Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: P10CC8
SERFF Tr Num: PALD-126891915
State: Arkansas

TOI: L06I Individual Life - Variable
SERFF Status: Closed-Approved-Closed
State Tr Num: 47263

Sub-TOI: L06I.002 Single Life - Flexible Premium
Co Tr Num: P10CC8
State Status: Approved-Closed

Filing Type: Form
Reviewer(s): Linda Bird
Author: Jill Dease
Disposition Date: 11/15/2010
Date Submitted: 11/08/2010
Disposition Status: Approved-Closed

Implementation Date Requested: 02/01/2011
Implementation Date:

State Filing Description:

General Information

Project Name: P10CC8
Status of Filing in Domicile: Pending

Project Number: P10CC8
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: 11/15/2010
Explanation for Other Group Market Type:

State Status Changed: 11/15/2010

Deemer Date:
Created By: Jill Dease

Submitted By: Jill Dease
Corresponding Filing Tracking Number: P10CC8

Filing Description:

RE: Form P10CC8, Flexible Premium Variable Universal Life Insurance
Form P10CC9, Flexible Premium Variable Universal Life Insurance

We are submitting the above referenced individual (non-group) life insurance forms in final print for your approval. These are new forms that do not replace any previously approved forms. The policies are private placement variable life policies, not available for sale to the public. As such, both are “non-registered” products according to the SEC. Policy form P10CC8 is identical to form P10CC9, except that the former is available only to “Accredited Investors” and the

latter to “Qualified Purchasers”, as defined by applicable SEC requirements for purchasers of private placement products. In addition to Variable and Fixed investment options, an Indexed investment option is available to owners of these two products. These forms are being submitted in Nebraska, our state of domicile, and in all other states where Pacific Life is licensed and which require such submissions. The sample policies display the maximum charges for the products.

The following pertain to this submission:
• Actuarial memorandum is included.
• Issue Ages are 0-85. Minimum issue amount is $50,000.
• The policy forms are variable life forms, and thus exempt from the readability requirements of your state.
• These forms will be marketed through our licensed agents. The target release is 2/1/2010, or upon approval.
• The forms will be used mainly with applications A07MA2, A07IGI2 and A07ISI2, each approved on 09/16/09 or may be used with A10IUW2 approved on 4/15/10.
• If a filing fee is required, it is handled in the usual manner and any required certification forms are enclosed.
• The free look number of days showing on the cover will be extended, if necessary, for replacement sales in your state.
• or 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 this is variable life.
• The two policies are intended to be used with the following riders:
R08RTA, Annual Renewable Term Rider - Additional Insured, approved 10/9/2007
R10CCT, Annual Renewable Term Rider, approved 04/15/08
R84-AD, Accidental Death Benefit, approved 9/27/1984
R84-CT, Children’s Term Rider, approved 9/27/1984
R93-GI, Guaranteed Insurability Rider, approved 6/1/1993
R08WC, Waiver of Charges Rider, approved 5/20/2008
R92-ABR, Accelerated Living Benefit Rider, 12/22/1992

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

Sincerely,

Jill Dease
Senior Compliance Analyst

Company and Contact

Filing Contact Information

Jill Dease, Compliance Analyst
45 Enterprise Drive
Aliso Viejo, CA 92656

Jill.Klinger@pacificlife.com
949-420-7081 [Phone]
949-420-7424 [FAX]

Filing Company Information

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

Filing Fees

Fee Required?	Yes
Fee Amount:	$100.00
Retaliatory?	No
Fee Explanation:	$50.00 per form 2 forms = $100.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	$100.00	11/08/2010	41655096

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/15/2010	11/15/2010

Disposition

Disposition Date: 11/15/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*PALD-126891915*	*State:*	*Arkansas*
Filing Company:	*Pacific Life Insurance Company*	*State Tracking Number:*	*47263*
Company Tracking Number:	*P10CC8*		
TOI:	*L06I Individual Life - Variable*	*Sub-TOI:*	*L06I.002 Single Life - Flexible Premium*
Product Name:	*P10CC8*		
Project Name/Number:	*P10CC8/P10CC8*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Form	FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE		Yes
Form	FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE		Yes

Form Schedule

Lead Form Number: P10CC8

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P10CC8	Policy/Contract/Fraternal Certificate	FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE	Initial		0.000	P10CC8AR.pdf
	P10CC9	Policy/Contract/Fraternal Certificate	FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE	Initial		0.000	P10CC9AR.pdf

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 allocated to the Fixed Options; plus**
- **Any premium allocated to the Indexed Options; plus**
- **The Variable Accumulated Value as of the end of the Valuation Period in which we receive your policy; plus**
- **Any policy charges and fees deducted from the policy's Accumulated Value in the Variable Options.**

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POLICY SPECIFICATIONS

BASE POLICY:	FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE		
PREMIUMS:	PLANNED ANNUAL PREMIUM	=	$ 2,894.14
	7 PAY PREMIUM	=	3,358.26
	GUIDELINE SINGLE PREMIUM	=	14,115.00
	GUIDELINE LEVEL PREMIUM	=	1,404.87

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST

DEATH BENEFIT OPTION: A
[OPTION C DEATH BENEFIT LIMIT:]

MINIMUM GUARANTEED INTEREST RATE FOR FIXED ACCOUNT: 2.50% ANNUALLY
MINIMUM GUARANTEED INTEREST RATE FOR FIXED LT ACCOUNT: 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

ADMINISTRATIVE CHARGE PER MONTH: $10

TABLE OF REPLACEMENT CHARGE FACTORS

INITIAL AMOUNT:	$336.00
LEVEL PERIOD:	10 YEARS
REDUCTION FACTOR:	$67.20
END YEAR:	15 YEARS

TABLE OF MAXIMUM MONTHLY DEFERRED PREMIUM LOAD RATES

PREMIUMS PAID IN POLICY YEARS	MAXIMUM MONTHLY DEFERRED PREMIUM LOAD RATE
1 – 5	0.1500%
6 – 10	0.2500%
11 – 15	0.2500%
16 – 20	0.2500%
21+	0.2500%

TABLE OF MAXIMUM MONTHLY ASSET CHARGE RATES

POLICY YEARS	MAXIMUM MONTHLY ASSET CHARGE RATE
1 – 5	0.0667%
6 – 10	0.0667%
11 – 15	0.0667%
16 – 20	0.0667%
21+	0.0667%

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P10CC8	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	10.45
2	15.63
3	21.53
4	27.42
5	34.03
6	27.15
7	24.65
8	23.43
9	22.99
10	24.30
11	39.85
12	61.41
13	68.62
14	61.41
15	46.38
16	46.89
17	34.27
18	25.84
19	12.50
20	3.92
21+	15.83

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 Charge Rate: None

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of the 1 Year Indexed Account. See the Section on Indexed Options for more information.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. "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. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we for whatever reason choose to discontinue the use of the the Standard & Poor's 500® Composite Stock Price Index, we may 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 ÷ 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 Participation Rate in excess of the Minimum Participation Rate shown above. The current Participation Rate 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 Growth Cap in excess of the Minimum Growth Cap. The current Growth Cap 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.

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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 total amount of your policy's value allocated to the Investment Options, plus the Loan Account Value, on any Valuation Day.

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.

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 Account – is an account that is part of our General Account to which all or a portion of premium payments may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed LT Account – is an account that is part of our General Account to which all or a portion of premium payments may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed Options - consist of one or more Fixed Accounts available under this policy, and are part of our General Account. The Fixed Accounts available as of the Policy Date are the Fixed Account and the Fixed LT Account. Premiums and Accumulated Value under this policy may be allocated to one or more Fixed Accounts.

General Account – consist of all of our assets other than those allocated to the Separate Accounts or to any of our other segregated asset accounts.

Indexed Account – is an account that is part of our General Account to which all or a portion of premium payments may be allocated for accumulation at a rate of interest based, in part, upon the change in value of an external index.

Indexed Options - consist of one or more Indexed Accounts available under this policy, and is part of our General Account. The Indexed Accounts available as of the Policy Date are shown in the Policy Specifications. Premiums and Accumulated Value under this policy may be allocated to one or more Indexed Accounts.

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

Investment Options – consist of the Variable Options, the Fixed Options, the Indexed Options, and any additional investment option that we may add.

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.

Mutual Fund Variable Account – is a Variable Account that is a subaccount of a Separate Account that invests its assets in a separate class of shares of a designated investment company or companies.

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

Net Amount at Risk – is the difference between the Death Benefit and the Accumulated Value.

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

Policy Date – is shown on the Cover Page. 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 COLI Separate Account IV of Pacific Life Insurance Company and such other separate investment accounts that we establish to receive and invest the Accumulated Value and premiums paid under the policy.

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 on the Cover Page.

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. Premiums and Accumulated Value under this policy may be allocated to one or more Variable Accounts.

Variable Options – consist of one or more Variable Accounts available under this policy, and are part of the Separate Account.

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 increases or decreases in Total 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 the larger of:

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

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

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

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value at death.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distribution that reduces the Accumulated Value.The Death Benefit will not exceed the amount shown in the Policy Specifications as the "Option C Death Benefit Limit" except as described in the Death Benefit Qualification Test, Tax Qualification as Life Insurance, and Modified Endowment Contract Tax Status sections of the policy. If the sum of any such reductions is greater than the sum of the premiums paid, then the Death Benefit may be less than the 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 Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change. 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; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, Withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate 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 Change – The Face Amount may not be increased, but you may decrease the Face Amount by Written Request. 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 your 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 policy Face Amount. Upon approval of any unscheduled decrease, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The decreased Face Amount;
- The effective date of the decrease; and
- The new Guideline Premiums, if the Death Benefit Qualification Test is the Guideline Premium Test.

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

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

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

PREMIUMS

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

Deferred Premium Load – There are no deductions taken at the time you pay premiums. However, a Deferred Premium Load will be calculated and will be included in the Monthly Deductions charged during the ten policy years that follow the date we receive the premium payment. See the Policy Charges section for details.

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 Allocation– Any Premium we receive before your policy has been placed In Force will be allocated to the Cash Management Variable Account, or a successor account identified by us for such purpose. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value in the Cash Management Variable Account or such successor account will be transferred to the Investment Options according to the most recent premium allocation instructions we have received from you, provided that if the policy provides for a full refund of premium upon exercise of the Free Look Right, as described on the cover of this policy, then transfer to the Investment Options will not occur until 15 days after the policy is placed In Force. Any Premium we receive after your policy has been placed In Force and after the initial transfer to the Investment Options described above will be allocated to the Investment Options according to the most recent premium allocation instructions we have received from you, and per the terms of this policy.

Premium Limitation – We may refuse to accept any premium payment if, at the time of such payment, we reasonably believe that you no longer qualify as an "accredited investor" as such term is defined in

Regulation D under the Securities Act of 1933. 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 Total Face Amount of insurance, whether scheduled or otherwise, 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; plus
- The Indexed Accumulated Value; plus
- The Variable Accumulated Value; plus
- The Loan Account Value, as described in the Policy Loan section.

Allocations To The Fixed and Indexed Options – We reserve the right to limit the aggregate amount allocated to the Fixed and Indexed Options to $10,000,000 during the most recent 12 months for all

policies: (1) in which you have an ownership interest, or (2) to which payments are made by a single payor. Allocations include premium payments, transfers and loan repayments. We will allocate any excess over $10,000,000 to the Cash Management Account, or a successor account identified by us for such purpose, unless you provide written instruction otherwise. We may increase the $10,000,000 limit. You may contact us to find out if a different limit is in effect.

INVESTMENT OPTIONS

Investment Options – consist of the Variable Options, the Fixed Options, and the Indexed Options. We reserve the right to add additional Investment Options or to terminate one or more of the Investment Options at any time.

FIXED OPTIONS

Fixed Options – The Fixed Options are comprised of one or more Fixed Accounts. We reserve the right to add additional Fixed Accounts or to terminate or suspend one or more of the Fixed Accounts at any time. In such case, we will notify you of the change at your last known address. If we terminate a Fixed Account, we will transfer the assets held in that Fixed Account to another Fixed Account that we will identify in the notification.

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Account. On the Policy Date, the value of the policy's allocations to each Fixed Account is equal to any premium allocated to each Fixed Account less any allocation of the initial Monthly Deduction to those Fixed Accounts.

After the Policy Date, we calculate the Accumulated Value in each Fixed Account 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 each Fixed Account shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Account 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 Account on any Valuation Day is the following, including interest on each:

- The Accumulated Value for each Fixed Account on the prior Monthly Payment Date;
- Plus the amount of any premium received and allocated to each Fixed Account since the last Monthly Payment Date;
- Plus the amount of any transfer to each Fixed Account, including transfers from the Loan Account, since the last Monthly Payment Date;
- Minus the amount of any deductions from each 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) and
- Minus the amount of any withdrawals, or transfers from each Fixed Account, including transfers to the Loan Account, since the last Monthly Payment Date.

VARIABLE OPTIONS

Variable Options – The Variable Options are comprised of one or more Variable Accounts. We reserve the right to add additional Variable Accounts or to terminate one or more of the Variable Accounts at any time. If we terminate a Variable Account, we will transfer the assets held in that Variable Account to another Investment Option that we will identify in our notification.

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 premium received and allocated to the Variable Account; and
- 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; and
- 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 solely due to a change 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 ÷ 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) The Separate Account charge, if any; plus or minus
  (d) 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.

TRANSFERS BETWEEN FIXED OPTIONS AND VARIABLE OPTIONS

Transfers – After your initial premium has been allocated according to your instructions you may, upon Written Request, transfer your Fixed and Variable Accumulated Value, or a part of it, among the Fixed Options and Variable Options 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. Transfers to the Indexed Options are described in the section entitled Indexed Options.

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 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; and
- 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 From the Variable Accounts To The Fixed Account - Each policy month you may transfer up to 2% of the Accumulated Value in all Variable Accounts to the Fixed Account.

Transfers From the Variable Accounts To The Fixed Options – You may transfer Accumulated Value from the Variable Accounts to the Fixed Options only during the policy month preceding each policy anniversary and the policy month following each policy anniversary. Such transfers may be for any amount up to 100% of the Variable Accumulated Value, but cannot exceed other limitations on allocations to the Fixed and Indexed Options. (See the Allocations to the Fixed and Indexed Options provision in the Accumulated Value section for information.)

Transfers From The Fixed Account to the Variable Accounts or Fixed LT Account – You may transfer from the Fixed Account to the Variable Accounts or the Fixed LT Account, or both, based on either, but not both, of the following two alternatives:

1. During any given policy year, each policy month, you may transfer up to 2% of the Accumulated Value in the Fixed Account; or
2. During any twelve-month period, you may make one transfer from the Fixed Account up to the greatest of:
    a. $5,000; or
    b. 25% of the Accumulated Value in the Fixed Account; or
    c. the total amount transferred in the prior policy year from the Fixed Account to the Variable Accounts.

Transfers From The Fixed LT Account to the Variable Accounts or Fixed Account –
During any twelve-month period, you may make only one transfer from the Fixed LT Account to the Variable Accounts or Fixed Account. Such transfer is limited to the greatest of the following:

a. $5,000; or
b. 10% of the Accumulated Value in the Fixed LT Account; or
c. the amount transferred in the prior policy year from the Fixed Account to the Variable Accounts.

Limitation on Certain Policies - Policies that are modified endowment contracts ("MECs") may not allocate to the Fixed LT Account. If premium received would cause your policy to become a MEC, we may refuse to allocate that premium to the Fixed LT Account. If your policy already is a MEC, or becomes a MEC, and you have a portion of your Accumulated Value allocated to the Fixed LT Account you do not have to reallocate it, but you may not make additional allocations to the Fixed LT Account.

INDEXED OPTIONS

Indexed Options – The Indexed Options are comprised of one or more Indexed Accounts. We reserve the right to add additional Indexed Accounts or to terminate or suspend one or more of the Indexed Accounts at any time. In such case, we will notify you of such at your last known address. If we terminate an Indexed Account, we will not allow new transfers or allocations into that account. Segments of the terminated Indexed Account will continue until the end of the Segment Term, and any Segment Maturity Value will be transferred into the Fixed Account unless you provide written instruction otherwise.

You may allocate all or a portion of your policy's Accumulated Value to the Indexed Options. In calculating the change in value of the Index, we use the Closing Value of the Index.

The Indexed Options available as of the Policy Date, as well as how credits based on the Index are calculated, are shown in the Policy Specifications.

Allocations To The Indexed Options –We reserve the right to limit the aggregate amount allocated to all new Segments created on any one date to $5,000,000 for all policies: (1) in which you have an ownership interest, or (2) to which payments are made by a single payor. Allocations include premium payments, transfers and loan repayments. We may increase the $5,000,000 limit. You may contact us to find out if a different limit is in effect.

Indexed Accumulated Value: Your Indexed Accumulated Value is the sum of the Segment Values of all Segments for all Indexed Accounts.

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 a transfer from the Fixed Account 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 Account 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 Lapse – Upon Policy Lapse, no Segment Indexed Credit is paid, and Segments may not be reinstated with policy reinstatement.

Segment Creation And Transfers

Segment Creation – A new Segment is created when there is a transfer from the Fixed Account 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 Options 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 premium or loan repayment ("Designated Amount") to be transferred to an Indexed Option. 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 Option(s). 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 Option(s) 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 per your written instruction. 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 value from other Investment Options into an Indexed Account, Pacific Life will first transfer such value 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 Options as described in this paragraph. The amount you designate for transfer, or if less, the Fixed Account balance, will then be transferred to the designated Indexed Account on the next Segment Start Date per your written instructions.

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 Account 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 –is a 12 month period of time during which no transfers from the Fixed Account to an Indexed Account 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 written 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.

Closure of an Indexed Account: If an Indexed Option is no longer available for new allocations, then any Segment Maturity Value will be reallocated to the Fixed Account, unless you provide us with other written instructions.

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 sum of the Deferred Premium Loads attributable to premiums paid in the ten prior policy years;
- 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.

Unless you have made a Written Request to the contrary, the Monthly Deduction will be charged on the Monthly Payment Date proportionately to the Accumulated Value in the Fixed Options and the Variable Options. If there is no Fixed Accumulated Value and no Variable Accumulated Value, the Monthly Deductions will be taken from the Indexed Account Value as described in Segment Deductions section. 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 Death Benefit divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value as of the beginning of the policy month before the Monthly Deduction is assessed.

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. Any lesser rate will apply uniformly to all members of the same Class.

Deferred Premium Load – At the end of each policy year we calculate a Deferred Premium Load equal to the total of the premiums paid during that policy year multiplied by the Monthly Deferred Premium Load Rate. The Deferred Premium Load for premiums paid in a policy year will be included in each Monthly Deduction for the ten policy years beginning on the following policy anniversary. The Monthly Deferred Premium Load Rate we use will not exceed the Maximum Monthly Deferred Premium Load Rate shown in the Policy Specifications.

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 shown in the Policy Specifications 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.

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 three times the monthly deduction due when the insufficiency occurred must be paid. There is no penalty for paying a premium during the Grace Period. Your policy will remain In Force during the Grace Period. If sufficient premium is not paid by the end of the Grace Period, a lapse will occur. Thirty-one days prior to lapse, we will send you and any assignee of record a notice containing the lapse date and the required premium to keep your policy In Force. If the 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 to cover all Monthly Deductions and policy loan interest due and unpaid during the Grace Period; and
- Sufficient premium 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.
- Replacement 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.
- We will eliminate the loan by reducing the Accumulated Value by the Policy Debt.

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

SURRENDER AND WITHDRAWAL OF VALUES

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

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value.

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

Replacement Charge – If you surrender this policy in connection with the purchase of a replacement life insurance policy, including, but not limited to, a replacement intended to qualify as a tax free exchange under Code Section 1035 or if the Owner of the policy at the time of surrender is a life insurance company and is different than the original owner, there may be a Replacement Charge deducted from the Net Cash Surrender Value. During the Level Period, the Replacement Charge is equal to the Initial Amount. After the Level Period, the Replacement 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 Replacement 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. We reserve the right to charge a fee not to exceed $25 for each withdrawal. There is no other 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 plus any Replacement Charge; and
- We reserve the right to disallow any withdrawal that would result in a Face Amount of less than $1,000 after the withdrawal.

Withdrawals will be deducted from the Accumulated Value. Unless you have made a Written Request to the contrary, the amount of each withdrawal and any withdrawal fee will be deducted proportionately from the Accumulated Value in the Fixed Options and Variable Options. If the Accumulated Value in the Fixed Options and the Variable Options is not sufficient to support the Withdrawal, any excess will be deducted from the Indexed Options according to the Indexed Segment Deduction provision.

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; or
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC); or
- 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; or
- The SEC by order permits postponement for the protection of policy owners.

Fixed Options and Indexed Options– With respect to allocations made to the Fixed Options and Indexed Options, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from the Fixed Options and Indexed Options, 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 Amount Available –The maximum amount available for a loan on any date is equal to 90% of the Net Cash Surrender Value. The amount of the loan must be at least $200.

Loan Account – When you take a Loan, the amount of the Loan is deducted from the policy's Investment Options. Unless you provide otherwise, any such deduction is taken proportionately from the Fixed Accumulated Value and Variable Accumulated Value. If there is no Fixed Accumulated Value and Variable Accumulated Value, then deductions are taken from the Indexed Options as described in Segment Deductions. The amount of any Policy Loan will be added to the Loan Account.

Loan Repayment – You may make loan repayments at any time prior to lapse of this policy. Any loan repayment will reduce the Loan Account. Any payment we receive from you while you have a loan will be treated as a loan repayment, unless you tell us by Written Request that it is a premium payment.

Loan Interest Charge – Interest will accrue daily based on the balance in the Loan Account and will be due on each policy anniversary. Such interest is calculated using the simple interest method and is based on the balance in the Loan Account, using a maximum annual interest rate of 3.5% through policy year five and 2.75% thereafter. We may use a lower loan interest rate. The corresponding daily interest rate is equal to the annual rate divided by 365. If the policy ends before a policy anniversary, the Loan Interest Charge will be due at such time.

Policy Debt – The Policy Debt is the amount necessary to repay the Policy Loan in full and is equal to the Loan Account plus any Loan Interest Charge. The Policy Debt reduces any amount otherwise payable under the policy.

Loan Account Value – The Loan Account Value is a portion of the Accumulated Value set aside to secure the Policy Debt. The Loan Account Value is equal to the Loan Account plus Loan Interest. Such interest is based on the balance in the Loan Account, and accrues daily on a simple interest basis, using the Loan Collateral Interest rate, which is an annual interest rate not less than 3.00%. The corresponding daily interest rate is equal to the annual rate divided by 365.

Loan Processing on Policy Anniversary – On each policy anniversary we will adjust the values of the Policy Debt, Loan Account and Loan Collateral so that they are equal to each other. To do this, we calculate the difference between the Policy Debt and the Loan Collateral. If the Policy Debt is greater than the Loan Collateral, which is generally the case when the policy loan interest has not been paid, a new loan will be taken for the excess and will be added to the Loan Account. If the Loan Collateral is greater

than the Policy Debt, which is generally the case when the policy loan interest has been paid, the excess will be transferred into the Fixed Account.

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. We may establish additional Separate Accounts in our discretion.

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; and
- 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 on the Cover Page. 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, subject to the following. Since this policy has not been registered under the Securities Act of 1933, it may not be sold, assigned, pledged, hypothecated, or otherwise transferred by any person without:

- an effective registration statement under the Securities Act of 1933; or
- an opinion of counsel satisfactory to us to the effect that the proposed transaction will be exempt from applicable registration requirements under the Securities Act of 1933; or
- our written consent.

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.

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.

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.

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

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 Reports – 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; and
- 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 final guidance on all aspects of the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences**.

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

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

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

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

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

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

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

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

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

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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 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 allocated to the Fixed Options; plus**
- **Any premium allocated to the Indexed Options; plus**
- **The Variable Accumulated Value as of the end of the Valuation Period in which we receive your policy; plus**
- **Any policy charges and fees deducted from the policy's Accumulated Value in the Variable Options.**

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POLICY SPECIFICATIONS

BASE POLICY:	FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE		
PREMIUMS:	PLANNED ANNUAL PREMIUM	=	$ 2,894.14
	7 PAY PREMIUM	=	3,358.26
	GUIDELINE SINGLE PREMIUM	=	14,115.00
	GUIDELINE LEVEL PREMIUM	=	1,404.87

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST

DEATH BENEFIT OPTION: A
[OPTION C DEATH BENEFIT LIMIT:]

MINIMUM GUARANTEED INTEREST RATE FOR FIXED ACCOUNT: 2.50% ANNUALLY
MINIMUM GUARANTEED INTEREST RATE FOR FIXED LT ACCOUNT: 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

ADMINISTRATIVE CHARGE PER MONTH: $10

TABLE OF REPLACEMENT CHARGE FACTORS

INITIAL AMOUNT:	$336.00
LEVEL PERIOD:	10 YEARS
REDUCTION FACTOR:	$67.20
END YEAR:	15 YEARS

TABLE OF MAXIMUM MONTHLY DEFERRED PREMIUM LOAD RATES

PREMIUMS PAID IN POLICY YEARS	MAXIMUM MONTHLY DEFERRED PREMIUM LOAD RATE
1 – 5	0.1500%
6 – 10	0.2500%
11 – 15	0.2500%
16 – 20	0.2500%
21+	0.2500%

TABLE OF MAXIMUM MONTHLY ASSET CHARGE RATES

POLICY YEARS	MAXIMUM MONTHLY ASSET CHARGE RATE
1 – 5	0.0667%
6 – 10	0.0667%
11 – 15	0.0667%
16 – 20	0.0667%
21+	0.0667%

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P10CC9 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	10.45
2	15.63
3	21.53
4	27.42
5	34.03
6	27.15
7	24.65
8	23.43
9	22.99
10	24.30
11	39.85
12	61.41
13	68.62
14	61.41
15	46.38
16	46.89
17	34.27
18	25.84
19	12.50
20	3.92
21+	15.83

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 Charge Rate: None

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of the 1 Year Indexed Account. See the Section on Indexed Options for more information.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. "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. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we for whatever reason choose to discontinue the use of the the Standard & Poor's 500® Composite Stock Price Index, we may 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 ÷ 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 Participation Rate in excess of the Minimum Participation Rate shown above. The current Participation Rate 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 Growth Cap in excess of the Minimum Growth Cap. The current Growth Cap 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.

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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 total amount of your policy's value allocated to the Investment Options, plus the Loan Account Value, on any Valuation Day.

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.

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 Account – is an account that is part of our General Account to which all or a portion of premium payments may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed LT Account – is an account that is part of our General Account to which all or a portion of premium payments may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed Options - consist of one or more Fixed Accounts available under this policy, and are part of our General Account. The Fixed Accounts available as of the Policy Date are the Fixed Account and the Fixed LT Account. Premiums and Accumulated Value under this policy may be allocated to one or more Fixed Accounts.

General Account – consist of all of our assets other than those allocated to the Separate Accounts or to any of our other segregated asset accounts.

Indexed Account – is an account that is part of our General Account to which all or a portion of premium payments may be allocated for accumulation at a rate of interest based, in part, upon the change in value of an external index.

Indexed Options - consist of one or more Indexed Accounts available under this policy, and is part of our General Account. The Indexed Accounts available as of the Policy Date are shown in the Policy Specifications. Premiums and Accumulated Value under this policy may be allocated to one or more Indexed Accounts.

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

Investment Options – consist of the Variable Options, the Fixed Options, the Indexed Options, and any additional investment option that we may add.

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.

Mutual Fund Variable Account – is a Variable Account that is a subaccount of a Separate Account that invests its assets in a separate class of shares of a designated investment company or companies.

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

Net Amount at Risk – is the difference between the Death Benefit and the Accumulated Value.

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

Policy Date – is shown on the Cover Page. 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 COLI Separate Account IV of Pacific Life Insurance Company and such other separate investment accounts that we establish to receive and invest the Accumulated Value and premiums paid under the policy.

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 on the Cover Page.

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. Premiums and Accumulated Value under this policy may be allocated to one or more Variable Accounts.

Variable Options – consist of one or more Variable Accounts available under this policy, and are part of the Separate Account.

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 increases or decreases in Total 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 the larger of:

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

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

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

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value at death.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distribution that reduces the Accumulated Value.The Death Benefit will not exceed the amount shown in the Policy Specifications as the "Option C Death Benefit Limit" except as described in the Death Benefit Qualification Test, Tax Qualification as Life Insurance, and Modified Endowment Contract Tax Status sections of the policy. If the sum of any such reductions is greater than the sum of the premiums paid, then the Death Benefit may be less than the 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 Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change. 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; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, Withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate 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 Change – The Face Amount may not be increased, but you may decrease the Face Amount by Written Request. 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 your 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 policy Face Amount. Upon approval of any unscheduled decrease, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The decreased Face Amount;
- The effective date of the decrease; and
- The new Guideline Premiums, if the Death Benefit Qualification Test is the Guideline Premium Test.

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

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

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

PREMIUMS

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

Deferred Premium Load – There are no deductions taken at the time you pay premiums. However, a Deferred Premium Load will be calculated and will be included in the Monthly Deductions charged during the ten policy years that follow the date we receive the premium payment. See the Policy Charges section for details.

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 Allocation– Any Premium we receive before your policy has been placed In Force will be allocated to the Cash Management Variable Account, or a successor account identified by us for such purpose. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value in the Cash Management Variable Account or such successor account will be transferred to the Investment Options according to the most recent premium allocation instructions we have received from you, provided that if the policy provides for a full refund of premium upon exercise of the Free Look Right, as described on the cover of this policy, then transfer to the Investment Options will not occur until 15 days after the policy is placed In Force. Any Premium we receive after your policy has been placed In Force and after the initial transfer to the Investment Options described above will be allocated to the Investment Options according to the most recent premium allocation instructions we have received from you, and per the terms of this policy.

Premium Limitation – We may refuse to accept any premium payment if, at the time of such payment, we reasonably believe that you no longer qualify as an "accredited investor" as such term is defined in

Regulation D under the Securities Act of 1933. 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 Total Face Amount of insurance, whether scheduled or otherwise, 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; plus
- The Indexed Accumulated Value; plus
- The Variable Accumulated Value; plus
- The Loan Account Value, as described in the Policy Loan section.

Allocations To The Fixed and Indexed Options – We reserve the right to limit the aggregate amount allocated to the Fixed and Indexed Options to $10,000,000 during the most recent 12 months for all

policies: (1) in which you have an ownership interest, or (2) to which payments are made by a single payor. Allocations include premium payments, transfers and loan repayments. We will allocate any excess over $10,000,000 to the Cash Management Account, or a successor account identified by us for such purpose, unless you provide written instruction otherwise. We may increase the $10,000,000 limit. You may contact us to find out if a different limit is in effect.

INVESTMENT OPTIONS

Investment Options – consist of the Variable Options, the Fixed Options, and the Indexed Options. We reserve the right to add additional Investment Options or to terminate one or more of the Investment Options at any time.

FIXED OPTIONS

Fixed Options – The Fixed Options are comprised of one or more Fixed Accounts. We reserve the right to add additional Fixed Accounts or to terminate or suspend one or more of the Fixed Accounts at any time. In such case, we will notify you of the change at your last known address. If we terminate a Fixed Account, we will transfer the assets held in that Fixed Account to another Fixed Account that we will identify in the notification.

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Account. On the Policy Date, the value of the policy's allocations to each Fixed Account is equal to any premium allocated to each Fixed Account less any allocation of the initial Monthly Deduction to those Fixed Accounts.

After the Policy Date, we calculate the Accumulated Value in each Fixed Account 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 each Fixed Account shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Account 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 Account on any Valuation Day is the following, including interest on each:

- The Accumulated Value for each Fixed Account on the prior Monthly Payment Date;
- Plus the amount of any premium received and allocated to each Fixed Account since the last Monthly Payment Date;
- Plus the amount of any transfer to each Fixed Account, including transfers from the Loan Account, since the last Monthly Payment Date;
- Minus the amount of any deductions from each 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) and
- Minus the amount of any withdrawals, or transfers from each Fixed Account, including transfers to the Loan Account, since the last Monthly Payment Date.

VARIABLE OPTIONS

Variable Options – The Variable Options are comprised of one or more Variable Accounts. We reserve the right to add additional Variable Accounts or to terminate one or more of the Variable Accounts at any time. If we terminate a Variable Account, we will transfer the assets held in that Variable Account to another Investment Option that we will identify in our notification.

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 premium received and allocated to the Variable Account; and
- 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; and
- 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 solely due to a change 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 ÷ 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) The Separate Account charge, if any; plus or minus
  (d) 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.

TRANSFERS BETWEEN FIXED OPTIONS AND VARIABLE OPTIONS

Transfers – After your initial premium has been allocated according to your instructions you may, upon Written Request, transfer your Fixed and Variable Accumulated Value, or a part of it, among the Fixed Options and Variable Options 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. Transfers to the Indexed Options are described in the section entitled Indexed Options.

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 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; and
- 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 From the Variable Accounts To The Fixed Account - Each policy month you may transfer up to 2% of the Accumulated Value in all Variable Accounts to the Fixed Account.

Transfers From the Variable Accounts To The Fixed Options – You may transfer Accumulated Value from the Variable Accounts to the Fixed Options only during the policy month preceding each policy anniversary and the policy month following each policy anniversary. Such transfers may be for any amount up to 100% of the Variable Accumulated Value, but cannot exceed other limitations on allocations to the Fixed and Indexed Options. (See the Allocations to the Fixed and Indexed Options provision in the Accumulated Value section for information.)

Transfers From The Fixed Account to the Variable Accounts or Fixed LT Account – You may transfer from the Fixed Account to the Variable Accounts or the Fixed LT Account, or both, based on either, but not both, of the following two alternatives:

1. During any given policy year, each policy month, you may transfer up to 2% of the Accumulated Value in the Fixed Account; or
2. During any twelve-month period, you may make one transfer from the Fixed Account up to the greatest of:
    a. $5,000; or
    b. 25% of the Accumulated Value in the Fixed Account; or
    c. the total amount transferred in the prior policy year from the Fixed Account to the Variable Accounts.

Transfers From The Fixed LT Account to the Variable Accounts or Fixed Account –
During any twelve-month period, you may make only one transfer from the Fixed LT Account to the Variable Accounts or Fixed Account. Such transfer is limited to the greatest of the following:

a. $5,000; or
b. 10% of the Accumulated Value in the Fixed LT Account; or
c. the amount transferred in the prior policy year from the Fixed Account to the Variable Accounts.

Limitation on Certain Policies - Policies that are modified endowment contracts ("MECs") may not allocate to the Fixed LT Account. If premium received would cause your policy to become a MEC, we may refuse to allocate that premium to the Fixed LT Account. If your policy already is a MEC, or becomes a MEC, and you have a portion of your Accumulated Value allocated to the Fixed LT Account you do not have to reallocate it, but you may not make additional allocations to the Fixed LT Account.

INDEXED OPTIONS

Indexed Options – The Indexed Options are comprised of one or more Indexed Accounts. We reserve the right to add additional Indexed Accounts or to terminate or suspend one or more of the Indexed Accounts at any time. In such case, we will notify you of such at your last known address. If we terminate an Indexed Account, we will not allow new transfers or allocations into that account. Segments of the terminated Indexed Account will continue until the end of the Segment Term, and any Segment Maturity Value will be transferred into the Fixed Account unless you provide written instruction otherwise.

You may allocate all or a portion of your policy's Accumulated Value to the Indexed Options. In calculating the change in value of the Index, we use the Closing Value of the Index.

The Indexed Options available as of the Policy Date, as well as how credits based on the Index are calculated, are shown in the Policy Specifications.

Allocations To The Indexed Options –We reserve the right to limit the aggregate amount allocated to all new Segments created on any one date to $5,000,000 for all policies: (1) in which you have an ownership interest, or (2) to which payments are made by a single payor. Allocations include premium payments, transfers and loan repayments. We may increase the $5,000,000 limit. You may contact us to find out if a different limit is in effect.

Indexed Accumulated Value: Your Indexed Accumulated Value is the sum of the Segment Values of all Segments for all Indexed Accounts.

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 a transfer from the Fixed Account 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 Account 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 Lapse – Upon Policy Lapse, no Segment Indexed Credit is paid, and Segments may not be reinstated with policy reinstatement.

Segment Creation And Transfers

Segment Creation – A new Segment is created when there is a transfer from the Fixed Account 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 Options 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 premium or loan repayment ("Designated Amount") to be transferred to an Indexed Option. 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 Option(s). 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 Option(s) 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 per your written instruction. 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 value from other Investment Options into an Indexed Account, Pacific Life will first transfer such value 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 Options as described in this paragraph. The amount you designate for transfer, or if less, the Fixed Account balance, will then be transferred to the designated Indexed Account on the next Segment Start Date per your written instructions.

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 Account 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 –is a 12 month period of time during which no transfers from the Fixed Account to an Indexed Account 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 written 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.

Closure of an Indexed Account: If an Indexed Option is no longer available for new allocations, then any Segment Maturity Value will be reallocated to the Fixed Account, unless you provide us with other written instructions.

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 sum of the Deferred Premium Loads attributable to premiums paid in the ten prior policy years;
- 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.

Unless you have made a Written Request to the contrary, the Monthly Deduction will be charged on the Monthly Payment Date proportionately to the Accumulated Value in the Fixed Options and the Variable Options. If there is no Fixed Accumulated Value and no Variable Accumulated Value, the Monthly Deductions will be taken from the Indexed Account Value as described in Segment Deductions section. 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 Death Benefit divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value as of the beginning of the policy month before the Monthly Deduction is assessed.

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. Any lesser rate will apply uniformly to all members of the same Class.

Deferred Premium Load – At the end of each policy year we calculate a Deferred Premium Load equal to the total of the premiums paid during that policy year multiplied by the Monthly Deferred Premium Load Rate. The Deferred Premium Load for premiums paid in a policy year will be included in each Monthly Deduction for the ten policy years beginning on the following policy anniversary. The Monthly Deferred Premium Load Rate we use will not exceed the Maximum Monthly Deferred Premium Load Rate shown in the Policy Specifications.

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 shown in the Policy Specifications 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.

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 three times the monthly deduction due when the insufficiency occurred must be paid. There is no penalty for paying a premium during the Grace Period. Your policy will remain In Force during the Grace Period. If sufficient premium is not paid by the end of the Grace Period, a lapse will occur. Thirty-one days prior to lapse, we will send you and any assignee of record a notice containing the lapse date and the required premium to keep your policy In Force. If the 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 to cover all Monthly Deductions and policy loan interest due and unpaid during the Grace Period; and
- Sufficient premium 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.
- Replacement 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.
- We will eliminate the loan by reducing the Accumulated Value by the Policy Debt.

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

SURRENDER AND WITHDRAWAL OF VALUES

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

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value.

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

Replacement Charge – If you surrender this policy in connection with the purchase of a replacement life insurance policy, including, but not limited to, a replacement intended to qualify as a tax free exchange under Code Section 1035 or if the Owner of the policy at the time of surrender is a life insurance company and is different than the original owner, there may be a Replacement Charge deducted from the Net Cash Surrender Value. During the Level Period, the Replacement Charge is equal to the Initial Amount. After the Level Period, the Replacement 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 Replacement 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. We reserve the right to charge a fee not to exceed $25 for each withdrawal. There is no other 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 plus any Replacement Charge; and
- We reserve the right to disallow any withdrawal that would result in a Face Amount of less than $1,000 after the withdrawal.

Withdrawals will be deducted from the Accumulated Value. Unless you have made a Written Request to the contrary, the amount of each withdrawal and any withdrawal fee will be deducted proportionately from the Accumulated Value in the Fixed Options and Variable Options. If the Accumulated Value in the Fixed Options and the Variable Options is not sufficient to support the Withdrawal, any excess will be deducted from the Indexed Options according to the Indexed Segment Deduction provision.

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; or
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC); or
- 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; or
- The SEC by order permits postponement for the protection of policy owners.

Fixed Options and Indexed Options– With respect to allocations made to the Fixed Options and Indexed Options, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from the Fixed Options and Indexed Options, 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 Amount Available –The maximum amount available for a loan on any date is equal to 90% of the Net Cash Surrender Value. The amount of the loan must be at least $200.

Loan Account – When you take a Loan, the amount of the Loan is deducted from the policy's Investment Options. Unless you provide otherwise, any such deduction is taken proportionately from the Fixed Accumulated Value and Variable Accumulated Value. If there is no Fixed Accumulated Value and Variable Accumulated Value, then deductions are taken from the Indexed Options as described in Segment Deductions. The amount of any Policy Loan will be added to the Loan Account.

Loan Repayment – You may make loan repayments at any time prior to lapse of this policy. Any loan repayment will reduce the Loan Account. Any payment we receive from you while you have a loan will be treated as a loan repayment, unless you tell us by Written Request that it is a premium payment.

Loan Interest Charge – Interest will accrue daily based on the balance in the Loan Account and will be due on each policy anniversary. Such interest is calculated using the simple interest method and is based on the balance in the Loan Account, using a maximum annual interest rate of 3.5% through policy year five and 2.75% thereafter. We may use a lower loan interest rate. The corresponding daily interest rate is equal to the annual rate divided by 365. If the policy ends before a policy anniversary, the Loan Interest Charge will be due at such time.

Policy Debt – The Policy Debt is the amount necessary to repay the Policy Loan in full and is equal to the Loan Account plus any Loan Interest Charge. The Policy Debt reduces any amount otherwise payable under the policy.

Loan Account Value – The Loan Account Value is a portion of the Accumulated Value set aside to secure the Policy Debt. The Loan Account Value is equal to the Loan Account plus Loan Interest. Such interest is based on the balance in the Loan Account, and accrues daily on a simple interest basis, using the Loan Collateral Interest rate, which is an annual interest rate not less than 3.00%. The corresponding daily interest rate is equal to the annual rate divided by 365.

Loan Processing on Policy Anniversary – On each policy anniversary we will adjust the values of the Policy Debt, Loan Account and Loan Collateral so that they are equal to each other. To do this, we calculate the difference between the Policy Debt and the Loan Collateral. If the Policy Debt is greater than the Loan Collateral, which is generally the case when the policy loan interest has not been paid, a new loan will be taken for the excess and will be added to the Loan Account. If the Loan Collateral is greater

than the Policy Debt, which is generally the case when the policy loan interest has been paid, the excess will be transferred into the Fixed Account.

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. We may establish additional Separate Accounts in our discretion.

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; and
- 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 on the Cover Page. 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, subject to the following. Since this policy has not been registered under the Securities Act of 1933, it may not be sold, assigned, pledged, hypothecated, or otherwise transferred by any person without:

- an effective registration statement under the Securities Act of 1933; or
- an opinion of counsel satisfactory to us to the effect that the proposed transaction will be exempt from applicable registration requirements under the Securities Act of 1933; or
- our written consent.

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.

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.

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.

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

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 Reports – 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; and
- 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 final guidance on all aspects of the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences**.

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

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

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

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

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

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

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

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

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

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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**

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR1GuarAssocNote.pdf
Regulation 19.pdf
Reg 33 Cert (Variable Life).pdf
Regulation 34.pdf
Consent to submit rates.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

The forms will be used mainly with applications A07MA2, A07IGI2 and A07ISI2, each approved on 09/16/09; or may also be used with A10IUW2 approved on 4/15/10.

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 mot 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

CERTIFICATION OF COMPLIANCE

RE: P10CC8 / P10CC9

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

Signed for the Company at Newport Beach, California on November 8, 2010

SIGNATURE

THOMAS S. BEADLESTON
NAME

VICE PRESIDENT
TITLE

Contact Person:

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

(Arkansas)

PACIFIC LIFE INSURANCE COMPANY

45 Enterprise Drive · Aliso Viejo · CA · 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P10CC8 / P10CC9

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 November 8, 2010

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: P10CC8/P10CC9

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

Signed for the Company at Newport Beach, California on November 8, 2010

SIGNATURE

Lawrence Hersh, FSA, MAAA
NAME

Asst. Vice President
TITLE

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 P10CC8/P10CC9 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)

Larry Hersh, FSA, MAAA
(Name)

Asst. Vice President
(Title or Position)