

SERFF Tracking Number: PACL-126369763 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 44464  
Company Tracking Number: 30-1173  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
Variable  
Product Name: Individual Single Premium Deferred Annuity Contract & Application  
Project Name/Number: Individual Single Premium Deferred Annuity Contract & Application/30-1173

## Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Individual Single Premium SERFF Tr Num: PACL-126369763 State: Arkansas  
Deferred Annuity Contract & Application

TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 44464  
Variable Closed

Sub-TOI: A02I.003 Single Premium Co Tr Num: 30-1173 State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird

Authors: Larry Gardner, Maysy Disposition Date: 01/04/2010

Vang, Brian Deleget, Karen Givens

Date Submitted: 12/23/2009 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

## General Information

Project Name: Individual Single Premium Deferred Annuity Contract & Application Status of Filing in Domicile: Pending

Project Number: 30-1173

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 01/04/2010

Explanation for Other Group Market Type:

State Status Changed: 01/05/2010

Deemer Date:

Created By: Maysy Vang

Submitted By: Karen Givens

Corresponding Filing Tracking Number:

Filing Description:

NAIC: 67466

FEIN: 95-079000

To the Individual Life Insurance Department of Arkansas.

SERFF Tracking Number: PACL-126369763 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 44464  
Company Tracking Number: 30-1173  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
Variable  
Product Name: Individual Single Premium Deferred Annuity Contract & Application  
Project Name/Number: Individual Single Premium Deferred Annuity Contract & Application/30-1173

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

#### Form Number Form Description

30-1173 Individual Single Premium Deferred Annuity Contract  
25-1173 Single Premium Deferred Annuity Application

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

#### Individual Single Premium Deferred Annuity Contract (30-1173)

The Contract is an individual, fixed, non-participating, single premium deferred annuity contract with a market value adjustment feature. The Contract pays interest during the applicable guarantee term. There are several interest rate guarantee term options available under the Contract. There can only be one guarantee term in effect at any given time. The Contract credits interest daily at a rate which compounds over one year to the annualized effective interest rate declared when the purchase payment was made. The rate is guaranteed for the duration of the guarantee term.

As described in the Contract, withdrawals are allowed, however, there may be a withdrawal charge imposed. The withdrawal charge is based on a 7-year declining withdrawal charge scale. The charge is assessed as a fixed percentage of the amount withdrawn, with waiver of such charges in certain cases.

In addition to withdrawal charges, withdrawals before the end of the guarantee term will be adjusted upward or downward by applying a Market Value Adjustment. The formula for calculating the Market Value Adjustment is set forth in the Contract under the Market Value Adjustment section. There are certain circumstances set forth in the Contract in which the Market Value Adjustment is not applied. The Market Value Adjustment will not exceed, in either the positive or negative direction, the interest earned in the applicable guarantee term that is in excess of the Contract's minimum guaranteed interest rate per year.

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

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

There are no unusual features contained in the Contract.

Contract issue ages are 0 through 85.

SERFF Tracking Number: PACL-126369763 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 44464  
Company Tracking Number: 30-1173  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
Product Name: Individual Single Premium Deferred Annuity Contract & Application  
Project Name/Number: Individual Single Premium Deferred Annuity Contract & Application/30-1173

## Annuity Application (25-1173)

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

The contract will be marketed through licensed producers of the Company to fund non-qualified annuities and tax-qualified retirement plans and programs under Internal Revenue Code Sections 401(a), 401(k), 403(b) and 408(b), including but not limited to, SEP-IRAs, Simple IRAs, Roth IRAs and 457.

## Qualified Plan Riders

If the contract is a tax-qualified contract, one of the following previously approved individual annuity riders will be attached to the contract at issue.

### Form Number Form Description Date Approved

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

## Statement of Variability

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

The combination of these forms (contract and application) achieved a readability flesch score of 51.2.

The forms are submitted in final print and subject to only minor modification in paper size, stock, ink, border, Company logo and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees are included in this submission

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

SERFF Tracking Number: PACL-126369763 State: Arkansas  
 Filing Company: Pacific Life Insurance Company State Tracking Number: 44464  
 Company Tracking Number: 30-1173  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
 Variable  
 Product Name: Individual Single Premium Deferred Annuity Contract & Application  
 Project Name/Number: Individual Single Premium Deferred Annuity Contract & Application/30-1173

Should you have any questions or require additional information, please call toll-free 1-866-746-2724 ext. 3281.

Sincerely,

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

## Company and Contact

### Filing Contact Information

Maysy Vang, Compliance Analyst  
 700 Newport Center Drive  
 Newport Beach, CA 92660

Mvang@pacificlife.com  
 949-219-6907 [Phone]  
 949-219-0579 [FAX]

### Filing Company Information

Pacific Life Insurance Company  
 700 Newport Center Drive  
 Newport Beach, CA 92660-6397  
 (800) 722-2333 ext. [Phone]

CoCode: 67466  
 Group Code: 709  
 Group Name:  
 FEIN Number: 95-1079000

State of Domicile: Nebraska  
 Company Type: Annuities  
 State ID Number:

-----

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$50.00	12/23/2009	33056912

SERFF Tracking Number: PACL-126369763 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 44464  
Company Tracking Number: 30-1173  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
Product Name: Individual Single Premium Deferred Annuity Contract & Application  
Project Name/Number: Individual Single Premium Deferred Annuity Contract & Application/30-1173

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	01/04/2010	01/04/2010

*SERFF Tracking Number:* PACL-126369763      *State:* Arkansas  
*Filing Company:* Pacific Life Insurance Company      *State Tracking Number:* 44464  
*Company Tracking Number:* 30-1173  
*TOI:* A021 Individual Annuities- Deferred Non-      *Sub-TOI:* A021.003 Single Premium  
Variable  
*Product Name:* Individual Single Premium Deferred Annuity Contract & Application  
*Project Name/Number:* Individual Single Premium Deferred Annuity Contract & Application/30-1173

## **Disposition**

Disposition Date: 01/04/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-126369763 State: Arkansas  
 Filing Company: Pacific Life Insurance Company State Tracking Number: 44464  
 Company Tracking Number: 30-1173  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
 Variable  
 Product Name: Individual Single Premium Deferred Annuity Contract & Application  
 Project Name/Number: Individual Single Premium Deferred Annuity Contract & Application/30-1173

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

SERFF Tracking Number: PACL-126369763 State: Arkansas  
 Filing Company: Pacific Life Insurance Company State Tracking Number: 44464  
 Company Tracking Number: 30-1173  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
 Variable  
 Product Name: Individual Single Premium Deferred Annuity Contract & Application  
 Project Name/Number: Individual Single Premium Deferred Annuity Contract & Application/30-1173

## Form Schedule

**Lead Form Number: 30-1173**

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	25-1173	Application/ Single Premium Enrollment Deferred Annuity Form Application	Initial		51.200	25-1173.pdf
	30-1173	Policy/Cont Single Premium ract/Fratern Deferred Annuity al Contract Certificate	Initial		51.200	P1173.pdf



# PACIFIC LIFE

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

## PACIFIC FRONTIERS

### Single Premium Deferred Annuity Application

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

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

Name (First, Middle, Last) <b>John A. Doe</b>		Birth Date (mo/day/yr) <b>01/01/1972</b>	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Mailing Address <b>111 Main Street</b>	City, State, Zip <b>Anytown, NY 12345</b>	SSN <b>999-77-8888</b>	
Residential Address (if different than mailing address)	City, State, Zip		
Solicited at: State _____	Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract and registered representative/producer appointment purposes.		

**ADDITIONAL ANNUITANT** *Not applicable for qualified contracts or contracts with non-natural owners. Check One:*  Joint  Contingent

Name (First, Middle, Last) <b>Jane A. Doe</b>		Birth Date (mo/day/yr) <b>01/11/1972</b>	Sex <input type="checkbox"/> M <input checked="" type="checkbox"/> F
Mailing Address <b>111 Main Street</b>	City, State, Zip <b>Anytown, NY 12345</b>	SSN <b>999-66-8888</b>	
Residential Address (if different than mailing address)	City, State, Zip		

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

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

**JOINT OWNER** *Not applicable for qualified contracts.*

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





**8. SINGLE PREMIUM ALLOCATION *Select ONE.***

Note: Not all Guarantee Terms may be available. Contact Pacific Life for available Guarantee Terms and rates.

<input type="checkbox"/> 1 Year Guarantee Term	<input type="checkbox"/> 5 Year Guarantee Term	<input type="checkbox"/> 9 Year Guarantee Term
<input type="checkbox"/> 2 Year Guarantee Term	<input type="checkbox"/> 6 Year Guarantee Term	<input checked="" type="checkbox"/> 10 Year Guarantee Term
<input type="checkbox"/> 3 Year Guarantee Term	<input type="checkbox"/> 7 Year Guarantee Term	
<input type="checkbox"/> 4 Year Guarantee Term	<input type="checkbox"/> 8 Year Guarantee Term	

**9. REPLACEMENT**

**9A. EXISTING INSURANCE**

**CHECK ONE**  Yes  No

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

**9B. REPLACEMENT**

**CHECK ONE**  Yes  No

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

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

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

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

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

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

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



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

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

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

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

**I UNDERSTAND THAT AMOUNTS WITHDRAWN OR APPLIED FOR AN ANNUITY BEFORE THE END OF A GUARANTEE TERM ARE SUBJECT TO A MARKET VALUE ADJUSTMENT.**

Owner's Signature <b>SIGN HERE</b> <i>John A. Doe</i>	Date (mo/day/yr) <b>DATE</b> 07/29/2009	Signed at: City <b>CITY</b> Anytown	State <b>STATE</b> N Y
Joint Owner's Signature (if applicable) <b>SIGN HERE</b> <i>Jane A. Doe</i>	Date (mo/day/yr) <b>DATE</b> 07/29/2009		

**13. REGISTERED REPRESENTATIVE/PRODUCER'S STATEMENT**

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

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

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

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

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

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

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

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

Soliciting Registered Representative/Producer's Signature <b>SIGN HERE</b> <i>Cindy Brown</i>	Print Registered Representative/Producer's Full Name Cindy Brown
Registered Representative/Producer's Telephone Number (123) 456-7890	Registered Representative/Producer's E-Mail Address cbrown@internet.com
Broker/Dealer's Name Brown & Company	Brokerage Account Number (optional)

Send completed application as follows:

**APPLICATION WITH PAYMENT:**

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

**APPLICATION WITHOUT PAYMENT:**

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





# PACIFIC LIFE

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

## READ YOUR CONTRACT CAREFULLY

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

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

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

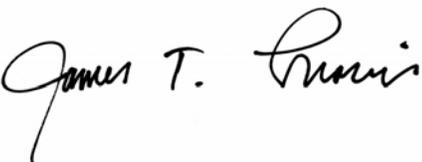
**AMOUNTS WITHDRAWN OR APPLIED FOR AN ANNUITY BEFORE THE END OF A GUARANTEE TERM WILL BE ADJUSTED UPWARD OR DOWNWARD BASED ON THE MARKET VALUE ADJUSTMENT FORMULA SPECIFIED IN THIS CONTRACT.**

**THERE IS A WITHDRAWAL CHARGE APPLICABLE TO YOUR CONTRACT. PLEASE REVIEW YOUR CONTRACT SPECIFICATIONS PAGE AND WITHDRAWAL CHARGE PROVISION CAREFULLY.**

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

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

## PACIFIC LIFE INSURANCE COMPANY

	
Chairman and Chief Executive Officer	Secretary

### INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY CONTRACT WITH MARKET VALUE ADJUSTMENT FEATURE

Guaranteed Interest Rates – Market Value Adjustment  
Annuities Payable in Fixed Dollar Amounts  
Death Benefit Amount Payable Before Annuity Date  
Multiple Annuity Payout Options  
Non-Participating

## TABLE OF CONTENTS

<b>CONTRACT SPECIFICATIONS</b> .....	3
<b>DEFINITION OF TERMS</b> .....	4
<b>GENERAL PROVISIONS</b> .....	6
<b>GUARANTEE TERMS AND RATES</b>	
Allocation of Purchase Payment .....	8
Establishment of Guaranteed Rates .....	8
Crediting Interest .....	8
Expiration of Guarantee Term .....	8
<b>WITHDRAWAL PROVISIONS</b>	
Withdrawals .....	9
Full Withdrawal .....	9
Free Withdrawals .....	9
Systematic Withdrawals .....	9
Order of Withdrawals .....	9
Withdrawal Charge .....	9
Waiver of Withdrawal Charges .....	10
<b>MARKET VALUE ADJUSTMENT</b>	
Market Value Adjustment .....	11
Waiver of Market Value Adjustment .....	12
<b>DEATH BENEFIT PROVISIONS</b>	
Death Benefit .....	13
Death Benefit Amount .....	13
Death of Annuitant .....	13
Death of Owner .....	13
Death of Owner Distribution Rules .....	14
<b>BENEFICIARY PROVISIONS</b>	
Designation of Beneficiary .....	15
Adding or Changing Your Beneficiary .....	15
<b>ANNUITY PROVISIONS</b>	
Date Annuity Payments Begin .....	16
Default Annuity Date and Annuity Option.....	16
Change of Annuity Date and Annuity Option .....	16
Application of Contract Value .....	16
Minimum Amount.....	16
Conversion to Current Rates.....	16
<b>ANNUITY OPTIONS</b>	
Option 1 – Life Only.....	17
Option 2 – Life with Period Certain.....	17
Option 3 – Joint and Survivor Life .....	17
Option 4 – Period Certain Only .....	17
<b>ANNUITY OPTION TABLES</b>	
Applicability of Rates .....	18
Basis of Computations .....	18
Rates Not Shown .....	18
<b>TABLE OF GUARANTEED VALUES</b> .....	21



## DEFINITION OF TERMS

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

**Annuitant** – The person you name on whose life annuity payments may be determined. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 86 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

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

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

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

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

**Contingent Annuitant** – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 86 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant, must be under Age 86 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

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

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

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

**Contract Value** – The amount allocated to a Guarantee Term plus interest credited at the Guaranteed Rate, less withdrawals (including withdrawal charges) and adjusted for any applicable Market Value Adjustment, and less any applicable premium taxes.

**Full Withdrawal Value** – The amount payable to you if the Contract is terminated before the Annuity Date. The Full Withdrawal Value is equal to the Contract Value, reduced by any applicable withdrawal charge, Market Value Adjustment and any applicable premium taxes.

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

**Guaranteed Rate** – The annual rate of interest that we declare from time to time and which is accrued daily. The Guaranteed Rate for any Guarantee Term will never be less than the Contract's Minimum Guaranteed Interest Rate.

**Initial Interest Rate** – The interest rate set on the Contract Date and which is guaranteed not to change during the length of the Initial Guarantee Term. This rate is shown on the Contract Specifications page.

**Market Value Adjustment** – An adjustment to an amount withdrawn from the Contract Value before the end of the Guarantee Term, as described in the **Market Value Adjustment** provision.

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

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

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

**Owner** – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners ("Joint Owners"). Any named Owner must be under Age 86 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 86 at the time of such change or addition.

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

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

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

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

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

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

## GENERAL PROVISIONS

**Reports to Owner(s)** – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, the transactions that have occurred since the last report, any MVA amount, as applicable, and any other information required by law.

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

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

Any change in Owner, if permitted under the Contract, will be effective, unless otherwise specified by the Owner, on the date such change is signed, subject to any payments made or actions taken by us prior to our receipt of the notice.

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

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

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

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

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

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

**Removal of Beneficiary or Contingent Annuitant** – You may remove a Beneficiary or a Contingent Annuitant from this Contract by providing proper written instructions to our Service Center.

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

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

**Delay of Payment** – We may delay payment of any withdrawal or Full Withdrawal Value for a period of not more than six months after the requested effective date of the transaction, as permitted under applicable law. Any amount delayed will continue to earn interest until the end of the Guarantee Term at the Guaranteed Rate then in effect and thereafter at an annual rate of not less than the Minimum Guaranteed Interest Rate shown on the Contract Specifications page.

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

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

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

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

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

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

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

**Non-Participating** – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

## GUARANTEE TERMS AND RATES

**Allocation of Purchase Payment** – Your Purchase Payment is allocated to the Initial Guarantee Term at the Initial Interest Rate shown on the Contract Specifications page.

If the Purchase Payment was paid by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

**Establishment of Guaranteed Rates** – We may declare Guaranteed Rates at any time. However, your rate will not change during the Guarantee Term. We will credit interest at the Guaranteed Rate declared at the beginning of each new Guarantee Term.

**Crediting Interest** – Interest will be credited daily at a rate which compounds over one year to the annualized effective interest rate. Because of compounding, withdrawals will reduce the actual interest rate realized at the end of the Contract Year.

**Expiration of Guarantee Term** – Approximately 30 days prior to the end of the Guarantee Term, we will notify you of the expiration of the Guarantee Term. Within the 30-day period ending on the last day of the Guarantee Term, you may elect one of the following:

- (a) transfer the entire Contract Value to a new Guarantee Term available, which will earn interest at a rate no less than the rate in effect on the first day of the new Guarantee Term;
- (b) withdraw a portion of the Contract Value and transfer the remaining Contract Value to an available new Guarantee Term, which will earn interest at a rate no less than the rate in effect on the first day of the new Guarantee Term; or
- (c) withdraw the entire Contract Value.

If you make no election, we will automatically transfer the entire Contract Value to a new Guarantee Term of the same duration. If the same Guarantee Term is not available, we will allocate the Contract Value to the shortest Guarantee Term available that is longer than the expiring Guarantee Term but that ends on or before the Annuity Date. The new Guarantee Term will earn interest at the rate in effect on the first day of the new Guarantee Term. The new rate will be guaranteed for the length of the new Guarantee Term.

In no event may any Guarantee Term extend beyond the Annuity Date. In this event, we will allocate the Contract Value to the longest available Guarantee Term that would end on or before the Annuity Date. If no Guarantee Terms are available that would not extend beyond the Annuity Date, your only options are to: (1) annuitize the Contract; (2) surrender the Contract; or (3) choose any other options made available by us.

A new Guarantee Term may not be available if the Contract Value allocated to that Guarantee Term does not equal at least the Contract's Minimum Purchase Payment Amount value shown on the Contract Specifications page.

Transfers under options (a) and (b) will be effective on the day following the end of the existing Guarantee Term, which will be the first day of the new Guarantee Term. Withdrawals under options (b) and (c) will be effective on the day following the end of the existing Guarantee Term.

You may obtain information on new Guaranteed Rates and Guarantee Terms by using the toll-free number shown on the Contract Specifications page. We will notify you of your new Guaranteed Rate and Guarantee Term on your annual statement.

## WITHDRAWAL PROVISIONS

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

Each withdrawal including systematic withdrawals:

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

Your withdrawal, plus any applicable withdrawal charge and Market Value Adjustment, will be deducted from your Contract Value.

If any withdrawal reduces the Contract Value to an amount less than \$1,000, we may terminate the Contract and pay you the Full Withdrawal Value. Payment of the Full Withdrawal Value will end this Contract and we will have no further obligations under the Contract.

**Full Withdrawal** – If you choose to make a full withdrawal, this Contract will terminate and we will pay you the Full Withdrawal Value. We will require the return of this Contract or a signed Lost Contract Affidavit before the Full Withdrawal Value will be paid. We will have no further obligations under the Contract after payment of the Full Withdrawal Value.

**Free Withdrawals** – You may withdraw up to the previous 12-months' interest, less any previous interest withdrawals taken during that 12-month period, without any withdrawal charges or Market Value Adjustments. The 12-month period is measured as the 12 months prior to the date of the withdrawal.

**Systematic Withdrawals** – If you wish, you can choose between three systematic withdrawal options: (a) Fixed Dollar Amount; (b) Earned Interest Only; and (c) RMDs, all more fully explained below. We need at least 10 days notice to change or stop these options. The withdrawals can occur on a monthly, quarterly, semi-annual and annual basis.

- Fixed Dollar Amount** – Any dollar amount that is at least \$500.
- Earned Interest Only** – A systematic withdrawal of the amount described in the **Free Withdrawals** provision. Each withdrawal will be the previous modal's (monthly, quarterly, semi-annual or annual) interest and this amount must be at least \$250, or \$100 if withdrawn via electronic funds transfer.
- RMDs** – Withdrawals intended to qualify as required minimum distributions for Qualified Contracts.

**Order of Withdrawals** – Withdrawals are taken first from the previous 12-months earnings and then from the remaining Contract Value.

**Withdrawal Charge** – A withdrawal of all or a portion of the Contract Value before the end of the first seven (7) Contract Years during the Initial Guarantee Term and the first seven (7) Contract Years for each subsequent Guarantee Term may be subject to a withdrawal charge. The withdrawal charge is equal to a percentage of the amount withdrawn based on the year of withdrawal. The withdrawal charge percentages are shown on the Contract Specifications page.

**Waiver of Withdrawal Charges** – The withdrawal charge does not apply to:

- (a) transfers and/or withdrawals made in accordance with option (a), (b) or (c) of the **Expiration of Guarantee Term** provision;
- (b) withdrawals that qualify as a free withdrawal under the **Free Withdrawals** provision;
- (c) withdrawals during the 30 days after the start of a new Guarantee Term established after the Initial Guarantee Term;
- (d) distributions resulting from the death of the first Owner or the sole surviving Annuitant before the Annuity Date;
- (e) withdrawals after the first Contract Year, if the Contract Value is applied to provide an annuity option from us with a life option or a period certain option of 5 years or more;
- (f) withdrawals after the first Contract Year, if the Owner or Annuitant has been diagnosed as having a medically determinable condition indicating life expectancy of 12 months or less and we are provided with medical evidence satisfactory to us;
- (g) withdrawals after the first Contract Year if the Owner or Annuitant has been confined to an accredited nursing home for 60 days. The confinement period for which you seek the waiver must begin after the Contract Date;
- (h) withdrawals designated to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract; or
- (i) a surrender on the default annuity date.

## MARKET VALUE ADJUSTMENT

**Market Value Adjustment** – A full or partial withdrawal of the Contract Value before the end of the Guarantee Term will be adjusted upward or downward by applying a Market Value Adjustment.

The formula for calculating the Market Value Adjustment is as follows:

$$(W - F) \times [(J - I) \times (N / 12)] \text{ where:}$$

W - is the amount withdrawn to provide payment to you or to provide an annuity;

F - is the portion of the amount withdrawn equal to the interest credited during the previous 12 months (determined as of the date of withdrawal) of a Guarantee Term, less any previous interest withdrawn during that 12-month period;

J - is the current Guaranteed Rate for a term equal to the remainder of the applicable Guarantee Term, rounded up to the next highest year, plus .25%;

I - is the Guaranteed Rate for the applicable Guarantee Term; and

N - is the number of complete months remaining in the Guarantee Term.

If the value of J is higher than I, then the Market Value Adjustment will result in a downward adjustment to the amount withdrawn. If the value of I is higher than J, then the Market Value Adjustment will result in an upward adjustment.

In the event that the current Guaranteed Rate for a specific duration is not available to determine J, we will declare a rate solely for this purpose that is consistent with rates for durations that are currently available.

The Market Value Adjustment will not exceed, in either the positive or negative direction, the interest earned during the applicable Guarantee Term that is in excess of the Contract's Minimum Guaranteed Interest Rate per year.

The Market Value Adjustment is applied prior to the deduction of any withdrawal charges and any applicable premium taxes.

**Waiver of Market Value Adjustment** – The Market Value Adjustment does not apply to:

- (a) transfers and/or withdrawals made in accordance with option (a), (b), or (c) of the **Expiration of Guarantee Term** provision;
- (b) transfers to a different Guarantee Term during the 30 days after the end of a Guarantee Term;
- (c) withdrawals during the 30 days after the end of a Guarantee Term;
- (d) withdrawals that qualify as free withdrawals under the **Free Withdrawals** provision;
- (e) distributions resulting from the death of the first Owner or sole surviving Annuitant before the Annuity Date;
- (f) withdrawals designated to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- (g) a surrender on the default annuity date;
- (h) withdrawals after the first Contract Year, if the Owner or Annuitant has been diagnosed as having a medically determinable condition indicating life expectancy of 12 months or less and we are provided with medical evidence satisfactory to us; or
- (i) withdrawals after the first Contract Year if the Owner or Annuitant has been confined to an accredited nursing home for 60 days. The confinement period for which you seek the waiver must begin after the Contract Date.

## DEATH BENEFIT PROVISIONS

**Death Benefit** – A death benefit will be payable if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force. The death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the “Notice Date”). Such proceeds will equal the Death Benefit Amount reduced by any charges for any applicable premium taxes and/or other taxes. If you are not also the Annuitant and in the event of simultaneous deaths of both you and the Annuitant, we will presume that you died first.

**Death Benefit Amount** – The Death Benefit Amount as of any day prior to the Annuity Date is equal to the Contract Value. The Death Benefit Amount may be payable in a lump sum, as an Annuity Option under this Contract or any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

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

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary;
- (d) the Contingent Beneficiary; or
- (e) the Owner’s estate.

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

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

**Death of Owner** – If you are not the Annuitant and you die before the Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. We will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity designated to receive the death benefit proceeds:

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

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Sections 401, 403, or 457 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules** provision.

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

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

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

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

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

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

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

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

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

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

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

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Sections 401, 403, 408, 408A, or 457 of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

## BENEFICIARY PROVISIONS

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

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

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any Death Benefit Amount, nor for how the trustee disposes of any Death Benefit Amount. If before payment of any Death Benefit Amount, we receive proper notice that the trust has been revoked or is not in effect, then any Death Benefit Amount payable will be paid to any Contingent Beneficiary, if there is none, then to the Owner's estate.

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

## ANNUITY PROVISIONS

**Date Annuity Payments Begin** – Annuity payments will begin on the Annuity Date, if the Annuitant is living and the Contract is still in force. Once annuity payments begin, no changes can be made to the Annuity Option and no further withdrawals will be allowed.

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

If this is a Non-Qualified Contract or if this is a Qualified Contract and you are not married, the Annuity Option will be Life with 10 Year Period Certain. If this is a Qualified Contract and you are married, the Annuity Option will be Joint and Survivor Life, with survivor payments of 100%, and your spouse will automatically be named as the secondary Annuitant.

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

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

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

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

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

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

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

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

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

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

## ANNUITY OPTIONS

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

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

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

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary;
- (d) the Contingent Beneficiary; or
- (e) the Owner's estate.

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

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

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

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary;
- (d) the Contingent Beneficiary; or
- (e) the Owner's estate.

## ANNUITY OPTION TABLES

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

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

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

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

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

<u>Age</u>	<u>Male at 3%</u>			<u>Female at 3%</u>			<u>Unisex at 3%</u>		
	<u>Life Only</u>	<u>Life with Guaranteed Period Certain</u>		<u>Life Only</u>	<u>Life with Guaranteed Period Certain</u>		<u>Life Only</u>	<u>Life with Guaranteed Period Certain</u>	
		<u>10 Yr.</u>	<u>20 Yr.</u>		<u>10 Yr.</u>	<u>20 Yr.</u>		<u>10 Yr.</u>	<u>20 Yr.</u>
50	3.63	3.62	3.57	3.45	3.44	3.42	3.54	3.53	3.50
55	3.89	3.87	3.80	3.67	3.66	3.62	3.78	3.76	3.71
60	4.22	4.18	4.06	3.95	3.93	3.86	4.08	4.06	3.96
65	4.65	4.58	4.36	4.31	4.28	4.15	4.48	4.43	4.26
70	5.23	5.10	4.69	4.80	4.73	4.49	5.02	4.92	4.60
75	6.04	5.77	5.00	5.47	5.33	4.85	5.76	5.55	4.93
76	6.24	5.92	5.06	5.64	5.47	4.92	5.94	5.70	4.99
77	6.45	6.07	5.11	5.82	5.62	4.99	6.13	5.85	5.05
78	6.67	6.23	5.16	6.01	5.78	5.05	6.33	6.01	5.11
79	6.90	6.39	5.21	6.21	5.94	5.11	6.56	6.17	5.17
80	7.16	6.56	5.25	6.44	6.11	5.17	6.79	6.34	5.21
85	8.70	7.43	5.41	7.85	7.06	5.38	8.27	7.25	5.40
90	10.86	8.27	5.48	9.96	8.05	5.48	10.41	8.16	5.48
95	13.85	8.92	5.51	13.08	8.83	5.51	13.46	8.88	5.51

**OPTION 3 – JOINT AND 50% SURVIVOR LIFE**

**Male Age (Primary Annuitant)**

		<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>Female Age</b>	<b>60</b>	3.90	4.13	4.39	4.70	5.03	5.39
	<b>65</b>	3.97	4.24	4.54	4.89	5.28	5.70
	<b>70</b>	4.04	4.34	4.70	5.11	5.57	6.06
	<b>75</b>	4.10	4.44	4.84	5.33	5.88	6.48
	<b>80</b>	4.14	4.51	4.97	5.53	6.20	6.94
	<b>85</b>	4.17	4.56	5.07	5.71	6.49	7.41

**Female Age (Primary Annuitant)**

		<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>Male Age</b>	<b>60</b>	3.77	4.01	4.29	4.61	4.98	5.41
	<b>65</b>	3.82	4.09	4.41	4.78	5.21	5.70
	<b>70</b>	3.86	4.16	4.52	4.94	5.45	6.04
	<b>75</b>	3.89	4.21	4.61	5.10	5.69	6.40
	<b>80</b>	3.91	4.25	4.68	5.22	5.91	6.76
	<b>85</b>	3.93	4.27	4.72	5.31	6.09	7.09

**Unisex Age (Primary Annuitant)**

		<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>Unisex Age</b>	<b>60</b>	3.84	4.08	4.35	4.66	5.02	5.41
	<b>65</b>	3.91	4.17	4.49	4.85	5.26	5.71
	<b>70</b>	3.96	4.26	4.62	5.04	5.52	6.07
	<b>75</b>	4.00	4.33	4.73	5.22	5.80	6.46
	<b>80</b>	4.03	4.38	4.83	5.39	6.07	6.87
	<b>85</b>	4.05	4.42	4.90	5.52	6.30	7.27

**OPTION 3 – JOINT AND 66 2/3% SURVIVOR LIFE**

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	60	3.80	3.98	4.17	4.37	4.58	4.78
	65	3.90	4.12	4.35	4.60	4.86	5.11
	70	3.99	4.25	4.54	4.86	5.18	5.50
	75	4.06	4.37	4.73	5.13	5.55	5.97
	80	4.12	4.46	4.89	5.38	5.93	6.51
	85	4.16	4.53	5.01	5.60	6.30	7.07

		Female Age (Primary Annuitant)					
		60	65	70	75	80	85
Male Age	60	3.72	3.92	4.14	4.38	4.63	4.90
	65	3.79	4.02	4.29	4.58	4.90	5.23
	70	3.84	4.11	4.43	4.79	5.19	5.61
	75	3.87	4.18	4.55	4.98	5.48	6.03
	80	3.90	4.23	4.63	5.14	5.75	6.47
	85	3.92	4.26	4.70	5.26	5.98	6.87

		Unisex Age (Primary Annuitant)					
		60	65	70	75	80	85
Unisex Age	60	3.77	3.96	4.17	4.39	4.62	4.85
	65	3.85	4.08	4.33	4.61	4.89	5.18
	70	3.92	4.19	4.50	4.84	5.20	5.57
	75	3.97	4.28	4.65	5.07	5.53	6.02
	80	4.01	4.35	4.77	5.28	5.86	6.51
	85	4.04	4.40	4.86	5.44	6.15	6.98

**OPTION 3 – JOINT AND 100% SURVIVOR LIFE**

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	60	3.62	3.71	3.78	3.84	3.88	3.91
	65	3.76	3.89	4.02	4.11	4.19	4.23
	70	3.88	4.08	4.26	4.43	4.56	4.65
	75	3.98	4.24	4.51	4.77	4.99	5.16
	80	4.07	4.38	4.73	5.10	5.46	5.78
	85	4.12	4.48	4.91	5.41	5.94	6.46

		Unisex Age (Primary Annuitant)					
		60	65	70	75	80	85
Unisex Age	60	3.63	3.74	3.84	3.92	3.98	4.02
	65	3.74	3.91	4.06	4.19	4.29	4.36
	70	3.84	4.06	4.28	4.48	4.66	4.79
	75	3.92	4.19	4.48	4.78	5.06	5.30
	80	3.98	4.29	4.66	5.06	5.49	5.88
	85	4.02	4.36	4.79	5.30	5.88	6.48

**OPTION 4 – PERIOD CERTAIN ONLY**

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

## TABLE OF GUARANTEED VALUES

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

The Full Withdrawal Value for end of Contract Year 1 reflects the waiver of withdrawal charges on amounts up to the interest credited during the previous 12 months (determined as of the date of withdrawal) of a Guarantee Term, less any previous interest withdrawn during that 12-month period.

We may credit an annual interest rate during a Guarantee Term that is higher than the Minimum Guaranteed Interest Rate. Amounts withdrawn or applied for an annuity before the end of a Guarantee Term may be adjusted upward or downward by applying a Market Value Adjustment. The Market Value Adjustment will never exceed, either as a positive or negative, the amount of interest earned during the applicable Guarantee Term in excess of the Contract's Minimum Guaranteed Interest Rate.

<b>End of Contract Year</b>	<b><u>Contract Value</u></b>	<b><u>Full Withdrawal Value</u></b>
1	\$10,100.00	\$9,400.00
2	10,201.00	9,494.00
3	10,303.01	9,588.94
4	10,406.04	9,684.83
5	10,510.10	9,781.68
6	10,615.20	9,879.49
7	10,721.35	9,978.29
8	10,828.57	10,078.07
9	10,936.85	10,178.85
10	11,046.22	10,280.64
11	11,156.68	10,383.45
12	11,268.25	10,487.28
13	11,380.93	10,592.16
14	11,494.74	10,698.08
15	11,609.69	10,805.06
16	11,725.79	10,913.11
17	11,843.04	11,022.24
18	11,961.47	11,132.46
19	12,081.09	11,243.79
20	12,201.90	11,356.22



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

**INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY CONTRACT  
WITH MARKET VALUE ADJUSTMENT FEATURE**

Guaranteed Interest Rates – Market Value Adjustment  
Annuities Payable in Fixed Dollar Amounts  
Death Benefit Amount Payable Before Annuity Date  
Multiple Annuity Payout Options  
Non-Participating

SERFF Tracking Number: PACL-126369763 State: Arkansas  
 Filing Company: Pacific Life Insurance Company State Tracking Number: 44464  
 Company Tracking Number: 30-1173  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
 Variable  
 Product Name: Individual Single Premium Deferred Annuity Contract & Application  
 Project Name/Number: Individual Single Premium Deferred Annuity Contract & Application/30-1173

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> AR 1173 READ CERT.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> SEE FORM SCHEDULE TAB.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> CERTIFICATIONS		
<b>Comments:</b>		
<b>Attachments:</b> AR 1173 CERT 6 & 19.pdf AR 1173 ACT CERT.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b> SOV1173.pdf		

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

STATE OF ARKANSAS

**CERTIFICATION OF READABILITY**

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

Form Number	Score
30-1173 & 25-1173	51.2



\_\_\_\_\_  
Company Officer

Nancy A. Hill  
\_\_\_\_\_  
Name

Assistant Vice President, Compliance  
\_\_\_\_\_  
Title

12/22/09  
\_\_\_\_\_  
Date

Contact Person:

Karen Givens, J.D.  
Sr. Compliance Analyst  
Product Compliance  
Email: [amfproduct.filing@paciiclif.com](mailto:amfproduct.filing@paciiclif.com)  
866-746-2724 Ext. (3281)

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

**STATE OF ARKANSAS**

**RULE AND REGULATION 6 CERTIFICATION**

**Form Number(s):**

30-1173  
25-1173

**Form Description(s):**

Individual Single Premium Deferred Annuity Contract  
Single Premium Deferred Annuity Application

I, Nancy A. Hill, hereby provide our assurance that Rule and Regulation 6 has been reviewed and the above form(s) are in compliance said Rule and Regulation 6 as well as all other applicable requirements of the Arkansas Department of Insurance.



---

Company Officer

---

Nancy A. Hill  
Name

---

Assistant Vice President Compliance  
Title

---

12/22/09  
Date

**Contact Person:**

Karen Givens, J.D.  
Sr. Compliance Analyst  
Product Compliance  
Email: [amfproduct.filing@paciiclife.com](mailto:amfproduct.filing@paciiclife.com)  
866-746-2724 Ext. (3281)

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

**STATE OF ARKANSAS**

**REGULATION 19 CERTIFICATION**

**Form Number(s):**

**Form Description(s):**

30-1173  
25-1173

Individual Single Premium Deferred Annuity Contract  
Single Premium Deferred Annuity Application

I, Nancy A. Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



\_\_\_\_\_  
Company Officer

Nancy A. Hill  
\_\_\_\_\_  
Name

Assistant Vice President Compliance  
\_\_\_\_\_  
Title

12/22/09  
\_\_\_\_\_  
Date

**Contact Person:**

Karen Givens, J.D.  
Sr. Compliance Analyst  
Product Compliance  
Email: [amfproduct.filing@paciiclife.com](mailto:amfproduct.filing@paciiclife.com)  
866-746-2724 Ext. (3281)

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 30-1173

---

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



---

Company Officer

---

Jeffrey A Jolley, FSA, MAAA  
Name

---

Vice President & Chief Actuary  
Title

---

12/22/09  
Date

Contact Person:

Karen Givens, J.D.  
Sr. Compliance Analyst  
Product Compliance  
Email: [amfproduct.filing@paciiclife.com](mailto:amfproduct.filing@paciiclife.com)  
866-746-2724 Ext. (3281)

# PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

## STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
30-1173	Individual Single Premium Deferred Annuity Contract
25-1173	Single Premium Deferred Annuity Application

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

### Individual Single Premium Deferred Annuity Contract Form No. 30-1173

- 1. Company Address and Phone Number (Cover Page)** – In the event of a change in the company address and/or phone number, the new information will be shown.
- 2. Right to Cancel (Cover Page)** – In replacement situations, 30 days will be shown.
- 3. Company Officer's Signatures and Titles (Cover Page)** – In the event of a change in company officers, the new company officer's signature and title will be shown.
- 4. Service Center (Page 3)** – In the event of a change in the address of our Service Center, the new address will be shown.
- 5. Toll-Free Numbers (Page 3)** – Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
- 6. Contract Number, Contract Date, Contract Type, Purchase Payment, Owner(s), Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date (Page 3)** – Customer specific information. These items are completed, as applicable, depending upon the circumstances of each particular Owner/Annuitant and the information contained in the application. The Contract Owner and Annuitant specific information will be displayed.
- 7. Minimum Purchase Payment Amount (Page 3)** – Current minimum amount required for the initial purchase payment is shown. The range is between \$5,000-\$25,000.
- 8. Maximum Purchase Payment Amount (Page 3)** – Current maximum amount that can not be exceeded for the initial purchase payment is shown. The range is between \$500,000 - \$5,000,000.
- 9. Initial Guarantee Term (Page 3)** – The Guarantee Term chosen by the contract owner will be displayed. The range for the Guarantee Terms are 1-10 years.
- 10. Initial Interest Rate (Page 3)** - The declared interest rate for the Guarantee Term that is in effect for each specific Contract will be displayed. The interest rate established for any Guarantee Term will never be less than the Minimum Guaranteed Interest Rate. Any interest declared will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.
- 11. Minimum Guaranteed Interest Rate (Page 3)** – The minimum guaranteed interest rate that is in effect for each specific Contract will be displayed. The range of the minimum guaranteed interest rate is between 1% and 3%. The minimum guaranteed interest rate displayed on the Contract Specifications Page will remain in effect for the life of the Contract.
- 12. Annuity Tables (Page 19-20)** – In the event of a change in the annuity rates, the tables will be revised accordingly.
- 13. Table of Guaranteed Values (Page 21)** – In the event of a change in the purchase payment amount and/or the guaranteed minimum interest rate, the table will be revised accordingly.
- 14. Company Address (Back Page)** – In the event of a change in the Company address, the new information will be shown.

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

**Deferred Annuity Application Form No. 25-1173**

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

Non-Qualified IRA	SEP-IRA Roth IRA	TSA/403(b) 401(a) 401(k)	Keogh/HR-10 457(b) 501(c)
----------------------	---------------------	--------------------------------	---------------------------------

4. **Section 6 – Contract Type.** The references to internal forms and their titles may change from time to time.
5. **Section 7 – Single Premium Amount.** The text may be deleted in the future if we feel the instructions are not necessary.
6. **Section 8 – Single Premium Allocation.** The Guarantee Term options available under the contract. The range for the Guarantee Terms is 1-10 years.
7. **Section 11 – Fraud Notices.** The state fraud notices may change when there is a change in the applicable state law.
8. **Regular Mail and Express Mail Delivery Addresses** (bottom of last page) - In the event of a change in the company's mailing addresses, the new addresses will be shown.

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

**Company Contact Person**

For inquires regarding this Statement of Variability, please contact:

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