

SERFF Tracking Number: PALD-126227146 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
Company Tracking Number: P09SE5
TOI: L06I Individual Life - Variable Sub-TOI: L09I.001 Single Life
Product Name: P09SE5
Project Name/Number: P09SE5/P09SE5

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: P09SE5

TOI: L06I Individual Life - Variable

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: PALD-126227146 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 43437

Co Tr Num: P09SE5

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Jill Dease

Disposition Date: 09/16/2009

Date Submitted: 09/04/2009

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: 11/01/2009

State Filing Description:

General Information

Project Name: P09SE5

Project Number: P09SE5

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/16/2009

Deemer Date:

Submitted By: Jill Dease

Filing Description:

September 1, 2009 NAIC # 00067466

FEIN # 95-1079000

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: 09/16/2009

Created By: Jill Dease

Corresponding Filing Tracking Number:
P09SE5

Mr. John Shields

Policy Form Filings, Life

Arkansas Department of Insurance

1200 W. Third Street

Little Rock, AR 72201-1904

SERFF Tracking Number: PALD-126227146 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
 Company Tracking Number: P09SE5
 TOI: L061 Individual Life - Variable Sub-TOI: L091.001 Single Life
 Product Name: P09SE5
 Project Name/Number: P09SE5/P09SE5

Re: Form P09SE5 Flexible Premium Variable Universal Life Insurance Policy
 Form P09MVP Flexible Premium Variable Universal Life Insurance Policy
 Form R09IAR Indexed Account Rider
 Form A09IUW2 Application for Life Insurance
 Form A07MA2 Application for Life Insurance –Corporate Master Application
 Form A07IGI2 Application for Life Insurance – Individual Guaranteed Issue
 Form A07ISI2 Application for Life Insurance – Individual Simplified Issue
 Form A07CUW2 Consent to Insure – Fully Underwritten
 Form A07CSI2 Consent to Insure – Simplified Issue
 Form A07CGI2 Consent to Insure – Guaranteed Issue

Dear Mr. Shields:

We are submitting the above referenced individual (non-group) life insurance forms in final print for your approval. The policies, rider, applications, and consent forms are new forms, which do not replace any previously approved forms. The policies are variable life policies. The cost of insurance rates for an initial number of years for issued policies will be the rates that are the current rates as of issue. Policy form P09SE5 is identical to form P09MVP, except the Coverage Charges and Surrender Charges are different for the two policies, and the latter is available only to a specified distribution system, for which additional proprietary funds are available. Rider R09IAR provides an Indexed Account investment option to owners of these two products. These forms are being submitted to Nebraska, our state of domicile, and in all other states where Pacific Life is licensed and where such submission is required.

The following pertain to this submission:

- Actuarial memorandums are included.
- Issue Ages are 0-90. Minimum issue amount is \$10,000.
- The policy forms are variable life forms, and thus exempt from the readability requirements of your state.
- The various application forms may be used with non-variable business, and therefore the readability scores are: 50.1, 51.2, 51.7, 50.2, 55.9, 56.8, 55.9, in the order listed above, beginning with A09IUW2.
- These forms will be marketed through our licensed agents. The target release is 2/1/10, or upon approval.
- The forms will be used with the submitted applications, as well as app #A10IUW, approved 8/18/2009.
- If a filing fee is required, it is handled in the usual manner and any required certification forms are enclosed.
- These policies are intended to be used with the following riders filed in your state on the dates shown:

Rider Description	Form Number	Approved/Acknowledged
Annual Renewable Term Rider	R08RTP	10/9/2007
Surrender Value Enhancement Rider - Individual	R08SVERI	12/23/2008
Surrender Value Enhancement Rider - Trust/Executive Benefit	R08SVERT	12/23/2008

SERFF Tracking Number: PALD-126227146 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
Company Tracking Number: P09SE5
TOI: L06I Individual Life - Variable Sub-TOI: L09I.001 Single Life
Product Name: P09SE5
Project Name/Number: P09SE5/P09SE5

Annual Renewable Term Rider- Additional Insured R08RTA 10/9/2007
Overloan Protection II Rider R08OLP 11/13/2007
Minimum Earnings Benefit Rider R06MEB 1/19/2006
No Lapse Guarantee Rider R04PNL 3/1/2004
Accelerated Death Benefit Rider R92-ABR 12/22/1992
Children's Term Rider R84-CT 9/27/1984
Accidental Death Rider R84-AD 9/27/1984
Guaranteed Insurability Rider R84-GI 1/24/1989
Disability Benefit Rider R84-DB 9/27/1984

- The free look number of days showing on the cover will be extended, if necessary, for replacement sales in your state.
- For those states having adopted the NAIC Model Illustration Reg, please note that this filing is exempt from the requirements of the regulation (Illustrations Actuary's Certification, etc.) since the policies submitted are variable life insurance.

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

Sincerely,

Jill Dease
Sr. Compliance Analyst, Product Compliance, Life Division

Company and Contact

Filing Contact Information

Jill Dease, Compliance Analyst Jill.Klinger@pacificlifec.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

SERFF Tracking Number: PALD-126227146 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
Company Tracking Number: P09SE5
TOI: L061 Individual Life - Variable Sub-TOI: L091.001 Single Life
Product Name: P09SE5
Project Name/Number: P09SE5/P09SE5

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 per filing if policy is attached.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$50.00	09/04/2009	30358498

SERFF Tracking Number: PALD-126227146 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
 Company Tracking Number: P09SE5
 TOI: L061 Individual Life - Variable Sub-TOI: L091.001 Single Life
 Product Name: P09SE5
 Project Name/Number: P09SE5/P09SE5

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/16/2009	09/16/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/15/2009	09/15/2009	Jill Dease	09/15/2009	09/15/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Flexible Premium Variable Universal Life Insurance Policy	Jill Dease	09/04/2009	09/04/2009
Form	Flexible Premium Variable Universal Life Insurance Policy	Jill Dease	09/04/2009	09/04/2009
Supporting Document	Application	Jill Dease	09/04/2009	09/04/2009

SERFF Tracking Number: *PALD-126227146* *State:* *Arkansas*
Filing Company: *Pacific Life Insurance Company* *State Tracking Number:* *43437*
Company Tracking Number: *P09SE5*
TOI: *L061 Individual Life - Variable* *Sub-TOI:* *L091.001 Single Life*
Product Name: *P09SE5*
Project Name/Number: *P09SE5/P09SE5*

Disposition

Disposition Date: 09/16/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PALD-126227146 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
 Company Tracking Number: P09SE5
 TOI: L061 Individual Life - Variable Sub-TOI: L091.001 Single Life
 Product Name: P09SE5
 Project Name/Number: P09SE5/P09SE5

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		Yes
Supporting Document	Flesch Certification		Yes
Supporting Document (revised)	Application		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		Yes
Supporting Document	Sample Annual Report		Yes
Supporting Document	Actuarial Memoranda		No
Form (revised)	Flexible Premium Variable Universal Life Insurance Policy		Yes
Form (revised)	Flexible Premium Variable Universal Life Insurance Policy		Yes
Form	Indexed Fixed Account Rider		Yes
Form	Application for Life Insurance		Yes
Form	Application for Life Insurance- Corporate Master Application		Yes
Form	Application for Life Insurance - Individual Guaranteed Issue		Yes
Form	Application for Life Insurance - Individual Simplified Issue		Yes
Form	Application for Life Insurance - Fully Underwritten		Yes
Form	Consent to Insure - Simplified Issue		Yes
Form	Consent to Insure - Guaranteed Issue		Yes
Form	Flexible Premium Variable Universal Life Insurance Policy		Yes
Form	Flexible Premium Variable Universal Life Insurance Policy		Yes

SERFF Tracking Number: PALD-126227146 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
Company Tracking Number: P09SE5
TOI: L061 Individual Life - Variable Sub-TOI: L091.001 Single Life
Product Name: P09SE5
Project Name/Number: P09SE5/P09SE5

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/15/2009
Submitted Date 09/15/2009
Respond By Date 10/15/2009

Dear Jill Dease,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: PALD-126227146 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
Company Tracking Number: P09SE5
TOI: L06I Individual Life - Variable Sub-TOI: L09I.001 Single Life
Product Name: P09SE5
Project Name/Number: P09SE5/P09SE5

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/15/2009
Submitted Date 09/15/2009

Dear Linda Bird,

Comments:

Response 1

Comments: I apologize for the oversight. Our Reg. 33 certification should have been attached with the other certifications when this was originally submitted. It is now attached for your review.

Related Objection 1

Comment:

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Jill Dease

SERFF Tracking Number: PALD-126227146 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
 Company Tracking Number: P09SE5
 TOI: L061 Individual Life - Variable Sub-TOI: L091.001 Single Life
 Product Name: P09SE5
 Project Name/Number: P09SE5/P09SE5

Amendment Letter

Submitted Date: 09/04/2009

Comments:

I am amending this filing to include approved application A10IUW as one that the filed policy forms will be used with. I apologize for this oversight on my original filing.
 I also removed the brackets from the # of days listed in the free look provision on the cover page. I apologize that those were left in the forms in error.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
P09SE5	Policy/Contract/Fraternal Certificate	Flexible Premium Variable Universal Life Insurance Policy	Initial				0.000	P09SE5AR.pdf
P09MVP	Policy/Contract/Fraternal Certificate	Flexible Premium Variable Universal Life Insurance Policy	Initial				0.000	P09MVPAR.pdf

Supporting Document Schedule Item Changes:

Satisfied -Name: Application

Comment: Application A10IUW approved in AR on 8/18/2009
 State filing #: 43236
 A10IUW.pdf

SERFF Tracking Number: PALD-126227146 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
 Company Tracking Number: P09SE5
 TOI: L061 Individual Life - Variable Sub-TOI: L091.001 Single Life
 Product Name: P09SE5
 Project Name/Number: P09SE5/P09SE5

Form Schedule

Lead Form Number: P09SE5

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P09SE5	Policy/Cont	Flexible Premium ract/Fratern Variable Universal al Life Insurance Policy Certificate	Initial		0.000	P09SE5AR.pdf
	P09MVP	Policy/Cont	Flexible Premium ract/Fratern Variable Universal al Life Insurance Policy Certificate	Initial		0.000	P09MVPAR.pdf
	R09IAR	Certificate	Indexed Fixed Amendmen Account Rider t, Insert Page, Endorseme nt or Rider	Initial		0.000	R09IAR.pdf
	A09IUW2	Application/	Application for Life Enrollment Insurance Form	Initial		50.100	A09IUW2.pdf
	A07MA2	Application/	Application for Life Enrollment Insurance- Corporate Form Master Application	Initial		51.200	A07MA2.pdf
	A07IGI2	Application/	Application for Life Enrollment Insurance - Individual Form Guaranteed Issue	Initial		51.700	A07IGI2.pdf
	A07ISI2	Application/	Application for Life Enrollment Insurance - Individual Form Simplified Issue	Initial		50.200	A07ISI2.pdf
	A07CUW2	Application/	Application for Life Enrollment Insurance - Fully Form Underwritten	Initial		55.900	A07CUW2.pdf
	A07CSI2	Application/	Consent to Insure - Enrollment Simplified Issue	Initial		56.800	A07CSI2.pdf

<i>SERFF Tracking Number:</i>	<i>PALD-126227146</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43437</i>
<i>Company Tracking Number:</i>	<i>P09SE5</i>		
<i>TOI:</i>	<i>L061 Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L091.001 Single Life</i>
<i>Product Name:</i>	<i>P09SE5</i>		
<i>Project Name/Number:</i>	<i>P09SE5/P09SE5</i>		
	Form		
A07CGI2	Application/ Consent to Insure - Initial	55.900	A07CGI2.pdf
	Enrollment Guaranteed Issue		
	Form		



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.

Variable account values are not guaranteed, and may increase or decrease depending upon variable account investment experience.

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 the investment experience of the Variable Accounts.

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, Cost of Insurance Rates, and the investment performance of the Variable Accounts, the policy may not continue In Force; that is, it may lapse before any Death Benefit is payable on the death of the Insured. 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

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

INSURED:	LELAND STANFORD	TOTAL FACE AMOUNT	\$100,000
SEX AND AGE:	MALE 35	OWNER:	LELAND STANFORD
RISK CLASS:	STANDARD NONSMOKER		
POLICY NUMBER:	VF99999990		
POLICY DATE:	NOVEMBER 1, 2008		

Free Look Right – You may return this policy within 10 days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund:

- **Any Premium Load deducted from the premiums plus**
- **Any Net Premiums allocated to available Fixed and Indexed Accounts plus**
- **The Accumulated Value allocated to the Variable Investment Options plus**
- **Any monthly charges and fees deducted from the Policy’s Accumulated Value in the Variable Investment Options**

(This Page Intentionally Left Blank)

POLICY SPECIFICATIONS

BASE POLICY: FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE
PREMIUMS: PLANNED ANNUAL PREMIUM = \$607.91
7-PAY PREMIUM = 3,323.59
GUIDELINE SINGLE PREMIUM = 14,925.63
GUIDELINE LEVEL PREMIUM = 1,294.00

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST

DEATH BENEFIT OPTION: A

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.50% ANNUALLY. ANY EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR

NET AMOUNT AT RISK FACTOR: 1.0020598

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

MAXIMUM PREMIUM LOAD RATE: 6.95%

ADMINISTRATIVE CHARGE PER MONTH: \$7.50

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT: \$837.60
LEVEL PERIOD: 4 YEARS
REDUCTION FACTOR: \$139.60
END YEAR: 10 YEARS

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P09SE5

BASIC COVERAGE

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

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$26.50
2	26.50
3	26.50
4	26.50
5	26.50
6	26.50
7	26.50
8	26.50
9	26.50
10	26.50
11	15.90
12	15.90
13	15.90
14	15.90
15	15.90
16	15.90
17	15.90
18	15.90
19	15.90
20	15.90
21	15.90
22	15.90
23	15.90
24	15.90
25	15.90
26	15.90
27	15.90
28	15.90
29	15.90
30	15.90
31	15.90
32	15.90
33	15.90
34	15.90
35	15.90
36	15.90
37	15.90
38	15.90
39	15.90
40	15.90
41	15.90
42	15.90
43	15.90
44	15.90

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUED

INSURED:	LELAND STANFORD
POLICY YEAR	COVERAGE CHARGE
45	\$15.90
46	15.90
47	15.90
48	15.90
49	15.90
50	15.90
51	15.90
52	15.90
53	15.90
54	15.90
55	15.90
56	15.90
57	15.90
58	15.90
59	15.90
60	15.90
61	15.90
62	15.90
63	15.90
64	15.90
65	15.90
66	15.90
67	15.90
68	15.90
69	15.90
70	15.90
71	15.90
72	15.90
73	15.90
74	15.90
75	15.90
76	15.90
77	15.90
78	15.90
79	15.90
80	15.90
81	15.90
82	15.90
83	15.90
84	15.90
85	15.90
86	15.90
87+	0

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 provide emphasis.

Accumulated Value – is the sum of the Fixed Accumulated Value, the Variable Accumulated Value, and the Loan Account Value (see the Accumulated Value section).

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the application. If the address changes, we will send you written notice of the new address.

Age – means the Insured's Age to the nearest birthday as of the Policy Date, increased by the number of complete policy years elapsed.

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.

Basic Coverage – is coverage on the Insured provided by this policy as shown in the Policy Specifications, rather than coverage provided by rider.

Class – is used in determining policy charges, and interest credited to the Fixed Options, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the 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 as shown in the Policy Specifications.

Fixed Options - consist of the Fixed Account and the Fixed LT Account, which are part of our general account. "Fixed Accounts", when used in plural, may be used in lieu of "Fixed Options".

Insured – is the person insured under this policy, as shown in the Policy Specifications.

Investment Options – consist of the Variable Accounts and the Fixed Accounts. We reserve the right to add additional Investment Options or to cease offering one or more of the Investment Options at any time. In such case, we will notify you of the change at your last known address.

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 any 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 shown in the Policy Specifications. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account and 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 the Insured's sex, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

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

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a separate account of ours or a subaccount of a separate account of ours in which assets are segregated from assets in our general account and our other separate accounts.

Variable Investment Options – consist of the Variable Accounts available under the policy. For ease of reference, the Variable Investment Options may also be referred to as the "Variable Accounts".

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 Insured

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include 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 Insured 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.
- 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 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 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. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

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 Insured 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 Insured's death, consisting of a certified copy of the death certificate for the 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; and (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 payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Face Amount Increase – You may submit an application to increase the Face Amount. The 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 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 such Coverage Layer are the Initial Amount, Level Period, Reduction Factor, and End Year for the Coverage Layer and will be shown in a Supplemental Schedule of Coverage sent to you at the time of the increase. The Level Period and End Year for the Coverage Layer are measured from the effective date of the Coverage Layer. During the Level Period of such Coverage Layer, the Surrender Charge is equal to the Initial Amount for the Coverage Layer. After the Level Period, the Surrender Charge for the Coverage Layer decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor for the Coverage Layer until it becomes zero after the End Year for the Coverage Layer.

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 your registered 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 your registered representative 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.

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 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.

Premium Allocation – Any Net Premium we receive before your policy has been placed In Force, will be allocated to the Money Market Variable Account. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value in the Money Market Variable Account will be transferred to the Investment Options according to the most recent premium allocation instructions we received from you. Any Net Premium we receive when your policy is In Force will be allocated to the Investment Options according to the most recent premium allocation instructions we received from you.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Investment Options based on your instructions on file with us.

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 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 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 is defined on each Valuation Day and is the sum of:

- The Fixed Accumulated Value
- The Variable Accumulated Value
- The Loan Account Value

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Option. On the Policy Date, the policy's Accumulated Value in each Fixed Option is equal to the Net Premium allocated to that Fixed Option less any allocation of the initial Monthly Deduction from that Fixed Option.

After the Policy Date, we calculate the Accumulated Value in each Fixed Option as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for the Fixed Options shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Option may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year. The Accumulated Value for each Fixed Option on any Valuation Day is the following, including interest on each:

- The Accumulated Value for the Fixed Option on the prior Monthly Payment Date
- Plus the amount of any Net Premium received and allocated to the Fixed Option since the last Monthly Payment Date
- Plus the amount of any transfer to the Fixed Option, including transfers from the Loan Account, since the last Monthly Payment Date
- 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 withdrawals, or transfers from the Fixed Option, including transfers to the Loan Account, since the last Monthly Payment Date

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- The amount of any Net Premium received and allocated to the Variable Account
- Transfers to the Variable Account, including transfers from the Loan Account

We debit Accumulation Units from each Variable Account as a result of:

- Transfers from the Variable Account, including transfers to the Loan Account
- Surrender and withdrawals from the Variable Account
- The Monthly Deduction and other deductions due, if any, and assessed against the Variable Account

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was \$10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and
(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to $(A \div B)$, where:

(A) equals:

- (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account; plus or minus
- (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and

(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

The **Net Asset Value** of the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

Loan Account Value – The Loan Account Value is the amount set aside to secure Policy Debt and is held in the Loan Account. We will credit interest to the Loan Account on a daily basis, using a 365-day year, and the daily equivalent of an annual interest rate not less than the guaranteed interest rate used for the Fixed Account. The Loan Account Value on the Policy Date is equal to any policy debt existing at such time. Thereafter, the Loan Value is defined on each Valuation Day as the following, including interest on each:

- The amount in the Loan Account as of the end of the prior Monthly Payment Date
- Plus any loan taken since the prior Monthly Payment Date
- Minus any loan amount repaid since the prior Monthly Payment Date

On each policy anniversary, if the Loan Account Value exceeds policy debt, the excess will be transferred from the Loan Account to the Investment Options according to your most recent premium allocation instructions, and if Policy Debt exceeds the Loan Account Value, the excess will be transferred from the Investment Options on a proportionate basis to the Loan Account.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the 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 Cost of Insurance Charge
- The Administrative Charge
- The Coverage Charge
- The Asset Charge
- Rider or benefit charges, if any

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. The Monthly Deduction will be charged on the Monthly Payment Date proportionately to the Accumulated Value in each Investment Option. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is equal to (1) multiplied by (2), where: (1) is the Maximum Monthly Cost of Insurance Rate divided by 1000; and (2) is the Net Amount at Risk.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates are shown in the Policy Specifications. We may use Cost of Insurance Rates less than the maximum rates.

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

Coverage Charge - The Coverage Charge is based on the Face Amount of the policy as of the Policy Date and will not exceed the Maximum Monthly Coverage Charge shown in the Policy Specifications. The Coverage Charge will not decrease even if you decrease the Face Amount of the policy.

Asset Charge - The Asset Charge is equal to the Monthly Asset Charge Rate multiplied by the Unloaned Accumulated Value. The Unloaned Accumulated Value is equal to $a - b$ where:

- a = the Accumulated Value at the beginning of the policy month before the current Monthly Deduction is charged; and
- b = the Loan Account.

The Monthly Asset Charge Rate is:

- 0.000375 (equivalent to 0.45% annually) for the first \$25,000 of Unloaned Accumulated Value
- 0.000042 (equivalent to 0.05% annually) for any Unloaned Accumulated Value in excess of \$25,000

Other Taxes – In addition to the charges imposed under the policy, we reserve the right to make a charge for federal, state or local taxes that may be attributable to the Variable Accounts or to our operations with respect to this policy if we incur any such taxes.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Accumulated Value less Policy Debt on a Monthly Payment Date is sufficient to cover the Monthly Deduction due, the policy will continue In Force. If the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due, 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 the monthly charges not deducted plus 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. If the Insured dies during the Grace Period, the death benefit will be equal to the death benefit as of the beginning of the Grace Period 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 satisfactory to us
- 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 Insured's Age 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.

TRANSFERS

Transfers – After your initial Premium has been allocated according to your instructions you may, upon Written Request, transfer your Accumulated Value, or a part of it, among the Fixed Options and Variable Accounts as provided in this section. No transfer may be made if the policy is in a Grace Period and the Required Premium has not been paid.

We reserve the right:

- To limit the size of transfers so that each transfer is at least \$500
- To limit the frequency of transfers, however at least one transfer per calendar quarter will be allowed
- To require that the remaining balance in any account as a result of a transfer be at least \$500
- To assess a charge of \$25 for each transfer exceeding 12 per policy year
- To otherwise waive or reduce the restrictions on transfers described in this section. You may contact us to find out what restrictions are in effect at any time.

Transfers To The Fixed Options (from the Variable Accounts) – You may transfer to the Fixed Options only during the policy month preceding each policy anniversary and the policy month following each policy anniversary, subject to the limitations described in the Allocations To The Fixed Options subsection below. Such transfer may be for any amount up to 100% of the Variable Accumulated Value.

Transfers From The Fixed Account – You may make one transfer from the Fixed Account to the Variable Accounts or Fixed LT Account in any twelve-month period. Such transfer is limited to the greatest of \$5,000, 25% of the Accumulated Value in the Fixed Account, and the amount transferred in the prior policy year from the Fixed Account to the Variable Accounts, provided that you may transfer up to 100% of the value in the Fixed Account to the Fixed LT Account.

Transfers From The Fixed LT Account – You may make one transfer from the Fixed LT Account to the Variable Accounts or Fixed Account in any twelve-month period. Such transfer is limited to the greatest of \$5,000, 10% of the Accumulated Value in the Fixed LT Account, and the amount transferred in the prior policy year from the Fixed LT Account to either the Fixed or Variable Accounts.

Allocations To The Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, as follows:

- \$1,000,000 for Net Premiums
- \$100,000 for loan repayments and transfers

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments

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 at our Administrative Office.

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

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

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.

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 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.
- We reserve the right to disallow any withdrawal that would result in a Face Amount of less than \$1,000 after the withdrawal.

The amount of each withdrawal and any withdrawal fee will be deducted proportionately from the Investment Options.

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 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 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 Insured 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.

TIMING OF PAYMENTS AND TRANSFERS

Variable Accounts – With respect to allocations made to the Variable Accounts, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the Valuation Day on or next following the day on which we receive your instructions. For any portion of death benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Insured's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from any of the Variable Accounts, if:

- The New York Stock Exchange is closed on other than customary weekend and holiday closings
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC)
- An emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities
- The SEC by order permits postponement for the protection of policy owners

Other Allocations – With respect to allocations to accounts other than those made to the Variable Accounts, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from such accounts, for up to six months after we receive your request.

Deferral - If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

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 \$1,000 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 five-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 Loan Account of this policy. We recommend you consult your tax advisor before requesting a policy loan. Loan amounts will be deducted from the Investment Options on a pro rata basis.

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 – Interest will accrue daily and is payable in arrears at the maximum annual rate of 2.75%. We may use a lower loan interest rate. Interest not paid when due will be added to the loan principal and bear interest at the same rate.

Loan Repayment – Loans may be repaid at any time while the policy is In Force. An amount equal to the portion of any loan repaid, but not more than the amount in the Loan Account, will be transferred from the Loan Account to the Investment Options according to your most recent instructions for allocation of premiums. We reserve the right to transfer repayments from the Loan Account to each Fixed Option up to the amount that was originally borrowed from that Fixed Option. Any excess over such amount will be transferred to the Variable Accounts according to your most recent instructions for allocation of premiums.

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our

general account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- Change or add designated investment companies
- Add, remove or combine Variable Accounts
- Add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account
- Register or deregister any Variable Account under the Investment Company Act of 1940
- Change the classification of any Variable Account
- Operate any Variable Account as a managed investment company or as a unit investment trust
- Combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates
- Transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates
- Run any Variable Account under the direction of a committee, board, or other group
- Restrict or eliminate any voting rights of policy Owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account
- Change the allocations permitted under the policy
- Terminate and liquidate any Variable Account
- Make any other change needed to comply with law

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by 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. 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 Insured. A beneficiary may not, at or after the Insured'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 Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the Death Benefit 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 Insured 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 amendments and endorsements to the Application, any applications for reinstatement, 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 Insured's lifetime.

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 Insured's lifetime.

If there has been a change to the policy for which we required the Insured to submit 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 Insured's lifetime.

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

Suicide Exclusion – If the Insured 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 Insured 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, 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; and
- 3) Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If the Insured's sex or birth date is misstated in the application and it is discovered on or after the death of the Insured, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio 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 the Insured's sex or birth date is misstated in the application and it is discovered before the death of the Insured, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of the Insured in calculating future Monthly Deductions.

Maturity – This policy does not mature, but will continue In Force so long as the 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

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

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities 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.

Juvenile Insured – This provision only applies if the Insured was under Age 20 on the Policy Date. Beginning when the Insured attains Age 20, you will have an opportunity to improve your policy's Risk Class as compared with the Risk Class that applied prior to Age 20. This may reduce the actual Cost of Insurance Charge that is deducted from your policy's Accumulated Value. At least 60 days prior to the Insured's Age 20, we will send to your last known address a notice of your right to apply for an improved Risk Class for the Insured of "Nonsmoker". In order to qualify for such improved Risk Class, you will be required to supply Evidence of Insurability satisfactory to us. In order for such improved Risk Class to take effect at Age 20, you must make the Written Request prior to Age 20. If you do not request an improved Risk Class for the Insured, a Risk Class of "Smoker" will be assigned.

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 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 (80% male, 20% female).

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

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 Face Amount, a Death Benefit Option change that would cause a reduction in the Face Amount, and a withdrawal that would cause a reduction in the Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original 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 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.

INDEX

Subject	Page	Subject	Page
Accumulated Value	5, 11	Loan Repayment	18
Administrative Charge	13	Maturity	21
Administrative Office	5	MEC	23
After the Monthly Deduction End Date	21	Misstatement	21
Age	5	Modified Endowment Contract	11, 12, 23
Annual Report	21	Monthly Deduction	13
Application	5	Monthly Deduction End Date	5, 13
Asset Charge	13	Monthly Payment Date	6
Assignment	19	Net Accumulated Value	6
Basic Coverage	5	Net Amount at Risk	6
Basis of Values	22	Net Asset Value	12
Beneficiary	19	Net Cash Surrender Value	15
Cash Surrender Value	15	Net Investment Factor	12
Cash Value Accumulation Test	7	Net Premium	6
Change of Death Benefit Option	8	Non-Participating	20
Class	5	Owner	19
Code	5	Planned Premium	10
Compliance	23	Policy Change Limit	9
Cost of Insurance Charge	13	Policy Charges	13, 14
Cost of Insurance Rates	13	Policy Date	6
Coverage Charge	13	Policy Debt	6
Coverage Layers	5	Policy Illustrations	21
Death Benefit	7	Policy Loans	18
Death Benefit Option	7	Policy Specifications	6
Death Benefit Proceeds	8	Premium Allocation	10
Death Benefit Qualification Test	7	Premium Limitation	10
Entire Contract	20	Premium Load	10
Evidence of Insurability	5	Premium Processing	10
Face Amount	5	Premiums	10
Face Amount Decrease	9	Reinstatement	14
Face Amount Increase	8	Risk Class	6
Fixed Accumulated Value	11	Separate Account	6, 18
Fixed Investment Options	5	Suicide Exclusion	20
Grace Period	14	Surrender	15
Guideline Premium Limit	10	Surrender Charge	16
Guideline Premium Test	7	Tax Qualification as Life Insurance	22
In Force	5	Total Face Amount	6
Income Benefits	17	Transfers	15
Incontestability	20	Unit Value	12
Insured	5	Unloaned Accumulated Value	13
Investment Options	5	Valuation Day	6
Juvenile Insured	22	Valuation Period	6
Lapse	14	Variable Account	6, 19
Loan Account	13	Variable Accumulated Value	12
Loan Account Value	13	Variable Investment Options	6
Loan Amount Available	18	Withdrawal	16
Loan Interest	18	Written Request	6



PACIFIC LIFE

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

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**



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.

Variable account values are not guaranteed, and may increase or decrease depending upon variable account investment experience.

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 the investment experience of the Variable Accounts.

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, Cost of Insurance Rates, and the investment performance of the Variable Accounts, the policy may not continue In Force; that is, it may lapse before any Death Benefit is payable on the death of the Insured. 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

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

INSURED:	LELAND STANFORD		
SEX AND AGE:	MALE 35		
RISK CLASS:	STANDARD NONSMOKER		
POLICY NUMBER:	VF99999990	TOTAL FACE AMOUNT	\$100,000
POLICY DATE:	NOVEMBER 1, 2008	OWNER:	LELAND STANFORD

Free Look Right – You may return this policy within 10 days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund:

- **Any Premium Load deducted from the premiums plus**
- **Any Net Premiums allocated to available Fixed and Indexed Accounts plus**
- **The Accumulated Value allocated to the Variable Investment Options plus**
- **Any monthly charges and fees deducted from the Policy’s Accumulated Value in the Variable Investment Options**

(This Page Intentionally Left Blank)

POLICY SPECIFICATIONS

BASE POLICY: FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE
PREMIUMS: PLANNED ANNUAL PREMIUM = \$565.85
7-PAY PREMIUM = 3,288.09
GUIDELINE SINGLE PREMIUM = 14,711.54
GUIDELINE LEVEL PREMIUM = 1,284.96

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST

DEATH BENEFIT OPTION: A

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.50% ANNUALLY. ANY EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR

NET AMOUNT AT RISK FACTOR: 1.0020598

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

MAXIMUM PREMIUM LOAD RATE: 7.95%

ADMINISTRATIVE CHARGE PER MONTH: \$7.50

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT: \$691.20
LEVEL PERIOD: 1 YEAR
REDUCTION FACTOR: \$76.80
END YEAR: 10 YEARS

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P09MVP

BASIC COVERAGE

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

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$24.90
2	24.90
3	24.90
4	24.90
5	24.90
6	24.90
7	24.90
8	24.90
9	24.90
10	24.90
11	14.90
12	14.90
13	14.90
14	14.90
15	14.90
16	14.90
17	14.90
18	14.90
19	14.90
20	14.90
21	14.90
22	14.90
23	14.90
24	14.90
25	14.90
26	14.90
27	14.90
28	14.90
29	14.90
30	14.90
31	14.90
32	14.90
33	14.90
34	14.90
35	14.90
36	14.90
37	14.90
38	14.90
39	14.90
40	14.90
41	14.90
42	14.90
43	14.90
44	14.90

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$14.90
46	14.90
47	14.90
48	14.90
49	14.90
50	14.90
51	14.90
52	14.90
53	14.90
54	14.90
55	14.90
56	14.90
57	14.90
58	14.90
59	14.90
60	14.90
61	14.90
62	14.90
63	14.90
64	14.90
65	14.90
66	14.90
67	14.90
68	14.90
69	14.90
70	14.90
71	14.90
72	14.90
73	14.90
74	14.90
75	14.90
76	14.90
77	14.90
78	14.90
79	14.90
80	14.90
81	14.90
82	14.90
83	14.90
84	14.90
85	14.90
86	14.90
87+	0

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 provide emphasis.

Accumulated Value – is the sum of the Fixed Accumulated Value, the Variable Accumulated Value, and the Loan Account Value (see the Accumulated Value section).

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the application. If the address changes, we will send you written notice of the new address.

Age – means the Insured's Age to the nearest birthday as of the Policy Date, increased by the number of complete policy years elapsed.

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.

Basic Coverage – is coverage on the Insured provided by this policy as shown in the Policy Specifications, rather than coverage provided by rider.

Class – is used in determining policy charges, and interest credited to the Fixed Options, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the 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 as shown in the Policy Specifications.

Fixed Options - consist of the Fixed Account and the Fixed LT Account, which are part of our general account. "Fixed Accounts", when used in plural, may be used in lieu of "Fixed Options".

Insured – is the person insured under this policy, as shown in the Policy Specifications.

Investment Options – consist of the Variable Accounts and the Fixed Accounts. We reserve the right to add additional Investment Options or to cease offering one or more of the Investment Options at any time. In such case, we will notify you of the change at your last known address.

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 any 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 shown in the Policy Specifications. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account and 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 the Insured's sex, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

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

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a separate account of ours or a subaccount of a separate account of ours in which assets are segregated from assets in our general account and our other separate accounts.

Variable Investment Options – consist of the Variable Accounts available under the policy. For ease of reference, the Variable Investment Options may also be referred to as the "Variable Accounts".

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 Insured

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include 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 Insured 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.
- 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 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 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. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

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 Insured 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 Insured's death, consisting of a certified copy of the death certificate for the 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; and (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 payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Face Amount Increase – You may submit an application to increase the Face Amount. The 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 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 such Coverage Layer are the Initial Amount, Level Period, Reduction Factor, and End Year for the Coverage Layer and will be shown in a Supplemental Schedule of Coverage sent to you at the time of the increase. The Level Period and End Year for the Coverage Layer are measured from the effective date of the Coverage Layer. During the Level Period of such Coverage Layer, the Surrender Charge is equal to the Initial Amount for the Coverage Layer. After the Level Period, the Surrender Charge for the Coverage Layer decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor for the Coverage Layer until it becomes zero after the End Year for the Coverage Layer.

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 your registered 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 your registered representative 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.

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 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.

Premium Allocation – Any Net Premium we receive before your policy has been placed In Force, will be allocated to the Money Market Variable Account. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value in the Money Market Variable Account will be transferred to the Investment Options according to the most recent premium allocation instructions we received from you. Any Net Premium we receive when your policy is In Force will be allocated to the Investment Options according to the most recent premium allocation instructions we received from you.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Investment Options based on your instructions on file with us.

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 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 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 is defined on each Valuation Day and is the sum of:

- The Fixed Accumulated Value
- The Variable Accumulated Value
- The Loan Account Value

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Option. On the Policy Date, the policy's Accumulated Value in each Fixed Option is equal to the Net Premium allocated to that Fixed Option less any allocation of the initial Monthly Deduction from that Fixed Option.

After the Policy Date, we calculate the Accumulated Value in each Fixed Option as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for the Fixed Options shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Option may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year. The Accumulated Value for each Fixed Option on any Valuation Day is the following, including interest on each:

- The Accumulated Value for the Fixed Option on the prior Monthly Payment Date
- Plus the amount of any Net Premium received and allocated to the Fixed Option since the last Monthly Payment Date
- Plus the amount of any transfer to the Fixed Option, including transfers from the Loan Account, since the last Monthly Payment Date
- 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 withdrawals, or transfers from the Fixed Option, including transfers to the Loan Account, since the last Monthly Payment Date

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- The amount of any Net Premium received and allocated to the Variable Account
- Transfers to the Variable Account, including transfers from the Loan Account

We debit Accumulation Units from each Variable Account as a result of:

- Transfers from the Variable Account, including transfers to the Loan Account
- Surrender and withdrawals from the Variable Account
- The Monthly Deduction and other deductions due, if any, and assessed against the Variable Account

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was \$10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and
(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to $(A \div B)$, where:

(A) equals:

- (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account; plus or minus
- (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and

(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

The **Net Asset Value** of the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

Loan Account Value – The Loan Account Value is the amount set aside to secure Policy Debt and is held in the Loan Account. We will credit interest to the Loan Account on a daily basis, using a 365-day year, and the daily equivalent of an annual interest rate not less than the guaranteed interest rate used for the Fixed Account. The Loan Account Value on the Policy Date is equal to any policy debt existing at such time. Thereafter, the Loan Value is defined on each Valuation Day as the following, including interest on each:

- The amount in the Loan Account as of the end of the prior Monthly Payment Date
- Plus any loan taken since the prior Monthly Payment Date
- Minus any loan amount repaid since the prior Monthly Payment Date

On each policy anniversary, if the Loan Account Value exceeds policy debt, the excess will be transferred from the Loan Account to the Investment Options according to your most recent premium allocation instructions, and if Policy Debt exceeds the Loan Account Value, the excess will be transferred from the Investment Options on a proportionate basis to the Loan Account.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the 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 Cost of Insurance Charge
- The Administrative Charge
- The Coverage Charge
- The Asset Charge
- Rider or benefit charges, if any

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. The Monthly Deduction will be charged on the Monthly Payment Date proportionately to the Accumulated Value in each Investment Option. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is equal to (1) multiplied by (2), where: (1) is the Maximum Monthly Cost of Insurance Rate divided by 1000; and (2) is the Net Amount at Risk.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates are shown in the Policy Specifications. We may use Cost of Insurance Rates less than the maximum rates.

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

Coverage Charge - The Coverage Charge is based on the Face Amount of the policy as of the Policy Date and will not exceed the Maximum Monthly Coverage Charge shown in the Policy Specifications. The Coverage Charge will not decrease even if you decrease the Face Amount of the policy.

Asset Charge - The Asset Charge is equal to the Monthly Asset Charge Rate multiplied by the Unloaned Accumulated Value. The Unloaned Accumulated Value is equal to $a - b$ where:

a = the Accumulated Value at the beginning of the policy month before the current Monthly Deduction is charged; and

b = the Loan Account.

The Monthly Asset Charge Rate is:

- 0.000375 (equivalent to 0.45% annually) for the first \$25,000 of Unloaned Accumulated Value
- 0.000042 (equivalent to 0.05% annually) for any Unloaned Accumulated Value in excess of \$25,000

Other Taxes – In addition to the charges imposed under the policy, we reserve the right to make a charge for federal, state or local taxes that may be attributable to the Variable Accounts or to our operations with respect to this policy if we incur any such taxes.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Accumulated Value less Policy Debt on a Monthly Payment Date is sufficient to cover the Monthly Deduction due, the policy will continue In Force. If the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due, 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 the monthly charges not deducted plus 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. If the Insured dies during the Grace Period, the death benefit will be equal to the death benefit as of the beginning of the Grace Period 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 satisfactory to us
- 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 Insured's Age 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.

TRANSFERS

Transfers – After your initial Premium has been allocated according to your instructions you may, upon Written Request, transfer your Accumulated Value, or a part of it, among the Fixed Options and Variable Accounts as provided in this section. No transfer may be made if the policy is in a Grace Period and the Required Premium has not been paid.

We reserve the right:

- To limit the size of transfers so that each transfer is at least \$500
- To limit the frequency of transfers, however at least one transfer per calendar quarter will be allowed
- To require that the remaining balance in any account as a result of a transfer be at least \$500
- To assess a charge of \$25 for each transfer exceeding 12 per policy year
- To otherwise waive or reduce the restrictions on transfers described in this section. You may contact us to find out what restrictions are in effect at any time.

Transfers To The Fixed Options (from the Variable Accounts) – You may transfer to the Fixed Options only during the policy month preceding each policy anniversary and the policy month following each policy anniversary, subject to the limitations described in the Allocations To The Fixed Options subsection below. Such transfer may be for any amount up to 100% of the Variable Accumulated Value.

Transfers From The Fixed Account – You may make one transfer from the Fixed Account to the Variable Accounts or Fixed LT Account in any twelve-month period. Such transfer is limited to the greatest of \$5,000, 25% of the Accumulated Value in the Fixed Account, and the amount transferred in the prior policy year from the Fixed Account to the Variable Accounts, provided that you may transfer up to 100% of the value in the Fixed Account to the Fixed LT Account.

Transfers From The Fixed LT Account – You may make one transfer from the Fixed LT Account to the Variable Accounts or Fixed Account in any twelve-month period. Such transfer is limited to the greatest of \$5,000, 10% of the Accumulated Value in the Fixed LT Account, and the amount transferred in the prior policy year from the Fixed LT Account to either the Fixed or Variable Accounts.

Allocations To The Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, as follows:

- \$1,000,000 for Net Premiums
- \$100,000 for loan repayments and transfers

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments

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 at our Administrative Office.

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

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

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.

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 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.
- We reserve the right to disallow any withdrawal that would result in a Face Amount of less than \$1,000 after the withdrawal.

The amount of each withdrawal and any withdrawal fee will be deducted proportionately from the Investment Options.

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 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 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 Insured 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.

TIMING OF PAYMENTS AND TRANSFERS

Variable Accounts – With respect to allocations made to the Variable Accounts, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the Valuation Day on or next following the day on which we receive your instructions. For any portion of death benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Insured's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from any of the Variable Accounts, if:

- The New York Stock Exchange is closed on other than customary weekend and holiday closings
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC)
- An emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities
- The SEC by order permits postponement for the protection of policy owners

Other Allocations – With respect to allocations to accounts other than those made to the Variable Accounts, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from such accounts, for up to six months after we receive your request.

Deferral - If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

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 \$1,000 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 five-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 Loan Account of this policy. We recommend you consult your tax advisor before requesting a policy loan. Loan amounts will be deducted from the Investment Options on a pro rata basis.

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 – Interest will accrue daily and is payable in arrears at the maximum annual rate of 2.75%. We may use a lower loan interest rate. Interest not paid when due will be added to the loan principal and bear interest at the same rate.

Loan Repayment – Loans may be repaid at any time while the policy is In Force. An amount equal to the portion of any loan repaid, but not more than the amount in the Loan Account, will be transferred from the Loan Account to the Investment Options according to your most recent instructions for allocation of premiums. We reserve the right to transfer repayments from the Loan Account to each Fixed Option up to the amount that was originally borrowed from that Fixed Option. Any excess over such amount will be transferred to the Variable Accounts according to your most recent instructions for allocation of premiums.

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our

general account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- Change or add designated investment companies
- Add, remove or combine Variable Accounts
- Add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account
- Register or deregister any Variable Account under the Investment Company Act of 1940
- Change the classification of any Variable Account
- Operate any Variable Account as a managed investment company or as a unit investment trust
- Combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates
- Transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates
- Run any Variable Account under the direction of a committee, board, or other group
- Restrict or eliminate any voting rights of policy Owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account
- Change the allocations permitted under the policy
- Terminate and liquidate any Variable Account
- Make any other change needed to comply with law

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by 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. 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 Insured. A beneficiary may not, at or after the Insured'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 Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the Death Benefit 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 Insured 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 amendments and endorsements to the Application, any applications for reinstatement, 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 Insured's lifetime.

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 Insured's lifetime.

If there has been a change to the policy for which we required the Insured to submit 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 Insured's lifetime.

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

Suicide Exclusion – If the Insured 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 Insured 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; and
- 3) Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If the Insured's sex or birth date is misstated in the application and it is discovered on or after the death of the Insured, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio 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 the Insured's sex or birth date is misstated in the application and it is discovered before the death of the Insured, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of the Insured in calculating future Monthly Deductions.

Maturity – This policy does not mature, but will continue In Force so long as the 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

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

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities 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.

Juvenile Insured – This provision only applies if the Insured was under Age 20 on the Policy Date. Beginning when the Insured attains Age 20, you will have an opportunity to improve your policy's Risk Class as compared with the Risk Class that applied prior to Age 20. This may reduce the actual Cost of Insurance Charge that is deducted from your policy's Accumulated Value. At least 60 days prior to the Insured's Age 20, we will send to your last known address a notice of your right to apply for an improved Risk Class for the Insured of "Nonsmoker". In order to qualify for such improved Risk Class, you will be required to supply Evidence of Insurability satisfactory to us. In order for such improved Risk Class to take effect at Age 20, you must make the Written Request prior to Age 20. If you do not request an improved Risk Class for the Insured, a Risk Class of "Smoker" will be assigned.

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 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 (80% male, 20% female).

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

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 Face Amount, a Death Benefit Option change that would cause a reduction in the Face Amount, and a withdrawal that would cause a reduction in the Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original 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 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.

INDEX

Subject	Page	Subject	Page
Accumulated Value	5, 11	Loan Repayment	18
Administrative Charge	13	Maturity	21
Administrative Office	5	MEC	23
After the Monthly Deduction End Date	21	Misstatement	21
Age	5	Modified Endowment Contract	11, 12, 23
Annual Report	21	Monthly Deduction	13
Application	5	Monthly Deduction End Date	5, 13
Asset Charge	13	Monthly Payment Date	6
Assignment	19	Net Accumulated Value	6
Basic Coverage	5	Net Amount at Risk	6
Basis of Values	22	Net Asset Value	12
Beneficiary	19	Net Cash Surrender Value	15
Cash Surrender Value	15	Net Investment Factor	12
Cash Value Accumulation Test	7	Net Premium	6
Change of Death Benefit Option	8	Non-Participating	20
Class	5	Owner	19
Code	5	Planned Premium	10
Compliance	23	Policy Change Limit	9
Cost of Insurance Charge	13	Policy Charges	13, 14
Cost of Insurance Rates	13	Policy Date	6
Coverage Charge	13	Policy Debt	6
Coverage Layers	5	Policy Illustrations	21
Death Benefit	7	Policy Loans	18
Death Benefit Option	7	Policy Specifications	6
Death Benefit Proceeds	8	Premium Allocation	10
Death Benefit Qualification Test	7	Premium Limitation	10
Entire Contract	20	Premium Load	10
Evidence of Insurability	5	Premium Processing	10
Face Amount	5	Premiums	10
Face Amount Decrease	9	Reinstatement	14
Face Amount Increase	8	Risk Class	6
Fixed Accumulated Value	11	Separate Account	6, 18
Fixed Investment Options	5	Suicide Exclusion	20
Grace Period	14	Surrender	15
Guideline Premium Limit	10	Surrender Charge	16
Guideline Premium Test	7	Tax Qualification as Life Insurance	22
In Force	5	Total Face Amount	6
Income Benefits	17	Transfers	15
Incontestability	20	Unit Value	12
Insured	5	Unloaned Accumulated Value	13
Investment Options	5	Valuation Day	6
Juvenile Insured	22	Valuation Period	6
Lapse	14	Variable Account	6, 19
Loan Account	13	Variable Accumulated Value	12
Loan Account Value	13	Variable Investment Options	6
Loan Amount Available	18	Withdrawal	16
Loan Interest	18	Written Request	6



PACIFIC LIFE

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

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

INDEXED FIXED ACCOUNT RIDER

This Rider ("Rider") becomes a part of the policy to which it is attached ("Policy"). All terms of the Policy that do not conflict with this Rider's terms apply to this Rider.

Rider Benefit Summary – This Rider adds one or more Investment Options to your Policy. Each such Investment Option is called an Indexed Fixed Account, and, along with the Fixed Accounts offered under the Policy, is part of our general account. For ease of reference an Indexed Fixed Account may also be referred to as an "Indexed Account". With this Rider, the Policy's Accumulated Value is the sum of:

- the Variable Accumulated Value in the Variable Accounts; plus
- the Fixed Accumulated Value in the Fixed Accounts; plus
- the Indexed Fixed Accumulated Value in the Indexed Accounts; plus
- the Loan Account Value

The Accumulated Value under the Policy is used to calculate the Policy's Death Benefit (including any Minimum Death Benefit), Net Amount at Risk and charges.

The Variable Accounts are part of our Separate Account. The Fixed Accounts and the Indexed Accounts are part of our general account, not part of our Separate Account. The Variable Accumulated Value and the Fixed Accumulated Value are described in the Policy. The **Indexed Fixed Accumulated Value** (also referred to as the "Indexed Accumulated Value") is equal to the sum of the values of each Indexed Account (see Indexed Account Value).

You may designate a portion of each Net Premium or loan repayment for transfer to an Indexed Account. The amount so designated will first be deposited to the Fixed Account. You may also, by Written Request, instruct us to transfer a designated amount from the Fixed Account to an Indexed Account. The amount you designate for transfer to the Indexed Account, whether resulting from a Net Premium, loan repayment, other Written Request, will then be transferred from the Fixed Account to the Indexed Account on the next Segment Start Date, provided such transfer will be limited to the Fixed Account balance. Any amounts held in the Fixed Account prior to transfer to an Indexed Account will earn interest at a fixed rate of interest not less than the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications.

Each transfer to the Indexed Account creates a Segment which earns interest, based in part on the growth rate of the Index. The growth rate of the Indexed Account has an upper limit (the Growth Cap), and a lower limit (the Segment Guaranteed Interest Rate) as shown in the Policy Specifications. Additional information, key definitions, and the various Rider provisions are included below.

Rider Charge – There is a monthly charge for this Rider ("Rider Charge"). The Rider Charge is the sum of the Rider Charge for each Indexed Account, which is equal to the Monthly Rider Charge Rate for that Indexed Account, as shown on the Policy Specifications, multiplied by the value of that Indexed Account as of the Monthly Payment Date. The Rider Charge is part of the Monthly Deduction assessed against the Policy's Accumulated Value. Monthly Deductions, as well as any other deductions from the Policy's Accumulated Value, are taken from the Policy's Fixed Accumulated Value and Variable Accumulated Value until they are exhausted. Any further deduction is taken from the Indexed Accumulated Value, as described in the Segment Deductions provision.

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 the 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 an allocation 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 deducted from the Segments for the Policy's Monthly Deductions, and for withdrawals or transfers from the Fixed Option that are described in the Policy for computing the Fixed Accumulated 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 Maturity Value is reallocated, based on your instructions, to any Investment Option. If the Investment Option you elect is an Indexed Account, a new Segment is created in that Indexed Account.

SEGMENT CREATION AND TRANSFERS

Segment Creation – A new Segment is created when 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 as of 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.

Segment Start Dates – Segment Start Dates are the dates as of which transfers into the Indexed Account may occur. The Segment Start Dates as of the issue of the Policy are shown in the Policy Specifications. For Policies that have a Free Look Transfer Date (see the Definitions section of your Policy to find out if it has a Free Look Transfer Date), the first transfer to an Indexed Account will occur on the first Segment Start Date following the Free Look Transfer Date. We reserve the right to change the Segment Start Dates and to limit transfers into the Indexed Account, but transfers may occur not less frequently than once per calendar quarter. If we change the Segment Start Dates, you will be notified in the Annual Report or other written notice.

Payment and Reallocation Instructions – Transfers to the Indexed Accounts will be based on your latest instructions on file with us. This explains the payment and reallocation instructions for transfers to an Indexed Account.

1. **Payment Instructions:** These are your instructions to us, in which you designate a portion of each Net Premium or loan repayment ("Designated Amount") to be transferred to an Indexed Account. The Designated Amount will first be deposited in the Fixed Account. Then, on the next Segment Start Date, the Designated Amount, or if less, the Fixed Account balance will be transferred from the Fixed Account to the Indexed Account. If you have given us no instructions or if your Policy is in a Lockout Period (see **Lockout Period**), then no allocation 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 Maturity Value can be reallocated to the Fixed Account or an Indexed Account. If you have given us no instructions for such Segment Maturity Value, the value will be reallocated to the same Indexed Account to create a new

Segment in the Indexed Account. If Segment Maturity Value is transferred to the Fixed Account, subsequent transfers from the Fixed Account to other Investment Options may be done according to the Transfers provisions of the Policy.

Transfers by Written Request – You may, by Written Request, designate an amount to be transferred from the Fixed Account to an Indexed Account. If you want to transfer money from other Investment Options into the Indexed Accounts, you must first transfer money from those Investment Options to the Fixed Account according to the Transfer provisions in the Policy, and then transfer from the Fixed Account to the Indexed Accounts as described in this paragraph. The amount you designate for transfer, or if less, the Fixed Account balance, will then be transferred to the Indexed Account on the next Segment Start Date.

You may not transfer value out of an Indexed Account to any other Investment Option before the end of the Segment Term.

Cut-Off Date – To be effective on a given Segment Start 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 Segment Start Date:

- Any instructions for transfers to the Indexed Accounts
- Any premium payment or loan repayment intended to result in a transfer to an Indexed Account

Order of Processing Transfers – Any reallocation of Segment Maturity Value from the Indexed Accounts to the Fixed Account will occur before any other transfer.

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 Segment Start 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 – 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.

Segment Deductions – Deductions from your Policy's Accumulated Value for Monthly Deductions, policy loans, and withdrawals are first taken from the Policy's Fixed Accumulated Value and Variable Accumulated Value, as described in the Policy. If there is no Fixed Accumulated Value and Variable Accumulated Value, then deductions are taken from the Indexed Fixed Accumulated Value. Among Indexed Accounts, deductions are taken from the Indexed Accounts in order, according to the length of the Segment Term, from shortest to longest. 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. 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. Reallocation of Segment Maturity Value to an Indexed Account is allowed during the Lockout Period. 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.

Systematic Distribution Program – is a program of periodic distribution of policy values that we designate as a Systematic Distribution Program. We reserve the right to discontinue such a program at any time. The program includes periodic distribution to you of a portion of the Policy’s Accumulated Value through policy loans and withdrawals while the Insured is alive and the Policy is in force. Contact the Company for details of how this program works.

SEGMENT MATURITY VALUE AND REALLOCATION

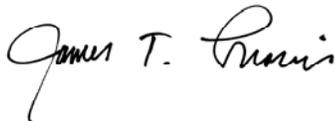
Segment Indexed Interest – At Segment Maturity, the Segment Indexed Interest is calculated, as described in the Policy Specifications, and credited to the Segment, resulting in the **Segment Maturity Value**. At Segment Maturity the maturing Segment ends and the Segment Maturity Value will be reallocated to the Fixed and Indexed Accounts according to your reallocation instructions on file with us, provided that if you have not given us any such instructions, the Segment Maturity Value will be reallocated to a new Segment in the same Indexed Account. However, 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.

Effective Dates – This Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earlier of:

- Your Written Request
- The date the Rider or the Policy ceases to be In Force

“Standard & Poor’s®” and “Standard & Poor’s 500” is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by Pacific Life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor’s and Standard & Poor’s makes no representation regarding the advisability of purchasing the Product. (“Product” refers to the product provided by this policy.)

Signed for Pacific Life Insurance Company,



Chairman, President and Chief Executive Officer



Secretary

INDEX

Subject	Page	Subject	Page
Closing Value.....	1	Segment Date	2
Cut-Off Date.....	3	Segment Deductions	3
Designated Amount	1	Segment Guaranteed Interest	3
Index	1	Segment Indexed Interest.....	4
Indexed Accounts	1	Segment Maturity.....	3
Indexed Accumulated Value	1	Segment Maturity Value	4
Indexed Fixed Accumulated Value	1	Segment Term	3
Lockout Period.....	4	Segment Value	3
Payment Instructions	2	Systematic Distribution Program	4
Reallocation Instructions.....	2	Segment Start Dates	2
Rider Charge	1	Transfers by Written Request	3
Segment Creation.....	2		

POLICY SPECIFICATIONS

(Sections for Other Coverages)

R09IAR INDEXED FIXED ACCOUNT RIDER

INDEXED ACCOUNT SEGMENT START DATES: THE 15TH OF EACH CALENDAR
MONTH (SEE INDEXED ACCOUNT SECTION FOR EXPLANATION)

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
 Monthly Rider Charge Rate: 0.025%

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.

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 Male 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: U.S. Citizen U.S. Permanent Resident Foreign National
If Foreign National, provide Country and Visa Type
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:
• 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 Male 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: U.S. Citizen U.S. Permanent Resident Foreign National
If Foreign National, provide Country and Visa Type
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)

PRIMARY CONTINGENT BENEFICIARY(IES) (Optional) Total of percentages must equal 100%. If percentage shares are left blank, the shares will be divided equally.	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				

TERM RIDER ON ADDITIONAL INSURED BENEFICIARY(IES) Complete if Term Rider on Additional Insured or Second- to-Die Life Insurance Policy's beneficiary is different than the primary beneficiary. Total of percentages must equal 100%. If percentage shares are left blank, the shares will be divided equally.	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				

TERM RIDER ON PRIMARY INSURED BENEFICIARY(IES) Complete if Second- to-Die Life Insurance Policy's beneficiary is different than the primary beneficiary. Total of percentages must equal 100%. If percentage shares are left blank, the shares will be divided equally.	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"/>

TOBACCO USE INFORMATION Complete if Proposed Insured and/or Proposed Additional Insured is age 20 and above.	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"/>	
	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

<p>AMOUNT PAID WITH THIS APPLICATION The application, TIA, and check should all have the same date.</p>	<p>1A. Is an initial premium submitted with this application? <input type="checkbox"/> No <input type="checkbox"/> Yes (Do not submit money unless the Temporary Insurance Agreement (TIA) is completed)</p> <p>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.</p>						
<p>PREMIUM FINANCING All questions must be answered.</p>	<p>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.</p> <p>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? <input type="checkbox"/> Yes (Sign the applicable Premium Financing Disclosure Statement and submit with the application) Indicate name of the financing agreement _____ Indicate name of the lender _____ <input type="checkbox"/> No</p> <p>B. Have you made plans to transfer the policy to a third party as repayment of any premium financing debt? <input type="checkbox"/> Yes (Give details in the Remarks section) <input type="checkbox"/> No</p>						
<p>PREMIUM BILLING METHODS If adding to an existing List Bill, question #4 is not applicable.</p>	<p>3. Billing Method (Check one): A. <input type="checkbox"/> Direct B. <input type="checkbox"/> Monthly Bank Draft (Complete Authorization for Electronic Funds Transfer (EFT) form) C. <input type="checkbox"/> Single Premium D. <input type="checkbox"/> 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) <input type="checkbox"/> New List Bill <input type="checkbox"/> Add to Existing List Bill #: _____</p> <p>4. Frequency of Payment for Direct and List Bill: (Check one) A. <input type="checkbox"/> Annually C. <input type="checkbox"/> Quarterly B. <input type="checkbox"/> Semi-Annually D. <input type="checkbox"/> Monthly (Available with List Bill only)</p>						
<p>PAYOR OF PREMIUMS Individual or entity paying premium.</p>	<p>5. Payor of premium is: (Check one) <input type="checkbox"/> Proposed Insured <input type="checkbox"/> Proposed Additional Insured <input type="checkbox"/> Primary Policyowner <input type="checkbox"/> Employer <input type="checkbox"/> Other</p> <p>6. Complete information below for above party(ies), if different from (or not included) in Client Information section.</p> <table border="1" data-bbox="305 1199 1554 1373"> <tr> <td data-bbox="305 1199 1219 1255">A. Name</td> <td data-bbox="1219 1199 1554 1255">B. Relationship to Insured(s)</td> </tr> <tr> <td colspan="2" data-bbox="305 1255 1554 1312">C. Care of (if applicable)</td> </tr> <tr> <td data-bbox="305 1312 841 1373">D. Address: Street</td> <td data-bbox="841 1312 1554 1373">City State Zip Code</td> </tr> </table>	A. Name	B. Relationship to Insured(s)	C. Care of (if applicable)		D. Address: Street	City State Zip Code
A. Name	B. Relationship to Insured(s)						
C. Care of (if applicable)							
D. Address: Street	City State Zip Code						
<p>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.</p>	<p>7. Send Premium Notices to: <input type="checkbox"/> Proposed Insured <input type="checkbox"/> Proposed Additional Insured <input type="checkbox"/> Primary Policyowner <input type="checkbox"/> All Policyowners <input type="checkbox"/> Other</p> <p>8. Complete information below for above party(ies), if different from (or not included) in Client Information section.</p> <table border="1" data-bbox="305 1478 1554 1652"> <tr> <td data-bbox="305 1478 1219 1535">A. Name</td> <td data-bbox="1219 1478 1554 1535">B. Relationship to Insured(s)</td> </tr> <tr> <td colspan="2" data-bbox="305 1535 1554 1591">C. Care of (if applicable)</td> </tr> <tr> <td data-bbox="305 1591 841 1652">D. Address: Street</td> <td data-bbox="841 1591 1554 1652">City State Zip Code</td> </tr> </table>	A. Name	B. Relationship to Insured(s)	C. Care of (if applicable)		D. Address: Street	City State Zip Code
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 \$ _____	Total Initial Coverage = \$ _____
	[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 \$ _____ SVER Term Insurance Rider \$ _____ SVER Term Insurance Rider–Last Survivor \$ _____ SVER Term Insurance Rider Trust/Executive \$ _____ Other _____ \$ _____]	
	Total of Rider/Other Coverage Above \$ _____	
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 subject to limit shown in the illustration)	
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"/> IRC § 412(e)(3) Life Insurance Rider K. <input type="checkbox"/> Minimum Earnings Benefit Rider _____ years (Indicate a Maturity Period) L. <input type="checkbox"/> No Lapse Guarantee Rider M. <input type="checkbox"/> Owner Waiver of Charges (Complete Non-Medical form) N. <input type="checkbox"/> Payor Waiver of Charges (Complete Non-Medical form) O. <input type="checkbox"/> Premium Waiver P. <input type="checkbox"/> Waiver of Charges (On Insured) Q. <input type="checkbox"/> Other _____ R. <input type="checkbox"/> Other _____ S. <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><u>Variable Life Policies</u></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><u>Indexed Universal Life (IUL) Policies</u></p> <ul style="list-style-type: none"> • Automatic Transfers • One-Time Transfers • Recurring Transfers • Initiate Policy Loans
--	--

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	

THIS PAGE IS INTENTIONALLY LEFT BLANK

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 the Indexed Account(s) selected below on the next transfer date. The sum of the percentages may be equal to or less than 100%.
- A. 1 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)
 - B. 5 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 1% Segment Guaranteed Interest Rate)
 - C. 5 Year Indexed Account 2 _____% (105% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)]
 - D. By checking NO, I elect No Automatic Transfers (funds will remain in Fixed Account). **NO**

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

SEGMENT MATURITY (Optional)

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

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

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

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 establish a schedule of transfers from the Fixed Account Value to the Indexed Account(s) on each scheduled Transfer Date as indicated below. The first transfer will be effective on the next eligible Transfer Date which corresponds to the frequency selected.

A. Objective (Complete 1 or 2):

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

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

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

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

[_____% to the 1 Year Indexed Account

_____ % to the 5 Year Indexed Account

_____ % to the 5 Year Indexed Account 2]

MUST TOTAL 100%

C. Frequency of transfers (Check one): Monthly Quarterly Semi-Annually Annually

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	[Pacific Life	_____	1 Year Indexed Account (Not available on all products)
ClearBridge	_____	Large-Cap Value	PAM	_____	High Yield Bond
ClearBridge	_____	LMPV Aggressive Growth II	PAM	_____	Money Market
ClearBridge	_____	LMPV Mid Cap Core II	PIMCO	_____	Inflation Managed
Columbia	_____	Technology	PIMCO	_____	Managed Bond
Fidelity®	_____	VIP Contrafund® SC2	PLFA	_____	Pacific Dynamix-Conservative Growth
Fidelity®	_____	VIP Freedom 2010 SC2	PLFA	_____	Pacific Dynamix-Moderate Growth
Fidelity®	_____	VIP Freedom 2015 SC2	PLFA	_____	Pacific Dynamix-Growth
Fidelity®	_____	VIP Freedom 2020 SC2	T. Rowe Price	_____	T. Rowe Price Blue Chip Growth-II
Fidelity®	_____	VIP Freedom 2025 SC2	T. Rowe Price	_____	T. Rowe Price Equity Income-II
Fidelity®	_____	VIP Freedom 2030 SC2	UBS Global AM	_____	Large-Cap Growth
Fidelity®	_____	VIP Freedom Inc SC2	Van Eck	_____	Van Eck Worldwide Hard Assets
Fidelity®	_____	VIP Growth SC2	Van Kampen	_____	Comstock
Fidelity®	_____	VIP Mid-Cap SC2	Van Kampen	_____	Mid-Cap Growth
Fidelity®	_____	VIP Value Strategies SC2	Van Kampen	_____	Real Estate
Goldman Sachs	_____	Short Duration Bond	Vaughan Nelson	_____	Small-Cap Equity
Highland	_____	Floating Rate Loan	WAMCO	_____	Diversified Bond]
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 \$ _____	[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 \$ _____ SVER Term Insurance Rider \$ _____ SVER Term Insurance Rider—Last Survivor \$ _____ SVER Term Insurance Rider Trust/Executive \$ _____ Other _____ \$ _____ Total of Rider/Other Coverage Above \$ _____	= Total Initial Coverage \$ _____

4. Check one: Option A (Level) Option B (Increasing) Option C (Face amount plus premiums less distributions subject to limit shown in the illustration)

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"/> IRC § 412(e)(3) Life Insurance Rider K. <input type="checkbox"/> Minimum Earnings Benefit Rider _____ years (Indicate a Maturity Period) L. <input type="checkbox"/> No Lapse Guarantee Rider M. <input type="checkbox"/> Owner Waiver of Charges (Complete Non-Medical form) N. <input type="checkbox"/> Payor Waiver of Charges (Complete Non-Medical form) O. <input type="checkbox"/> Premium Waiver P. <input type="checkbox"/> Waiver of Charges (On Insured) Q. <input type="checkbox"/> Other _____ R. <input type="checkbox"/> Other _____ S. <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 signing this application, I am consenting to the Employer's and/or Trust's future face amount increases with respect to the policy issued in connection with this consent. However, should such face amount increases result in a face amount that exceeds the maximum amount described above, my employer may need to obtain additional written consent from me in order to comply with IRC Section 101(j).

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, including appropriate annual IRS filings.

By signing this application, 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 a product with an equity indexed feature, I ACKNOWLEDGE that: I am applying for a product with an equity indexed feature, for which the 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 equity indexed feature 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:

APPLICANT SIGNED AND DATED ON:

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

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.



X _____

THE APPLICANT IS THE PARTY THAT APPLIES FOR THE POLICY.

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

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



X _____

Proposed Insured's Signature, if other than applicant



X _____

Proposed Additional Insured's Signature, if applicable



X _____

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



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.



X _____

Soliciting Producer's Signature

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

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
P.O. Box 6390 • Newport Beach, CA 92658-6390
(800) 347-7787 • Fax (949) 420-6302
www.PacificLife.com]



PACIFIC LIFE

APPLICATION FOR LIFE INSURANCE - CORPORATE MASTER APPLICATION (Census Must Be Attached)

CLIENT INFORMATION

POLICYOWNER
1. Policyowner Name
2. Care of (if applicable)
3. Address: Street City State Zip Code
4. Taxpayer ID Number 5. Telephone (include area code)
6. Trustee's Name: First MI Last 7. Date of Trust (mm/dd/yyyy)
8. Additional Trustee's Name: First MI Last

BENEFICIARY
9. Beneficiary Name
10. Taxpayer ID Number 11. Date of Trust (mm/dd/yyyy)
12. Trustee's Name: First MI Last
13. Additional Trustee's Name: First MI Last

LIFE INSURANCE COVERAGE INFORMATION

POLICY INFORMATION
1. Product Name 2. Policy Date (mm/dd/yyyy)
3. Total Initial Coverage (Sum of coverage on census) \$ 4. Planned Annual Premium (Sum of premium on census) \$
5. Death Benefit Option (Check one): (not available on all products)
A. [] Option A (Level) B. [] Option B (Increasing) C. [] Option C (Face amount plus premiums less distributions subject to limit shown in the illustration)
6. Optional Benefits/Riders
[A. [] Annual Renewable Term B. [] SVER Term Insurance Rider \$
Check one term type C. [] SVER Term Insurance Rider - Trust/Executive Benefit \$
[] Level Term D. [] Other \$
[] Variable Annual Renewable Term (VART)
[] Group Term Carve Out (GTCO)]
7. Life Insurance Qualification Test (Qualification test cannot be changed after the policy is inforce)
Check one: A. [] Guideline Premium Test B. [] Cash Value Accumulation Test
8. Guaranteed Cost of Insurance (COI) Period (Not all years available on all products.)
Indicate number of years: [] 0 [] 3 [] 5 [] 10 [] Other
9. Is money submitted with this Application?
[] Yes (Do not submit money unless the Multilife Temporary Insurance Agreement is signed and submitted.) [] No



PREMIUM AND BILLING INFORMATION

BILLING INFORMATION

1. Method & Frequency of Payment:

A. Select a List Bill Option

1. New List Bill (Check one): Annually Semi-Annually Quarterly Monthly

2. Add to Existing List Bill #: _____

B. Will this be paid as a single premium? Yes

2A. Send Premium Notices to: Policyowner Payor Other

Indicate name and address below if different from the Policyowner's Information.

B. Name _____

C. Care of (if applicable) _____

D. Address: Street _____ City _____ State _____ Zip Code _____

NOTIFICATIONS

(Optional - Complete if notifications are to be sent to a party other than the policyowner)

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

3. Indicate where notifications should be sent: Employer Other

4. Indicate name, and address below if information for above entity(ies) is different from the Policyowner's Information.

A. Name _____

B. Care of (if applicable) _____

C. Address: Street _____ City _____ State _____ Zip Code _____

EXISTING AND PENDING INSURANCE INFORMATION

LIFE INSURANCE / ANNUITY IN FORCE AND REPLACEMENT INFORMATION

IMPORTANT

Certain states require replacement forms for any inforce policies even if a replacement is not intended.

1. Are you the applicant of any existing or pending life insurance or annuities on any Proposed Insured(s)?

Yes (Complete and submit with the application any applicable state replacement notice, see IMPORTANT note)

No

2A. Will any of the policies 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 and submit with the application the applicable state replacement forms)

No

B. If yes to 2A, is this a tax-qualified exchange? (If yes, indicate tax-qualified type below and provide a census with exchange policy numbers, company name and Insured's names)

1035 Exchange (Complete the 1035 Absolute Assignment form)

Qualified Plan Exchange (Complete the Transfer of Assets form)

C. If yes to 2A, will a loan be carried over?

Yes (If yes, include loan amounts in census)

No

EMPLOYEE INFORMATION

ACTIVELY AT WORK STATUS

1A. Is each Proposed Insured listed on the attached census currently engaged in active full-time work (at least 30 hours per week in a normal capacity)? (If no, give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
B. Has any Proposed Insured listed on the attached census been hospitalized or absent from work due to illness or accident more than a total of three days in the preceding three months? (If yes, give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

ONLY COMPLETE THIS SECTION WHEN APPLYING FOR A VARIABLE LIFE INSURANCE POLICY

VARIABLE LIFE INSURANCE INFORMATION

PREMIUM ALLOCATION 1. 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.

Manager	%	Investment Option	Manager	%	Investment Option
[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	[Pacific Life		1 Year Indexed Account (Not available on all products)
ClearBridge		Large-Cap Value	PAM		High Yield Bond
ClearBridge		LMPV Aggressive Growth II	PAM		Money Market
ClearBridge		LMPV Mid Cap Core II	PIMCO		Inflation Managed
Columbia		Technology	PIMCO		Managed Bond
Fidelity®		VIP Contrafund® SC2	PLFA		Pacific Dynamix-Conservative Growth
Fidelity®		VIP Freedom 2010 SC2	PLFA		Pacific Dynamix-Moderate Growth
Fidelity®		VIP Freedom 2015 SC2	PLFA		Pacific Dynamix-Growth
Fidelity®		VIP Freedom 2020 SC2	T. Rowe Price		T. Rowe Price Blue Chip Growth-II
Fidelity®		VIP Freedom 2025 SC2	T. Rowe Price		T. Rowe Price Equity Income-II
Fidelity®		VIP Freedom 2030 SC2	UBS Global AM		Large-Cap Growth
Fidelity®		VIP Freedom Inc SC2	Van Eck		Van Eck Worldwide Hard Assets
Fidelity®		VIP Growth SC2	Van Kampen		Comstock
Fidelity®		VIP Mid-Cap SC2	Van Kampen		Mid-Cap Growth
Fidelity®		VIP Value Strategies SC2	Van Kampen		Real Estate
Goldman Sachs		Short Duration Bond	Vaughan Nelson		Small-Cap Equity
Highland		Floating Rate Loan	WAMCO		Diversified Bond]
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.

ONLY COMPLETE THIS SECTION WHEN APPLYING FOR A VARIABLE LIFE INSURANCE POLICY

VARIABLE LIFE INSURANCE INFORMATION (Continued)

<p>REBALANCING (Optional)</p> <p>Not applicable for Fixed Accounts, or Dollar Cost Averaging.</p>	<p>2. I authorize Pacific Life to automatically rebalance the Accumulated Value in the Variable Investment Options to the original allocation percentages I selected in the Premium Allocation section.</p> <p>Start Date: _____ (Indicate a date, excluding 29th, 30th and 31st of the month) (mm/dd/yyyy)</p> <p>Frequency: (Check one) <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly</p> <p>If the date selected is prior to any applicable Free-Look transfer date, the rebalancing will take place on the next selected frequency. Rebalancing will continue until a written request from the policyowner(s) to discontinue is received by Pacific Life.</p>
--	---

<p>VARIABLE LIFE ACKNOWLEDGMENT</p>	<p>With respect to the purchase of this variable life insurance policy, by signing this application I, acknowledge that:</p> <ul style="list-style-type: none"> • 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 policies I applied for, as well as prospectuses for all variable insurance funds which are available within the policy. <p>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.</p>
--	--

<p>ELECT TO RECEIVE FUTURE PROSPECTUSES AND FUND REPORTS ON CD-ROM (Optional)</p>	<p>3. By checking YES, I authorize Pacific Life to provide future prospectuses and fund reports in electronic format via CD-ROM. <input type="checkbox"/> YES</p> <p>By consenting to receive current/future prospectuses and fund reports in electronic format, I agree that:</p> <ul style="list-style-type: none"> • This election will be effective for all variable life insurance policies that are currently owned by the Policyowner and for variable life insurance policies that the Policyowner may acquire in the future • The Policyowner has the means to view such documents • The Policyowner may request paper copies of any of the documents at any time and at no cost by calling (800) 347-7787 • This authorization will remain in effect until such time as the Policyowner may decide to revoke this authorization • The Policyowner may revoke this authorization at any time by calling (800) 347-7787
--	---

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

ONLY COMPLETE THIS SECTION WHEN APPLYING FOR A VARIABLE LIFE INSURANCE POLICY

VARIABLE LIFE INSURANCE INFORMATION (Continued)

TELEPHONE & ELECTRONIC AUTHORIZATION
(Optional)

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

- Transfer Between Investment Options
- Change Future Premium Allocation Instructions
- Initiate Dollar Cost Averaging
- Initiate Policy Loans
- Rebalance Variable Investment Options

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.

The Policyowner further understands and agrees 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, the Policyowner withholds authorization for such telephone and/or electronic requests. NO

AUTHORIZATION FOR APPOINTMENT
(Optional)

5. As the policyowner, I authorize and appoint the party(ies) listed below to act 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:
 All Requests (listed in Telephone & Electronic Authorization section)
 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:
 All Requests (listed in Telephone & Electronic Authorization section)
 All Requests (listed in Telephone & Electronic Authorization section) **except** initiating Policy Loans

VARIABLE LIFE ILLUSTRATION INFORMATION

I, the applicant, understand that I have applied for and/or purchased variable universal life insurance policies 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 policies 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.

NEW BUSINESS DATE STAMP (FOR INTERNAL USE ONLY)

NON-VARIABLE ILLUSTRATION INFORMATION

NON-VARIABLE ILLUSTRATION ACKNOWLEDGMENT

IMPORTANT
Must be completed by the Applicant when applying for a **Non-Variable** product.

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. Illustrations that match this application were presented, signed by me, and are being submitted with this application.
- B. An individual illustration on one life to be insured and a composite illustration representative of the coverage on the lives to be insured were signed by me, and are being submitted with this application.
- C. An individual illustration on one life to be insured and a composite illustration were not presented to me. (Not applicable in Michigan)
- D. An individual illustration on one life to be insured and a composite illustration were presented to me; however the policies applied for are different than as illustrated.

If C or D is checked, I acknowledge, as applicant, that I did not receive and sign an individual and/or composite illustration that matches this application. I also understand that illustrations matching the policies as issued will be provided no later than at the time the policies are delivered.

AUTHORIZATION TO EXERCISE OWNERSHIP RIGHTS

EXERCISE FUTURE OWNERSHIP RIGHTS (Optional)

If Authorized Party must always sign to exercise ownership rights, check the "Always Required" box.

1. Pacific Life will follow the written instructions of the person(s) named below and/or the officer signing in the signature section of this application as the policyowner.

Authorized Party's Name: First	MI	Last	<input type="checkbox"/> Always Required	Corporate Title
--------------------------------	----	------	--	-----------------

Authorized Party's Signature

Authorized Party's Name: First	MI	Last	<input type="checkbox"/> Always Required	Corporate Title
--------------------------------	----	------	--	-----------------

Authorized Party's Signature

2. Is the officer that signs in the signature section of this application as policyowner always required to sign in order to execute future ownership rights? Yes No

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) and 6039I 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 the 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, including appropriate annual IRS filings.

By signing this application, 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 the life insurance policies.

TAXPAYER IDENTIFICATION

CERTIFICATION OF POLICYOWNER'S TAXPAYER IDENTIFICATION #

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions in item 3 of the Certification on the official IRS Form W-9).

Note: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
P.O. Box 6390 • Newport Beach, CA 92658-6390
(800) 347-7787 • Fax (949) 420-6302
www.PacificLife.com]



PACIFIC LIFE

APPLICATION FOR LIFE INSURANCE – INDIVIDUAL GUARANTEED ISSUE

CLIENT INFORMATION

PROPOSED INSURED	1. Proposed Insured's Name: First MI Last			2. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female		
	3. Date of Birth (mm/dd/yyyy)	4. Social Security Number		5. Telephone (include area code)		
	6. Proposed Insured's Address: Street City State Zip Code					
Employee's Work Address should be location where proposed insured physically works.	7. Employer			8. Occupation/Title		
	9. Employee's Work Address: Street City State Zip Code					
POLICY OWNER/TRUST Complete only if owner is different than insured. If owner is a trust, also complete 14-15.	10. Owner's Name			11. Soc Sec # / Tax ID #		
	12. Address: Street City State Zip Code					
	13. Telephone (include area code)					
	14. Trustee's Name: First MI Last			15. Date of Trust		
BENEFICIARY Complete only if beneficiary is different than owner. If beneficiary is a trust, also complete 20-21.	16. Beneficiary Name			17. Relationship to Insured		
	18. Soc Sec # / Tax ID #		19. Date of Birth (mm/dd/yyyy)			
	20. Trustee's Name: First MI Last			21. Date of Trust		

LIFE INSURANCE COVERAGE INFORMATION

PRODUCT/PREMIUM	1. Product Name				
	2. Planned Annual Premium		3. Policy Date (mm/dd/yyyy)		
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.	4. Basic Coverage Amount \$ _____	Rider/Other Coverage (Total of face amounts below) \$ _____			Total Initial Coverage \$ _____
		<input type="checkbox"/> Annual Renewable Term \$ _____ Check one term type: <input type="checkbox"/> Level <input type="checkbox"/> Variable Annual Renewable Term (VART) <input type="checkbox"/> Group Term Carve Out (GTCO) <input type="checkbox"/> SVER Term Insurance Rider \$ _____ <input type="checkbox"/> SVER Term Insurance Rider - Trust/Executive Benefit \$ _____ <input type="checkbox"/> Other _____ \$ _____			
DEATH BENEFIT OPTION	5. Death Benefit Option (Check one): (not available on all products) A. <input type="checkbox"/> Option A (Level) B. <input type="checkbox"/> Option B (Increasing) C. <input type="checkbox"/> Option C (Face amount plus premiums less distributions subject to limit shown in the illustration)				



LIFE INSURANCE COVERAGE INFORMATION (CONTINUED)**OPTIONAL BENEFITS**
Select the appropriate riders as indicated in the Illustration.

6. Optional Benefits/Riders
- A. Accelerated Living Benefit Rider (Complete disclosure form)
- B. Other _____
- C. Other _____

LIFE INSURANCE QUALIFICATION TEST

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

GUARANTEED COST OF INSURANCE (COI) PERIOD

8. Guaranteed Cost of Insurance (COI) Period. (Not all years available on all products)
- Indicate number of years: 0 3 5 10 Other _____

MULTILIFE TEMPORARY INSURANCE AGREEMENT

9. Is money submitted with this Application?
- Yes (Do not submit money unless the Multilife Temporary Insurance Agreement is signed and submitted) No

AUTHORIZATION TO INCREASE/DECREASE COVERAGE

10. Do you authorize your Employer to increase or decrease the amount of insurance on your life as needed in order to fulfill the goals of the benefit plan without further notice to you as long as you are actively employed with your Employer?
- Yes No

PREMIUM AND BILLING INFORMATION**BILLING INFORMATION**

1. I agree that inclusion of the premium for this policy in an itemized list to be furnished as stated below by Pacific Life to the Employer named above shall constitute notice of premium due, and I waive any future premium notices or other notices relating to premiums.
- A. Select a List Bill Option
1. New List Bill (Check one): Annually Semi-Annually Quarterly Monthly
2. Add to Existing List Bill #: _____
- B. Will this be paid as a Single Premium? Yes
- 2A. Send Premium Notices to: Policyowner Payor* Other*
- *Indicate name and address below if different from the Policyowner's Information.

B. Name

C. Care of (if applicable)

D. Address: Street

City

State

Zip Code

NOTIFICATIONS

(Optional - Complete if notifications are to be sent to a party other than Policyowner.)

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

3. Indicate where notifications should be sent: Employer Other
4. Indicate name and address below if information for above entity(ies) is different from the Policyowner's Information.

A. Name

B. Care of (if applicable)

C. Address: Street

City

State

Zip Code

TAXPAYER IDENTIFICATION**CERTIFICATION OF POLICYOWNER'S TAXPAYER IDENTIFICATION #****Under penalties of perjury, I certify that:**

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions in item 3 of the Certification on the official IRS Form W-9).

Note: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

EXISTING AND PENDING INSURANCE INFORMATION

LIFE INSURANCE / ANNUITY IN FORCE AND REPLACEMENT INFORMATION

IMPORTANT

Certain states require replacement forms for any inforce policy even if a replacement is not intended.

- 1. Are there any existing or pending life insurance or annuities on any Proposed Insured(s)?
 - Yes (Complete and submit with the application any applicable state replacement notice, see IMPORTANT note)
 - No
- 2A. 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 and submit with the application the applicable state replacement forms)
 - No
- B. If yes to 2A, is this a tax-qualified exchange? (If yes, indicate tax-qualified type, and complete chart below)
 - 1035 Exchange (Complete the 1035 Absolute Assignment form)
 - Qualified Plan Exchange (Complete the Transfer of Assets form)

Policy Number	Company Name

- C. If yes to 2A, will a loan be carried over?
 - Yes, loan amount \$ _____.
 - No

UNDERWRITING INFORMATION

ACTIVELY AT WORK/ SMOKER STATUS
(To be completed by Proposed Insured.)

	Yes	No
1A. Are you currently engaged in active full-time work (at least 30 hours per week in a normal capacity)? (If no, give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
B. Have you been hospitalized or absent from work due to illness or accident more than a total of three days in the preceding three months? (If yes, give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you smoked a cigarette in the last 12 months? (If yes, give date last smoked) Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Annual salary or total compensation: _____ (Required for Salary Based Plans)		

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

ONLY COMPLETE THIS SECTION WHEN APPLYING FOR A VARIABLE LIFE INSURANCE POLICY

VARIABLE LIFE INSURANCE INFORMATION

PREMIUM ALLOCATION 1. 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
			Lazard	_____	Mid-Cap Equity
Analytic/JPM	_____	Long/Short Large-Cap			
Batterymarch	_____	International Small-Cap	MFS	_____	International Large-Cap
			MFS	_____	MFS VIT New Discovery SC
			MFS	_____	MFS VIT Utilities SC
BlackRock	_____	BlackRock Basic Value V.I. Fund III			
BlackRock	_____	BlackRock Global Allocation V.I. Fund III	NACM	_____	Premier VIT NACM Small Cap
BlackRock	_____	Equity Index			
BlackRock	_____	Mid-Cap Value	NFJ	_____	Small-Cap Value
BlackRock	_____	Small-Cap Index			
Capital Guardian	_____	Diversified Research	OppenheimerFunds	_____	Emerging Markets
Capital Guardian	_____	Equity	OppenheimerFunds	_____	Main Street® Core
			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	[Pacific Life	_____	1 Year Indexed Account (Not available on all products)
ClearBridge	_____	Large-Cap Value			
ClearBridge	_____	LMPV Aggressive Growth II	PAM	_____	High Yield Bond
ClearBridge	_____	LMPV Mid Cap Core II	PAM	_____	Money Market
Columbia	_____	Technology	PIMCO	_____	Inflation Managed
			PIMCO	_____	Managed Bond
Fidelity®	_____	VIP Contrafund® SC2			
Fidelity®	_____	VIP Freedom 2010 SC2	PLFA	_____	Pacific Dynamix-Conservative Growth
Fidelity®	_____	VIP Freedom 2015 SC2	PLFA	_____	Pacific Dynamix-Moderate Growth
Fidelity®	_____	VIP Freedom 2020 SC2	PLFA	_____	Pacific Dynamix-Growth
Fidelity®	_____	VIP Freedom 2025 SC2			
Fidelity®	_____	VIP Freedom 2030 SC2	T. Rowe Price	_____	T. Rowe Price Blue Chip Growth-II
Fidelity®	_____	VIP Freedom Inc SC2	T. Rowe Price	_____	T. Rowe Price Equity Income-II
Fidelity®	_____	VIP Growth SC2			
Fidelity®	_____	VIP Mid-Cap SC2	UBS Global AM	_____	Large-Cap Growth
Fidelity®	_____	VIP Value Strategies SC2			
			Van Eck	_____	Van Eck Worldwide Hard Assets
Goldman Sachs	_____	Short Duration Bond			
Highland	_____	Floating Rate Loan	Van Kampen	_____	Comstock
			Van Kampen	_____	Mid-Cap Growth
INTECH	_____	JAS Risk-Managed Core SS	Van Kampen	_____	Real Estate
Janus	_____	JAS Enterprise SS	Vaughan Nelson	_____	Small-Cap Equity
Janus	_____	JAS Overseas SS			
Janus	_____	Focused 30	WAMCO	_____	Diversified Bond]
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.

ONLY COMPLETE THIS SECTION WHEN APPLYING FOR A VARIABLE LIFE INSURANCE POLICY

VARIABLE LIFE INSURANCE INFORMATION (Continued)	
<p>REBALANCING (Optional)</p> <p>Not applicable for Fixed Accounts, or Dollar Cost Averaging.</p>	<p>2. I authorize Pacific Life to automatically rebalance the Accumulated Value in the Variable Investment Options to the original allocation percentages I selected in the Premium Allocation section.</p> <p>Start Date: _____ (Indicate a date, excluding 29th, 30th and 31st of the month) (mm/dd/yyyy)</p> <p>Frequency: (Check one) <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly</p> <p>If the date selected is prior to any applicable Free-Look transfer date, the rebalancing will take place on the next selected frequency. Rebalancing will continue until a written request from the policyowner(s) to discontinue is received by Pacific Life.</p>
<p>VARIABLE LIFE ACKNOWLEDGMENT</p>	<p>With respect to the purchase of this variable life insurance policy, by signing this application I, acknowledge that:</p> <ul style="list-style-type: none"> • 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. <p>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.</p>
<p>ELECT TO RECEIVE FUTURE PROSPECTUSES AND FUND REPORTS ON CD-ROM (Optional)</p>	<p>3. By checking YES, I authorize Pacific Life to provide future prospectuses and fund reports in electronic format via CD-ROM. <input type="checkbox"/> YES</p> <p>By consenting to receive current/future prospectuses and fund reports in electronic format, I agree that:</p> <ul style="list-style-type: none"> • This election will be effective for the variable life insurance policy that is currently owned by the Policyowner and for any variable life insurance policy that the Policyowner may acquire in the future • The Policyowner has the means to view such documents • The Policyowner may request paper copies of any of the documents at any time and at no cost by calling (800) 347-7787 • This authorization will remain in effect until such time as the Policyowner may decide to revoke this authorization • The Policyowner may revoke this authorization at any time by calling (800) 347-7787
<p>VARIABLE LIFE ILLUSTRATION INFORMATION</p>	<p>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:</p> <ul style="list-style-type: none"> • 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.

NON-VARIABLE ILLUSTRATION INFORMATION

NON-VARIABLE ILLUSTRATION ACKNOWLEDGMENT

IMPORTANT

Must be completed by the Applicant when applying for a Non-Variable product.

1. 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.

If B or C 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 illustration matching the policy as issued will be provided for my signature no later than at the time the policy is delivered.

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 the Indexed Account(s) selected below on the next transfer date. The sum of the percentages may be equal to or less than 100%.
- [A. 1 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)
 - B. 5 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 1% Segment Guaranteed Interest Rate)
 - C. 5 Year Indexed Account 2 _____% (105% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)]
 - D. By checking NO, I elect No Automatic Transfers (funds will remain in Fixed Account). **NO**

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

SEGMENT MATURITY (Optional)

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

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

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

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

DECLARATIONS

The answers in this application are true and complete to the best of what I know and believe. I understand and agree that:

1. 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 or the policy, nor does the Producer have the authority to waive any of Pacific Life's rights or requirements.
2. The policy applied for will meet the Policyowner's insurance needs and financial objectives based in part upon the Policyowner's tax and financial status, existing insurance programs and other relevant information.
3. If money and a Multilife Temporary Insurance Agreement were submitted in connection with this application, and the proposed insured dies before a policy is effective, I understand that the death benefit payable, if any, is determined under the terms of the Multilife Temporary Insurance Agreement, and may be less than the amount applied for in this application.
4. 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 stated under the title "Endorsements," 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" which must be signed by all applicable parties, prior to or at the time of delivery of this policy.
5. APPLICABLE ONLY IF THE EMPLOYER OR 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 I represent that such insurance is not prohibited by applicable state law.
6. If this application is for a product with an equity indexed feature, I ACKNOWLEDGE that: I am applying for a product with an equity indexed feature, for which the 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 equity indexed feature 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, under penalty of perjury, that you are authorized to execute this document and make the representations set forth therein. You further represent that all requirements of the entity's governing documents, including the use of corporate seal (if a corporation) and the number of authorized signatures, have been met.

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

The applicant is the party that initiates and applies for the policy. The applicant is deemed to be the policyowner unless the applicant and the policyowner are different. If the applicant or the policyowner is a trust, all required trustees must sign according to the trust agreement.

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


X _____

***Applicant's Signature**, always required

Applicant's Name: First MI Last (print)

*If applicant is a corporation or business entity, indicate name below:

Corporation or Business Entity Name (print)


X _____

Proposed Insured's Signature, if other than applicant


X _____

****Policyowner's Signature**, if other than applicant or proposed insured

**If policyowner is a corporation, trust or business entity, indicate Authorized Representatives name below:

Authorized Representative's Name: First MI Last , if policyowner is a Corporation, Trust or Business Entity


X _____

Soliciting Producer's Signature

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
 P.O. Box 6390 • Newport Beach, CA 92658-6390
 (800) 347-7787 • Fax (949) 420-6302
 www.PacificLife.com]



PACIFIC LIFE

APPLICATION FOR LIFE INSURANCE – INDIVIDUAL SIMPLIFIED ISSUE

CLIENT INFORMATION

PROPOSED INSURED	1. Proposed Insured's Name: First MI Last			2. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
	3. Date of Birth (mm/dd/yyyy)	4. Soc Sec #	5. Place of Birth: State/Country		6. Telephone (include area code)
	7. Proposed Insured's Address: Street		City	State	Zip Code
	8. Employer		9. Occupation/Title		
Employee's Work Address should be location where proposed insured physically works.	10. Employee's Work Address: Street		City	State	Zip Code
	POLICYOWNER/TRUST Complete only if owner is different than insured. If owner is a trust, also complete 15-16.			12. Soc Sec # / Tax ID #	
11. Owner's Name			13. Address: Street		
			City	State	Zip Code
14. Telephone (include area code)			15. Trustee's Name: First MI Last		
			16. Date of Trust		
BENEFICIARY Complete only if beneficiary is different than owner. If beneficiary is a trust, also complete 21-22.	17. Beneficiary Name			18. Relationship to Insured	
	19. Soc Sec # / Tax ID #		20. Date of Birth (mm/dd/yyyy)		
	21. Trustee's Name: First MI Last			22. Date of Trust	

LIFE INSURANCE COVERAGE INFORMATION

PRODUCT/PREMIUM	1. Product Name				
	2. Planned Annual Premium		3. Policy Date (mm/dd/yyyy)		
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.	4. Basic Coverage Amount \$ _____	Rider/Other Coverage (Total of face amounts below) \$ _____			Total Initial Coverage \$ _____
		<input type="checkbox"/> Annual Renewable Term \$ _____ Check one term type: <input type="checkbox"/> Level <input type="checkbox"/> Variable Annual Renewable Term (VART) <input type="checkbox"/> Group Term Carve Out (GTCO) <input type="checkbox"/> SVER Term Insurance Rider \$ _____ <input type="checkbox"/> SVER Term Insurance Rider - Trust/Executive Benefit \$ _____ <input type="checkbox"/> Other _____ \$ _____			
DEATH BENEFIT OPTION	5. Death Benefit Option (Check one): (not available on all products) A. <input type="checkbox"/> Option A (Level) B. <input type="checkbox"/> Option B (Increasing) C. <input type="checkbox"/> Option C (Face amount plus premiums less distributions subject to limit shown in the illustration)				



LIFE INSURANCE COVERAGE INFORMATION (CONTINUED)

OPTIONAL BENEFITS
Select the appropriate riders as indicated in the Illustration.

6. Optional Benefits/Riders
A. Accelerated Living Benefit Rider (Complete disclosure form)
B. Other _____
C. Other _____

LIFE INSURANCE QUALIFICATION TEST

7. Check one (Qualification test cannot be changed after the policy is inforce)
A. Guideline Premium Test
B. Cash Value Accumulation Test

GUARANTEED COST OF INSURANCE (COI) PERIOD

8. Guaranteed Cost of Insurance (COI) Period. (Not all years available on all products)
Indicate number of years: 0 3 5 10 Other _____

MULTILIFE TEMPORARY INSURANCE AGREEMENT

9. Is money submitted with this Application?
 Yes (Do not submit money unless the Multilife Temporary Insurance Agreement is signed and submitted) No

AUTHORIZATION TO INCREASE/DECREASE COVERAGE

10. Do you authorize your Employer to increase or decrease the amount of insurance on your life as needed in order to fulfill the goals of the benefit plan without further notice to you as long as you are actively employed with your Employer?
 Yes No

PREMIUM AND BILLING INFORMATION

BILLING INFORMATION

1. I agree that inclusion of the premium for this policy in an itemized list to be furnished as stated below by Pacific Life to the Employer named above shall constitute notice of premium due, and I waive any future premium notices or other notices relating to premiums.
A. Select a List Bill Option
1. New List Bill (Check one): Annually Semi-Annually Quarterly Monthly
2. Add to Existing List Bill #: _____
B. Will this be paid as a Single Premium? Yes
2A. Send Premium Notices to: Policyowner Payor* Other*
*Indicate name and address below if different from the Policyowner's Information.

B. Name

C. Care of (if applicable)

D. Address: Street City State Zip Code

NOTIFICATIONS
(Optional - Complete if notifications are to be sent to a party other than Policyowner.)

3. Indicate where notifications should be sent: Employer Other
4. Indicate name and address below if information for above entity(ies) is different from the Policyowner's Information.

A. Name

B. Care of (if applicable)

C. Address: Street City State Zip Code

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

TAXPAYER IDENTIFICATION

CERTIFICATION OF POLICYOWNER'S TAXPAYER IDENTIFICATION #

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions in item 3 of the Certification on the official IRS Form W-9).

Note: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

EXISTING AND PENDING INSURANCE INFORMATION

LIFE INSURANCE / ANNUITY IN FORCE AND REPLACEMENT INFORMATION

IMPORTANT

Certain states require replacement forms for any inforce policy even if a replacement is not intended.

- 1. Are there any existing or pending life insurance or annuities on any Proposed Insured(s)?
 Yes (Complete and submit with the application any applicable state replacement notice, see IMPORTANT note)
 No
- 2A. 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 and submit with the application the applicable state replacement forms)
 No
- B. If yes to 2A, is this a tax-qualified exchange? (If yes, indicate tax-qualified type, and complete chart below)
 1035 Exchange (Complete the 1035 Absolute Assignment form)
 Qualified Plan Exchange (Complete the Transfer of Assets form)

Policy Number	Company Name

- C. If yes to 2A, will a loan be carried over?
 Yes, loan amount \$ _____.
 No

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

UNDERWRITING INFORMATION

GENERAL INFORMATION Complete each question for the Proposed Insured.	1A. Are you currently engaged in active full-time work (at least 30 hours per week in a normal capacity)? (If no, give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
	B. Have you been hospitalized or absent from work due to illness or accident more than a total of three days in the preceding three months? (If yes, give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
	2. Have you smoked a cigarette in the last 12 months? (If yes, give date last smoked) Date: _____ (mm/yyyy)	<input type="checkbox"/>	<input type="checkbox"/>
	3. Annual salary or total compensation: _____ (Required for Salary Based Plans)		
	4. 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)	<input type="checkbox"/>	<input type="checkbox"/>
	5. 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"/>
	6. Do you plan or expect to travel or reside outside the USA? (If yes complete the appropriate Travel Questionnaire)	<input type="checkbox"/>	<input type="checkbox"/>
	7. Have you ever had life insurance declined, rated, modified, cancelled, or not renewed? (If yes, explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
	8. Have you been convicted of a felony within the past five years (If yes, explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you had a driver's license restricted or revoked or been convicted of 3 or more moving violations within the past five years? (If yes, explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>	

PERSONAL INFORMATION	10. Height	11. Weight	
	To the best of your knowledge, have you:		
	12. In the last five years been examined or treated by a physician or medical practitioner or been examined or treated at a hospital or other medical facility? (If yes, give details in below)	<input type="checkbox"/>	<input type="checkbox"/>
	13. Been treated by a member of the medical profession for: High blood pressure, chest pain, heart trouble, stroke, lung disorder, cancer, diabetes, kidney disorder, liver disorder, or mental or nervous disorder? (If yes, give details below)	<input type="checkbox"/>	<input type="checkbox"/>
	14. Received counseling or treatments for alcohol or drug use? (If yes, give details below)	<input type="checkbox"/>	<input type="checkbox"/>
15. Been diagnosed or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or other immune deficiency disorders? (If yes, give details below)	<input type="checkbox"/>	<input type="checkbox"/>	

DETAILS OF "YES" ANSWERS

Question #	Diagnosis & Treatment Received	Date Consulted	Duration of Treatment
Physician and/or Medical Facility's Name		Telephone Number (include area code)	
Address: Street		City	State Zip Code

Question #	Diagnosis & Treatment Received	Date Consulted	Duration of Treatment
Physician and/or Medical Facility's Name		Telephone Number (include area code)	
Address: Street		City	State Zip Code

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

ONLY COMPLETE THIS SECTION WHEN APPLYING FOR A VARIABLE LIFE INSURANCE POLICY

VARIABLE LIFE INSURANCE INFORMATION

PREMIUM ALLOCATION 1. 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
			Lazard	_____	Mid-Cap Equity
Analytic/JPM	_____	Long/Short Large-Cap			
Batterymarch	_____	International Small-Cap	MFS	_____	International Large-Cap
			MFS	_____	MFS VIT New Discovery SC
			MFS	_____	MFS VIT Utilities SC
BlackRock	_____	BlackRock Basic Value V.I. Fund III			
BlackRock	_____	BlackRock Global Allocation V.I. Fund III	NACM	_____	Premier VIT NACM Small Cap
BlackRock	_____	Equity Index			
BlackRock	_____	Mid-Cap Value	NFJ	_____	Small-Cap Value
BlackRock	_____	Small-Cap Index			
Capital Guardian	_____	Diversified Research	OppenheimerFunds	_____	Emerging Markets
Capital Guardian	_____	Equity	OppenheimerFunds	_____	Main Street® Core
			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	[Pacific Life	_____	1 Year Indexed Account (Not available on all products)
ClearBridge	_____	Large-Cap Value			
ClearBridge	_____	LMPV Aggressive Growth II	PAM	_____	High Yield Bond
ClearBridge	_____	LMPV Mid Cap Core II	PAM	_____	Money Market
Columbia	_____	Technology	PIMCO	_____	Inflation Managed
			PIMCO	_____	Managed Bond
Fidelity®	_____	VIP Contrafund® SC2			
Fidelity®	_____	VIP Freedom 2010 SC2	PLFA	_____	Pacific Dynamix-Conservative Growth
Fidelity®	_____	VIP Freedom 2015 SC2	PLFA	_____	Pacific Dynamix-Moderate Growth
Fidelity®	_____	VIP Freedom 2020 SC2	PLFA	_____	Pacific Dynamix-Growth
Fidelity®	_____	VIP Freedom 2025 SC2			
Fidelity®	_____	VIP Freedom 2030 SC2	T. Rowe Price	_____	T. Rowe Price Blue Chip Growth-II
Fidelity®	_____	VIP Freedom Inc SC2	T. Rowe Price	_____	T. Rowe Price Equity Income-II
Fidelity®	_____	VIP Growth SC2			
Fidelity®	_____	VIP Mid-Cap SC2	UBS Global AM	_____	Large-Cap Growth
Fidelity®	_____	VIP Value Strategies SC2			
			Van Eck	_____	Van Eck Worldwide Hard Assets
Goldman Sachs	_____	Short Duration Bond			
Highland	_____	Floating Rate Loan	Van Kampen	_____	Comstock
			Van Kampen	_____	Mid-Cap Growth
INTECH	_____	JAS Risk-Managed Core SS	Van Kampen	_____	Real Estate
Janus	_____	JAS Enterprise SS	Vaughan Nelson	_____	Small-Cap Equity
Janus	_____	JAS Overseas SS			
Janus	_____	Focused 30	WAMCO	_____	Diversified Bond]
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.

ONLY COMPLETE THIS SECTION WHEN APPLYING FOR A VARIABLE LIFE INSURANCE POLICY

VARIABLE LIFE INSURANCE INFORMATION (Continued)	
<p>REBALANCING (Optional)</p> <p>Not applicable for Fixed Accounts, or Dollar Cost Averaging.</p>	<p>2. I authorize Pacific Life to automatically rebalance the Accumulated Value in the Variable Investment Options to the original allocation percentages I selected in the Premium Allocation section.</p> <p>Start Date: _____ (Indicate a date, excluding 29th, 30th and 31st of the month) (mm/dd/yyyy)</p> <p>Frequency: (Check one) <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly</p> <p>If the date selected is prior to any applicable Free-Look transfer date, the rebalancing will take place on the next selected frequency. Rebalancing will continue until a written request from the policyowner(s) to discontinue is received by Pacific Life.</p>
<p>VARIABLE LIFE ACKNOWLEDGMENT</p>	<p>With respect to the purchase of this variable life insurance policy, by signing this application I, acknowledge that:</p> <ul style="list-style-type: none"> • 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. <p>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.</p>
<p>ELECT TO RECEIVE FUTURE PROSPECTUSES AND FUND REPORTS ON CD-ROM (Optional)</p>	<p>3. By checking YES, I authorize Pacific Life to provide future prospectuses and fund reports in electronic format via CD-ROM. <input type="checkbox"/> YES</p> <p>By consenting to receive current/future prospectuses and fund reports in electronic format, I agree that:</p> <ul style="list-style-type: none"> • This election will be effective for the variable life insurance policy that is currently owned by the Policyowner and for any variable life insurance policy that the Policyowner may acquire in the future • The Policyowner has the means to view such documents • The Policyowner may request paper copies of any of the documents at any time and at no cost by calling (800) 347-7787 • This authorization will remain in effect until such time as the Policyowner may decide to revoke this authorization • The Policyowner may revoke this authorization at any time by calling (800) 347-7787
<p>VARIABLE LIFE ILLUSTRATION INFORMATION</p>	<p>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:</p> <ul style="list-style-type: none"> • 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 is 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.

NON-VARIABLE ILLUSTRATION INFORMATION

NON-VARIABLE ILLUSTRATION ACKNOWLEDGMENT

IMPORTANT

Must be completed by the Applicant when applying for a Non-Variable product.

1. 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.
- If B or C 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 illustration matching the policy as issued will be provided for my signature no later than at the time the policy is delivered.

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 the Indexed Account(s) selected below on the next transfer date. The sum of the percentages may be equal to or less than 100%.
- [A. 1 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)
 - B. 5 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 1% Segment Guaranteed Interest Rate)
 - C. 5 Year Indexed Account 2 _____% (105% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)]
 - D. By checking NO, I elect No Automatic Transfers (funds will remain in Fixed Account). **NO**

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

SEGMENT MATURITY (Optional)

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

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

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

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

TELEPHONE & ELECTRONIC AUTHORIZATION INFORMATION

TELEPHONE & ELECTRONIC AUTHORIZATION
 Applicable only for Variable Life or Equity Indexed Universal Life Insurance.

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

Variable Life Policies

- Transfer Between Investment Options
- Initiate Dollar Cost Averaging
- Rebalance Variable Investment Options
- Change Future Premium Allocation Instructions
- Initiate Policy Loans

Equity Indexed Universal Life (EIUL) Policies

- Automatic Transfers
- One-Time Transfers
- Recurring Transfers
- Initiate Policy Loans

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 the authorization for such telephone and/or electronic requests. NO

AUTHORIZATION FOR APPOINTMENT
 (Optional)

2. As the Policyowner, I authorize and appoint the party(ies) listed below to act 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:

- All Requests (listed in Telephone & Electronic Authorization section)
 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:

- All Requests (listed in Telephone & Electronic Authorization section)
 All Requests (listed in Telephone & Electronic Authorization section) **except** initiating Policy Loans

PROPOSED INSURED'S CONSENT

PROPOSED INSURED'S CONSENT
 Applicable only if the employer or an employer-controlled trust is to be the owner of this policy.

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 owner 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.

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 signing this application, I am consenting to the Employer's and/or Trust's future face amount increases with respect to the policy issued in connection with this consent. However, should such face amount increases result in a face amount that exceeds the maximum amount described above, my employer may need to obtain additional written consent from me in order to comply with IRC Section 101(j).

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 policy.

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, including appropriate annual IRS filings.

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

NEW BUSINESS DATE STAMP (FOR INTERNAL USE ONLY)

THIS PAGE IS INTENTIONALLY LEFT BLANK

PACIFIC LIFE INSURANCE COMPANY

Life Insurance Operations Center
P.O. Box 6390 • Newport Beach, CA 92658-6390
(800) 347-7787 • Fax (949) 420-6302
www.PacificLife.com



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)

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 6390, Newport Beach, CA 92658-6390. 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



THIS PAGE IS INTENTIONALLY LEFT BLANK

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
 P.O. Box 6390 • Newport Beach, CA 92658-6390
 (800) 347-7787 • Fax (949) 420-6302
 www.Pacificlife.com]



PACIFIC LIFE

CONSENT TO INSURE – FULLY UNDERWRITTEN

PROPOSED INSURED INFORMATION

PROPOSED INSURED Employer's work address should be location where proposed insured physically works.	1. Proposed Insured's Name: First MI Last			2. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
	3. Date of Birth (mm/dd/yyyy)	4. Place of Birth: State/Country	5. Driver's License # & State		6. Soc. Sec. #
	7. Employer			8. Occupation/Title	
	9. Employee's Work Address: Street		City	State	Zip Code

CONSENT TO INSURE	10. I acknowledge and understand that (i) my employer (the "Employer"), or a trust established by my employer (the "Trust"), will apply to Pacific Life Insurance Company for the issuance of life insurance insuring my life ("Life Insurance Coverage"), (ii) the Employer or the Trust will be the sole owner and sole beneficiary of the Life Insurance Coverage, and (iii) both I and my heirs may have no right or interest in or to the Life Insurance Coverage or its proceeds. 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 signing this form, I am consenting to the Employer's and/or Trust's future face amount increases with respect to the policy issued in connection with this consent. However, should such face amount increases result in a face amount that exceeds the maximum life insurance face amount described below, my Employer may need to obtain additional written consent from me in order to comply with IRC section 101(j).
-------------------	--

DEATH BENEFIT AMOUNT	11. I acknowledge that the maximum life insurance face amount for which I can be insured at the time of policy issuance is: \$ _____. This maximum life insurance face amount has been determined by my employer and does not necessarily mean that Pacific Life will issue a policy at this maximum amount.
----------------------	---

FINANCIAL INFORMATION	12. Annual earned income from occupation	\$
	13. Other income (State source in "Remarks")	\$
	14. Net Worth	\$

LIFE INSURANCE IN FORCE	15. Do you have any existing life insurance? (If "Yes" answer "A" & "B")	Yes	No
	A.Total Business Insurance Inforce: \$ _____ B.Total Personal Insurance Inforce: \$ _____	<input type="checkbox"/>	<input type="checkbox"/>

GENERAL INFORMATION	16A. Are you currently engaged in active full-time work (at least 30 hours per week in a normal capacity)? (If "No," give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
	B. Have you been hospitalized or absent from work due to illness or accident more than a total of three days in the preceding three months? (If "Yes," give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
	17. Do you plan or expect to travel or reside outside the USA? (If yes, complete the appropriate Travel Questionnaire)	<input type="checkbox"/>	<input type="checkbox"/>
	18. Have you been convicted of a felony within the past 5 years? (If "Yes," explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
	19. Have you had a driver's license restricted or revoked or been convicted of 3 or more moving violations within the past 5 years? (If "Yes", explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
	20. Have you ever had life insurance declined, rated, modified, cancelled or not renewed? (If "Yes," explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
	21. Have you applied for any other insurance within the last 3 months (if "Yes", explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
	22. 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)	<input type="checkbox"/>	<input type="checkbox"/>
	23. 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"/>



HEALTH QUESTIONS	24. Height	25. Weight:			
	26. Have you used within the last 5 years tobacco or any other product that contains nicotine?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
	(If yes, check all that apply and indicate date when last product was used)	Type of Product	Proposed Insured	Date Last Used (mm/yy)	
		Cigarettes	<input type="checkbox"/>		
Cigars		<input type="checkbox"/>			
Pipe		<input type="checkbox"/>			
Chewing		<input type="checkbox"/>			
Patch		<input type="checkbox"/>			
	Gum	<input type="checkbox"/>			
	Other	_____			

PHYSICIAN / MEDICAL FACILITY INFORMATION (Optional)	Complete information regarding your last visits to a physician(s) or medical facility(ies):				
	27A. Physician and/or Medical Facility Name		B. Telephone Number (include area code)		
	C. Address: Street		City	State	Zip Code
	D. Date of Last Visit (mm/dd/yyyy)	E. Reason for Visit	F. Results of Visit		
	28A. Physician and/or Medical Facility Name		B. Telephone Number (include area code)		
	C. Address: Street		City	State	Zip Code
	D. Date of Last Visit (mm/dd/yyyy)	E. Reason for Visit	F. Results of Visit		

MEDICAL CERTIFICATION Complete when submitting a medical examination from another insurance company. Another insurance company's exam may be accepted if the proposed insured was examined within the past six months.	29. Name of Insurance Company	Date of Examination (mm/dd/yyyy)
	30. To the best of your knowledge and belief, are the statements in the examination true as of today? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, explain in Remarks)	
	31. Have you consulted a doctor or other medical practitioner, or received medical or surgical advice since the date of your examination? <input type="checkbox"/> Yes (If yes, explain in Remarks) <input type="checkbox"/> No	

REMARKS- IDENTIFY QUESTION # AND GIVE DETAILS

NEW BUSINESS DATE STAMP (FOR INTERNAL USE ONLY)

PACIFIC LIFE INSURANCE COMPANY

Life Insurance Operations Center
P.O. Box 6390 • Newport Beach, CA 92658-6390
(800) 347-7787 • Fax (949) 420-6302
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)
--------------------------------	----	------	----------------------------	--------------------------------

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, plans for future 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 6390, Newport Beach, CA 92658-6390. 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

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.)

I declare that the answers provided in this Consent To Insure are true and complete to the best of my knowledge and belief and I understand that the statements made on this declaration are part of the application for insurance.

Proposed Insured's Signature X	Date (mm/dd/yyyy)
-----------------------------------	-------------------



PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
 P.O. Box 6390 • Newport Beach, CA 92658-6390
 (800) 347-7787 • Fax (949) 420-6302
 www.Pacificlife.com]



PACIFIC LIFE

CONSENT TO INSURE - SIMPLIFIED ISSUE

PROPOSED INSURED INFORMATION

Employer's work address should be location where proposed insured physically works.	1. Proposed Insured's Name: First MI Last			2. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
	3. Date of Birth (mm/dd/yyyy)	4. Place of Birth: State/Country	5. Driver's License # & State	6. Soc. Sec. #	
	7. Employer			8. Occupation/Title	
	9. Employee's Work Address: Street		City	State	Zip Code

CONSENT TO INSURE	10. I acknowledge and understand that (i) my employer (the "Employer"), or a trust established by my employer (the "Trust"), will apply to Pacific Life Insurance Company for the issuance of life insurance insuring my life ("Life Insurance Coverage"), (ii) the Employer or the Trust will be the sole owner and sole beneficiary of the Life Insurance Coverage, and (iii) both I and my heirs may have no right or interest in or to the Life Insurance Coverage or its proceeds. 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 signing this form, I am consenting to the Employer's and/or Trust's future face amount increases with respect to the policy issued in connection with this consent. However, should such face amount increases result in a face amount that exceeds the maximum life insurance face amount described below, my Employer may need to obtain additional written consent from me in order to comply with IRC section 101(j).
--------------------------	--

DEATH BENEFIT AMOUNT	11. I acknowledge that the maximum life insurance face amount for which I can be insured at the time of policy issuance is \$ _____ This maximum life insurance face amount has been determined by my employer and does not necessarily mean that Pacific Life will issue a policy at this maximum amount.
-----------------------------	---

GENERAL INFORMATION	Yes	No
12A. Are you currently engaged in active full-time work (at least 30 hours per week in a normal capacity)? (If "No," give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
B. Have you been hospitalized or absent from work due to illness or accident more than a total of three days in the preceding three months? (If "Yes," give details in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
13. Have you smoked a cigarette in the last 12 months? (If "Yes," give date last smoked) Date: _____ (mm/yyyy)	<input type="checkbox"/>	<input type="checkbox"/>
14. Annual salary or total compensation: _____ (Required for Salary Based Plans)		
15. 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)	<input type="checkbox"/>	<input type="checkbox"/>
16. 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"/>
17. Do you plan or expect to travel or reside outside the USA? (If yes, complete the appropriate Travel Questionnaire)	<input type="checkbox"/>	<input type="checkbox"/>
18. Have you ever had life insurance declined, rated, modified, cancelled or not renewed? (If "Yes," explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
19. Have you been convicted of a felony within the past 5 years? (If "Yes," explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>
20. Have you had a driver's license restricted or revoked or been convicted of 3 or more moving violations within the past 5 years? (If "Yes," explain in "Remarks")	<input type="checkbox"/>	<input type="checkbox"/>



PERSONAL INFORMATION	21. Height	22. Weight			
	To the best of your knowledge, have you:			Yes	No
	23. In the last five years been examined or treated by a physician or medical practitioner or been examined or treated at a hospital or other medical facility? (If "Yes," give details below)			<input type="checkbox"/>	<input type="checkbox"/>
	24. Been treated by a member of the medical profession for: High blood pressure, chest pain, heart trouble, stroke, lung disorder, cancer, diabetes, kidney disease, liver disorder or mental or nervous disorder? (If "Yes," give details below)			<input type="checkbox"/>	<input type="checkbox"/>
	25. Received counseling or treatments for alcohol or other drug use? (If "Yes," give details below)			<input type="checkbox"/>	<input type="checkbox"/>
	26. Been diagnosed or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or other immune deficiency disorders? (If "Yes," give details below)			<input type="checkbox"/>	<input type="checkbox"/>

DETAILS OF "YES" ANSWERS

Question #	Diagnosis & Treatment Received	Date Consulted	Duration of Treatment
Physician and/or Medical Facility's Name			Telephone Number (include area code)
Address: Street		City	State Zip Code

Question #	Diagnosis & Treatment Received	Date Consulted	Duration of Treatment
Physician and/or Medical Facility's Name			Telephone Number (include area code)
Address: Street		City	State Zip Code

REMARKS

NEW BUSINESS DATE STAMP (For Internal Use Only)

PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
P.O. Box 6390 • Newport Beach, CA 92658-6390
(800) 347-7787 • Fax (949) 420-6302
www.Pacificlife.com]



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)
--------------------------------	----	------	----------------------------	--------------------------------

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, plans for future 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 6390, Newport Beach, CA 92658-6390]. 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

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.)

I declare that the answers provided in this Consent To Insure are true and complete to the best of my knowledge and belief and I understand that the statements made on this declaration are part of the application for insurance.

Proposed Insured's Signature X	Date (mm/dd/yyyy)
--	-------------------



THIS PAGE IS INTENTIONALLY LEFT BLANK

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****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.



PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center
 P.O. Box 6390 • Newport Beach, CA 92658-6390
 (800) 347-7787 • Fax (949) 420-6302
 www.Pacificlife.com]



PACIFIC LIFE

CONSENT TO INSURE - GUARANTEED ISSUE

PROPOSED INSURED Employee's work address should be location where proposed insured physically works.	1. Proposed Insured's Name: First MI Last		2. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
	3. Date of Birth (mm/dd/yyyy)	4. Social Security #	
	5. Employer		6. Occupation/Title
	7. Employee's Work Address: Street City State Zip Code		
CONSENT TO INSURE	8. I acknowledge and understand that (i) my employer (the "Employer"), or a trust established by my employer (the "Trust"), will apply to Pacific Life Insurance Company for the issuance of life insurance insuring my life ("Life Insurance Coverage"), (ii) the Employer or the Trust will be the sole owner and sole beneficiary of the Life Insurance Coverage, and (iii) both I and my heirs may have no right or interest in or to the Life Insurance Coverage or its proceeds. 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 signing below, I am consenting to the Employer's and/or Trust's future face amount increases with respect to the policy issued in connection with this consent. However, should such face amount increases result in a face amount that exceeds the maximum life insurance face amount described below, my Employer may need to obtain additional written consent from me in order to comply with IRC section 101(j).		
DEATH BENEFIT AMOUNT	9. I acknowledge that the maximum life insurance face amount for which I can be insured at the time of policy issuance is \$_____ This maximum life insurance face amount has been determined by my employer and does not necessarily mean that Pacific Life will issue a policy at this maximum amount.		
GENERAL INFORMATION	10A. Are you currently engaged in active full-time work (at least 30 hours per week in a normal capacity)? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," give details in "Remarks") B. Have you been hospitalized or absent from work due to illness or accident more than a total of three days in the preceding three months? <input type="checkbox"/> Yes (If "Yes," give details in "Remarks") <input type="checkbox"/> No 11. Have you smoked a cigarette in the last 12 months? <input type="checkbox"/> Yes (If "Yes," give date last smoked) <input type="checkbox"/> No Date: _____ (mm/yy) 12. Annual salary or total compensation: _____ (Required for Salary Based Plans)		

REMARKS – IDENTIFY QUESTION # AND GIVE DETAILS

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.)

I declare that the answers provided in this Consent To Insure are true and complete to the best of my knowledge and belief and I understand that the statements made on this declaration are part of the application for insurance.

Signed and Dated by the Proposed Insured:

Proposed Insured's Signature X	Date (mm/dd/yyyy)
--	-------------------



SERFF Tracking Number: PALD-126227146 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43437
 Company Tracking Number: P09SE5
 TOI: L06I Individual Life - Variable Sub-TOI: L09I.001 Single Life
 Product Name: P09SE5
 Project Name/Number: P09SE5/P09SE5

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
AR1GuarAssocNote.pdf		
Arkansas Certificate.pdf		
Readability Certification.pdf		
Reg 33 Cert (Variable Life).pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Application A10IUW approved in AR on 8/18/2009		
State filing #: 43236		
Attachment:		
A10IUW.pdf		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: N/A		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Sample Annual Report		
Comments:		
Attachment:		
SE5 - Indexed Account on VUL Mock Up - Compliance Version.pdf		

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

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

DISCLAIMER

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

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

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

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

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

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

The Guaranty Association also does NOT provide coverage for:

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

LIMITS ON AMOUNT OF COVERAGE

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

PACIFIC LIFE INSURANCE COMPANY
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)

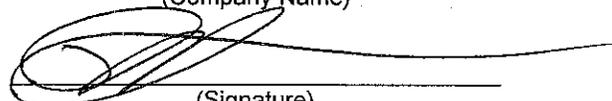
A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to policy form number P09SE5/P09MVP must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates 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)

Lawrence Hersh, FSA, MAAA
(Name)

Asst. Vice President
(Title or Position)

READABILITY CERTIFICATION

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

Policy Form Number(s): A09IUW2
A07MA2
A07IGI2
A07CUW2
A07CSI2
A07CGI2

Form Name(s): Application for Life Insurance
Application for Life Insurance –Corporate Master Application
Application for Life Insurance – Individual Guaranteed Issue
Application for Life Insurance – Individual Simplified Issue
Consent to Insure – Fully Underwritten
Consent to Insure – Simplified Issue
Consent to Insure – Guaranteed IssueApplication for Life Insurance

Flesch Score(s): 50.1
51.2
51.7
50.2
55.9
56.8
55.9

(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

September 2, 2009



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P09SE5 and P09MVP

We hereby certify that Pacific Life Insurance Company has reviewed the Rule and Regulation 33 regarding variable life insurance, specifically Articles VI, VII, IX, and XI, and is in compliance with this Rule and Regulation.

Signed for the Company at Aliso Viejo, California on September 01, 2009



SIGNATURE

Thomas S. Beadleston

NAME

Vice President

TITLE

PACIFIC LIFE INSURANCE COMPANY

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



APPLICATION FOR LIFE INSURANCE

PROPOSED INSURED
1A. Name: First MI Last B. Gender
C. Residence Address: Street City State Zip Code D. How Long
E. Date of Birth (mm/dd/yyyy) F. Place of Birth (State/Country) G. Soc. Sec. #
H. Driver's License # & State I. Telephone # (include area code) J. Occupation
2A. Employer's Name B. How Long
C. Proposed Insured's Work Address/Physical Location: Street City State Zip Code D. Type of Business
3A. Proposed Insured is a: U.S. Citizen U.S. Permanent Resident Foreign National (Complete 3B through D)
B. If Foreign National, provide Country C. Visa Type D. How long in this country?
4. Annual earned income from occupation \$ 5. Annual unearned income (State sources in Remarks) \$ 6. Net Worth Individual Joint
7. Is the Proposed Insured married or in a legally recognized civil union or domestic partnership? Yes No
If Yes, and applying for individual life insurance, list amount of life insurance in force on your spouse/partner \$

POLICY INFORMATION
1. Product Name 2. Planned Annual Premium \$

FACE AMOUNT/ DEATH BENEFIT
Basic Coverage Amount \$
Annual Renewable Term Varying \$
Annual Renewable Term - Last Survivor Varying \$
ECV Coverage \$
SVER Term Insurance Rider \$
SVER Term Insurance Rider - Last Survivor \$
SVER Term Insurance Rider Trust/Executive Benefit \$
Other \$
Total Initial Coverage = \$
DEATH BENEFIT OPTION (Check one):
Option A (Level) Option B (Increasing)
Option C (Face Amount plus premiums less distributions subject to limit shown in the illustration)
LIFE INSURANCE QUALIFICATION TEST (Check one):
Guideline Premium Test (GPT)
Cash Value Accumulation Test (CVAT)
GUARANTEED COST OF INSURANCE PERIOD
Indicate years:
0 1 2 3 5 10 15 Other

OPTIONAL BENEFITS
1. Accelerated Living Benefit Rider (Complete disclosure form)
2. Accidental Death Rider \$
3. Annual Renewable Term Rider (Proposed Insured) Varying \$
4. Annual Renewable Term Rider (Additional Insured) Varying \$
5. Children's Term Rider \$
6. Disability Benefit Rider \$
7. Guaranteed Insurability Rider \$
8. Flexible Duration No Lapse Guarantee Rider
9. No Lapse Guarantee Rider
10. IRC 412(e)(3) Life Insurance Rider
11. Minimum Earnings Benefit Rider Years
12. Waiver of Charges (Check one):
Insured Owner Payor
13. \$
14. \$



ADDITIONAL POLICYOWNER (If more than one individual is named as policyowner, they will own policy as joint tenants with rights of survivorship unless otherwise stated.)

1. Policyowner is (Check one): Corporation/Business (Also complete #4) Individual Partnership Other
 Qualified Plan Trust (Also complete #3 & 4) Parent/Guardian

2A. Name		B. Relationship to Proposed Insured(s)	
C. Address: Street	City	State	Zip Code
D. Date of Birth (mm/dd/yyyy)	E. Soc. Sec. # / Tax ID #	F. Telephone # (include area code)	
3A. Trustee Name(s)			B. Date of Trust (mm/dd/yyyy)
C. Does the trust agreement require all Trustees to sign? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, indicate who is required to sign in Remarks)			D. Total # of Trustees
4A. Authorized Representative's Name: First	MI	Last	B. Title

APPLICANT (The applicant is the party that applies for the policy. If other than Proposed Insured or Policyowner, also complete #2.)

1. Applicant is (Check one): Proposed Insured Policyowner Corporation/Business Other

2A. Applicant Name		B. Relationship to Proposed Insured(s)	
C. Authorized Representative's Name: First	MI	Last	D. Title

PRIMARY BENEFICIARY (If percentages are left blank, all named Primary Beneficiaries will share equally.)

1A. Name	B. % Share	C. Date of Birth (mm/dd/yyyy)
D. Relationship to Proposed Insured(s)	E. Soc. Sec. # / Tax ID #	F. Date of Trust (mm/dd/yyyy)

ADDITIONAL BENEFICIARY(IES) (Optional)

1A. Primary Contingent Term Rider on _____

B. Name	C. % Share	D. Date of Birth (mm/dd/yyyy)
E. Relationship to Proposed Insured(s)	F. Soc. Sec. # / Tax ID #	G. Date of Trust (mm/dd/yyyy)

2A. Primary Contingent Term Rider on _____

B. Name	C. % Share	D. Date of Birth (mm/dd/yyyy)
E. Relationship to Proposed Insured(s)	F. Soc. Sec. # / Tax ID #	G. Date of Trust (mm/dd/yyyy)

APPLICANT/POLICYOWNER REPRESENTATIONS 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.)

CERTIFICATION OF POLICYOWNER'S TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I, the policyowner, certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions in item 3 of the Certification on the official IRS Form W-9).

Note: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

TAX REPORTING ON DISTRIBUTIONS TO FOREIGN NATIONALS

While Pacific Life Insurance Company (Pacific Life) may provide tax information to various United States federal and state agencies regarding certain life insurance or annuity activity, Pacific Life does not as a matter of course provide such information to any foreign governmental agencies and does not anticipate doing so at this time. Nonetheless, Pacific Life's tax reporting does not in any way affect the obligations that its policyowners may have with respect to such foreign governmental agencies or under foreign law. Pacific Life does not provide tax or legal advice, and nothing contained herein should be construed as such.

GENERAL INFORMATION (Provide details in Remarks)	Proposed Insured		Additional Insured	
	YES	NO	YES	NO
1. 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)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. 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"/>
3. 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"/>
4. 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"/>
5. 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"/>
6. Have you been convicted of a felony within the past 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. 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"/>

TOBACCO USE INFORMATION (Complete if Proposed Insured and/or Proposed Additional Insured is age 20 and above)	YES	NO	YES	NO
1. Within the last 5 years, have you used or smoked tobacco and/or any other product containing nicotine in any quantity? (If Yes, check all that apply and indicate date when product was last used below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 Tobacco		<input type="checkbox"/> Chewing Tobacco	
<input type="checkbox"/> Nicotine Patch		<input type="checkbox"/> Nicotine Patch	
<input type="checkbox"/> Nicotine Gum		<input type="checkbox"/> Nicotine Gum	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____	

MEDICAL CERTIFICATION (Complete when submitting a medical examination from another life insurance company, if dated within the last 6 months. If circumstances warrant, a current exam may be required.)

1. The attached examination is on the life of (Use check boxes):

Proposed Insured	Additional Insured	Name of Insurance Company	Date of Exam (mm/yyyy)
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		

	Proposed Insured		Additional Insured	
	YES	NO	YES	NO
2. To the best of your knowledge and belief, are the statements in the examination true as of today? (If No, explain in Remarks)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS

IN FORCE, PENDING, AND REPLACEMENT INFORMATION (Certain states require replacement forms for in force policies even if a replacement is not intended.)

1. Is there any existing life insurance or annuity on any Proposed Insured(s)?
 Yes No (If Yes, complete any applicable state replacement notice and submit with the application.)
2. Will the Pacific Life 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 on any Proposed Insured's life?
 Yes No (If Yes, complete the applicable state replacement forms and submit with the application.)

3A. Complete the chart below for any **existing** life insurance or annuity:

	Policy/ Contract #	Company	Face Amount	Issue Year	Check All Applicable Boxes							
					Replace	1035 or Transfer Assets*	Life	Ann	Ind	Grp	Bus	Pers
Primary Proposed Insured												
Additional Proposed Insured												

*Complete 1035 Exchange Absolute Assignment form or Transfer of Qualified Plan Assets Request

Complete #3B through #3D if answering Yes to #2 above:

3B. Is any existing policy being replaced a Modified Endowment Contract (MEC)?

- Yes (Provide policy number(s) in Remarks) No Unknown

Under federal tax rules, if any policy is received in exchange for a MEC, the new policy will also be a MEC. This rule applies whether or not the policies are issued by the same insurance company.

C. To the best of your knowledge is there a loan on any existing policy to be replaced? Yes (Provide policy number(s) in Remarks) No

D. If you answered Yes to #3C, do you want a new loan of equal value on this new policy? Yes (Not available if current policy is a MEC) No

4A. Do you have any application currently **pending**, or do you **plan to apply** for any new life insurance or annuity with any other company?

- Yes (Complete chart below) No

Proposed Insured	Company	Face Amount	Purpose
<input type="checkbox"/> Primary <input type="checkbox"/> Additional			
<input type="checkbox"/> Primary <input type="checkbox"/> Additional			
<input type="checkbox"/> Primary <input type="checkbox"/> Additional			

4B. Does Applicant plan to accept any policy in the chart above in addition to the Pacific Life policy being applied for?

- Yes (Explain in Remarks) No

C. If any application listed in the chart above is approved, will any replace, cause a change in, or involve a cash withdrawal or loan from or lapse of any life insurance policy or annuity on any Proposed Insured's life? Yes (Explain in Remarks) No

5. What is the total amount of coverage to be in force with all carriers when this policy and any other pending policies are placed in force?

\$ _____

REMARKS

OWNERSHIP TRANSFER INFORMATION

1A. Has any life insurance on any Proposed Insured ever been sold, assigned or transferred to a life settlement or viatical company or any other person or entity? Yes (Complete 1B-F) No

B. Name of Insurance Company C. Face Amount D. Date Policy Issued

E. Date Policy Sold, Assigned or Settled F. Reason

2. Do you plan to sell, assign or transfer this policy if issued to a life settlement or viatical company or any other person or entity? Yes (Explain in Remarks) No

PREMIUM FINANCING

1A. Have you entered into, or have you made plans to enter into, an arrangement to borrow current or future premiums, or both, in connection with this Application for Life Insurance?

Yes No (If Yes, complete the Premium Financing Disclosure and Acknowledgement form and provide a copy of the loan term sheet.)

B. Name of lender C. Name of financing arrangement

D. How will the loan interest be paid? E. What is the type and amount of the collateral for this loan?

2A. Have you made plans to transfer this policy to a third party as repayment of any premium financing debt? Yes (Give details below) No

B. Details

PREMIUM BILLING METHODS

1. Billing Method (Check one):

- A. Direct
B. Monthly Bank Draft (Complete Authorization for Electronic Funds Transfer (EFT) form)
C. Single Premium
D. List Bill (Check one):

New List Bill Add to Existing List Bill # (Do not complete #2): _____

The premium for this policy will be included in an itemized list provided to the payor and will constitute notice of premium due. Separate premium notices or other notices regarding premiums will not be sent to any other party.

2. Frequency of Payment for Direct and List Bill (Check one):

- A. Annually B. Semi-Annually C. Quarterly D. Monthly (Available with List Bill only)

PAYOR OF PREMIUMS

1. Payor of premium is (Check one): Proposed Insured Proposed Additional Insured Primary Policyowner Employer Other

2. Complete payor's address information below if different (or not included) on pages 1 or 2.

A. Name B. Relationship to Proposed Insured(s)

C. Care of (if applicable)

D. Address: Street City State Zip Code

3. Source of Premium Payments: Earned Income Unearned Income Savings Gift Inheritance Business Income Trust Premium Financing Other _____

REMARKS

TELEPHONE & ELECTRONIC AUTHORIZATION

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.

Table with 2 columns: Variable Life Policies and Indexed Universal Life (IUL) Policies. Lists various policy actions like Transfer Between Investment Options, Change Future Premium Allocation Instructions, etc.

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)

As the Policyowner, I authorize and appoint the party listed below to act on my behalf for the following limited requests, including any telephone and/or electronic requests:

Table for appointee information with columns: Appointee's Name: First, MI, Last, Relationship to Policyowner (Producer, Other Party).

Check one:

- [] All Requests (listed in the Telephone & Electronic Authorization section)
[] All Requests (listed in the Telephone & Electronic Authorization section) except initiating Policy Loans

NON-VARIABLE LIFE PRODUCTS ILLUSTRATION ACKNOWLEDGEMENT

An illustration is defined as a presentation or depiction that includes non-guaranteed elements of a policy over a period of years. If an illustration was presented during the sale process and matches the policy applied for, a copy of that illustration must be signed and submitted to Pacific Life with the application. If the signed matching illustration is not submitted, indicate the reason (Check one):

- A. [] An illustration was not presented to me. (Not applicable in Michigan)
B. [] An illustration was presented to me; however, the policy applied for is different than as illustrated.

If A or B 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.

REMARKS

INDEXED UNIVERSAL LIFE INSURANCE - AUTOMATIC TRANSFERS AFTER PREMIUM PAYMENT AND/OR LOAN REPAYMENT (Required) Percentages must be whole numbers. The sum of the percentages may be equal to or less than 100%.

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

- A. 1 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)
- B. 5 Year Indexed Account _____% (100% Guaranteed Minimum Participation Rate, 1% Segment Guaranteed Interest Rate)
- C. 5 Year Indexed Account 2 _____% (105% Guaranteed Minimum Participation Rate, 0% Segment Guaranteed Interest Rate)]
- D. By checking NO, I elect No Automatic Transfers (funds will remain in Fixed Account). NO

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

INDEXED UNIVERSAL LIFE INSURANCE - SEGMENT MATURITY (Optional) If not specified below, 100% of the value of the matured segment will be reallocated to the same Indexed Account and be applied to a new segment of the same type and duration. Percentages must be whole numbers.

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

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

INDEXED UNIVERSAL LIFE INSURANCE - RECURRING TRANSFER FROM THE FIXED ACCOUNT TO THE INDEXED ACCOUNT (Optional) Only available if the Automatic Transfer is less than 100% and not available when the premium frequency is monthly.

By completing the section below, I'm requesting to establish a schedule of transfers from the Fixed Account Value to the Indexed Account(s) on each scheduled Transfer Date as indicated below. **Percentages must be whole numbers.** The first transfer will be effective on the next eligible Transfer Date which corresponds to the frequency selected.

1. **Objective** (Complete A or B):

- A. Deplete* the value in the Fixed Account over _____ transfers

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

- B. Transfer \$ _____ or _____% of the accumulated value in the Fixed Account for _____ transfers.

By checking YES, I authorize Pacific Life to deplete any remaining balance in the Fixed Account on the last transfer date. YES

2. **Transfer the amount derived from #1 above to the accounts listed below:**

- [_____% to the 1 Year Indexed Account
- _____ % to the 5 Year Indexed Account
- _____ % to the 5 Year Indexed Account 2]

MUST TOTAL 100%

3. **Frequency of transfers** (Check one):

- Monthly Quarterly Semi-Annually Annually

REMARKS

VARIABLE LIFE PRODUCTS PREMIUM ALLOCATION INSTRUCTIONS

1. Indicate how premiums are to be initially allocated (Check one):

- Premium Allocation (Complete #2 below)
- Portfolio Optimization or Portfolio Optimization Plus (Complete New Business Variable Life Optional Services form. Not available with Fixed Accounts, First Year Transfer, or Dollar Cost Averaging services.)

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

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

Select Other Manager and Investment Option	%

Select Other Manager and 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 portfolio rebalancing. See the prospectus for details.

VARIABLE LIFE PRODUCTS – OTHER AVAILABLE SERVICES (Optional)

- Portfolio Rebalancing (Complete New Business Variable Life Optional Services form. Not available with Fixed Accounts or Dollar Cost Averaging service.)
- First Year Transfer Service (To initiate this service, there must be Accumulated Value in the Fixed Account. Complete New Business Variable Life Optional Services form. Not available with Portfolio Optimization or Dollar Cost Averaging.)
- Dollar Cost Averaging (Complete Dollar Cost Averaging Request. Not available with Portfolio Optimization, Portfolio Rebalancing, or First Year Transfer services.)
- Electronic Information Consent (Complete New Business Variable Life Optional Services form for electronic delivery of prospectuses on CD-ROM.)

VARIABLE LIFE PRODUCTS ACKNOWLEDGMENT

With respect to the purchase of this variable life insurance policy, by signing this application I, the applicant, 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 current prospectus for the variable life insurance policy I applied for, as well as current prospectuses for all variable insurance options I've selected on the application or any supplementary forms.

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.

VARIABLE LIFE PRODUCTS ILLUSTRATION DISCLOSURE

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

PROPOSED INSURED'S CONSENT FOR EMPLOYER OWNED INSURANCE (Applicable only if the employer or employer-controlled trust is to be the policyowner)

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.

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 signing this application, I am consenting to the Employer's and/or Trust's future face amount increases with respect to the policy issued in connection with this consent. However, should such face amount increases result in a face amount that exceeds the maximum life insurance face amount described above, my Employer may need to obtain additional written consent from me in order to comply with IRC section 101(j).

EMPLOYER ACKNOWLEDGEMENT 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, including appropriate annual IRS filings.

By signing this application, 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.

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 Amendment to Application 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 POLICYOWNER 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 in the Producer Certification section, the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.
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 each Proposed Insured 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 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.

NEW BUSINESS DATE STAMP (For Internal Use Only)

DECLARATIONS (Continued)

- 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 a product with an equity indexed feature, I ACKNOWLEDGE that: I am applying for a product with an equity indexed feature, for which the 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 equity indexed feature 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.
- 12. THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE MY CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

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 Proposed Insured or Policyowner is under age 16, a signature of parent/guardian is required in place of the minor's signature.

SIGNED BY APPLICANT IN:

APPLICANT SIGNED AND DATED ON:

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

Date (mm/dd/yyyy)



X
Proposed Insured's Signature



X
Proposed Additional Insured's Signature, if applicable



X
Policyowner's Signature, if other than Proposed Insured, and include Title, if Corporation, Trust, or Business Entity



X
Additional Policyowner's Signature & Title, if applicable



X
Applicant's Signature, if other than Proposed Insured and/or Policyowner, and include Title, if Corporation, Trust or Business Entity

THE APPLICANT IS THE PARTY THAT APPLIES FOR THE POLICY.

PRODUCER'S CERTIFICATION

I certify that I have truly and accurately recorded the information supplied in the application and any supplements, if required.



X
Soliciting Producer's Signature

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



Annual Statement for your Variable Universal Life Insurance

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

Month DD, YYYY - Month DD, YYYY

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 04/30/2008

Face Amount	\$999,999,999.99
Additional Death Benefit	\$999,999,999.99
Total Death Benefit	\$999,999,999.99
Death Benefit Option	Level Death Benefit
Accumulated Value	\$999,999,999.99
Surrender Charge	\$999,999,999.99
Loan Payoff Amount*	\$999,999,999.99
Net Cash Surrender Value	-\$999,999,999.99

*Loan Payoff Amount includes unpaid loan interest of \$240.78.
For details on loan activity during the statement period, see *Summary of Activity* section.

Policy Information

Policy Number	VP61234560
List Bill Number	LB99990000
Policy Date	01/01/2007
Policy Type	Pacific Select Exec V
Policyowner	Mr. Policyowner
Insured	Bob Insured
Portfolio Rebalancing:	Portfolio Optimization Model D
See <i>Transfer Services</i> section for further details pertaining to this Portfolio Rebalancing service.	

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.

Annual Rate of Return

Total Policy	-44.05%	This rate of return is for the reporting period and is neither a guarantee, nor is it representative of future policy performance. This rate of return is not applicable should you surrender your policy. For further details, see Important Policyowner Notice section.
--------------	---------	--

Summary of Activity

	<i>Quarter</i> MM/DD/YYYY - MM/DD/YYYY	<i>Annual</i> MM/DD/YYYY - MM/DD/YYYY
Accumulated Value at the start of period	\$999,999,999.99	\$999,999,999.99
Additions		
Premium Payments		
Premium Received	\$999,999,999.99	\$999,999,999.99
Less Premium Load	\$999,999,999.99	\$999,999,999.99
Net Premium Applied	\$999,999,999.99	\$999,999,999.99
Dividends	\$999,999,999.99	
Interest Credit on Fixed Options	\$999,999,999.99	\$999,999,999.99
Segment Guaranteed Interest Credit*	\$999,999,999.99	\$999,999,999.99
Interest Credit on Loaned Account	\$999,999,999.99	\$999,999,999.99
Segment Indexed Interest Credit†	\$999,999,999.99	\$999,999,999.99
Total Additions	\$999,999,999.99	\$999,999,999.99
Subtractions		
Sum of Monthly Deductions	-\$999,999,999.99	-\$999,999,999.99
Withdrawals	-\$999,999,999.99	-\$999,999,999.99
Other Deductions	-\$999,999,999.99	-\$999,999,999.99
Total Subtractions	-\$999,999,999.99	-\$999,999,999.99
Investment Results	\$999,999,999.99	\$999,999,999.99
Policy Value Adjustment	\$999,999,999.99	\$999,999,999.99
Accumulated Value as of 04/30/2008	-\$999,999,999.99	-\$999,999,999.99

*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.

Summary of Activity *(Continued)*

Loan Activity

	<i>Quarter MM/DD/YYYY - MM/DD/YYYY</i>	<i>Annual MM/DD/YYYY - MM/DD/YYYY</i>
Loan Balance as of 02/01/2008	\$999,999,999.99	\$999,999,999.99
New Loans	\$999,999,999.99	\$999,999,999.99
Loan Repayments	\$999,999,999.99	\$999,999,999.99
Loan Interest Charge	\$999,999,999.99	\$999,999,999.99
Loan Payoff as of 04/30/2008	\$999,999,999.99	\$999,999,999.99
Annual Interest rate charged on Loaned Value MM/DD/YYYY to MM/DD/YYYY	2.25%	

Loan Information

Amount available for loan	\$12,898.87
Loan interest type	Fixed Arrears
Loan interest rate for next year	2.25%

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
 Based on current interest, mortality and expense assumptions

Minimum Premium Required to keep policy inforce until 06/09/2008

Guideline Level Premium amount for next policy year	\$1,769.42
Guideline Single Premium amount	\$7,397.36

10/09/2007
 10/09/2007
\$274.00

*Projected lapse dates assume: (1) planned premium payments are paid, (2) current and guaranteed policy expense charges are assumed, (3) current and guaranteed interest assumptions apply to the Fixed Account, (4) Segment Guaranteed Interest applies to the indexed accounts (5) a zero annual rate of return on the variable investment options.

History and Projections

	Value as of 12/11/2007	Value as of 12/11/2008	**Projected Value as of 12/11/2009	
Face Amount	\$999,999,999.00	\$999,999,999.00	\$999,999,999.00	**Projected values assume that (1) planned premium payments are paid; (2) no loans or withdrawals are made; (3) guaranteed cost of insurance charges are deducted; (4) fees and charges remain at their present rates; (5) Segment Guaranteed Interest applies to the indexed accounts; (6) a zero annual rate of return on the variable investment options; and (7) the guaranteed rate on the fixed account.
Total Death Benefit	\$999,999,999.00	\$999,999,999.00	\$999,999,999.00	
Death Benefit Option	Level Death Benefit			
Accumulated Value	\$999,999,999.00	\$999,999,999.00	\$999,999,999.00	
Surrender Charge	\$999,999,999.00	\$999,999,999.00	\$999,999,999.00	
Net Cash Surrender Value	\$999,999,999.00	\$999,999,999.00	\$999,999,999.00	

Coverage Information

What makes up your Face Amount

Name of Coverage/Riders	Person Covered	Amount	End Date
Basic Coverage	LEWIS N POULSEN	\$272,502.00	N/A

Total Face Amount

\$272,502.00

Additional Coverage

Other Benefits

Additional Individuals/Entities

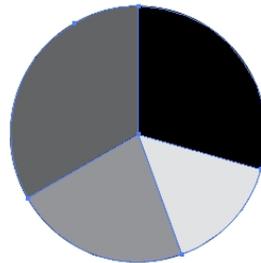
Role	Name	Beneficiaries
Payor	LEWIS N POULSEN	GAYLE POULSEN
Producer	PATRICK R DAVIDSON*	
Office	PACIFIC NORTHWEST REG LIFE OFFICE*	

*Received a copy of the statement

Your Investment Options Allocation Information

Percent of Your Accumulated Value Asset Class

Large-Cap Stock	##.##%
Mid-Cap Stock	##.##
Small-Cap Stock	##.##
Fixed Account Options	##.##
Indexed Accounts Options	##.##
Total	100.00%



Your Transfer Service Instructions as of 12/10/2008

Portfolio Rebalancing: Portfolio Optimization Model A
Frequency: Quarterly

See the *Portfolio Rebalancing Allocation %* column in this section for the allocation instructions utilized with the Transfer Service program(s) listed above.

Your Investment Option Allocation Information (continued)

As of 12/10/2008

Asset Class/ Investment Option-Manager Name	Number of Units	Unit Value	Value	% of Accumulated Value	Net Payment Allocation %	Portfolio Rebalancing Allocation %
Large-Cap Stock						
AF Growth-Income-Capital Research	#####	\$###.#####	\$###,##,###.##	###.##%	###.##%	###.##%
Comstock-Van Kampen	#####	###.#####	###.##	###.##	###.##	###.##
Main St Core-OppenheimerFunds	#####	###.#####	###.##	###.##	###.##	###.##
Focused 30-Janus	#####	###.#####	\$###,##,###.##	###.##%	###.##%	###.##%
Total Large-Cap Stock			\$###,##,###.##	###.##%	###.##%	###.##%
Mid-Cap Stock						
Mid Cap Growth-Van Kampen	#####	###.#####	###.##%	###.##%	###.##%	###.##%
Mid-Cap Equity Lazard	#####	###.#####	###.##	###.##	###.##	###.##
Total Mid-Cap Stock			\$###,##,###.##	###.##%	###.##%	###.##%
Fixed Account Options						
Fixed Account-Pacific Life	N/A	N/A	###.##%	###.##%	###.##%	N/A
Fixed LT Account-Pacific Life	N/A	N/A	###.##	###.##	###.##	N/A
Total Fixed Account Options			\$###,##,###.##	###.##%	###.##%	
Indexed Account Options						
1 Year Indexed Account-Pacific Life	N/A	N/A	\$###,##,###.##	###.##%	###.##	N/A
Total Indexed Account Options			\$###,##,###.##		###.##%	
Grace Account	N/A	N/A	\$###,##,###.##	###.##	N/A	N/A
Loan Account	N/A	N/A	\$###,##,###.##	###.##	N/A	N/A
Total			\$###,##,###.##	###.##%	###.##%	###.##%

If your financial needs, investment time horizon, or risk tolerance have changed, please contact your financial advisor.

Summary of Investment Options in your Policy

Changes in your Value During the Period

Asset Class/ Investment Option Name	Value as of 02/01/2008	Net Premium & Adjustments	Transfers In	Withdrawals	Deductions	Interest Credits	Investment Results	Transfers Out	Value as of 04/30/2008	
Mid-Cap Stock										
Amer. Funds Growth-Income	999,999,999.99	999,999,999.99	999,999,999.99	-99,999,999.99	-99,999,999.99	N/A	99,999,999.99	-999,999,999.99	999,999,999.99	
Amer. Funds Asset Allocation	999,999,999.99	999,999,999.99	999,999,999.99	-99,999,999.99	-99,999,999.99	N/A	99,999,999.99	-999,999,999.99	999,999,999.99	
BlackRock Global Alloc. VI III	999,999,999.99	999,999,999.99	999,999,999.99	-99,999,999.99	-99,999,999.99	N/A	99,999,999.99	-999,999,999.99	999,999,999.99	
Mid-Cap Stock Totals	999,999,999.99	999,999,999.99	999,999,999.99	-99,999,999.99	-99,999,999.99		99,999,999.99	-999,999,999.99	999,999,999.99	
Fixed Account Options										
Fixed Account	0.00	9,350.00	0.00	0.00	19.48	0.00	N/A	-9,330.52	0.00	
Fixed LT Account	0.00	9,350.00	0.00	0.00	19.48	0.00	N/A	-9,330.52	0.00	
Fixed Account Totals	999,999,999.99	999,999,999.99	999,999,999.99	-99,999,999.99	-99,999,999.99	99,999,999.99		-999,999,999.99	999,999,999.99	
Segment Start Date	Beginning Index Value ❶	Account Value as of 12/11/2008	Net Premium & Adjustments	Transfers In	Withdrawals	Deductions	Interest Credits	Segment Indexed Interest Credit ❷	Transfers Out	Account Value as of 12/10/2008
Indexed Account Options										
1 Year Indexed Account Segments (11.00 % Growth Cap with 100% Participation Rate)										
04/15/07	99,999.99	40,000.00	N/A	0.00	0.00	-116.00	82.76	3,600.00	-43,566.76	0.00
Sub Totals		80,000.00		52,936.24	0.00	-242.00	211.83	3,600.00	-43,566.76	92,939.31
1 Year Indexed Account Segments (12.00 % Growth Cap with 100% Participation Rate)										
04/15/08	99,999.99	0.00	N/A	1,000.00	0.00	-10.00	100.00	N/A	0.00	910.00
Sub Totals		0.00		1,000.00	0.00	-10.00	100.00	0.00	-0.00	910.00
1 Year Account Totals		160,000.00		53,936.24		-252.00	311.83	3,600.00	-43,566.76	93,849.31
Indexed Account Totals		999,999,999.99		999,999,999.99	-99,999,999.99	-99,999,999.99	99,999,999.99	99,999,999.99	-999,999,999.99	999,999,999.99
Loan Account		999,999,999.99	N/A	999,999,999.99	N/A	N/A	N/A	N/A	-999,999,999.99	999,999,999.99
Grace Account		999,999,999.99	N/A	999,999,999.99	N/A	N/A	N/A	N/A	-999,999,999.99	999,999,999.99
Totals		999,999,999.99	999,999,999.99	999,999,999.99	-99,999,999.99	-99,999,999.99	99,999,999.99	-999,999,999.99	999,999,999.99	

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

❷ 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 ③	Segment Indexed Interest Credit ④	Segment Maturity Growth Rate Information								
				Beginning Index Value ⑤	Ending Index Value ⑥	Index Growth Rate	Participation Rate	Segment Growth Cap	Segment Indexed Interest Rate ⑦	Total Segment Interest Rate ⑧	Effective Annual Yield ⑨	
1 Year Indexed Account Segments												
04/15/07	04/15/08	\$36,000.00	\$3,600.00	1,455.00	1,651.00	13.45%	100%	11.00%	11.00%	11.00%	11.00%	
5 Year Indexed Account 2 Segments												
04/15/02	04/15/08	\$21,003.50	\$9,000.00	1,116.00	1,651.00	42.85%	107%	None	37.75%	42.85%	8.15%	

- ③ 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.
- ④ Segment Indexed Interest Credit equals the Segment Monthly Balance multiplied by the Segment Indexed Interest Rate.
- ⑤ Beginning Index Value is the Closing Value of the Standard and Poor's 500® excluding dividends as of the day before the Segment Start date.
- ⑥ For the 1 Year Indexed Account Segments the Ending Index Value is the Closing Value of the Standard and Poor's 500® excluding dividends 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® excluding dividends as of the day before the end of the last twelve Segment Months of the Segment Term.
- ⑦ 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.
- ⑧ Total Segment Interest Rate equals the sum of the Segment Indexed Interest Rate and the Segment Guaranteed Interest Rate.
- ⑨ Effective Annual Yield equals the average annual interest rate during the Segment Term. Please refer to your policy for more details.

Your Segment Reinvestment Instructions

1 Year Indexed Account Segments

Transfer to

- 1 Year Indexed Account ###.##%
- 5 Year Indexed Account ###.##
- Fixed Account ###.##

5 Year Indexed Account Segments

Transfer to

- 1 Year Indexed Account ###.##%

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

Please review this policy statement carefully. If you identify an error, please refer to Important Policyowner Notices section for further information.

Additions

<i>Date</i>	<i>Premium Received</i>	<i>Premium Load</i>	<i>Investment Option Name</i>	<i>Number of Units</i>	<i>Unit Value</i>	<i>Amount Per Investment Option</i>
Premium Payments						
##/##/####	\$999,999,999.99	\$999,999,999.99	Fixed Account			\$999,999,999.99
Totals						\$999,999,999.99
Interest Credit on Fixed Account Options						
<i>Date</i>			<i>Investment Option Name</i>			<i>Amount Per Investment Option</i>
##/##/####			Fixed Account			\$999,999,999.99
Totals						\$999,999,999.99
Interest Credit on Indexed Account Options						
<i>Date</i>			<i>Investment Option Name</i>			<i>Amount Per Investment Option</i>
##/##/####			1 Year Indexed Account			\$999,999,999.99
			5 Year Indexed Account			\$999,999,999.99
Totals						\$999,999,999.99
Interest Credit on Loaned Value						
<i>Date</i>			<i>Name</i>			<i>Amount</i>
##/##/####			Loan Account			\$999,999,999.99
Totals						\$999,999,999.99
Segment Indexed Interest Credit						
<i>Date</i>			<i>Investment Option Name</i>			<i>Amount Per Investment Option</i>
##/##/####			1 Year Indexed Account			\$999,999,999.99
			5 Year Indexed Account			\$999,999,999.99
Totals						\$999,999,999.99
Total Additions						\$999,999,999.99

Transaction Detail (Continued)

Subtractions

<i>Date</i>	<i>Amount</i>	<i>Investment Option Name</i>	<i>Number of Units</i>	<i>Unit Value</i>	<i>Amount Per Investment Option</i>
Monthly Deductions					
01/15/2012	\$999,999,999.99	Fixed Account			\$999,999,999.99
01/15/2012		1 Year Indexed Account			\$999,999,999.99
Totals	\$999,999,999.99				\$999,999,999.99
Withdrawals					
<i>Date</i>	<i>Amount</i>	<i>Investment Option Name</i>	<i>Number of Units</i>	<i>Unit Value</i>	<i>Amount Per Investment Option</i>
02/16/2012	\$999,999,999.99	Fixed Account			\$999,999,999.99
Totals	\$999,999,999.99				\$999,999,999.99
Other Deductions					
<i>Date</i>	<i>Amount</i>	<i>Investment Option Name</i>	<i>Number of Units</i>	<i>Unit Value</i>	<i>Amount Per Investment Option</i>
##/##/####	\$999,999,999.99	Fixed Account			\$999,999,999.99
##/##/####		1 Year Indexed Account			\$999,999,999.99
##/##/####		5 Year Indexed Account			\$999,999,999.99
Totals	\$999,999,999.99				\$999,999,999.99
Total Subtractions					\$999,999,999.99

The monthly deductions are the total charges deducted from the Accumulated Value, as described in your policy. The monthly deductions for the period include Cost of Insurance Charges of -\$1,177.47, Expense Charges of -\$926.53 and Rider/Additional Benefits charges of \$0.00.

Loan Detail

New Loans			<i>Number of Units</i>	<i>Unit Value</i>	<i>Amount</i>
<i>Date</i>	<i>Amount</i>	<i>Transaction</i>			<i>Per Investment Option</i>
##/##/####	\$999,999,999.99	Transfer from			\$999,999,999.99
		Transfer to			\$999,999,999.99
Totals	\$999,999,999.99				
Loan Repayments			<i>Number of Units</i>	<i>Unit Value</i>	<i>Amount</i>
<i>Date</i>	<i>Amount</i>	<i>Transaction</i>			<i>Per Investment Option</i>
##/##/####		Transfer from			-\$999,999,999.99
		Transfer to			\$999,999,999.99
Totals	\$999,999,999.99				

Transaction Detail (Continued)

Transfer Detail

<i>Date</i>	<i>Transaction</i>	<i>Investment Option Name</i>	<i>Number of Units</i>	<i>Unit Value</i>	<i>Amount Per Investment Option</i>
01/15/2012	Transfer from	Money Market-Pacific Life	#####	\$###.#####	\$999,999,999.99
01/15/2012	Transfer to	Comstock-Van Kampen	#####	###.#####	\$999,999,999.99

Segment Reallocation Detail

<i>Date</i>	<i>Transaction</i>	<i>Investment Option Name</i>	<i>Amount Per Investment Option</i>
01/15/2012	Transfer from	1 Year Indexed Account	\$999,999,999.99
01/15/2012	Transfer to	1 Year Indexed Account	\$999,999,999.99

Indexed Allocation Detail

<i>Date</i>	<i>Transaction</i>	<i>Investment Option Name</i>	<i>Amount Per Investment Option</i>
01/15/2012	Transfer from	Fixed Account	\$999,999,999.99
01/15/2012	Transfer to	1 Year Indexed Account	\$999,999,999.99

Important Policyowner Notices

STANDARD AND POOR'S 500®

"Standard & Poor's®", "Standard & Poor's 500" and "S&P 500®" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by Pacific Life Insurance Company. The life insurance product is not sponsored, endorsed, sold or promoted by Standard & Poor's, and Standard & Poor's makes no representation regarding the advisability of purchasing a life insurance product. For more information regarding the criteria for index additions and removals, please visit www.standardpoors.com. The Index is unmanaged and not available for direct investment, and does not include the reinvestment of dividends.

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 annually 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.

<i>SERFF Tracking Number:</i>	<i>PALD-126227146</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43437</i>
<i>Company Tracking Number:</i>	<i>P09SE5</i>		
<i>TOI:</i>	<i>L061 Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L091.001 Single Life</i>
<i>Product Name:</i>	<i>P09SE5</i>		
<i>Project Name/Number:</i>	<i>P09SE5/P09SE5</i>		

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/13/2009	Supporting Document	Flesch Certification	09/15/2009	AR1GuarAssocNote.pdf Arkansas Certificate.pdf Readability Certification.pdf
09/03/2009	Form	Flexible Premium Variable Universal Life Insurance Policy	09/04/2009	P09MVPAR.pdf (Superseded)
09/03/2009	Form	Flexible Premium Variable Universal Life Insurance Policy	09/04/2009	P09SE5AR.pdf (Superseded)
07/13/2009	Supporting Document	Application	09/04/2009	



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.

Variable account values are not guaranteed, and may increase or decrease depending upon variable account investment experience.

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 the investment experience of the Variable Accounts.

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, Cost of Insurance Rates, and the investment performance of the Variable Accounts, the policy may not continue In Force; that is, it may lapse before any Death Benefit is payable on the death of the Insured. 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

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

INSURED:	LELAND STANFORD		
SEX AND AGE:	MALE 35		
RISK CLASS:	STANDARD NONSMOKER		
POLICY NUMBER:	VF99999990	TOTAL FACE AMOUNT	\$100,000
POLICY DATE:	NOVEMBER 1, 2008	OWNER:	LELAND STANFORD

Free Look Right – You may return this policy within [10] days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund:

- **Any Premium Load deducted from the premiums plus**
- **Any Net Premiums allocated to available Fixed and Indexed Accounts plus**
- **The Accumulated Value allocated to the Variable Investment Options plus**
- **Any monthly charges and fees deducted from the Policy’s Accumulated Value in the Variable Investment Options**

(This Page Intentionally Left Blank)

POLICY SPECIFICATIONS

BASE POLICY: FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE
PREMIUMS: PLANNED ANNUAL PREMIUM = \$565.85
7-PAY PREMIUM = 3,288.09
GUIDELINE SINGLE PREMIUM = 14,711.54
GUIDELINE LEVEL PREMIUM = 1,284.96

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST

DEATH BENEFIT OPTION: A

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.50% ANNUALLY. ANY EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR

NET AMOUNT AT RISK FACTOR: 1.0020598

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

MAXIMUM PREMIUM LOAD RATE: 7.95%

ADMINISTRATIVE CHARGE PER MONTH: \$7.50

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT: \$691.20
LEVEL PERIOD: 1 YEAR
REDUCTION FACTOR: \$76.80
END YEAR: 10 YEARS

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P09MVP

BASIC COVERAGE

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

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE

INSURED:		LELAND STANFORD
	POLICY YEAR	COVERAGE CHARGE
	1	\$24.90
	2	24.90
	3	24.90
	4	24.90
	5	24.90
	6	24.90
	7	24.90
	8	24.90
	9	24.90
	10	24.90
	11	14.90
	12	14.90
	13	14.90
	14	14.90
	15	14.90
	16	14.90
	17	14.90
	18	14.90
	19	14.90
	20	14.90
	21	14.90
	22	14.90
	23	14.90
	24	14.90
	25	14.90
	26	14.90
	27	14.90
	28	14.90
	29	14.90
	30	14.90
	31	14.90
	32	14.90
	33	14.90
	34	14.90
	35	14.90
	36	14.90
	37	14.90
	38	14.90
	39	14.90
	40	14.90
	41	14.90
	42	14.90
	43	14.90
	44	14.90

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$14.90
46	14.90
47	14.90
48	14.90
49	14.90
50	14.90
51	14.90
52	14.90
53	14.90
54	14.90
55	14.90
56	14.90
57	14.90
58	14.90
59	14.90
60	14.90
61	14.90
62	14.90
63	14.90
64	14.90
65	14.90
66	14.90
67	14.90
68	14.90
69	14.90
70	14.90
71	14.90
72	14.90
73	14.90
74	14.90
75	14.90
76	14.90
77	14.90
78	14.90
79	14.90
80	14.90
81	14.90
82	14.90
83	14.90
84	14.90
85	14.90
86	14.90
87+	0

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 provide emphasis.

Accumulated Value – is the sum of the Fixed Accumulated Value, the Variable Accumulated Value, and the Loan Account Value (see the Accumulated Value section).

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the application. If the address changes, we will send you written notice of the new address.

Age – means the Insured's Age to the nearest birthday as of the Policy Date, increased by the number of complete policy years elapsed.

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.

Basic Coverage – is coverage on the Insured provided by this policy as shown in the Policy Specifications, rather than coverage provided by rider.

Class – is used in determining policy charges, and interest credited to the Fixed Options, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the 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 as shown in the Policy Specifications.

Fixed Options - consist of the Fixed Account and the Fixed LT Account, which are part of our general account. "Fixed Accounts", when used in plural, may be used in lieu of "Fixed Options".

Insured – is the person insured under this policy, as shown in the Policy Specifications.

Investment Options – consist of the Variable Accounts and the Fixed Accounts. We reserve the right to add additional Investment Options or to cease offering one or more of the Investment Options at any time. In such case, we will notify you of the change at your last known address.

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 any 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 shown in the Policy Specifications. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account and 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 the Insured's sex, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

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

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a separate account of ours or a subaccount of a separate account of ours in which assets are segregated from assets in our general account and our other separate accounts.

Variable Investment Options – consist of the Variable Accounts available under the policy. For ease of reference, the Variable Investment Options may also be referred to as the "Variable Accounts".

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 Insured

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include 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 Insured 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.
- 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 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 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. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

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 Insured 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 Insured's death, consisting of a certified copy of the death certificate for the 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; and (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 payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Face Amount Increase – You may submit an application to increase the Face Amount. The 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 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 such Coverage Layer are the Initial Amount, Level Period, Reduction Factor, and End Year for the Coverage Layer and will be shown in a Supplemental Schedule of Coverage sent to you at the time of the increase. The Level Period and End Year for the Coverage Layer are measured from the effective date of the Coverage Layer. During the Level Period of such Coverage Layer, the Surrender Charge is equal to the Initial Amount for the Coverage Layer. After the Level Period, the Surrender Charge for the Coverage Layer decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor for the Coverage Layer until it becomes zero after the End Year for the Coverage Layer.

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 your registered 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 your registered representative 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.

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 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.

Premium Allocation – Any Net Premium we receive before your policy has been placed In Force, will be allocated to the Money Market Variable Account. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value in the Money Market Variable Account will be transferred to the Investment Options according to the most recent premium allocation instructions we received from you. Any Net Premium we receive when your policy is In Force will be allocated to the Investment Options according to the most recent premium allocation instructions we received from you.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Investment Options based on your instructions on file with us.

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 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 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 is defined on each Valuation Day and is the sum of:

- The Fixed Accumulated Value
- The Variable Accumulated Value
- The Loan Account Value

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Option. On the Policy Date, the policy's Accumulated Value in each Fixed Option is equal to the Net Premium allocated to that Fixed Option less any allocation of the initial Monthly Deduction from that Fixed Option.

After the Policy Date, we calculate the Accumulated Value in each Fixed Option as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for the Fixed Options shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Option may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year. The Accumulated Value for each Fixed Option on any Valuation Day is the following, including interest on each:

- The Accumulated Value for the Fixed Option on the prior Monthly Payment Date
- Plus the amount of any Net Premium received and allocated to the Fixed Option since the last Monthly Payment Date
- Plus the amount of any transfer to the Fixed Option, including transfers from the Loan Account, since the last Monthly Payment Date
- 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 withdrawals, or transfers from the Fixed Option, including transfers to the Loan Account, since the last Monthly Payment Date

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- The amount of any Net Premium received and allocated to the Variable Account
- Transfers to the Variable Account, including transfers from the Loan Account

We debit Accumulation Units from each Variable Account as a result of:

- Transfers from the Variable Account, including transfers to the Loan Account
- Surrender and withdrawals from the Variable Account
- The Monthly Deduction and other deductions due, if any, and assessed against the Variable Account

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was \$10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and
(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to $(A \div B)$, where:

(A) equals:

- (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account; plus or minus
- (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and

(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

The **Net Asset Value** of the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

Loan Account Value – The Loan Account Value is the amount set aside to secure Policy Debt and is held in the Loan Account. We will credit interest to the Loan Account on a daily basis, using a 365-day year, and the daily equivalent of an annual interest rate not less than the guaranteed interest rate used for the Fixed Account. The Loan Account Value on the Policy Date is equal to any policy debt existing at such time. Thereafter, the Loan Value is defined on each Valuation Day as the following, including interest on each:

- The amount in the Loan Account as of the end of the prior Monthly Payment Date
- Plus any loan taken since the prior Monthly Payment Date
- Minus any loan amount repaid since the prior Monthly Payment Date

On each policy anniversary, if the Loan Account Value exceeds policy debt, the excess will be transferred from the Loan Account to the Investment Options according to your most recent premium allocation instructions, and if Policy Debt exceeds the Loan Account Value, the excess will be transferred from the Investment Options on a proportionate basis to the Loan Account.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the 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 Cost of Insurance Charge
- The Administrative Charge
- The Coverage Charge
- The Asset Charge
- Rider or benefit charges, if any

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. The Monthly Deduction will be charged on the Monthly Payment Date proportionately to the Accumulated Value in each Investment Option. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is equal to (1) multiplied by (2), where: (1) is the Maximum Monthly Cost of Insurance Rate divided by 1000; and (2) is the Net Amount at Risk.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates are shown in the Policy Specifications. We may use Cost of Insurance Rates less than the maximum rates.

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

Coverage Charge - The Coverage Charge is based on the Face Amount of the policy as of the Policy Date and will not exceed the Maximum Monthly Coverage Charge shown in the Policy Specifications. The Coverage Charge will not decrease even if you decrease the Face Amount of the policy.

Asset Charge - The Asset Charge is equal to the Monthly Asset Charge Rate multiplied by the Unloaned Accumulated Value. The Unloaned Accumulated Value is equal to $a - b$ where:

a = the Accumulated Value at the beginning of the policy month before the current Monthly Deduction is charged; and
b = the Loan Account.

The Monthly Asset Charge Rate is:

- 0.000375 (equivalent to 0.45% annually) for the first \$25,000 of Unloaned Accumulated Value
- 0.000042 (equivalent to 0.05% annually) for any Unloaned Accumulated Value in excess of \$25,000

Other Taxes – In addition to the charges imposed under the policy, we reserve the right to make a charge for federal, state or local taxes that may be attributable to the Variable Accounts or to our operations with respect to this policy if we incur any such taxes.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Accumulated Value less Policy Debt on a Monthly Payment Date is sufficient to cover the Monthly Deduction due, the policy will continue In Force. If the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due, 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 the monthly charges not deducted plus 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. If the Insured dies during the Grace Period, the death benefit will be equal to the death benefit as of the beginning of the Grace Period 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 satisfactory to us
- 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 Insured's Age 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.

TRANSFERS

Transfers – After your initial Premium has been allocated according to your instructions you may, upon Written Request, transfer your Accumulated Value, or a part of it, among the Fixed Options and Variable Accounts as provided in this section. No transfer may be made if the policy is in a Grace Period and the Required Premium has not been paid.

We reserve the right:

- To limit the size of transfers so that each transfer is at least \$500
- To limit the frequency of transfers, however at least one transfer per calendar quarter will be allowed
- To require that the remaining balance in any account as a result of a transfer be at least \$500
- To assess a charge of \$25 for each transfer exceeding 12 per policy year
- To otherwise waive or reduce the restrictions on transfers described in this section. You may contact us to find out what restrictions are in effect at any time.

Transfers To The Fixed Options (from the Variable Accounts) – You may transfer to the Fixed Options only during the policy month preceding each policy anniversary and the policy month following each policy anniversary, subject to the limitations described in the Allocations To The Fixed Options subsection below. Such transfer may be for any amount up to 100% of the Variable Accumulated Value.

Transfers From The Fixed Account – You may make one transfer from the Fixed Account to the Variable Accounts or Fixed LT Account in any twelve-month period. Such transfer is limited to the greatest of \$5,000, 25% of the Accumulated Value in the Fixed Account, and the amount transferred in the prior policy year from the Fixed Account to the Variable Accounts, provided that you may transfer up to 100% of the value in the Fixed Account to the Fixed LT Account.

Transfers From The Fixed LT Account – You may make one transfer from the Fixed LT Account to the Variable Accounts or Fixed Account in any twelve-month period. Such transfer is limited to the greatest of \$5,000, 10% of the Accumulated Value in the Fixed LT Account, and the amount transferred in the prior policy year from the Fixed LT Account to either the Fixed or Variable Accounts.

Allocations To The Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, as follows:

- \$1,000,000 for Net Premiums
- \$100,000 for loan repayments and transfers

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments

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 at our Administrative Office.

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

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

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.

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 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.
- We reserve the right to disallow any withdrawal that would result in a Face Amount of less than \$1,000 after the withdrawal.

The amount of each withdrawal and any withdrawal fee will be deducted proportionately from the Investment Options.

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 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 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 Insured 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.

TIMING OF PAYMENTS AND TRANSFERS

Variable Accounts – With respect to allocations made to the Variable Accounts, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the Valuation Day on or next following the day on which we receive your instructions. For any portion of death benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Insured's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from any of the Variable Accounts, if:

- The New York Stock Exchange is closed on other than customary weekend and holiday closings
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC)
- An emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities
- The SEC by order permits postponement for the protection of policy owners

Other Allocations – With respect to allocations to accounts other than those made to the Variable Accounts, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from such accounts, for up to six months after we receive your request.

Deferral - If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

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 \$1,000 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 five-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 Loan Account of this policy. We recommend you consult your tax advisor before requesting a policy loan. Loan amounts will be deducted from the Investment Options on a pro rata basis.

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 – Interest will accrue daily and is payable in arrears at the maximum annual rate of 2.75%. We may use a lower loan interest rate. Interest not paid when due will be added to the loan principal and bear interest at the same rate.

Loan Repayment – Loans may be repaid at any time while the policy is In Force. An amount equal to the portion of any loan repaid, but not more than the amount in the Loan Account, will be transferred from the Loan Account to the Investment Options according to your most recent instructions for allocation of premiums. We reserve the right to transfer repayments from the Loan Account to each Fixed Option up to the amount that was originally borrowed from that Fixed Option. Any excess over such amount will be transferred to the Variable Accounts according to your most recent instructions for allocation of premiums.

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our

general account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- Change or add designated investment companies
- Add, remove or combine Variable Accounts
- Add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account
- Register or deregister any Variable Account under the Investment Company Act of 1940
- Change the classification of any Variable Account
- Operate any Variable Account as a managed investment company or as a unit investment trust
- Combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates
- Transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates
- Run any Variable Account under the direction of a committee, board, or other group
- Restrict or eliminate any voting rights of policy Owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account
- Change the allocations permitted under the policy
- Terminate and liquidate any Variable Account
- Make any other change needed to comply with law

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by 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. 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 Insured. A beneficiary may not, at or after the Insured'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 Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the Death Benefit 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 Insured 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 amendments and endorsements to the Application, any applications for reinstatement, 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 Insured's lifetime.

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 Insured's lifetime.

If there has been a change to the policy for which we required the Insured to submit 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 Insured's lifetime.

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

Suicide Exclusion – If the Insured 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 Insured 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; and
- 3) Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If the Insured's sex or birth date is misstated in the application and it is discovered on or after the death of the Insured, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio 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 the Insured's sex or birth date is misstated in the application and it is discovered before the death of the Insured, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of the Insured in calculating future Monthly Deductions.

Maturity – This policy does not mature, but will continue In Force so long as the 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

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

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities 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.

Juvenile Insured – This provision only applies if the Insured was under Age 20 on the Policy Date. Beginning when the Insured attains Age 20, you will have an opportunity to improve your policy's Risk Class as compared with the Risk Class that applied prior to Age 20. This may reduce the actual Cost of Insurance Charge that is deducted from your policy's Accumulated Value. At least 60 days prior to the Insured's Age 20, we will send to your last known address a notice of your right to apply for an improved Risk Class for the Insured of "Nonsmoker". In order to qualify for such improved Risk Class, you will be required to supply Evidence of Insurability satisfactory to us. In order for such improved Risk Class to take effect at Age 20, you must make the Written Request prior to Age 20. If you do not request an improved Risk Class for the Insured, a Risk Class of "Smoker" will be assigned.

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 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 (80% male, 20% female).

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

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 Face Amount, a Death Benefit Option change that would cause a reduction in the Face Amount, and a withdrawal that would cause a reduction in the Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original 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 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.

INDEX

Subject	Page	Subject	Page
Accumulated Value	5, 11	Loan Repayment	18
Administrative Charge	13	Maturity	21
Administrative Office	5	MEC	23
After the Monthly Deduction End Date	21	Misstatement	21
Age	5	Modified Endowment Contract	11, 12, 23
Annual Report	21	Monthly Deduction	13
Application	5	Monthly Deduction End Date	5, 13
Asset Charge	13	Monthly Payment Date	6
Assignment	19	Net Accumulated Value	6
Basic Coverage	5	Net Amount at Risk	6
Basis of Values	22	Net Asset Value	12
Beneficiary	19	Net Cash Surrender Value	15
Cash Surrender Value	15	Net Investment Factor	12
Cash Value Accumulation Test	7	Net Premium	6
Change of Death Benefit Option	8	Non-Participating	20
Class	5	Owner	19
Code	5	Planned Premium	10
Compliance	23	Policy Change Limit	9
Cost of Insurance Charge	13	Policy Charges	13, 14
Cost of Insurance Rates	13	Policy Date	6
Coverage Charge	13	Policy Debt	6
Coverage Layers	5	Policy Illustrations	21
Death Benefit	7	Policy Loans	18
Death Benefit Option	7	Policy Specifications	6
Death Benefit Proceeds	8	Premium Allocation	10
Death Benefit Qualification Test	7	Premium Limitation	10
Entire Contract	20	Premium Load	10
Evidence of Insurability	5	Premium Processing	10
Face Amount	5	Premiums	10
Face Amount Decrease	9	Reinstatement	14
Face Amount Increase	8	Risk Class	6
Fixed Accumulated Value	11	Separate Account	6, 18
Fixed Investment Options	5	Suicide Exclusion	20
Grace Period	14	Surrender	15
Guideline Premium Limit	10	Surrender Charge	16
Guideline Premium Test	7	Tax Qualification as Life Insurance	22
In Force	5	Total Face Amount	6
Income Benefits	17	Transfers	15
Incontestability	20	Unit Value	12
Insured	5	Unloaned Accumulated Value	13
Investment Options	5	Valuation Day	6
Juvenile Insured	22	Valuation Period	6
Lapse	14	Variable Account	6, 19
Loan Account	13	Variable Accumulated Value	12
Loan Account Value	13	Variable Investment Options	6
Loan Amount Available	18	Withdrawal	16
Loan Interest	18	Written Request	6



PACIFIC LIFE

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

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**



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.

Variable account values are not guaranteed, and may increase or decrease depending upon variable account investment experience.

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 the investment experience of the Variable Accounts.

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, Cost of Insurance Rates, and the investment performance of the Variable Accounts, the policy may not continue In Force; that is, it may lapse before any Death Benefit is payable on the death of the Insured. 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

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

INSURED:	LELAND STANFORD		
SEX AND AGE:	MALE 35		
RISK CLASS:	STANDARD NONSMOKER		
POLICY NUMBER:	VF99999990	TOTAL FACE AMOUNT	\$100,000
POLICY DATE:	NOVEMBER 1, 2008	OWNER:	LELAND STANFORD

Free Look Right – You may return this policy within [10] days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund:

- **Any Premium Load deducted from the premiums plus**
- **Any Net Premiums allocated to available Fixed and Indexed Accounts plus**
- **The Accumulated Value allocated to the Variable Investment Options plus**
- **Any monthly charges and fees deducted from the Policy’s Accumulated Value in the Variable Investment Options**

(This Page Intentionally Left Blank)

POLICY SPECIFICATIONS

BASE POLICY: FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE
PREMIUMS: PLANNED ANNUAL PREMIUM = \$607.91
7-PAY PREMIUM = 3,323.59
GUIDELINE SINGLE PREMIUM = 14,925.63
GUIDELINE LEVEL PREMIUM = 1,294.00

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST

DEATH BENEFIT OPTION: A

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.50% ANNUALLY. ANY EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR

NET AMOUNT AT RISK FACTOR: 1.0020598

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

MAXIMUM PREMIUM LOAD RATE: 6.95%

ADMINISTRATIVE CHARGE PER MONTH: \$7.50

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT: \$837.60
LEVEL PERIOD: 4 YEARS
REDUCTION FACTOR: \$139.60
END YEAR: 10 YEARS

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P09SE5

BASIC COVERAGE

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

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$26.50
2	26.50
3	26.50
4	26.50
5	26.50
6	26.50
7	26.50
8	26.50
9	26.50
10	26.50
11	15.90
12	15.90
13	15.90
14	15.90
15	15.90
16	15.90
17	15.90
18	15.90
19	15.90
20	15.90
21	15.90
22	15.90
23	15.90
24	15.90
25	15.90
26	15.90
27	15.90
28	15.90
29	15.90
30	15.90
31	15.90
32	15.90
33	15.90
34	15.90
35	15.90
36	15.90
37	15.90
38	15.90
39	15.90
40	15.90
41	15.90
42	15.90
43	15.90
44	15.90

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$15.90
46	15.90
47	15.90
48	15.90
49	15.90
50	15.90
51	15.90
52	15.90
53	15.90
54	15.90
55	15.90
56	15.90
57	15.90
58	15.90
59	15.90
60	15.90
61	15.90
62	15.90
63	15.90
64	15.90
65	15.90
66	15.90
67	15.90
68	15.90
69	15.90
70	15.90
71	15.90
72	15.90
73	15.90
74	15.90
75	15.90
76	15.90
77	15.90
78	15.90
79	15.90
80	15.90
81	15.90
82	15.90
83	15.90
84	15.90
85	15.90
86	15.90
87+	0

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 provide emphasis.

Accumulated Value – is the sum of the Fixed Accumulated Value, the Variable Accumulated Value, and the Loan Account Value (see the Accumulated Value section).

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the application. If the address changes, we will send you written notice of the new address.

Age – means the Insured's Age to the nearest birthday as of the Policy Date, increased by the number of complete policy years elapsed.

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.

Basic Coverage – is coverage on the Insured provided by this policy as shown in the Policy Specifications, rather than coverage provided by rider.

Class – is used in determining policy charges, and interest credited to the Fixed Options, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the 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 as shown in the Policy Specifications.

Fixed Options - consist of the Fixed Account and the Fixed LT Account, which are part of our general account. "Fixed Accounts", when used in plural, may be used in lieu of "Fixed Options".

Insured – is the person insured under this policy, as shown in the Policy Specifications.

Investment Options – consist of the Variable Accounts and the Fixed Accounts. We reserve the right to add additional Investment Options or to cease offering one or more of the Investment Options at any time. In such case, we will notify you of the change at your last known address.

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 any 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 shown in the Policy Specifications. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account and 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 the Insured's sex, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

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

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a separate account of ours or a subaccount of a separate account of ours in which assets are segregated from assets in our general account and our other separate accounts.

Variable Investment Options – consist of the Variable Accounts available under the policy. For ease of reference, the Variable Investment Options may also be referred to as the "Variable Accounts".

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 Insured

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include 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 Insured 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.
- 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 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 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. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

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 Insured 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 Insured's death, consisting of a certified copy of the death certificate for the 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; and (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 payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Face Amount Increase – You may submit an application to increase the Face Amount. The 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 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 such Coverage Layer are the Initial Amount, Level Period, Reduction Factor, and End Year for the Coverage Layer and will be shown in a Supplemental Schedule of Coverage sent to you at the time of the increase. The Level Period and End Year for the Coverage Layer are measured from the effective date of the Coverage Layer. During the Level Period of such Coverage Layer, the Surrender Charge is equal to the Initial Amount for the Coverage Layer. After the Level Period, the Surrender Charge for the Coverage Layer decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor for the Coverage Layer until it becomes zero after the End Year for the Coverage Layer.

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 your registered 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 your registered representative 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.

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 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.

Premium Allocation – Any Net Premium we receive before your policy has been placed In Force, will be allocated to the Money Market Variable Account. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value in the Money Market Variable Account will be transferred to the Investment Options according to the most recent premium allocation instructions we received from you. Any Net Premium we receive when your policy is In Force will be allocated to the Investment Options according to the most recent premium allocation instructions we received from you.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Investment Options based on your instructions on file with us.

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 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 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 is defined on each Valuation Day and is the sum of:

- The Fixed Accumulated Value
- The Variable Accumulated Value
- The Loan Account Value

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Option. On the Policy Date, the policy's Accumulated Value in each Fixed Option is equal to the Net Premium allocated to that Fixed Option less any allocation of the initial Monthly Deduction from that Fixed Option.

After the Policy Date, we calculate the Accumulated Value in each Fixed Option as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for the Fixed Options shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Option may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year. The Accumulated Value for each Fixed Option on any Valuation Day is the following, including interest on each:

- The Accumulated Value for the Fixed Option on the prior Monthly Payment Date
- Plus the amount of any Net Premium received and allocated to the Fixed Option since the last Monthly Payment Date
- Plus the amount of any transfer to the Fixed Option, including transfers from the Loan Account, since the last Monthly Payment Date
- 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 withdrawals, or transfers from the Fixed Option, including transfers to the Loan Account, since the last Monthly Payment Date

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- The amount of any Net Premium received and allocated to the Variable Account
- Transfers to the Variable Account, including transfers from the Loan Account

We debit Accumulation Units from each Variable Account as a result of:

- Transfers from the Variable Account, including transfers to the Loan Account
- Surrender and withdrawals from the Variable Account
- The Monthly Deduction and other deductions due, if any, and assessed against the Variable Account

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was \$10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and
(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to $(A \div B)$, where:

(A) equals:

- (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account; plus or minus
- (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and

(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

The **Net Asset Value** of the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

Loan Account Value – The Loan Account Value is the amount set aside to secure Policy Debt and is held in the Loan Account. We will credit interest to the Loan Account on a daily basis, using a 365-day year, and the daily equivalent of an annual interest rate not less than the guaranteed interest rate used for the Fixed Account. The Loan Account Value on the Policy Date is equal to any policy debt existing at such time. Thereafter, the Loan Value is defined on each Valuation Day as the following, including interest on each:

- The amount in the Loan Account as of the end of the prior Monthly Payment Date
- Plus any loan taken since the prior Monthly Payment Date
- Minus any loan amount repaid since the prior Monthly Payment Date

On each policy anniversary, if the Loan Account Value exceeds policy debt, the excess will be transferred from the Loan Account to the Investment Options according to your most recent premium allocation instructions, and if Policy Debt exceeds the Loan Account Value, the excess will be transferred from the Investment Options on a proportionate basis to the Loan Account.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the 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 Cost of Insurance Charge
- The Administrative Charge
- The Coverage Charge
- The Asset Charge
- Rider or benefit charges, if any

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. The Monthly Deduction will be charged on the Monthly Payment Date proportionately to the Accumulated Value in each Investment Option. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is equal to (1) multiplied by (2), where: (1) is the Maximum Monthly Cost of Insurance Rate divided by 1000; and (2) is the Net Amount at Risk.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates are shown in the Policy Specifications. We may use Cost of Insurance Rates less than the maximum rates.

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

Coverage Charge - The Coverage Charge is based on the Face Amount of the policy as of the Policy Date and will not exceed the Maximum Monthly Coverage Charge shown in the Policy Specifications. The Coverage Charge will not decrease even if you decrease the Face Amount of the policy.

Asset Charge - The Asset Charge is equal to the Monthly Asset Charge Rate multiplied by the Unloaned Accumulated Value. The Unloaned Accumulated Value is equal to $a - b$ where:

a = the Accumulated Value at the beginning of the policy month before the current Monthly Deduction is charged; and
b = the Loan Account.

The Monthly Asset Charge Rate is:

- 0.000375 (equivalent to 0.45% annually) for the first \$25,000 of Unloaned Accumulated Value
- 0.000042 (equivalent to 0.05% annually) for any Unloaned Accumulated Value in excess of \$25,000

Other Taxes – In addition to the charges imposed under the policy, we reserve the right to make a charge for federal, state or local taxes that may be attributable to the Variable Accounts or to our operations with respect to this policy if we incur any such taxes.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Accumulated Value less Policy Debt on a Monthly Payment Date is sufficient to cover the Monthly Deduction due, the policy will continue In Force. If the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due, 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 the monthly charges not deducted plus 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. If the Insured dies during the Grace Period, the death benefit will be equal to the death benefit as of the beginning of the Grace Period 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 satisfactory to us
- 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 Insured's Age 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.

TRANSFERS

Transfers – After your initial Premium has been allocated according to your instructions you may, upon Written Request, transfer your Accumulated Value, or a part of it, among the Fixed Options and Variable Accounts as provided in this section. No transfer may be made if the policy is in a Grace Period and the Required Premium has not been paid.

We reserve the right:

- To limit the size of transfers so that each transfer is at least \$500
- To limit the frequency of transfers, however at least one transfer per calendar quarter will be allowed
- To require that the remaining balance in any account as a result of a transfer be at least \$500
- To assess a charge of \$25 for each transfer exceeding 12 per policy year
- To otherwise waive or reduce the restrictions on transfers described in this section. You may contact us to find out what restrictions are in effect at any time.

Transfers To The Fixed Options (from the Variable Accounts) – You may transfer to the Fixed Options only during the policy month preceding each policy anniversary and the policy month following each policy anniversary, subject to the limitations described in the Allocations To The Fixed Options subsection below. Such transfer may be for any amount up to 100% of the Variable Accumulated Value.

Transfers From The Fixed Account – You may make one transfer from the Fixed Account to the Variable Accounts or Fixed LT Account in any twelve-month period. Such transfer is limited to the greatest of \$5,000, 25% of the Accumulated Value in the Fixed Account, and the amount transferred in the prior policy year from the Fixed Account to the Variable Accounts, provided that you may transfer up to 100% of the value in the Fixed Account to the Fixed LT Account.

Transfers From The Fixed LT Account – You may make one transfer from the Fixed LT Account to the Variable Accounts or Fixed Account in any twelve-month period. Such transfer is limited to the greatest of \$5,000, 10% of the Accumulated Value in the Fixed LT Account, and the amount transferred in the prior policy year from the Fixed LT Account to either the Fixed or Variable Accounts.

Allocations To The Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, as follows:

- \$1,000,000 for Net Premiums
- \$100,000 for loan repayments and transfers

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments

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 at our Administrative Office.

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

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

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.

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 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.
- We reserve the right to disallow any withdrawal that would result in a Face Amount of less than \$1,000 after the withdrawal.

The amount of each withdrawal and any withdrawal fee will be deducted proportionately from the Investment Options.

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 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 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 Insured 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.

TIMING OF PAYMENTS AND TRANSFERS

Variable Accounts – With respect to allocations made to the Variable Accounts, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the Valuation Day on or next following the day on which we receive your instructions. For any portion of death benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Insured's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from any of the Variable Accounts, if:

- The New York Stock Exchange is closed on other than customary weekend and holiday closings
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC)
- An emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities
- The SEC by order permits postponement for the protection of policy owners

Other Allocations – With respect to allocations to accounts other than those made to the Variable Accounts, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from such accounts, for up to six months after we receive your request.

Deferral - If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

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 \$1,000 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 five-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 Loan Account of this policy. We recommend you consult your tax advisor before requesting a policy loan. Loan amounts will be deducted from the Investment Options on a pro rata basis.

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 – Interest will accrue daily and is payable in arrears at the maximum annual rate of 2.75%. We may use a lower loan interest rate. Interest not paid when due will be added to the loan principal and bear interest at the same rate.

Loan Repayment – Loans may be repaid at any time while the policy is In Force. An amount equal to the portion of any loan repaid, but not more than the amount in the Loan Account, will be transferred from the Loan Account to the Investment Options according to your most recent instructions for allocation of premiums. We reserve the right to transfer repayments from the Loan Account to each Fixed Option up to the amount that was originally borrowed from that Fixed Option. Any excess over such amount will be transferred to the Variable Accounts according to your most recent instructions for allocation of premiums.

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our

general account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- Change or add designated investment companies
- Add, remove or combine Variable Accounts
- Add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account
- Register or deregister any Variable Account under the Investment Company Act of 1940
- Change the classification of any Variable Account
- Operate any Variable Account as a managed investment company or as a unit investment trust
- Combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates
- Transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates
- Run any Variable Account under the direction of a committee, board, or other group
- Restrict or eliminate any voting rights of policy Owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account
- Change the allocations permitted under the policy
- Terminate and liquidate any Variable Account
- Make any other change needed to comply with law

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by 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. 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 Insured. A beneficiary may not, at or after the Insured'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 Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the Death Benefit 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 Insured 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 amendments and endorsements to the Application, any applications for reinstatement, 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 Insured's lifetime.

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 Insured's lifetime.

If there has been a change to the policy for which we required the Insured to submit 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 Insured's lifetime.

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

Suicide Exclusion – If the Insured 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 Insured 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, 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; and
- 3) Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If the Insured's sex or birth date is misstated in the application and it is discovered on or after the death of the Insured, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio 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 the Insured's sex or birth date is misstated in the application and it is discovered before the death of the Insured, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of the Insured in calculating future Monthly Deductions.

Maturity – This policy does not mature, but will continue In Force so long as the 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

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

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities 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.

Juvenile Insured – This provision only applies if the Insured was under Age 20 on the Policy Date. Beginning when the Insured attains Age 20, you will have an opportunity to improve your policy's Risk Class as compared with the Risk Class that applied prior to Age 20. This may reduce the actual Cost of Insurance Charge that is deducted from your policy's Accumulated Value. At least 60 days prior to the Insured's Age 20, we will send to your last known address a notice of your right to apply for an improved Risk Class for the Insured of "Nonsmoker". In order to qualify for such improved Risk Class, you will be required to supply Evidence of Insurability satisfactory to us. In order for such improved Risk Class to take effect at Age 20, you must make the Written Request prior to Age 20. If you do not request an improved Risk Class for the Insured, a Risk Class of "Smoker" will be assigned.

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 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 (80% male, 20% female).

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

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 Face Amount, a Death Benefit Option change that would cause a reduction in the Face Amount, and a withdrawal that would cause a reduction in the Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original 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 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.

INDEX

Subject	Page	Subject	Page
Accumulated Value	5, 11	Loan Repayment	18
Administrative Charge	13	Maturity	21
Administrative Office	5	MEC	23
After the Monthly Deduction End Date	21	Misstatement	21
Age	5	Modified Endowment Contract	11, 12, 23
Annual Report	21	Monthly Deduction	13
Application	5	Monthly Deduction End Date	5, 13
Asset Charge	13	Monthly Payment Date	6
Assignment	19	Net Accumulated Value	6
Basic Coverage	5	Net Amount at Risk	6
Basis of Values	22	Net Asset Value	12
Beneficiary	19	Net Cash Surrender Value	15
Cash Surrender Value	15	Net Investment Factor	12
Cash Value Accumulation Test	7	Net Premium	6
Change of Death Benefit Option	8	Non-Participating	20
Class	5	Owner	19
Code	5	Planned Premium	10
Compliance	23	Policy Change Limit	9
Cost of Insurance Charge	13	Policy Charges	13, 14
Cost of Insurance Rates	13	Policy Date	6
Coverage Charge	13	Policy Debt	6
Coverage Layers	5	Policy Illustrations	21
Death Benefit	7	Policy Loans	18
Death Benefit Option	7	Policy Specifications	6
Death Benefit Proceeds	8	Premium Allocation	10
Death Benefit Qualification Test	7	Premium Limitation	10
Entire Contract	20	Premium Load	10
Evidence of Insurability	5	Premium Processing	10
Face Amount	5	Premiums	10
Face Amount Decrease	9	Reinstatement	14
Face Amount Increase	8	Risk Class	6
Fixed Accumulated Value	11	Separate Account	6, 18
Fixed Investment Options	5	Suicide Exclusion	20
Grace Period	14	Surrender	15
Guideline Premium Limit	10	Surrender Charge	16
Guideline Premium Test	7	Tax Qualification as Life Insurance	22
In Force	5	Total Face Amount	6
Income Benefits	17	Transfers	15
Incontestability	20	Unit Value	12
Insured	5	Unloaned Accumulated Value	13
Investment Options	5	Valuation Day	6
Juvenile Insured	22	Valuation Period	6
Lapse	14	Variable Account	6, 19
Loan Account	13	Variable Accumulated Value	12
Loan Account Value	13	Variable Investment Options	6
Loan Amount Available	18	Withdrawal	16
Loan Interest	18	Written Request	6



PACIFIC LIFE

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

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**