance policy, I further certify that I have also considered the Policyowner's liquidity needs, risk tolerance, and investment time horizon, and followed my broker-dealer's suitability guidelines in both the recommendation of this policy, and the choice of investment options.
7. Only sales materials provided or otherwise approved by Pacific Life were used in the sales process and copies of all sales material were left with the applicant.
8. I am appropriately state licensed and appointed in all jurisdictions in which sales activity (including solicitation, obtaining application signatures, and policy delivery) related to this application has taken or will take place.
9. If any person 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.

Signed and Dated by the Soliciting Producer on: _____ (mm/dd/yyyy)

 **X**

MUST MATCH THE SOLICITING PRODUCER ON THE APPLICATION'S SIGNATURE PAGE.

ADDITIONAL PRODUCER'S CERTIFICATION (Required if personally meeting with the client during solicitation or policy delivery.)

I am appropriately state licensed and appointed in all jurisdictions in which sales activity (including solicitation, obtaining application signatures, and policy delivery) related to this application has taken or will take place.

Signed and Dated by the Additional Producer(s) on: _____ (mm/dd/yyyy)

 **X**

Additional Producer's Signature **Additional Producer's Signature**

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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

**DISCLOSURE NOTICE****DETACH AND LEAVE WITH PROPOSED INSURED(S)**

In this disclosure, “we”, “us”, “our”, and “PL” refer to Pacific Life Insurance Company, its affiliates, and its subsidiaries. This brief description of our underwriting process is designed to help you to understand how an application for life insurance is handled, the types and sources of information we may collect about you, the circumstances under which we may disclose that information to others and your right, or that of your authorized representative, to learn the nature and substance of that information upon written request. The purpose of the underwriting process is to make sure you qualify for life insurance under our rules, and assuming you do, establish the proper premium charge for that insurance. The goal of the underwriting process is to have the cost of insurance distributed equitably among all policyowners, so that each individual pays his or her fair share. To determine your insurability, we must consider such factors as your medical history, physical condition, occupation, and hazardous avocations. We get this information from various sources.

Application and Medical Records – Your application, including the medical history, is the primary source of information in the evaluation process. In addition, we may ask you to take a physical examination or other special test such as an electrocardiogram. We may also ask for a report from your doctor or hospital, another insurance company, or MIB, Inc. (“MIB”, see below). When we do so, we will use the Authorization To Obtain Information that you signed. The purpose of MIB is to protect member companies, their policyowners, and insureds from those who would conceal significant facts relevant to their insurability.

MIB, Inc. – Information regarding your insurability will be treated as confidential. PL or its reinsurers may, however, make a brief report thereon to MIB, Inc., formerly known as Medical Information Bureau, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health insurance coverage or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information about you in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have about you in its file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB’s file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB’s information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

PL, or its reinsurers, may also release information from its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.

Investigative Consumer Report – As part of our underwriting procedure, we may request an investigative consumer report from a consumer reporting agency. A consumer report confirms and supplements the information on your application pertaining to employment and residence verification, smoking habits, marital status, occupation, hazardous avocations, and general health. This report may also cover information concerning your general reputation, personal characteristics, and mode of living (**except as may be related directly or indirectly to your sexual orientation**) including drug and alcohol use, motor vehicle driving record, and any criminal activity. This information may be obtained through personal interviews with you, your family, friends, neighbors, and business associates. If a report is required and you wish to be personally interviewed, please let us know and we will notify the consumer reporting agency. The information contained in the report may be retained by the consumer reporting agency and subsequently disclosed to other companies to the extent permitted by the Fair Credit Reporting Act. Investigative consumer reports are held in strict confidence and used only to evaluate your application on a fair and equitable basis. You have a right to inspect and obtain a copy of the report from the consumer reporting agency.

DISCLOSURE TO OTHERS

Personal information obtained about you during the underwriting process and at other times is confidential and will not be disclosed to other persons or organizations without your written authorization except to the extent necessary for the conduct of our business and only to the extent permitted by applicable state law. Examples of situations where we may share information about you are as follows:

- The Producer may retain a copy of your application, and if a policy is issued will have access to ongoing policy information to better serve your needs.
- If reinsurance is required, the reinsurance company would have access to our application file.
- We may release information to another life insurance company to whom you have applied for life or health insurance or to whom you have submitted a claim for benefits, if you have authorized it to obtain such information.
- As stated earlier, we may report information to the MIB.
- We will disclose information to government regulatory officials, law enforcement authorities, and others where required by law.

DISCLOSURE TO YOU

In general, you have a right to learn the nature and substance of any personal information about you in our file upon written request. Whenever an adverse underwriting decision is made, we will notify you of the reason(s) for the decision and the source of the information upon which our action is based. Medical record information, however, will normally be given only to a licensed physician of your choice. Please refer to the section on MIB, for that organization’s disclosure procedure. Should you feel that any information we have is inaccurate or incomplete, please write to: Manager, New Business Services, Pacific Life Insurance Company, P.O. Box 2030, Omaha, NE 68103-2030. Your comments will be carefully considered and corrections made where justified. We hope this Notice will help you to understand how we obtain and use personal information in the underwriting process, and the ways you can learn about this information. We are concerned with insuring privacy as well as lives, and the collection, use, and disclosure of personal information is limited as specified in this Notice.



Proposed Insured #1: Leland Stanford
Male, Age 35
Standard Nonsmoker
Proposed Insured #2: Mary Sanford
Female, Age 35
Standard Nonsmoker

Death Benefit Option = Level
Total Face Amount = \$100,000
Premium Frequency = Annual

Producer:
Sample Producer
1234 Newport Street
Newport Beach, CA 12345

Ledger Illustration Non-Guaranteed Detail

Non-Guaranteed Values (EOY) @ Varying Rate						
Yr	Age	Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	* Death Benefit (4)	
1	35/35	955	327	0	223,000	
2	36/36	955	656	197	223,000	
3	37/37	955	985	584	223,000	
4	38/38	955	1,315	972	223,000	
5	39/39	955	1,818	1,532	100,000	
6	40/40	955	2,336	2,107	100,000	
7	41/41	955	2,864	2,692	100,000	
8	42/42	955	3,402	3,287	100,000	
9	43/43	955	3,947	3,890	100,000	
10	44/44	955	4,732	4,732	100,000	
Total		9,550				
11	45/45	955	6,000	6,000	100,000	
12	46/46	955	7,311	7,311	100,000	
13	47/47	955	8,668	8,668	100,000	
14	48/48	955	10,078	10,078	100,000	
15	49/49	955	11,905	11,905	100,000	
16	50/50	955	13,798	13,798	100,000	
17	51/51	955	15,762	15,762	100,000	
18	52/52	955	17,806	17,806	100,000	
19	53/53	955	19,936	19,936	100,000	
20	54/54	955	22,723	22,723	100,000	
Total		19,100				
21	55/55	955	25,611	25,611	100,000	
22	56/56	955	28,608	28,608	100,000	
23	57/57	955	31,723	31,723	100,000	
24	58/58	955	34,966	34,966	100,000	
25	59/59	955	39,234	39,234	100,000	
26	60/60	955	43,652	43,652	100,000	
27	61/61	955	48,233	48,233	100,000	
28	62/62	955	52,990	52,990	100,000	
29	63/63	955	57,939	57,939	100,000	
30	64/64	955	64,491	64,491	100,000	
Total		28,650				

The Ledger Illustration is not complete and cannot be presented without the Basic Illustration report. The Basic Illustration report begins with a page entitled Basic Illustration Narrative Summary. Please refer to the Basic Illustration Tabular Detail for guaranteed elements and other important information.

A zero in the *Premium Outlay* column does not mean the policy is paid up. Charges will continue to be deducted from the *Accumulated Value* as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Ledger Illustration Non-Guaranteed Detail

		Non-Guaranteed Values (EOY) @ Varying Rate			
Yr	Age	Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	* Death Benefit (4)
31	65/65	955	71,269	71,269	100,000
32	66/66	955	78,295	78,295	100,000
33	67/67	955	85,590	85,590	100,997
34	68/68	955	93,179	93,179	109,019
35	69/69	955	103,268	103,268	119,791
36	70/70	955	113,692	113,692	130,745
37	71/71	955	124,478	124,478	140,660
38	72/72	955	135,659	135,659	150,582
39	73/73	955	147,270	147,270	160,524
40	74/74	955	162,796	162,796	174,192
Total		38,200			
41	75/75	955	178,833	178,833	187,775
42	76/76	955	195,408	195,408	205,179
43	77/77	955	212,563	212,563	223,192
44	78/78	955	230,344	230,344	241,862
45	79/79	955	254,219	254,219	266,930
46	80/80	955	278,813	278,813	292,754
47	81/81	955	304,178	304,178	319,387
48	82/82	955	330,370	330,370	346,888
49	83/83	955	357,452	357,452	375,325
50	84/84	955	394,010	394,010	413,711
Total		47,751			
51	85/85	955	431,572	431,572	453,151
52	86/86	955	470,199	470,199	493,709
53	87/87	955	509,957	509,957	535,455
54	88/88	955	550,915	550,915	578,461
55	89/89	955	606,547	606,547	636,874
56	90/90	955	663,487	663,487	696,661
57	91/91	955	722,213	722,213	751,102
58	92/92	955	783,104	783,104	806,597
59	93/93	955	846,452	846,452	863,381
60	94/94	955	933,656	933,656	942,993
Total		57,301			

The Ledger Illustration is not complete and cannot be presented without the Basic Illustration report. The Basic Illustration report begins with a page entitled Basic Illustration Narrative Summary. Please refer to the Basic Illustration Tabular Detail for guaranteed elements and other important information.

A zero in the *Premium Outlay* column does not mean the policy is paid up. Charges will continue to be deducted from the *Accumulated Value* as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Ledger Illustration Non-Guaranteed Detail

			Non-Guaranteed Values (EOY) @ Varying Rate			
Yr	Age	Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	* Death Benefit (4)	
61	95/95	955	1,023,319	1,023,319	1,033,552	
62	96/96	955	1,115,642	1,115,642	1,126,798	
63	97/97	955	1,210,857	1,210,857	1,222,966	
64	98/98	955	1,309,220	1,309,220	1,322,313	
65	99/99	955	1,444,156	1,444,156	1,458,597	
66	100/100	0	1,581,860	1,581,860	1,597,679	
67	101/101	0	1,723,528	1,723,528	1,740,763	
68	102/102	0	1,869,504	1,869,504	1,888,199	
69	103/103	0	2,020,172	2,020,172	2,040,373	
70	104/104	0	2,227,826	2,227,826	2,250,104	
Total		62,076				
71	105/105	0	2,440,984	2,440,984	2,465,394	
72	106/106	0	2,660,104	2,660,104	2,686,705	
73	107/107	0	2,885,707	2,885,707	2,914,564	
74	108/108	0	3,118,374	3,118,374	3,149,557	
75	109/109	0	3,440,329	3,440,329	3,474,732	
76	110/110	0	3,770,570	3,770,570	3,808,276	
77	111/111	0	4,109,788	4,109,788	4,150,886	
78	112/112	0	4,458,773	4,458,773	4,503,361	
79	113/113	0	4,818,400	4,818,400	4,866,584	
80	114/114	0	5,317,962	5,317,962	5,371,142	
Total		62,076				
81	115/115	0	5,830,012	5,830,012	5,888,312	
82	116/116	0	6,355,592	6,355,592	6,419,147	
83	117/117	0	6,895,896	6,895,896	6,964,855	
84	118/118	0	7,452,250	7,452,250	7,526,772	
85	119/119	0	8,227,966	8,227,966	8,310,245	
86	120/120	0	9,022,516	9,022,516	9,112,741	
Total		62,076				

This illustration assumes that a portion of the *Accumulated Value* in the *Fixed Account* is transferred into an *Indexed Account*. This illustration reflects the non-guaranteed interest rate assumptions that you have requested as summarized in the Basic Illustration Narrative Summary.

* The *Death Benefit* column includes the Estate Preservation Rider face amount in the first four policy years. The rider face amount is \$123,000. See the **Illustrated Riders** section for details.

The Ledger Illustration is not complete and cannot be presented without the Basic Illustration report. The Basic Illustration report begins with a page entitled Basic Illustration Narrative Summary. Please refer to the Basic Illustration Tabular Detail for guaranteed elements and other important information.

A zero in the *Premium Outlay* column does not mean the policy is paid up. Charges will continue to be deducted from the *Accumulated Value* as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Producer:
Sample Producer
1234 Newport Street
Newport Beach, CA 12345

Basic Illustration Narrative Summary

Proposed Insured	Proposed Insured: Leland Stanford Age: 35 Gender: Male Risk Classification: Standard Nonsmoker	Mary Sanford 35 Female Standard Nonsmoker
	The assumed risk classification has a material impact on any illustration. Your actual risk classification will ultimately depend on the outcome of processing the submitted life insurance application and may vary from what is shown on this illustration. If so, you will receive a revised illustration with your life insurance policy.	
Summary Of Proposed Initial Coverage	Total Initial Face Amount: \$100,000 Death Benefit Option: Level Premium Frequency: Annual Illustrated Riders: Estate Preservation Rider	
About This Illustration	This is an illustration only. An illustration is not intended to predict actual performance. Interest rates and values set forth in the illustration are not guaranteed, except for those items clearly labeled as guaranteed.	
	This is a life insurance illustration and not a contract. The illustration is intended to demonstrate the impact of policy charges on the policy cash value and <i>Death Benefit</i> under a set of assumptions. This illustration is not intended to predict actual performance. Please review the illustration and its assumptions. You may request illustrations with different assumptions to better understand how the policy charges affect the policy cash value and <i>Death Benefit</i> . You should consider a periodic review of your coverage with your producer.	
	This illustration assumes you, the applicant, will also be the owner. Key terms are italicized throughout this illustration. Please see the Key Terms section for definitions.	
	Pacific Life Insurance Company is licensed to issue individual life insurance and annuity products in all states except New York. Product availability and features may vary by state.	
How The Policy Works	MVP Indexed UL Survivorship is a survivor universal life insurance policy with an indexed feature. As a universal life policy it has an adjustable <i>Death Benefit</i> and flexible premiums. The indexed feature gives you the opportunity to allocate accumulated value between <i>Indexed Accounts</i> and a <i>Fixed Account</i> .	
	The <i>Death Benefit</i> is paid to the beneficiaries at the last surviving insured's death. Additional benefits may be provided through policy riders. The policy has no maturity date. Beginning at the younger insured's <i>Age</i> 121, the monthly administrative costs, cost of insurance and coverage charges are zero.	
	Flexible premiums allow you to choose the amount and frequency of your premium payments, within limits. When you pay a premium, we subtract a premium load and then allocate the net premium to the <i>Fixed Account</i> , which provides a guaranteed minimum interest crediting rate. You have the option to transfer a portion of the <i>Accumulated Value</i> in the <i>Fixed Account</i> to the <i>Indexed Account</i> , subject to the terms of the policy.	
	Each time you transfer <i>Fixed Account</i> value into the <i>Indexed Account</i> a new <i>Segment</i> is created. <i>Segment Indexed Interest Credits</i> are added to each <i>Segment</i> at the end of the Segment Term using a calculation that is based, in part, on the performance of the S&P 500® Composite Stock Price Index excluding dividends (" <i>S&P 500® Index</i> ") ¹ .	
	Each month, fees and charges are deducted from, and <i>Fixed Account</i> interest and <i>Segment Guaranteed Interest</i> is added to, your policy's <i>Accumulated Value</i> . For more detailed information request the optional Breakout of Life Insurance Policy Charges page.	

¹Standard & Poor's®, 'S&P®', 'S&P 500®', 'Standard & Poor's 500' and '500' are trademarks of The McGraw-Hill Companies, Inc. and have 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.

Assumptions About Non-Guaranteed Elements

In the event of surrender, your policy's *Accumulated Value* may be reduced by a surrender charge. You may take distributions of the *Cash Surrender Value* in the form of *Policy Loans* or *Withdrawals* subject to certain limitations defined in the policy.

The policy includes elements that may be changed at Pacific Life's discretion but cannot be less favorable to you than the policy's guarantees. These are referred to as the policy's "non-guaranteed elements" and include the *Growth Cap*, cost of insurance charges, coverage charges, premium load and interest rates.

This illustration's non-guaranteed values are calculated using current cost of insurance rates, current coverage charges, current premium load and a non-guaranteed interest rate. This illustration assumes that the illustrated non-guaranteed elements will never be changed; however, change is likely to occur and actual results may be more or less favorable than those shown.

This illustration reflects certain assumptions about how you will use the policy's options. Over time, the policy's actual non-guaranteed elements, and perhaps your actual use of the policy's options are likely to vary from the assumptions used in this illustration. For these reasons, actual policy performance will either be more or less favorable than shown in this illustration.

All non-guaranteed elements are subject to change at Pacific Life's discretion at any time for any reason. The illustration assumptions reflected here are not estimates of future values of these elements. Actual results could be more or less favorable.

Death Benefit

The amount that will be paid upon the last surviving insured's death will be based on the then current *Total Face Amount*, and the death benefit option you have elected, less the amount of any outstanding *Policy Debt*. The *Total Face Amount*'s provided through the policy's Basic Coverage and may also be provided through:

- Annual Renewable Term Rider- Last Survivor (ARTR-LS)
- Surrender Value Enhancement Rider- Last Survivor (SVER-L)

In Connecticut, Georgia and Illinois, SVER-L is titled Term Insurance Rider - Last Survivor.

Obtaining *Death Benefits* through a combination of Basic, ARTR-LS or SVER-L Coverage may be more economical than obtaining the same *Death Benefits* through Basic Coverage alone because ARTR-LS and SVER-L Coverage have different current and guaranteed charges than Basic Coverage. The charges are based on various factors including, but not limited to, Age, gender, risk classification, death benefit option and coverage amount.

When deciding whether or not to add ARTR-LS or SVER-L Coverage to your policy there are several factors to consider. These factors include, but are not limited to the following:

- The current cost of ARTR-LS coverage is generally less than the current cost of Basic Coverage, SVER-L Coverage or a combination of Basic and SVER-L Coverage.
- The guaranteed maximum cost of ARTR-LS Coverage is generally greater than the guaranteed maximum cost of Basic Coverage, SVER-L Coverage or a combination of Basic and SVER-L Coverage.
- Basic and SVER-L Coverage have the option to guarantee the current cost of insurance rates for an initial period.
- For the same amount of coverage, combining Basic Coverage with ARTR-LS Coverage may improve the *Accumulated Value*.
- Using a combination of Basic Coverage with SVER-L Coverage will result in higher early year *Cash Surrender Value* than when Basic Coverage is used alone or in combination with ARTR-LS Coverage.
- When combining Basic Coverage with SVER-L Coverage long term *Cash Surrender Value* will be lower than that provided with Basic Coverage only.
- Unlike Basic and SVER-L Coverage, ARTR-LS Coverage is not eligible for the benefits provided by the Accelerated Living Benefits Rider and Conversion Rider. See the **Illustrated Riders** section for more information on these riders.
- Using a combination of Basic Coverage with SVER-L Coverage may result in higher producer compensation than when Basic Coverage is used alone or in combination with ARTR-LS Coverage.

Your producer can provide you with additional illustrations showing the effects of different proportions of Basic, ARTR-LS and SVER-L Coverage to help you make your decision. The following coverage amounts are illustrated.

Basic Coverage		<u>Basic Coverage</u>	
	Amount	Start Year	End Year
	100,000	1	86
Initial Total Face Amount	<u>Coverage Type</u>		<u>Face Amount</u>
	Initial Basic Coverage		\$100,000
	Initial SVER-L Coverage		\$0
	Initial ARTR-LS Coverage		\$0
	Initial <i>Total Face Amount</i>		\$100,000

Death Benefit You may select one of the following death benefit options under your policy:

- Option (A) a level benefit equal to the *Total Face Amount*,
 (B) a benefit equal to the sum of the *Total Face Amount* and the *Accumulated Value*,
 (C) a benefit equal to the sum of the *Total Face Amount* and the total amount of premiums paid (less any *Withdrawals*).

	Option	Start Year	End Year
	Level (A)	1	86

The *Death Benefit* column reflects: 1) any future changes described in the previous tables; 2) the death benefit option; and 3) any additional amounts necessary for the illustrated policy to qualify as life insurance under federal income tax laws.

Premium Illustrated premiums are assumed to be paid at the beginning of each premium payment interval in the amounts and frequencies shown below.

	Premium	Frequency	Annualized Premium	Start Year	End Year
	955.01	Annual	955.01	1	65
	0.00	Annual	0.00	66	86

The actual premium amounts and number of years of premium payments needed to maintain the illustrated policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options. **As with any other deviations from the assumptions of this illustration, if your actual premium payments occur in different amounts or different times than illustrated, the illustrated policy values and benefits may not be achieved and may increase the likelihood that the policy may lapse.**

We reserve the right to require evidence of insurability, acceptable to us, for any premium payments that would result in an immediate increase in the *Death Benefit* that is greater than the increase in *Accumulated Value*.

The annual premium required to guarantee the initial *Total Face Amount* for the duration of the contract exceeds the maximum allowable Guideline Level Premium of \$955.01. For additional information on guideline premiums, please see the Tax Information section of this illustration.

Short-Term No-Lapse Guarantee Feature

Provides that, while the STNLG is in effect (up to the end of the STNLG guarantee period), your policy will not lapse or enter the grace period even if the policy's *Net Accumulated Value* is zero. The STNLG is in effect if the minimum requirements are met, which includes the ongoing payment of the STNLG premium during the guarantee period. If the policy is being maintained solely by the STNLG premium you will be foregoing the advantage of building *Accumulated Value*.

Initial STNLG Premium			
<u>Annually</u>	<u>Semi-Annually</u>	<u>Quarterly</u>	<u>Monthly</u>
614.29	312.11	156.82	52.44

Guarantee Period 10 years from issue

Your STNLG premium requirements will be higher if you take distributions or increase benefits. Any benefit changes illustrated after the first policy year may result in a corresponding change in the STNLG premium. Any benefit changes illustrated after the first policy year are not reflected in the previous table.

If the STNLG has become ineffective, it may be reinstated by paying the catch-up amount. The catch-up amount will be quoted upon request.

Fixed Account Interest Rate

The current declared *Fixed Account* interest rate is 5.35%. The declared *Fixed Account* interest rate in effect when the policy is issued is guaranteed for the first policy year. After the first policy year, non-guaranteed interest credits are based on a declared interest rate. The current *Fixed Account* declared interest rate is set at Pacific Life's discretion and is likely to change, but will never be less than the guaranteed rate of 2.00%. At the end of each policy month, we will credit interest to the portion of the *Accumulated Value* that is allocated to the *Fixed Account*. The rate shown below has been illustrated:

Rate	Start Year	End Year
5.35%	1	86

Transfers to the Indexed Account

There are three Indexed Accounts:

- 1 Year Indexed Account
- 5 Year Indexed Account
- High Par 5 Year Indexed Account (known in the contract as 5 Year Indexed Account 2)

You may make a transfer from the *Fixed Account* to the *Indexed Accounts* on the *Transfer Date*. However, the illustration assumes transfers occur when premiums are paid. Currently, *Transfer Dates* occur at least once per calendar month, but are guaranteed to be available no less than once per calendar quarter.

- Each transfer creates a new *Segment* in the *Indexed Account*
- Transfers from a *Segment* to the *Fixed Account* may only occur *at Segment Maturity*
- Transfers may be automatic or by written request

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*. The illustrated automatic transfer percentages are:

1 Year Indexed Account			5 Year Indexed Account		
Percentage	Start Year	End Year	Percentage	Start Year	End Year
25.00%	1	86	25.00%	1	86
High Par 5 Year Indexed Account					
Percentage	Start Year	End Year			
25.00%	1	86			

Lockout Period If a deduction from an *Indexed Account* occurs as a result of a *Policy Loan* or *Withdrawal* that is not part of the Automated Income Option (AIO), then no transfers from the *Fixed Account* into the *Indexed Accounts* will be allowed for 12 months following the date of the deduction. This 12 month period is called the lockout period. Based on the assumptions used in this illustration, a lockout has not occurred.

Segments

Each *Segment* in the *Indexed Accounts*:

- Has *Segment Indexed Interest Credits* applied to a *Segment's* value only at *Segment Maturity*
- Is guaranteed not to credit less than the *Segment Guaranteed Interest Rate*

Segment Guaranteed Interest Credit Each *Segment* may earn a *Segment Guaranteed Interest Credit* which is credited monthly based on the *Segment Guaranteed Interest Rate*. The *Segment Guaranteed Interest Rate* is:

1 Year Indexed Account	5 Year Indexed Account	High Par 5 Year Indexed Account
0.00%	1.00%	0.00%

Segment Indexed Interest Rate Each *Segment* may earn a *Segment Indexed Interest Credit* which is calculated at *Segment Maturity* based on the:

- 1) *Segment Growth Rate*

- 2) *Participation Rate*
- 3) *Segment* value prior to the application of the *Segment Indexed Interest Credits*

The non-guaranteed *Segment Growth Rate* is based on the percentage change in the *S&P 500® Index*, the current *Growth Cap* and the current *Participation Rate*.

	Segment Term Growth Cap		Participation Rate	
	<u>Guaranteed</u>	<u>Current</u>	<u>Guaranteed</u>	<u>Current</u>
1 Year Indexed Account	3%	12%	100%	100%
5 Year Indexed Account	15%	none	100%	100%
High Par 5 Year Indexed Account	15%	none	105%	110%

Although this illustration reflects the assumption that *Segment Indexed Interest Credits* are credited on the day before the Segment Maturity. *Segment Indexed Interest Credits* will actually be credited at *Segment Maturity*. Annual and quarterly policy reports will first reflect increases in *Segment* value in the year *Segment Indexed Interest Credits* are actually earned.

Illustrated Crediting Rates The illustrated *Indexed Account* crediting rate includes the *Segment Guaranteed Interest Credit* and the *Segment Indexed Interest Credit*. The maximum hypothetical annual *Indexed Account* crediting rate that you may select for this illustration is 8.00% for the 1 Year Indexed Account, 9.50% for the 5 Year Indexed Account, and 10.00% for the High Par 5 Year Indexed Account.

For reference, a sample *S&P 500® Index* historical average annual return was 9.60%. This value was calculated by averaging the results over 240 twenty-year accumulation periods, one ending each month from 1/15/1989 through 12/15/2008. Using the historical returns along with the current *Growth Cap*, *Participation Rate* and *Segment Guaranteed Interest Rate*, the corresponding average annual Indexed Account Crediting Rates would be :

Annual Hypothetical Indexed Account Crediting Rate with Current Growth Cap and Current Participation Rate		
<u>1 Year Indexed Account</u>	<u>5 Year Indexed Account</u>	<u>High Par 5 Year Indexed Account</u>
7.51%	9.15%	9.74%

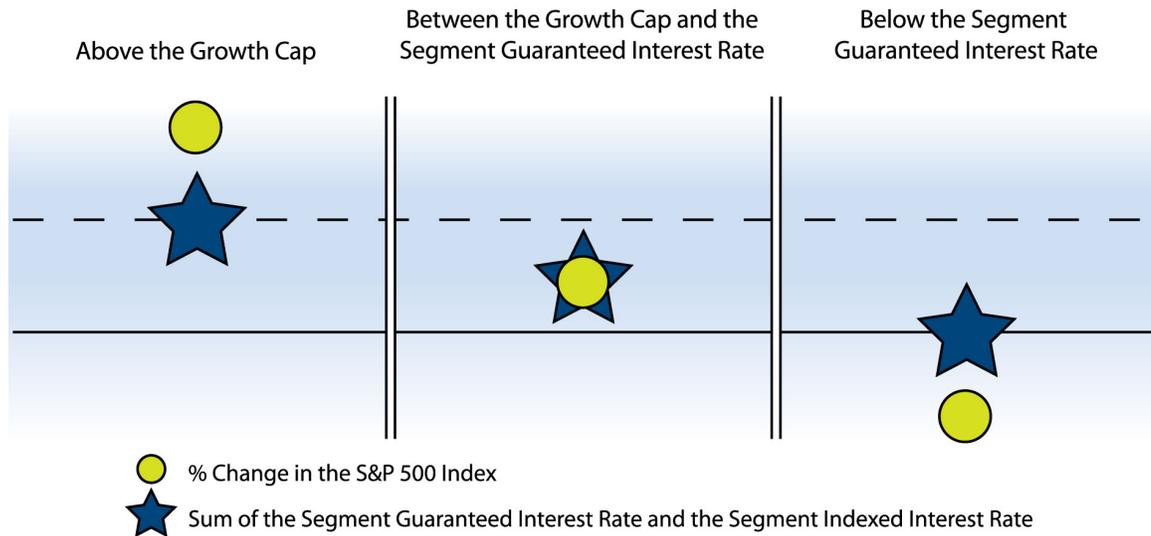
A number of different reasonable methods may be used to calculate the *S&P 500® Index's* historical average, and each such method will result in a different historical average. The historical performance of the *S&P 500® Index* is not intended as an indication of its future performance and is not guaranteed. Note that MVP Indexed UL Survivorship was not available for at least part of the historical period analyzed above. The actual historical growth cap, participation rate and segment guaranteed interest rate of an indexed life insurance product existing over the period analyzed might have been higher or lower than assumed, and likely would have fluctuated with market conditions, subject to product guarantees.

For this illustration, you have selected a hypothetical annual *Indexed Account* crediting rate of:

<u>1 Year Indexed Account</u>			<u>5 Year Indexed Account</u>		
Rate	Start Year	End Year	Rate	Start Year	End Year
7.50%	1	86	9.00%	1	86
<u>High Par 5 Year Indexed Account</u>					
Rate	Start Year	End Year			
9.50%	1	86			

Each *Indexed Account* has been projected at its own rate and the results have been combined with the *Fixed Account* in this illustration. Actual policy performance will be either more or less favorable than shown. Please consult with your independent advisors to obtain whatever advice you deem necessary and appropriate in selecting hypothetical *Indexed Account* crediting rates.

How it Works The following graph is a demonstration of how the *Segment Growth Rate* is affected by the performance of the *S&P 500® Index*, a *Growth Cap* and a *Segment Guaranteed Interest Rate* assuming a *Participation Rate* of 100%.



Segment Maturity At *Segment Maturity*, we calculate and apply any *Segment Indexed Interest Credits*, resulting in the Segment Maturity Value. This Segment Maturity Value will be transferred into any of the accounts, according to your instructions. If no instructions are provided, the Segment Maturity Value will create a new Segment in the same account. This illustration reflects the assumption that the *Segment Maturity* transfer creates a new *Segment* in the same account.

Accumulated Value *Accumulated Value* is the net premiums (premium minus premium load) less cost of insurance and other charges accumulated at interest. The *Net Accumulated Value* is allocated to the *Fixed Account* and the *Indexed Accounts*. The *Accumulated Value* is subject to several monthly charges: cost of insurance charges, administrative charges, coverage charges, and deductions for optional insurance benefits, if present.

All charges and *Policy Loans* and *Withdrawals* will be deducted from the *Fixed Account* until it is depleted. Further deductions will be made from the *Index Accounts*. If the total *Net Accumulated Value* is not sufficient to cover the monthly charges, you will need to pay additional premium at that time to keep the policy in force unless your Short Term No-Lapse Guarantee is in effect.

Cash Surrender Value The *Cash Surrender Value* is the *Accumulated Value* minus the surrender charge. The *Net Cash Surrender Value* is the amount available upon surrender and the amount available for *Policy Loans* and *Withdrawals*. The surrender charge is determined by the insured's *Age* and risk classification, the death benefit option selected, the initial Basic Coverage Face Amount, and any Basic Coverage face amount increases. The surrender charge reaches zero 120 policy months after the issue date or the last increase in Basic Coverage face amount.

Available Riders The following riders may be available with your policy at an additional cost provided the eligibility criteria are met. Your producer can provide you with additional illustrations that include one or more of these riders so that you can evaluate the impacts such riders have on policy values. Rider features and availability may vary by state.

Rider Name (Form Series)

Accelerated Living Benefits Rider (R06ALB)	Estate Preservation Rider (R07EPR)
ARTR - Individual (R09ARI)	Medium Duration No Lapse Guarantee (R03FNL)
Conversion Rider (R06CON)	Policy Split Option Rider (R03PSO)
Enhanced Policy Split Option Rider (R03ESO)	

Illustrated Riders The benefits and costs of the riders listed below are reflected in this illustration. A brief description of the requested riders follows. Unless otherwise noted, costs are deducted monthly from the *Accumulated Value*.

Estate Preservation Rider Provides additional death benefit coverage up to 123% of the initial Total Face Amount to assist you in your estate planning needs. The additional coverage is subject to certain age, risk classifications and amount limits and is payable in the event that both insureds die in the first four policy years. The illustrated rider face amount is \$123,000. This rider is provided at no additional cost and will be automatically added to your policy unless you specifically decline it in the application. (Form Series R07EPR)

Other Riders The following riders are automatically included in your policy, but have not been illustrated. See the individual rider descriptions for more information.

Accelerated Living Benefit Rider Gives you access to a portion of the policy's basic coverage face amount if the person insured by the policy has been diagnosed with a terminal illness resulting in a life expectancy of twelve months or less. In some states, the rider's benefit will be available even if the insured's life expectancy is longer than twelve months. Benefits are subject to state requirements, may be subject to taxation and may impact eligibility for Medicaid or other government benefits. Please refer to the Accelerated Living Benefit Rider Disclosure Statement and consult your legal and tax advisor for more information. This rider is provided at no additional cost. (Form Series R06ALB)

Conversion Rider Anytime during the 8th policy year, while this policy is in-force, you may convert your MVP Indexed UL Survivorship policy for a Pacific Life permanent life insurance policy that we make available for such conversions at that time. The *Face Amount* of the new policy equals the current Basic Coverage plus any SVER-L Coverage for your MVP Indexed UL Survivorship policy. No evidence of insurability is required for the conversion. This conversion right is subject to state availability. This rider is provided at no additional cost. (Form Series R06CON)

Tax Information This material is not intended or written by Pacific Life to be used, and it cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer. This material is written to support the promotion or marketing of the transaction(s) or matter(s) addressed by this material. Any taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Although the information contained in this illustration is based on our understanding of the Internal Revenue Code (IRC) and on certain tax and legal assumptions, it is not intended to be tax or legal advice. Such advice should be obtained from your own counsel or other tax advisor. Tax laws or interpretations of tax laws can change. This may cause the performance and underlying tax assumptions of this policy, including any riders, to be different than illustrated. For example, tax law changes may result in distributions that are more or less than illustrated. In some cases, these changes could result in a decrease in policy values or lapse. You should request an inforce illustration from your producer periodically so that you can to monitor your policy's performance in light of any tax law changes.

Tax Rate The following tax rates you provided have been used to estimate your taxes, if any, due to a distribution:

Rate	Start Year	End Year
31.00%	1	86

Death Proceeds For federal income tax purposes, life insurance death benefits generally pay income tax-free to beneficiaries pursuant to IRC Sec. 101(a)(1). In certain situations, however, life insurance death benefits may be partially or wholly taxable. Situations include, but are not limited to: the transfer of a life insurance policy for valuable consideration unless the transfer qualifies for an exception under IRC Sec. 101(a)(2) (i.e. the "transfer- for- value rule"); arrangements that lack an insurable interest based on state law; and an employer-owned policy unless the policy qualifies for an exception under IRC Sec. 101 (j).

Guideline Premium Test A life insurance policy will qualify as life insurance under IRC Section 7702 if it meets one of two alternative tests. This illustration uses the Guideline Premium Test which requires that the sum of premiums paid reduced by non-taxable *Withdrawals* at any time does not exceed the greater of the guideline single premium or the sum of the guideline level premiums at such time, and the *Death Benefit* payable under the policy at any time is at least equal to an applicable percentage of the *Accumulated Value* (the "cash value corridor test"). Guidelines are calculated at issue, but must be recalculated upon certain changes in the terms or benefits of the policy. Failure to qualify as life insurance will have adverse tax consequences.

Modified Endowment Contract (MEC) As defined in IRC Section 7702A, a life insurance policy becomes a Modified Endowment Contract (MEC) if the cumulative premium payments (less nontaxable *Withdrawals*) exceed, at any time during that Seven-Pay-Test Period, the cumulative total of the Seven-Pay Premiums in that Period (the 7-pay test). The Seven-Pay-Test Period starts when a policy is issued and runs for seven years, but it will start over and run for seven more years if there is a *Material Change* in the terms or benefits of the policy. Any time the Seven-Pay-Test Period starts over, a new Seven-Pay Premium is determined and cumulative premiums are measured from that point forward against the new cumulative limit.

Generally, once a policy is a MEC, it is always a MEC. However, if premiums in excess of the Seven-Pay Premium limit are paid, the MEC status can be avoided if such premium payments, plus interest (which is taxable), are returned to you

within 60 days after the end of the 'measuring year' in which the premium payment was made.

Note that if the benefits of a policy are reduced, the policy may be subject to "re-testing" with lower Seven-Pay Premium limits based on the reduced benefits. Such "re-testing" of prior premiums can cause a policy to become a MEC. Before you reduce your policy benefits, you should confirm with us whether your policy would become a MEC.

MEC Status Based on our understanding of the Internal Revenue Code a policy issued and maintained consistent with the assumptions in this illustration would not be a MEC at issue or become one thereafter.

Whether your policy might actually become a MEC depends on the timing and amounts of premium payments and Withdrawals, the policy's non-guaranteed elements, your actual use of the policy's options, and any policy changes made pursuant to your request.

Taxable Income Lapses or Surrenders With an Outstanding *Policy Loan*:

If a life insurance *Policy Loan* is still outstanding when a policy is surrendered or lapses, the *Policy Loan* is automatically repaid from policy values. This will result in taxable income to the extent the Net *Cash Surrender Value* plus the amount of the repaid loan exceeds the cost basis of the policy. This potential tax is not reflected in any tax calculation(s) included in this illustration.

Assuming the life insurance policy is not a MEC:

1. *Withdrawals* (and other distributions) are taxed under the "cost recovery rule" and are generally taxable only to the extent the *Withdrawal* exceeds the cost basis of the policy. Policy cost basis generally equals the gross premiums paid less prior untaxed *Withdrawals*.
2. However, *Withdrawals* in the first 15 policy years may be taxable in part or in full under IRC 7702(f)(7)(B) if they occur in connection with a reduction in benefits.
3. Further, when such a reduction in benefits has occurred during the first 15 policy years, it is possible that earlier *Withdrawals* (within the two years prior to the reduction in benefits) may be similarly taxable. This illustration does not reflect this "two years prior" taxation.
4. After 15 policy years, *Withdrawals* up to policy cost basis are not taxable.

If the life insurance policy is a MEC:

1. Distributions from a MEC, including *Withdrawals*, *Policy Loans*, and certain assignments, are taxed to the extent there is a gain in the policy (the excess of the cash value, not reduced by *Policy Loans*, over the cost basis, premiums paid less any *Withdrawals*) and may be subject to additional penalties.
2. Further, distributions taken from a policy during the two years prior to the policy becoming a MEC will be subject to MEC rules in the year the policy became a MEC and may become taxable at that time. This illustration does not reflect this "two years prior" taxation.

Initial Premium Limits Summary	Seven-Pay Premium \$2,195.75	Guideline Single Premium \$11,176.26	Guideline Level Premium \$955.01
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When the *Death Benefit* is greater than the *Face Amount* due to *Accumulated Value* growth, payment of additional premium will be subject to approval.

Future Action Required This illustration does not reflect any future changes that require a written request. However, if you want to make changes to your policy, you must request the change in writing.

Key Terms

Accumulated Value The sum of premiums paid less all loads and expense charges, *Monthly Deductions*, and *Withdrawals* plus credited or accrued interest since the *Policy Effective Date*.

Age The insured's age on the birthday nearest the beginning of the policy year shown.

BOY Beginning of the illustrated policy year.

Cash Surrender Value The *Accumulated Value* minus any applicable surrender charge.

Death Benefit The amount payable upon your death. The Death Benefit is always reduced by any *Policy Debt* and increased by any applicable rider benefits.

EOY End of the illustrated policy year.

Fixed Account An account that is part of Pacific Life's general account to which all or a portion of net premiums may be allocated for accumulation at a fixed rate of interest (which may not be less than 2.00%) declared by Pacific Life.

Growth Cap A factor used in calculating the *Index Credit* for each *Segment* and is a limit on the amount of the *S&P 500® Index* growth in the *Segment Term* that will be used in calculating the *Segments Index Credit*. For each *Segment*, the Growth Cap for a specific *Segment Term* is the Growth Cap in effect at the beginning of that *Segment Term*.

"Guaranteed" Columns Reflect maximum policy charges and guaranteed interest.

"Illustrated" Columns Reflect the assumptions about non-guaranteed elements which are described throughout the illustration.

Indexed Account The portion of the policy's *Accumulated Value* that earns *Index Credits* based on the percentage change in value of an index, subject to a *Segment Guaranteed Interest Rate* and the *Growth Cap*. The Indexed Account consists of *Indexed Account Segments*.

"Intermediate" Columns Reflect non-guaranteed elements, including charges and credits at rates that are halfway between the rates used in the "guaranteed" and "illustrated" columns.

Material Change IRC 7702A describes the 7-Pay Test and also provides that a Material Change will cause the 7-Pay Test period to start over. A Material Change may occur when there is an increase in benefits, depending upon the amount of cumulative premiums paid into the policy at that time. In addition, a Material Change will occur if certain policy guarantees change (e.g. a change in rating class.)

Minimum Growth Cap The 1 Year Indexed Account *Growth Cap* is guaranteed to never be less than 3.00% . The 5 Year Indexed Account and High Par 5 Year Indexed Account *Growth Cap* is guaranteed never to be less than 15% over a *Segment Term*.

Monthly Deductions On the monthly *Policy Date*, a charge called the monthly deduction is taken from the policy's *Accumulated Value*.

Net Accumulated Value *Accumulated Value* less *Policy Debt*.

Net Cash Surrender Value *Cash Surrender Value* less *Policy Debt*.

Net Outlay The premium paid minus any *Policy Loans* or *Withdrawals* plus any illustrated estimated tax and loan interest paid in cash.

Participation Rate The percentage of the *Segment Growth Rate* that will be recognized in the calculation of the *Segment Indexed Interest Credit* for a *Segment*. The Participation Rate is guaranteed to be at least 100%.

Policy Debt The sum of all outstanding *Policy Loans* plus accrued loan interest.

Policy Loan The loan amount taken in cash from a policy. A negative amount indicates a loan repayment. Does not include loans taken to pay loan interest.

Premium Outlay The sum of the premium payments you plan to make each year.

S&P 500® Index The Standard & Poor's 500® Composite Stock Price Index is composed of 500 common stocks representing major U.S. industry sectors. *Segment Indexed Interest Credits* are added to each *Segment* at the *Segment Maturity* using a calculation that is based, in part, on the performance of the S&P 500® Composite Stock Price Index, excluding dividends.

Segment Each time a transfer is made to the *Indexed Account*, a Segment ("Indexed Account Segment") is created. Each Segment has its own *Growth Cap*, *Segment Guaranteed Interest Rate* and *Segment Term*.

Segment Growth Rate Based upon the percentage change in the *S&P 500® Index*. The Segment Growth Rate will not be higher than the *Growth Cap* and will not be lower than the *Segment Guaranteed Interest Rate*.

Segment Indexed Interest Credit The Segment Indexed Interest Credit on the *Segment* is calculated at the *Segment Maturity* using the *Participation Rate*, the *Segment Growth Rate* and the value of the *Segment* as of the *Segment Maturity*.

Segment Maturity The end of the *Segment Term*. At *Segment Maturity*, we calculate and apply any *Segment Indexed Interest Credits*, resulting in the Segment Maturity Value. This Segment Maturity Value will be transferred into any of the accounts, according to your instructions. If no instructions are provided, the Segment Maturity Value will create a new *Segment* in the same account.

Segment Term The total length of time that the value can be allocated to the *Indexed Account*. The Segment Term begins on the day the *Segment* is created and ends at *Segment Maturity*. For example, the 1 Year Indexed Account would end one year from the date the segment is created and the 5 Year Indexed Account would end five years from the date the segment is created.

Total Face Amount Basic Coverage plus any SVER-L or ARTR-LS Coverage covering the insured.

Transfer Date These are the dates as of which transfers between the *Fixed Account* and the *Indexed Account* may occur.

Withdrawal A Withdrawal of a portion of the *Net Cash Surrender Value*.

Other Information

The policy or the *Indexed Account* does not actually participate in the stock market or the *S&P 500® Index*. Historical performance of the *S&P 500® Index* should not be considered a representation of past or future performance. Future performance of the *Indexed Account* under this life insurance policy may be greater or less than the earnings shown for the *S&P 500® Index*.

The sale or liquidation of any stock, bond, individual retirement account (IRA), certificate of deposit (CD), mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early *Withdrawal* penalties, or other costs or penalties as a result of the sale or liquidation. You may wish to consult independent legal or financial advice before selling or liquidating any assets, prior to the purchase of the life insurance product being solicited.

Basic Illustration Numeric Summary

Yr	Age	Cumulative Premium Outlay	Guaranteed (EOY) Varying Rate		Non-Guaranteed (EOY)			
			Cash Surrender Value	Death Benefit	Intermediate		Illustrated Varying Rate	
					Cash Surrender Value	Death Benefit	Cash Surrender Value	Death Benefit
5	39/39	4,775	1,264	100,000	1,388	100,000	1,532	100,000
10	44/44	9,550	3,116	100,000	3,824	100,000	4,732	100,000
20	54/54	19,100	6,959	100,000	13,029	100,000	22,723	100,000
30	64/64	28,650	9,375	100,000	26,689	100,000	64,491	100,000
35	69/69	33,425	9,049	100,000	35,612	100,000	103,268	119,791

This illustration assumes that a portion of the *Accumulated Value* in the *Fixed Account* is transferred into an *Indexed Account*. This illustration reflects the guaranteed and non-guaranteed interest rate assumptions that you have requested as summarized in the Basic Illustration Narrative Summary.

Insurance coverage will cease in year 44 based on guaranteed assumptions. Insurance coverage would remain in force at least through year 85 (Age 120) based on intermediate and illustrated assumptions.

I have received and read a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be higher or lower. The producer has told me that they are not guaranteed. I understand this is an illustration and not a contract. For full policy details, I will refer to the contract.

Historical performance of the S&P 500® (excluding dividends) should not be considered a representation of past or future performance of the Indexed Accounts under this life insurance policy. Actual Segment Indexed Interest Credits will vary from year to year depending on the S&P 500® Index (excluding dividends), Growth Cap and Participation Rate.

APPLICANT'S SIGNATURE

DATE

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed elements are subject to change. I have made no statements that are inconsistent with this illustration nor have I made any promises about the expected future *Index Credits* of this contract.

PRODUCER'S SIGNATURE
PL PRODUCER#

DATE

Proposed Insured #1: Leland Stanford
Male, Age 35
Standard Nonsmoker
Proposed Insured #2: Mary Sanford
Female, Age 35
Standard Nonsmoker

Death Benefit Option = Level
Total Face Amount = \$100,000
Premium Frequency = Annual

Producer:
Sample Producer
1234 Newport Street
Newport Beach, CA 12345

Basic Illustration Tabular Detail

Yr	Age	Guaranteed Values (EOY) @ Varying Rate				Non-Guaranteed Values (EOY) @ Varying Rate			
		Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	*Death Benefit (4)	Accumulated Value (5)	Cash Surrender Value (6)	*Death Benefit (7)	
1	35/35	955	309	0	223,000	327	0	223,000	
2	36/36	955	618	160	223,000	656	197	223,000	
3	37/37	955	928	527	223,000	985	584	223,000	
4	38/38	955	1,239	895	223,000	1,315	972	223,000	
5	39/39	955	1,550	1,264	100,000	1,818	1,532	100,000	
6	40/40	955	1,862	1,633	100,000	2,336	2,107	100,000	
7	41/41	955	2,175	2,003	100,000	2,864	2,692	100,000	
8	42/42	955	2,488	2,373	100,000	3,402	3,287	100,000	
9	43/43	955	2,802	2,744	100,000	3,947	3,890	100,000	
10	44/44	955	3,116	3,116	100,000	4,732	4,732	100,000	
Total		9,550							
11	45/45	955	3,506	3,506	100,000	6,000	6,000	100,000	
12	46/46	955	3,897	3,897	100,000	7,311	7,311	100,000	
13	47/47	955	4,286	4,286	100,000	8,668	8,668	100,000	
14	48/48	955	4,675	4,675	100,000	10,078	10,078	100,000	
15	49/49	955	5,063	5,063	100,000	11,905	11,905	100,000	
16	50/50	955	5,450	5,450	100,000	13,798	13,798	100,000	
17	51/51	955	5,833	5,833	100,000	15,762	15,762	100,000	
18	52/52	955	6,214	6,214	100,000	17,806	17,806	100,000	
19	53/53	955	6,589	6,589	100,000	19,936	19,936	100,000	
20	54/54	955	6,959	6,959	100,000	22,723	22,723	100,000	
Total		19,100							
21	55/55	955	7,280	7,280	100,000	25,611	25,611	100,000	
22	56/56	955	7,590	7,590	100,000	28,608	28,608	100,000	
23	57/57	955	7,888	7,888	100,000	31,723	31,723	100,000	
24	58/58	955	8,173	8,173	100,000	34,966	34,966	100,000	
25	59/59	955	8,440	8,440	100,000	39,234	39,234	100,000	
26	60/60	955	8,688	8,688	100,000	43,652	43,652	100,000	
27	61/61	955	8,911	8,911	100,000	48,233	48,233	100,000	
28	62/62	955	9,104	9,104	100,000	52,990	52,990	100,000	
29	63/63	955	9,261	9,261	100,000	57,939	57,939	100,000	
30	64/64	955	9,375	9,375	100,000	64,491	64,491	100,000	
Total		28,650							

A zero in the *Premium Outlay* column does not mean the policy is paid up. Charges will continue to be deducted from the *Accumulated Value* as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Basic Illustration Tabular Detail

Yr	Age	Guaranteed Values (EOY) @ Varying Rate				Non-Guaranteed Values (EOY) @ Varying Rate			
		Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	*Death Benefit (4)	Accumulated Value (5)	Cash Surrender Value (6)	*Death Benefit (7)	
31	65/65	955	9,441	9,441	100,000	71,269	71,269	100,000	
32	66/66	955	9,451	9,451	100,000	78,295	78,295	100,000	
33	67/67	955	9,396	9,396	100,000	85,590	85,590	100,997	
34	68/68	955	9,265	9,265	100,000	93,179	93,179	109,019	
35	69/69	955	9,049	9,049	100,000	103,268	103,268	119,791	
36	70/70	955	8,729	8,729	100,000	113,692	113,692	130,745	
37	71/71	955	8,287	8,287	100,000	124,478	124,478	140,660	
38	72/72	955	7,698	7,698	100,000	135,659	135,659	150,582	
39	73/73	955	6,939	6,939	100,000	147,270	147,270	160,524	
40	74/74	955	5,983	5,983	100,000	162,796	162,796	174,192	
Total		38,200							
41	75/75	955	4,793	4,793	100,000	178,833	178,833	187,775	
42	76/76	955	3,328	3,328	100,000	195,408	195,408	205,179	
43	77/77	955	1,531	1,531	100,000	212,563	212,563	223,192	
44	78/78	955	0	0	0	230,344	230,344	241,862	
45	79/79	955	0	0	0	254,219	254,219	266,930	
46	80/80	955	0	0	0	278,813	278,813	292,754	
47	81/81	955	0	0	0	304,178	304,178	319,387	
48	82/82	955	0	0	0	330,370	330,370	346,888	
49	83/83	955	0	0	0	357,452	357,452	375,325	
50	84/84	955	0	0	0	394,010	394,010	413,711	
Total		47,751							
51	85/85	955	0	0	0	431,572	431,572	453,151	
52	86/86	955	0	0	0	470,199	470,199	493,709	
53	87/87	955	0	0	0	509,957	509,957	535,455	
54	88/88	955	0	0	0	550,915	550,915	578,461	
55	89/89	955	0	0	0	606,547	606,547	636,874	
56	90/90	955	0	0	0	663,487	663,487	696,661	
57	91/91	955	0	0	0	722,213	722,213	751,102	
58	92/92	955	0	0	0	783,104	783,104	806,597	
59	93/93	955	0	0	0	846,452	846,452	863,381	
60	94/94	955	0	0	0	933,656	933,656	942,993	
Total		57,301							

A zero in the *Premium Outlay* column does not mean the policy is paid up. Charges will continue to be deducted from the *Accumulated Value* as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Basic Illustration Tabular Detail

Yr	Age	Guaranteed Values (EOY) @ Varying Rate				Non-Guaranteed Values (EOY) @ Varying Rate			
		Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	*Death Benefit (4)	Accumulated Value (5)	Cash Surrender Value (6)	*Death Benefit (7)	
61	95/95	955	0	0	0	1,023,319	1,023,319	1,033,552	
62	96/96	955	0	0	0	1,115,642	1,115,642	1,126,798	
63	97/97	955	0	0	0	1,210,857	1,210,857	1,222,966	
64	98/98	955	0	0	0	1,309,220	1,309,220	1,322,313	
65	99/99	955	0	0	0	1,444,156	1,444,156	1,458,597	
66	100/100	0	0	0	0	1,581,860	1,581,860	1,597,679	
67	101/101	0	0	0	0	1,723,528	1,723,528	1,740,763	
68	102/102	0	0	0	0	1,869,504	1,869,504	1,888,199	
69	103/103	0	0	0	0	2,020,172	2,020,172	2,040,373	
70	104/104	0	0	0	0	2,227,826	2,227,826	2,250,104	
Total		62,076							
71	105/105	0	0	0	0	2,440,984	2,440,984	2,465,394	
72	106/106	0	0	0	0	2,660,104	2,660,104	2,686,705	
73	107/107	0	0	0	0	2,885,707	2,885,707	2,914,564	
74	108/108	0	0	0	0	3,118,374	3,118,374	3,149,557	
75	109/109	0	0	0	0	3,440,329	3,440,329	3,474,732	
76	110/110	0	0	0	0	3,770,570	3,770,570	3,808,276	
77	111/111	0	0	0	0	4,109,788	4,109,788	4,150,886	
78	112/112	0	0	0	0	4,458,773	4,458,773	4,503,361	
79	113/113	0	0	0	0	4,818,400	4,818,400	4,866,584	
80	114/114	0	0	0	0	5,317,962	5,317,962	5,371,142	
Total		62,076							
81	115/115	0	0	0	0	5,830,012	5,830,012	5,888,312	
82	116/116	0	0	0	0	6,355,592	6,355,592	6,419,147	
83	117/117	0	0	0	0	6,895,896	6,895,896	6,964,855	
84	118/118	0	0	0	0	7,452,250	7,452,250	7,526,772	
85	119/119	0	0	0	0	8,227,966	8,227,966	8,310,245	
86	120/120	0	0	0	0	9,022,516	9,022,516	9,112,741	
Total		62,076							

* The *Death Benefit* column includes the Estate Preservation Rider face amount in the first four policy years. The rider face amount is 123,000. See the **Illustrated Riders** section for details.

This illustration assumes that a portion of the *Accumulated Value* in the *Fixed Account* is transferred into an *Indexed Account*. This illustration reflects the guaranteed and non-guaranteed interest rate assumptions that you have requested as summarized in the Basic Illustration Narrative Summary.

Insurance coverage will cease in year 44 based on guaranteed assumptions. Insurance coverage would remain in force at least through year 86 (Age 120) based on illustrated assumptions.

A zero in the *Premium Outlay* column does not mean the policy is paid up. Charges will continue to be deducted from the *Accumulated Value* as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.



PACIFIC LIFE

PACIFIC LIFE INSURANCE COMPANY Actuarial Certification of Compliance Regarding Life Insurance Illustrations for

POLICY FORM P09IEM

I, Michael L. Beeson, am a member in good standing of the American Academy of Actuaries. I am an employee of Pacific Life Insurance Company ("Pacific Life") and have been appointed by the Board of Directors of Pacific Life to perform the duties of Illustration Actuary for Pacific Life for plans of insurance subject to applicable Life Insurance Illustration regulations or laws ("the Regulation"). A copy of the Board resolution documenting my appointment, along with the Corporate Secretary's certification of such resolution, effective June 19, 2007, is attached. I meet the requirements of the American Academy of Actuaries and of the regulation for making this certification. I am familiar with the Regulation and with the applicable Actuarial Standard of Practice (ASOP #24) promulgated by the Actuarial Standards Board. Defined terms used herein have the same meanings as in the Regulation.

This certification covers the life insurance policy form referenced above ("plan"), which will be marketed with illustrations. In the course of carrying out my duties I have received and reviewed information from responsible Pacific Life employees regarding the company's recent historical experience and other developments. I have applied presently accepted standards of actuarial practice, including ASOP #24, to such information in order to develop experience assumptions appropriate for the purpose of forming an opinion regarding the compliance of illustrated scales of nonguaranteed elements with the Regulation. Using such assumptions, I have conducted the required tests of the currently illustrated scale for this plan as prescribed by the Regulation and ASOP #24.

Based on the foregoing and subject to the reliance described in the following paragraph, the scale of nonguaranteed elements used in Pacific Life's authorized illustrations of this plan complies with the requirements of the Regulation. In addition, the disciplined current scale for this plan complies with ASOP #24.

In connection with making this certification I have received and relied on various reports and data from responsible Pacific Life employees relating to mortality experience and assumptions, investment experience, expense allocations and other matters. I have not independently confirmed the accuracy of such reports and data; however, I have evaluated them for reasonableness and

consistency and for appropriateness as a basis for assumptions underlying this certification. In the time elapsed from the end of the respective observation periods for the supporting data and analyses to the date of this certification, I have not been advised of, nor have I observed, any significant matters that would prevent me from making this certification.

This certification accompanies the initial filing of the referenced plan. It will be updated as a part of the annual certification process required by the Regulation.

This certification may be relied upon only by state insurance regulators and Pacific Life's Board of Directors for the purpose of determining Pacific Life's compliance with the Regulation.



Signature of Illustration Actuary

16 July, 2009

Date

Michael L. Beeson, FSA, MAAA
Director, Life Modeling
Pacific Life Insurance Co.
45 Enterprise
Aliso Viejo, CA 92656-2601



Life Insurance Operations Center
P.O. Box 2030, Omaha, NE 68103-2030

January 15, 2006 - January 15, 2007

Questions about this Policy?

Please call your Producer.

MR. PRODUCER **555-555-1234**
 Client Services: 800-347-7787
 Automated Voice Response: 800-800-7681
 Website: **www.PacificLife.com**

Benefits and Values Summary

As of 01/15/2007

Face Amount	\$100,000.00
Additional Death Benefit	0.00
Total Death Benefit	\$100,000.00
Death Benefit Option	Level Death Benefit
Accumulated Value	\$1,275.12
Surrender Charge	\$736.80
Net Cash Surrender Value	\$538.32

Policy Information

Policy Number **VF99999990**
 List Bill Number
 Policy Date 01/15/2005
 Policy Type **MVP Indexed UL Survivorship**
 Policyowner Leland Stanford
 Insured Leland Stanford
 Joint Insured **Mary Stanford**
 For Additional Policyowners listed on the policy, see *Additional Individuals/Entities* section.

Based on **guaranteed** assumptions, this policy will lapse prior to the next anniversary, unless additional premiums are paid. However, the **current** policy assumptions may enable your policy to continue beyond the next anniversary. See the *Premium Information* section for further detail.

<i>Account</i>	<i>Value as of 01/14/2007</i>	<i>% of Your Accumulated Value</i>
1 Year Indexed Account	\$17.60	1.38%
5 Year Indexed Account	\$1,257.52	98.62%
Total of Accounts	\$1,275.12	100.00%

Summary of Activity

Fixed and Indexed Accounts

	Annual 01/15/06 - 01/15/07
Accumulated Value at the start of period	\$739.70
Additions	
Premium Payments	
Premium Received	\$1,303.99
Less Premium Load	\$86.06
Net Premium Applied	<u>1,217.93</u>
Interest Credit on Fixed Account	\$0.00
Segment Guaranteed Interest Credit*	\$14.79
Interest Credit on Loaned Account	\$0.00
Segment Indexed Interest Credit†	\$17.60
Total Additions	\$1,250.32
Subtractions	
Sum of Monthly Deductions	-\$514.89
Withdrawals	-\$200.00
Other Deductions	-\$0.00
Total Subtractions	-\$714.89
Policy Value Adjustment	\$0.00
Accumulated Value as of 01/15/2007	-\$1275.12

*Segment Guaranteed Interest Credit, if applicable, is credited on a daily basis to each Segment from the Segment Date to Segment Maturity using the Segment Guaranteed Interest Rate described in your policy specifications.

† Segment Indexed Interest Credit is calculated, as described in the Policy Specifications, and credited to the Segment at Segment Maturity. See *Indexed Account Information* section for more information.

Premium Information

Planned quarterly premium amount for next year	\$300.00
Planned annual premium amount for next year	\$1,200.00
Premiums paid since issue	\$400.00

Projected lapse dates

Based on guaranteed interest, mortality and expense assumptions	10/09/2007
Based on current interest, mortality and expense assumptions*	10/09/2007
*Minimum premium required to keep policy inforce until 06/09/2008	\$274.00
Guideline Level Premium amount for next policy year	\$1,769.42
Guideline Single Premium amount	\$7,397.36

Projected lapse dates assume: (1) no further premium payments, (2) current and guaranteed interest assumptions apply to the Fixed Account, (3) for Segments maturing in the next policy year, the Indexed Account assumes the greater of a) Segment value as of statement end date, projected to next policy anniversary, using a zero rate of return; or b) Segment value as of the Segment Creation Date plus the cumulative guaranteed interest rate (4) for Segments not maturing in the next policy year, a zero rate of return is assumed.

Coverage Information

What makes up your Face Amount

<i>Name of Coverage/Riders</i>	<i>Person Covered</i>	<i>Amount</i>	<i>End Date</i>
Basic Coverage	Leland Stanford Mary Stanford	\$272,502.00	N/A

Total Face Amount

\$272,502.00

Other Benefits

Additional Individuals/Entities

<i>Role</i>	<i>Name</i>	<i>Beneficiaries</i>
Payor		
Producer		
Office		

*Received a copy of the statement

Summary of the Accounts in your Policy

Segment Start Date	Beginning Index Value ❶	Changes in your Account Value During the Period									Account Value as of 01/14/07
		Account Value as of 01/15/2006	Net Premium	Transfers In	Withdrawals	Monthly and Other Deductions	Interest Credits ❷	Segment Indexed Interest Credit ❸	Transfers Out		
Fixed Account											
N/A	N/A	0.00	1,217.93	0.00	0.00	0.00	0.00	N/A	-1,217.93	0.00	
1 Year Indexed Account Segments (11.00 % Growth Cap)											
01/15/05	1,184.52	81.18	0.00	0.00	0.00	0.00	0.00	0.00	-81.18	0.00	
01/15/06	1,282.93	0.00	N/A	647.12	-200.00	-448.88	1.76	17.60	0.00	17.60	
1 Yr Account Totals		81.18		647.12	-200.00	-448.88	1.76	17.60	-81.18	17.60	
5 Year Indexed Account Segments (No Growth Cap)											
01/15/05	1,184.52	658.51	N/A	0.00	0.00	-32.85	6.48	N/A	0.00	632.14	
01/15/06	1,282.93	0.00	N/A	652.00	0.00	-33.17	6.55	N/A	0.00	625.38	
5 Yr Account Totals		658.51		652.00	0.00	-66.02	13.03	N/A	0.00	1,257.52	
Totals		739.70	1,217.93	1,299.12	-200.00	-514.89	14.79	17.60	-1,299.12	1,275.12	

❶ Beginning Index Value is the Closing Value of the Standard and Poor's 500 as of the day before the Segment Start date.

❷ Interest Credits include interest credited to the Fixed and Loan Account and Segment Guaranteed Interest which is credited on a daily basis to each Segment from the Segment Date to Segment Maturity using the Segment Guaranteed Interest Rate described in your policy specifications.

❸ Segment Indexed Interest is determined by multiplying the average of the Segment Monthly Balances by the Segment Indexed Interest Rate for the entire Segment Term and cannot be determined until the Segment Maturity Date. Your Segment Maturity Date is equal to the Segment Start Date plus 1 year for the 1 Year Indexed Account and 5 years for the 5 Year Indexed Account. Please refer to your policy for more details.

Indexed Account Information

Segments that Matured During the Period

Segment Start Date	Segment Maturity Date	Average Segment Monthly Balance ④	Segment Indexed Interest Credit ⑤	Segment Maturity Growth Rate Information						
				Beginning Index Value ⑥	Ending Index Value ⑦	Index Growth Rate	Segment Growth Cap	Segment Indexed Interest Rate ⑧	Total Segment Interest Rate ⑨	Effective Annual Yield ⑩
01/15/05	01/15/06	\$290.34	\$21.22	1,184.52	1,282.93	8.31%	11.00%	7.31%	8.31%	8.31%
01/15/06	01/15/07	\$175.98	\$17.60	1,282.93	1,425.49	11.11%	11.00%	10.00%	11.00%	11.00%

1 Year Indexed Account Segments

- ④ Average Segment Monthly Balance equals the average of the Segment Monthly Balances over the Segment Term. Segment Monthly Balance equals the amount transferred to the Segment less any Segment Deductions.
- ⑤ Segment Indexed Interest Credit equals the Segment Monthly Balance multiplied by the Segment Indexed Interest Rate.
- ⑥ Beginning Index Value is the Closing Value of the Standard and Poor's 500 as of the day before the Segment Start date.
- ⑦ For the 1 Year Indexed Account Segments the Ending Index Value is the Closing Value of the Standard and Poor's 500 as of the day before the Segment Maturity Date.
For the 5 Year Indexed Account Segments the Ending Index Value is the average of the Closing Values of the Standard and Poor's 500 as of the day before the end of the last twelve Segment Months of the Segment Term.
- ⑧ Segment Indexed Interest Rate reflects any growth in the Index, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate.
- ⑨ Total Segment Interest Rate equals the sum of the Segment Indexed Interest Rate and the Segment Guaranteed Interest Rate.
- ⑩ Effective Annual Yield equals the average annual interest rate during the Segment Term.
Please refer to your policy for more details.

Your Instructions for Premium and Loan Payment Transfers

Transfer to

5 Year Indexed Account	50.00%
1 Year Indexed Account	50.00%

The amount Pacific Life will actually transfer from the Fixed Account to the Indexed Account(s) will be the lesser of (1) an amount equal to the percentage(s) (indicated above) of all premium and loan repayments paid since the last Transfer Date; and (2) the balance of your Fixed account as of the applicable Transfer Date. If the amount in the Fixed Account is not sufficient to satisfy your transfer request, and your policy has more than one Indexed Account, the balance of your Fixed Account will be transferred proportionally to the Indexed Accounts based upon your transfer instructions above.

Your Instructions for Segment Maturity Transfers

1 Year Indexed Account Segments

Transfer to

1 Year Indexed Account	100.00%
5 Year Indexed Account	0.00%
Fixed Account	0.00%

5 Year Indexed Account Segments

Transfer to

1 Year Indexed Account	0.00%
5 Year Indexed Account	100.00%
Fixed Account	0.00%

The value of maturing segments will be transferred based on the above instructions unless new instructions are provided in advance of the segment maturity date.

Transaction Detail

Additions

<i>Date</i>	<i>Premium Received</i>	<i>Premium Load</i>	<i>Account Name</i>	<i>Amount Per Account</i>
Premium Payments				
01/15/06	\$1,303.99	\$86.06	Fixed Account	\$1,217.93
Totals				\$1,217.93
Interest Credit on Indexed Account(s)				
01/15/06			1 Year Indexed Account	\$.34
			5 Year Indexed Account	\$1.09
02/15/06			1 Year Indexed Account	\$.30
			5 Year Indexed Account	\$1.09
03/15/06			1 Year Indexed Account	\$.26
			5 Year Indexed Account	\$1.09
04/15/06			1 Year Indexed Account	\$.23
			5 Year Indexed Account	\$1.09
05/15/06			1 Year Indexed Account	\$.19
			5 Year Indexed Account	\$1.09
06/15/06			1 Year Indexed Account	\$.16
			5 Year Indexed Account	\$1.09
07/15/06			1 Year Indexed Account	\$.12
			5 Year Indexed Account	\$1.09
08/15/06			1 Year Indexed Account	\$.09
			5 Year Indexed Account	\$1.09
09/15/06			1 Year Indexed Account	\$.05
			5 Year Indexed Account	\$1.09
10/15/06			1 Year Indexed Account	\$.02
			5 Year Indexed Account	\$1.10
11/15/06			5 Year Indexed Account	\$1.08
12/15/06			5 Year Indexed Account	\$1.04
Totals				\$14.79

Transaction Detail (Continued)

Segment Indexed Interest Credit

01/15/07	1 Year Indexed Account	\$17.60
Totals		\$17.60

Total Additions

\$1,250.32

Subtractions

<i>Date</i>	<i>Amount</i>	<i>Account Name</i>	<i>Amount Per Account</i>
Monthly Deductions			
01/15/2006	42.89	1 Year Indexed Account	-\$42.89
02/15/2006	42.89	1 Year Indexed Account	42.89
03/15/2006	42.89	1 Year Indexed Account	42.89
04/15/2006	42.90	1 Year Indexed Account	42.90
05/15/2006	42.90	1 Year Indexed Account	42.90
06/15/2006	42.91	1 Year Indexed Account	42.91
07/15/2006	42.91	1 Year Indexed Account	42.91
08/15/2006	42.91	1 Year Indexed Account	42.91
09/15/2006	42.92	1 Year Indexed Account	42.92
10/15/2006	42.92	1 Year Indexed Account	42.92
11/15/2006	42.93	1 Year Indexed Account	19.84
		5 Year Indexed Account	23.09
12/15/2006	42.93	5 Year Indexed Account	42.93
Totals	\$514.89		\$514.89

Important Policyowner Notices

STATUS OF YOUR POLICY'S NON-GUARANTEED ELEMENTS

Your policy includes elements that may be changed at Pacific Life's discretion but cannot be less favorable to you than the policy's guarantees. These are referred to as your policy's "non-guaranteed elements".

Current Interest Rate(s) Applicable to Unloaned Fixed Account Value

Effective Dates	Declared Rates
06/09/2006-01/31/2007	4.50%
02/01/2007-06/08/2007	5.00%

The interest earned on your policy's unloaned Fixed Account value for the past policy year reflects and average declared rate of 4.67%

During this reporting period, Pacific Life changed non-guaranteed elements applicable to your policy as described above.

STANDARD AND POOR'S 500®

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CURRENT POLICY ILLUSTRATION AVAILABLE

You should consider requesting more detailed information about your policy to understand how it may perform in the future. You should not consider replacement of your policy or make changes in your coverage without requesting a current illustration. You may request, without charge, such an illustration by contacting your producer, or by calling Pacific Life at (800) 347-7787, or by writing to Pacific Life at P.O. Box 6390, Newport Beach, CA 92658-6390. If you do not receive a current illustration of your policy within 30 days from your request, you should contact your state insurance department.