

SERFF Tracking Number: PACL-126725200 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 46283
Company Tracking Number: SPIA 30-1181
TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Individual Single Premium Immediate Fixed Annuity Contract
Project Name/Number: Individual Single Premium Immediate Fixed Annuity Contract/30-1181

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Individual Single Premium Immediate Fixed Annuity Contract SERFF Tr Num: PACL-126725200 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 46283

Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: SPIA 30-1181 State Status: FEES PAID

Filing Type: Form

Authors: Maysy Vang, Brian Deleget, Karen Givens
Date Submitted: 07/21/2010

Reviewer(s): Linda Bird
Disposition Date: 07/23/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Individual Single Premium Immediate Fixed Annuity Contract

Status of Filing in Domicile: Pending

Project Number: 30-1181

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: 07/23/2010

Explanation for Other Group Market Type:

State Status Changed: 07/23/2010

Deemer Date:

Created By: Maysy Vang

Submitted By: Maysy Vang

Corresponding Filing Tracking Number:

Filing Description:

NAIC: 67466

FEIN: 95-079000

To the Individual Life Insurance Department of Arkansas.

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We are submitting the following forms for approval:

Form Number Form Description

30-1181 Individual Single Premium Immediate Fixed Annuity Contract
25-1181 Individual Single Premium Immediate Fixed Annuity Application
20-1183 Individual Retirement Annuity Rider
20-1184 Roth Individual Retirement Annuity Rider

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

Individual Single Premium Immediate Fixed Annuity Contract (30-1181)

The Contract is an individual, fixed, non-participating, single premium immediate annuity contract. The owner selects the annuity payout from several annuity options at time of application. The annuity payment is paid according to the terms of the annuity option elected with payment commencing on the date and frequency elected by the owner. The annuity option can not be changed after the contract is issued.

Future Adjustment Option

Depending on the distribution partner, the owner may also have the ability to choose at the time of application, a increase or decrease of the annuity payment, with the new payment amount effective at a future date chosen by the owner and remains effective for the duration of the Contract.

Inflation Protection

Depending on the distribution partner, the owner may also have the ability to choose at the time of application, the Inflation Protection feature which, if elected, would increase the annuity payment by a chosen percentage amount on an annual basis.

Commutation

As described in the Contract, commutation is also permitted. An interest rate adjustment is used to determine the present value of the commuted amount.

Death Benefit

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

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There are no unusual features contained in the Contract.

Contract issue ages are 0 through 90.

Annuity Application (25-1181)

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

Individual Retirement Annuity Rider (20-1183)

The purpose of form number 20-1183 is to qualify the annuity contract as Individual Retirement Annuity (IRA) under Code Section 408. This Rider will be made part of the Contract at Contract issue. The Rider will be available for new business only.

Roth Individual Retirement Annuity Rider (20-1184)

The purpose of form number 20-1184 is to qualify the annuity contract as Roth Individual Retirement Annuity (Roth IRA) under Code Section 408A. This Rider will be made part of the Contract at Contract issue. The Rider will be available for new business only.

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

Qualified Plan Riders

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

Form Number - Form Description - Date Approved

20-14200 - Qualified Retirement Plan Rider - 12/27/2001

Statement of Variability

The forms submitted have been completed in John Doe fashion. Bracketed matter shown on the Application and Contract are either variable and thus subject to change or is language that may or may not appear, depending on the

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elections made at the time of application by the applicant. The accompanying Statement of Variability provides an explanation of the variability applicable to these forms.

The combination of these forms (contract and application) achieved a readability flesch score of 50.8.

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

All required transmittals, checklists, certifications and/or filing fees are included in this submission. To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

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

Sincerely,

Karen Givens, J.D.
Sr. Compliance Analyst
Retirement Solutions Division
Email: amfproduct.filing@pacificlife.com

Company and Contact

Filing Contact Information

Maysy Vang, Compliance Analyst Mvang@pacificlife.com
700 Newport Center Drive 949-219-6907 [Phone]
Newport Beach, CA 92660 949-219-0579 [FAX]

Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska
700 Newport Center Drive Group Code: 709 Company Type: Annuities
Newport Beach, CA 92660-6397 Group Name: State ID Number:
(800) 722-2333 ext. [Phone] FEIN Number: 95-1079000

Filing Fees

SERFF Tracking Number: PACL-126725200 State: Arkansas
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Fee Required? Yes
Fee Amount: \$200.00
Retaliatory? No
Fee Explanation: \$50 X 4 = \$200.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$200.00	07/21/2010	38197031

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/23/2010	07/23/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Statement of Variability	Maysy Vang	07/22/2010	07/22/2010

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Variable
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Disposition

Disposition Date: 07/23/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Certification		Yes
Form	Individual Single Premium Immediate Fixed Annuity Contract		Yes
Form	Individual Single Premium Immediate Fixed Annuity Application		Yes
Form	Individual Retirement Annuity Rider		Yes
Form	Roth Individual Retirement Annuity Rider		Yes

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Amendment Letter

Submitted Date: 07/22/2010

Comments:

Amend the Statement of Variability.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variability

Comment:

Generic SOV.pdf

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Form Schedule

Lead Form Number: 30-1181

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	30-1181	Policy/Contract/Fratern al Certificate Contract Individual Single Premium Immediate Fixed Annuity	Initial		50.800	P1181 Generic.pdf
	25-1181	Application/Enrollment Form Individual Single Premium Immediate Fixed Annuity Application	Initial		50.800	25-1181 Application.pdf
	20-1183	Policy/Contract/Fratern al Certificate: Amendment, Insert Page, Endorsement or Rider Individual Retirement Annuity Rider	Initial		0.000	20-1183.pdf
	20-1184	Policy/Contract/Fratern al Certificate: Amendment, Insert Page, Endorsement or Rider Roth Individual Retirement Annuity Rider	Initial		0.000	20-1184.pdf



PACIFIC LIFE

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

READ YOUR CONTRACT CAREFULLY

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

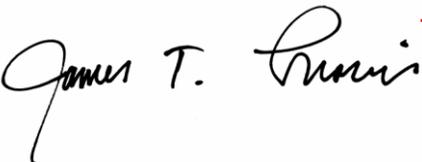
We agree to pay the benefits provided under this Contract, subject to its provisions.

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

Right to Cancel – You may return this Contract within [20] days of receipt. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund your Purchase Payment, less any prior payments made by us.

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

PACIFIC LIFE INSURANCE COMPANY


Chairman and Chief Executive Officer


Secretary

INDIVIDUAL SINGLE PREMIUM IMMEDIATE FIXED ANNUITY CONTRACT

Annuities Payable in Fixed Dollar Amounts
Non-Participating

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SERVICE CENTER

Send Forms and written requests to:

Pacific Life Insurance Company
[P.O. Box 2378
Omaha, Nebraska 68103-2378]

Hours: Between [6:00 am and 5:00 pm, Pacific Standard Time.]

Toll-Free Number for Contract Owners: [1-800-722-4448]

Toll-Free Number for Registered Representatives: [1-800-722-2333]

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints.

CONTRACT SPECIFICATIONS

CONTRACT DATA

Contract Number: [FP99999999]

Contract Date: [01-01-2009]

Contract Type: [Non-Qualified]

Purchase Payment: [\$500,000]*

Primary Owner: [John Doe]

Joint Owner: [Jane Doe]

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

ANNUITY DATA

Annuity Option: [Life Only]

[Guaranteed Period:] [10 Years]

Annuity Frequency: [Monthly]

Annuity Option Description:

[The Annuity Payment is made during the Annuitant's lifetime. Payments stop when the Annuitant dies.]

Annuity Payment: [\$1,000]

Annuity Date: [10/1/2010]

Annuitant: [John Doe]

Annuitant's Age: [35]

Annuitant's Sex: [Male]

[Joint Annuitant:] [Jane Doe]

[Joint Annuitant's Age:] [35]

[Joint Annuitant's Sex:] [Female]

[Survivor Annuity Percentage:] [50%]

[Inflation Protection]

[We will increase your Annuity Payment by [3%] compounded annually starting on the first anniversary of your Annuity Date and continuing on each annual Annuity Date anniversary thereafter. The increase will be based on the Annuity Payment in effect on the applicable Annuity Date anniversary.]

[Future Adjustment Option Effective Date]: [5/1/2020]*

*[This is the date you selected at the time of application upon which the change in the amount of your Annuity Payment takes effect.]

[Future Adjustment Option]: [50%]**

[**This is the one-time [[increase]/[decrease]] of your Annuity Payment. The [increase/decrease] percentage will be applied to your Annuity Payment and the adjusted Annuity Payment will become effective on the Future Adjustment Option Effective Date and will remain in effect for the remainder of the Contract.]

CONTRACT SPECIFICATIONS (continued)

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COMMUTATION DATA

GENERAL – After the first Contract Anniversary, you can request a partial or full withdrawal of the commuted value. The withdrawal amount will equal a percentage as selected by you of the present value of the remaining guaranteed Annuity Payments and will be paid to you in a single sum.

Minimum Commutation Amount: [\$5,000]

Minimum Annuity Payment: [\$250]

Rate Adjustment: [0.50%/0.75%] will be added to the rate used to calculate the present value.

AMOUNT OF WITHDRAWAL – The amount available for withdrawal will be the present value of the remaining guaranteed annuity payments. The interest rate used to determine the present value of remaining guaranteed annuity payments is Moody's Long-Term Corporate Bond Yield Averages, updated monthly, or a similar corporate bond index, less 0.75% plus a Rate Adjustment as shown above. Except for the Period Certain annuity option, once the remaining guaranteed payments have been made and if the Annuitant is still living, the originally scheduled Annuity Payment amount will be paid during the lifetime of the Annuitant.

NOTIFICATION – Once we receive your request for the withdrawal, we will provide you with the following information within 15 days of receipt of the request:

1. The amount payable and the effective date of the calculation;
2. The amount of any remaining annuity payments, if applicable; and
3. The current Replacement Ratio*.

*Replacement Ratio is (i) divided by (ii) where (i) and (ii) are defined as:

- (i) The actual commuted value to be paid; and
- (ii) The present value of the contract's remaining guaranteed payments at the current interest rate for the same Annuity Option reflected on the Specifications Page.

Once you notify us to pay the withdrawal amount, we will make the payment within 15 days of receipt of the notification. The actual withdrawal value paid will be determined as of the date of payment which may differ from the amount previously provided. After the withdrawal, any remaining guaranteed payments will be reduced by the same percentage amount as the withdrawal.]

DEFINITION OF TERMS

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

Annuitant – The person you name on whose life Annuity Payments under this Contract are determined. Any named Annuitant or Joint Annuitant must be under Age 91 as of the Contract Date. The Annuitant may not be changed.

Annuity Date – The date Annuity Payments are scheduled to begin. The Annuity Date is shown on the Contract Specifications, unless later changed.

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

Beneficiary – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

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

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

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

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

Joint Annuitant – If the Annuity Option requires, the person you name in addition to the Annuitant on whose life Annuity Payments under this Contract are determined. The Joint Annuitant may not be changed.

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

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

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of the death benefit proceeds.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both the Primary Owner and Joint Owner. Any named Owner must be under Age 91 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners must be under Age 91 at the time of such change or addition.

Payee – The person designated by the Owner to receive the Annuity Payment under this Contract. Unless otherwise designated, the Primary Owner is the Payee.

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

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

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

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

You/you and Your/your – The person or persons named as Owner(s) in the Contract Specifications.

GENERAL PROVISIONS

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

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

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract, including the right to designate a Payee. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law. If your Contract is Non-Qualified, you may change Contract ownership at any time while the Annuitant is living and prior to your Annuity Date. Any change in Owner, if permitted under the Contract, will be effective on the date such change is signed, subject to any payments made or actions taken by us prior to our receipt of the notice.

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

Order of Distribution – Upon the death of any Owner, ownership rights, if any, under this Contract will succeed to the following persons in the following order:

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

Proof of Life or Death – Before we make a payment, we may require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract. Proof of death is defined to mean: (a) a copy of a certified death certificate; (b) a copy of a certified decree of a court of competent jurisdiction as to a finding of death; (c) a written statement by a medical doctor who attended the deceased; or (d) any other proof satisfactory to us.

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

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

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

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

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

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

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

Delay of Payments – Subject to any regulatory approval, we may delay payments of the commuted value for up to six (6) months after the requested effective date of the transaction. Any amount delayed, so long as it is held under the General Account, will earn interest at a minimum annual rate of 3%.

Annuity Tax Qualification – This Contract is intended to qualify as an annuity for federal income tax purposes and incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary.

Beneficiary – The Beneficiary is the person you name who may receive the death benefit proceeds or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. If you leave no surviving Beneficiary, your estate may receive the death benefit. If more than one person is named within the same class of Beneficiary, any payment will be made in equal shares to the survivors or survivor among such persons, unless otherwise provided. If the Beneficiary is a trust, we will neither be responsible for verifying a trustee's right to receive any death benefit proceeds, nor for how the trustee disposes of any death benefit proceeds. If before payment of any death benefit proceeds, we receive proper notice that the trust has been revoked or is not in effect, then any death benefit proceeds payable will be paid to any Contingent Beneficiary, if there is none, then to the Owner's estate. You may add, change, or remove any Beneficiary, subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of the notice.

Claims of Creditors – The payments under this Contract are not subject to the claims of your creditors, to the extent permitted by law.

ANNUITY PROVISIONS

GENERAL – We will pay the Annuity Payment according to the Annuity Option you selected at the Annuity Frequency beginning on the Annuity Date. The “Annuity Payment”, “Annuity Option”, “Annuity Date” and “Annuity Frequency” are shown on the Contract Specifications. Once chosen, these selections can not be changed.

DEATH BENEFIT PROVISIONS

DEATH BEFORE THE ANNUITY DATE – Before the Annuity Date, if an Owner or Annuitant dies, a death benefit will be paid. The death benefit will be paid in a single sum and will equal the Purchase Payment, less any prior payments made by us. The death benefit proceeds will be paid to the first person among the following who is (1) living; or (2) an entity designated to receive the death benefit proceeds;

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

We will have no further obligations under this Contract after payment of the death benefit.

TERMINAL ILLNESS DIAGNOSIS – Before the Annuity Date, if an Owner or Annuitant is diagnosed with a medical condition which results in a life expectancy of 12 months or less, a benefit will be paid. The benefit will be paid in a single sum and will equal the Purchase Payment, less any prior payments made by us. The death benefit proceeds will be paid to the first person among the following who is (1) living; or (2) an entity designated to receive the death benefit proceeds;

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

We will have no further obligations under this Contract after payment of the death benefit.

DEATH OF OWNER AFTER THE ANNUITY DATE – If an Owner dies after the Annuity Date, and the Owner is not an Annuitant, any remaining payments under the Annuity Option in effect will be paid to the first person among the following who is (1) living; or (2) an entity designated to receive the death benefit proceeds:

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

DEATH OF ANNUITANT AFTER THE ANNUITY DATE – If the sole surviving Annuitant dies after the Annuity Date, and the Annuitant is not the Owner, any remaining payments under the Annuity Option in effect will be paid to the first person among the following who is (1) living; or (2) an entity designated to receive the death benefit proceeds:

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



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

INDIVIDUAL SINGLE PREMIUM IMMEDIATE FIXED ANNUITY CONTRACT

Annuities Payable in Fixed Dollar Amounts
Non-Participating



PACIFIC LIFE

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

[PACIFIC INCOME PROVIDER]
Single Premium Immediate
Annuity Application

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

1. PRIMARY ANNUITANT *Must be an individual. Check product guidelines for maximum issue age. If you are electing any Joint annuity option with a reduction in survivor benefit in section 10C, you will designate whether benefits are determined based only on the Primary Annuitant (Joint and Survivor Life) or either Annuitant (First to Die/Joint Life). If Primary Annuitant (Joint and Survivor Life) is elected, please ensure the appropriate individual is designated in this section as your Primary Annuitant, as the Primary and Joint Annuitant cannot be changed after contract issue.*

Name (First, Middle, Last) John, James, Doe		Birth Date (mo/day/yr) 01/01/2050	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Mailing Address 1234 Any Street	City, State, ZIP Anytown, CA , 11111		SSN 123-45-6789
Residential Address (if different than mailing address)	City, State, ZIP		

Solicited at: State _____	<i>Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract and registered representative/producer appointment purposes.</i>
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JOINT ANNUITANT *Complete only if option 10C is selected.*

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

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

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

JOINT OWNER *Not applicable for qualified contracts.*

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



3. BENEFICIARIES If a beneficiary classification is not indicated, the class for that beneficiary will be primary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified. For contracts owned by a non-individual custodian (including IRAs) or other non-natural owners, the beneficiary will be the owner listed on the application and information provided below will not be valid. Use Section 13, Special Requests, to provide additional beneficiary information.

Name (First, Middle, Last) Jane, Jill, Doe	Birth Date (mo/day/yr) 01/01/1950	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship Spouse	SSN/TIN 112-45-6789	Percentage 100 %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %

4. TELEPHONE/ELECTRONIC AUTHORIZATIONS

 Yes **TELEPHONE/ELECTRONIC TRANSACTION AUTHORIZATION** As the owner, I will receive this privilege automatically.

If a contract has joint owners, each owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing Pacific Life to act on telephone or electronic instructions from any other person(s) who can furnish proper identification. Pacific Life will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost.

ELECTRONIC INFORMATION CONSENT By providing the e-mail address below, I consent to receive documents and notices applicable to my contract, including but not limited to reports, statements, privacy notice and other notices, and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. I will continue to receive paper copies of annual statements if required by state or federal law. Not all contract documentation and notifications may be currently available in electronic format. I consent to receive in electronic format any documents added in the future. For jointly owned contracts, both owners are consenting to receive information electronically. I confirm that I have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and the ability to read and retain it. I understand that:

- There is no charge for electronic delivery, although my Internet provider may charge for Internet access.
- I must provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes.
- I must update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life.
- I may request a paper copy of the information at any time for no charge, even though I consented to electronic delivery, or if I decide to revoke my consent.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically. (Only the primary owner will receive e-mail notices.)
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This election will be effective for all contracts I currently own or acquire in the future.
- This consent will remain in effect until I revoke it.

Pacific Life is not required to deliver this information electronically and may discontinue electronic delivery in whole or in part at any time. Please call (800) 722-4448 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address.



E-Mail address: _____

5. HOUSEHOLDING By signing this application I consent to Pacific Life mailing one copy of contract owner documents to multiple contract owners who share the same household address. Such documents will include announcements, and annual and semiannual reports, but will not include contract-specific information such as transaction confirmations and statements. This service, known as "householding," reduces expenses, environmental waste, and the volume of mail I receive. If I do not wish to participate in this service and prefer to receive my own contract owner documents, I have checked the box below.

I elect **NOT** to participate in householding.

6. CONTRACT TYPE Select ONE.

Non-Qualified^{1,2} IRA³ (Includes Traditional IRA and SEP IRA) Roth IRA³

¹ For trust-owned contracts, complete Trustee Certification and Disclosure form. ² For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. ³ For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification.]



7. PURCHASE PAYMENT [Make check payable to Pacific Life Insurance Company.]

Note: Only one, single premium can be used to fund a contract. Combinations of cash and 1035 exchange/transfer paperwork are not permitted.

7A. NON-QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of payment.

1035 exchange/estimated transfer . . . \$ _____
 OR
 Amount enclosed \$ 50,000.00

7B. QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of payment.

Transfer \$ _____
 OR
 Rollover \$ _____

Note: If you have more than one contract to 1035 exchange/transfer or have a combination of cash and contracts to 1035 exchange/transfer, you must complete separate applications for each funding source. This will result in multiple contracts being issued.

8. REPLACEMENT

8A. EXISTING INSURANCE

 Yes No

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

8B. REPLACEMENT

 Yes No

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

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

Were you provided an illustration? Yes No (Default is "No" if neither box is checked.)

If "Yes," please provide the Illustration Quote Date (mo/day/yr) _____.

10. ANNUITY OPTIONS Complete one section only.

IMPORTANT: Options 10B and 10C require a copy of a birth certificate, valid passport, or valid driver's license as proof of the annuitant's age. NOTE: For qualified contracts, if you elect an option with a period certain, the period elected cannot exceed the annuitant's life expectancy. Additional restrictions may apply to joint annuitants that are not spouses. Joint Life options are not available with Inherited Lines of Business.

10A. **Period Certain.**
 _____ # of years (5-30)

10B. Life Contingency – Single Life Select one. Note: Proof of age is required.
 Single Life
 Single Life with Period Certain of _____ years (5-30)
 Single Life with Cash Refund

10C. Life Contingency - Joint Life Complete each section below. Note: Proof of age is required.
 Part One: Is the Joint Annuitant the spouse of the Primary Annuitant? Yes No (Default is "Yes" if neither box is checked.)
 Part Two: Select one Life Contingency Option:
 Joint Life
 Joint Life with Period Certain of _____ years (5-30)
 Joint Life with Cash Refund
 Part Three: Select one option upon which reduced benefits are determined for the Life Contingency option selected in Part Two:
 Primary Annuitant By selecting this option, you are electing a Joint and Survivor version of the payout option in Part Two. Please ensure you have designated the appropriate individual as Primary Annuitant in section 1, as the Primary and Joint Annuitant cannot be changed after contract issue.
 First to Die Select this option for Joint Life survivor benefits only.
 Part Four: Select one reduced benefit percent after death of annuitant:
 100% (no reduction in benefit payment)
 75%
 67%
 50%



11. OPTIONAL ANNUITY FEATURES *[Only one feature is allowed.]*

[11A. Inflation Protection Option Feature begins on the payment start date anniversary and after any calculated Joint Life survivor benefit percent.

Elect Annual Increase Percentage:

- 2%
- 3%
- 4%

[11B. Future Adjustment Option NOTE: This feature is not available if any Joint Life annuity option with survivor benefit percent of 75%, 67%, or 50% was selected in Section 10C.

Increase payments by: OR Decrease payments by:

- | | |
|-------------------------------|------------------------------|
| <input type="checkbox"/> 50% | <input type="checkbox"/> 10% |
| <input type="checkbox"/> 100% | <input type="checkbox"/> 20% |
| <input type="checkbox"/> 150% | <input type="checkbox"/> 30% |
| <input type="checkbox"/> 200% | <input type="checkbox"/> 40% |
| <input type="checkbox"/> 250% | <input type="checkbox"/> 50% |
| <input type="checkbox"/> 300% | |

_____ Year you want this change in payment to take effect. The change in payment (YYYY) will occur on the original payment start date anniversary in the year specified.]

12. Payment Detail

12A. Frequency

-  Monthly Quarterly Semiannually Annually

12B. Payment Start Date: ____/____/____
Mo Day Year

If the payment start date requested precedes the contract issue date and a monthly frequency is selected, the payment start date will be the same date in the month following the contract issue date. If no date is provided and a monthly frequency is selected the payment start date will be one month from the issue date.

12C. Income Tax Withholding Complete the following applicable lines. NOTE: If you DO NOT complete the information below, Pacific Life must withhold on periodic payments as if you are married claiming three withholding allowances.

1. Check here if you **do not want any** federal income tax withheld from your annuity. (Do not complete lines 2 or 3.)

2. Total number of allowances and marital status you are claiming for withholding from each periodic annuity payment. (You may also designate an additional dollar amount on line 3.) Enter number of allowances: _____

Marital Status: Single Married Married, but withhold at higher "Single" rate.

3. Additional amount, if any, you want withheld from each annuity payment. (Note: For periodic payments, you cannot enter an amount here without entering the number (including zero) of allowances on line 2.) \$ _____

Note: If you do not want the default state tax withholding, write in the desired withholding amount in the Special Requests Section or consult your tax advisor to obtain your state's specific withholding form.

12D. ALTERNATE DELIVERY/PAYEE INSTRUCTIONS Unless indicated below, check will always be made payable to the primary owner and sent to the primary owner's address of record. Only complete this section if check is to be made payable to an alternate payee or if the check should be mailed to an alternate address for the primary owner. Please note that in situations where the Owner and Payee are different, there may be tax consequences to the Owner.

Name of Payee (First, Middle, Last) (if applicable):

Account Number (if applicable):

Street Address:	City:	State:	ZIP:
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12E. Electronic Funds Transfers (EFTs) Complete this section if you want annuity payments to be electronically transferred to the payee's checking or savings account and attach a void check or deposit slip to this form. If account type is not indicated and you do not include a void check, the information provided will be processed as a checking account. From the time the annuity payment is processed from your contract to the time the funds are received by your financial institution generally takes 2-3 business days. Starter checks are not acceptable to establish EFTs.

Financial Institution Name:	Financial Institution Telephone Number:
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Financial Institution Account Number:	Financial Institution ABA Routing Number:	Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
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Tape a voided check or deposit slip here:

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

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

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

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

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



15. STATEMENT OF OWNER(S) I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth, Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer. I understand that failure to provide this information could result in the annuity contract not being issued, delayed or unprocessed transactions, or annuity contract termination. I, the owner(s), understand that I have applied for a single premium immediate annuity contract ("contract") issued by Pacific Life Insurance Company ("company"). After reviewing my financial background with my registered representative/producer, I believe this contract, including the benefits of its insurance features, will meet my financial objectives based in part upon my age, income, net worth, and tax status, and any existing investments, annuities, or other insurance products I own. If applicable, I considered the appropriateness of full or partial replacement of any existing life insurance or annuity. I understand that once my contract is issued, the annuity option and features cannot be changed. If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the registered representative/producer the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act. All answers to questions and statements made on this application are to the best of my knowledge and belief. I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct. I understand that Pacific Life will automatically code my distributions as substantially equal periodic payments under IRC § 72(t) or 72(q) if all qualifications are met. If my distributions increase, decrease, or stop, I understand that I am fully responsible for all resulting tax consequences. Additionally, I will notify Pacific Life if I am aware that my distributions should not be coded as a 72(t) or 72(q) distribution.

Owner's Signature  <i>John J. Doe</i>	Date (mo/day/yr)  01/01/2010	Signed at: City  Anytown	State  CA
Joint Owner's Signature (if applicable) 	Date (mo/day/yr) 		

16. REGISTERED REPRESENTATIVE'S/PRODUCER'S STATEMENT

16A.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have any reason to believe that the applicant has any existing life insurance policies or annuity contracts? (Default is "Yes" if neither box is checked.)
16B.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued?

If "Yes," I affirm that I have instructed the applicant to answer "Yes" to the replacement question in Section 8B of this application. I hereby certify that I have used only Pacific Life's approved sales material in connection with this sale and that copies of all sales materials used were left with the applicant. Any insurer-approved electronically presented sales materials will be provided in printed form to the applicant no later than at the time of the policy or contract delivery. I further certify that I have discussed the appropriateness of replacement and followed Pacific Life's written replacement guidelines. I have explained to the owner(s) how the annuity will meet their insurable needs and financial objectives. I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner, as applicable, including age, income, net worth, and tax status, and any existing investments and insurance program. I further certify that I followed my broker/dealer's suitability guidelines in the recommendation of this annuity and that this application is subject to review for suitability by my broker/dealer. I further certify that I have truly and accurately recorded on the application the information provided to me by the applicant. If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act. **I further certify that, prior to soliciting the contract applied for, I have completed all state mandated annuity, insurance, and/or product training and agree to provide documentation of such completion upon request by Pacific Life.**

Soliciting Registered Representative's/Producer's Signature  <i>Cindy Brown</i>	Print Registered Representative's/Producer's Full Name Cindy Brown	Insurance License Number AAA111
Registered Representative's/Producer's Telephone Number (123) 456-7890	Registered Representative's/Producer's E-Mail Address cbrown@internet.net	Option <input checked="" type="checkbox"/> A <input type="checkbox"/> B
Broker/Dealer's Name ABC Broker/Dealer	Brokerage Account Number (optional)	

[Send completed application as follows:]
[APPLICATION WITH PAYMENT:]
 [Regular Mail Delivery: P.O. Box 2290, Omaha, NE 68103-2290]
 [Express Mail Delivery: 1299 Farnam Street, 6th Floor, RSD, Omaha, NE 68102]

[APPLICATION WITHOUT PAYMENT:]
 [Regular Mail Delivery: P.O. Box 2378, Omaha, NE 68103-2378]
 [Express Mail Delivery: 1299 Farnam Street, 6th Floor, RSD, Omaha, NE 68102]





PACIFIC LIFE

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

INDIVIDUAL RETIREMENT ANNUITY (“IRA”) RIDER

This Rider is a part of the Contract to which it is attached (the Contract) by Pacific Life Insurance Company (the Company). This Rider expires concurrently with the Contract and is subject to all provisions, definitions, limitations and conditions of the Contract not changed by this Rider.

The Contract is hereby modified as specified below in order to qualify as an Individual Retirement Annuity (IRA) under Code Section 408 (other than a Roth IRA or a SIMPLE IRA, as defined below).

The provisions of this Rider shall control if they are in conflict with those of the Contract.

A. Definitions

Annuitant – The individual named as a measuring life for periodic annuity payments under the Contract. You may not change the individual named as the Annuitant.

Annuity Start Date – The first day of the first period for which an amount is received as an annuity under the Contract (taking any Separate Shares into account), as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that such annuity payments actually begin under the Contract (taking any Separate Shares into account).

Applicable Designation Date – September 30 of the calendar year next following the Owner’s Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period – The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

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

Company – Pacific Life Insurance Company.

Compensation – Wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included the service described in Code Section 1402 (c)(6). Compensation does not include amounts derived from or received as earnings and profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as pension or annuity income or as deferred compensation. Compensation shall include any amount includible in the individual’s gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A).

Contract or Policy – The attached contract, policy or certificate issued by the Company as an IRA.

Contributions – The Purchase Payments, premiums, rollovers or other contributions received by the Company under the Contract.

Designated Beneficiary or DB – An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

DB Election Date – The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date – December 31 of the calendar year next following the Owner's Year of Death.

Distribution Year – A calendar year for which an RMD is required. The first Distribution Year is the calendar year in which the Owner attains age 70 ½ (or, where applicable under Reg. § 1.401(a)(9)-5, Q&A-1(b), the calendar year next following the Owner's Year of Death). Each subsequent calendar year is also a Distribution Year.

IRA – An individual retirement account or individual retirement annuity under Code Section 408.

IRS – Internal Revenue Service.

Life Expectancy – The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Measuring Designated Beneficiary – The Designated Beneficiary as of the DB Required Beginning Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract (taking into account any Separate Shares), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking into account any Separate Shares) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

Non-Roth IRA – An IRA that is not a Roth IRA.

Notice Date – The day on which the Company receives, in a form satisfactory to the Company, proof of death and instructions satisfactory to the Company regarding payment of death benefit proceeds.

Owner or You – The natural person who is the beneficial owner of the Contract.

Owner's Election Date – December 1 of the calendar year in which the Owner attains age 70 ½ .

Owner's Year of Death – The calendar year in which the Owner dies.

Plan – A tax-qualified retirement plan or arrangement, including an IRA.

QDRO – A qualified domestic relations order under Code Section 414(p).

Regulation or Reg. – A regulation issued or proposed pursuant to the Code.

Required Beginning Date – April 1 of the calendar year next following the calendar year in which the Owner reaches age 70 ½ . If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, Q&A-1, then the Annuity Start Date shall be treated as the Required Beginning Date in accordance with Reg. § 1.401(a)(9)-6, Q&A-10.

RMD – Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth IRA – An IRA under Code Section 408A.

Separate Share – A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

SEP – A Simplified Employee Pension form of IRA under Code Section 408(k).

SIMPLE IRA – A SIMPLE IRA under Code Section 408(p).

Spouse – The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date – The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date – The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½ .

Spouse's Year of Death – The calendar year in which the Surviving Spouse dies.

Surviving Spouse – The surviving Spouse of a deceased Owner.

B. IRA Provisions

1. The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the exclusive benefit of such Owner and his or her beneficiaries.
2. No benefits under the Contract may be transferred, sold, assigned, borrowed, or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person; except that the Contract may be transferred to a former or separated spouse of the Owner under a divorce or separation instrument described in Code Section 408(d)(6). In the event of such a transfer, the transferee shall be treated for all purposes as the Owner under the Contract.
3. Except in the case of a "rollover" Contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16) or a Contribution made in accordance with the terms of a SEP, the Contributions paid under the Contract must be paid in cash, and for any calendar year after 2007 may not exceed the lesser of the Owner's Compensation for such year or \$5,000. In addition, for years after 2008 the \$5000 limit will be indexed for cost-of-living adjustments under Code Section 219(b)(5)(D) at \$500 increments.
 - (a) For an Owner age 50 or older, the \$5,000 limit is increased by \$1,000.
 - (b) However, for any calendar year in which the Owner has attained age 70 ½ , the total contribution limit is reduced to zero.
 - (c) Despite any limit on contributions, an individual may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.
 - (d) The Owner shall have the sole responsibility for determining whether any Contribution satisfies applicable income tax requirements.

4. If the Contract is issued as part of a SEP, Contributions must be made in accordance with the written terms of the SEP and Code Section 408(k), and must be paid in cash.
5. No Contribution shall be allowed into the Contract under a SIMPLE IRA Plan established by an employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan shall be allowed into the Contract from a SIMPLE IRA prior to the expiration of the 2-year period beginning on the date the individual Owner first participated in that employer's SIMPLE IRA Plan.
6. Any premium or Purchase Payment under the Contract (after the initial payment) is not fixed, but may not be less than any minimum amount stated in the Contract Schedule.
7. Any premium refund declared by the Company under the Contract, other than a refund attributable to an excess Contribution, shall be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the calendar year of the refund.
8. The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental death benefit rules in Code Sections 401(a)(9), 408(a)(6) and 408(b)(3) and the Regulations relating thereto, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section 8 or Code Section 401(a)(9) shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009).

(a) The entire interest under the Contract shall be distributed:

- (i) No later than the Required Beginning Date, or
- (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).

(b) RMDs shall be made in accordance with the Regulations under Code Sections 401(a)(9) and 408(b)(3) and related Code provisions. Accordingly:

- (i) If the Owner has not elected otherwise in writing to the Company by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9), (e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a) or § 1.401(a)(9)-8, Q&A-2), the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes –

(1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9, Q&A-2, in accordance with Reg. § 1.401(a)(9)-5, Q&A-4(a), or

(2) If the Owner's spouse is treated as the sole Designated Beneficiary for the Contract (taking any Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, Q&A-4(b), the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. However, the Owner may arrange to have any portion (or all) of such RMD distributed from another Non-Roth IRA owned by such Owner (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9. If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to the Company), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract or offered by the Company that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a), in accordance with Reg. § 1.401(a)(9)-8, Q&A-2(a)(3). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:
 - (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.
 - (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
 - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3 and Q&A-10(b).
 - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.
 - (c) The Owner or the Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this Rider and applicable income tax requirements.
9. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section 9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section 9 or Code Section 401(a)(9) shall not be permitted.
- (a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 8(a) above, the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 9(c) or (d) below applies.
 - (b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 8(a) above but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraph 9(c) and (d) do not apply), then the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.

- (c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking any Separate Shares into account) as of the Applicable Designation Date, then –
- (i) If no irrevocable written election to the contrary has been filed with the Company by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section 8 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death –
- (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
 - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section 9 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Surviving Spouse's interest in the Contract distributed from another Non-Roth IRA formerly owned by the deceased Owner for which such Surviving Spouse is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.

- (ii) The Surviving Spouse may elect at any time to treat the entire remaining interest in the Contract as an IRA of such Surviving Spouse, if such Surviving Spouse has an unlimited right to withdraw amounts from the Contract and is the sole beneficiary of the Contract, within the meaning of Reg. § 1.408-8, Q&A-5(a). Such an eligible Surviving Spouse shall make such an election by a written request to the Company to redesignate such Surviving Spouse as the Owner and Annuitant of the Contract. Such an eligible Surviving Spouse shall be deemed to have made such an election if either –
- (1) Such Surviving Spouse makes any transfer, rollover or other contribution of any amount for the benefit of such Surviving Spouse into the Contract, or
 - (2) Such Surviving Spouse directs the Company in writing to transfer or rollover any part or all of the assets to which such Surviving Spouse is entitled under the Contract to another IRA owned by such Surviving Spouse or to another Plan for the benefit of such Surviving Spouse, or
 - (3) Any RMD that is required to be distributed from the Contract under this Section 9 or under Code Section 401(a)(9) (e.g., in the case of any amount rolled over or transferred into the Contract from a Plan) is not distributed within the appropriate time.
- (iii) The Surviving Spouse may make an irrevocable election in writing with the Company by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method available under the Contract or offered by the Company that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:

- (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(c)(i) above.
- (d) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract, then –
- (i) To the extent that no irrevocable election to the contrary has been filed with the Company by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting with the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For these purposes –
 - (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
 - (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD amount must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another Non-Roth IRA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.

- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with the Company by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract or offered by the Company that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
 - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(d)(i) above.
- (e) Any amount payable to a minor child of the Owner shall be treated as if it is payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.

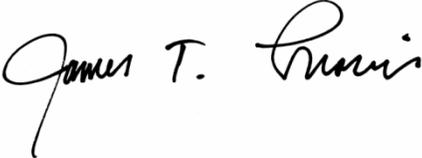
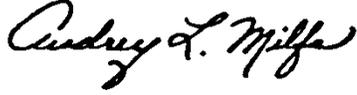
- (f) Unless the Owner has provided to the contrary in writing to the Company (e.g., by selecting a certain annuity option), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to the Company, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).
 - (g) If the Owner dies before the entire interest under the Contract has been distributed, no additional cash Contributions or rollover Contributions shall be allowed into the Contract, except where the Surviving Spouse elects (or is deemed to elect) to convert the Contract to be his or her own IRA, as specified above in this Section 9.
10. The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

C. Tax Qualification Provisions

The Contract as amended by this Rider is intended to qualify as part of a tax-qualified individual retirement arrangement, plan or contract under Code Section 408, and to satisfy the applicable requirements of Code Section 408 and any Regulations relating thereto. To achieve these purposes, the provisions of this Rider and the Contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) are to be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract shall be subject to separate accounting (e.g., for undistributed excess contributions or RMDs, with earnings thereon), subdivision or severance (e.g., into an annuity contract that is subject to Code Section 72(s) provisions) to maintain such a tax qualification (including the favorable tax treatment of the Contract or any distribution thereunder), to the maximum extent possible. The Company reserves the right to amend this Rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto. The Company will send you a copy of any such amendment, and when required by law, the Company will obtain the approval of the appropriate regulatory authority.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY

 Chairman and Chief Executive Officer	 Secretary
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PACIFIC LIFE

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

ROTH INDIVIDUAL RETIREMENT ANNUITY (“ROTH IRA”) RIDER

This Rider is a part of the Contract to which it is attached (the Contract) by Pacific Life Insurance Company (the Company). This Rider expires concurrently with the Contract and is subject to all provisions, definitions, limitations and conditions of the Contract not changed by this Rider.

The Contract is hereby modified as specified below in order to qualify as a Roth Individual Retirement Annuity (Roth IRA) under Code Section 408A.

The provisions of this Rider shall control if they are in conflict with those of the Contract.

A. Definitions

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date – The first day of the first period for which an amount is received as an annuity under the Contract (taking any Separate Shares into account), as provided in Code Section 72(c)(4) and any regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin under the Contract (taking any Separate Shares into account).

Applicable Designation Date – September 30 of the calendar year next following the Owner’s Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period – The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

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

Company – Pacific Life Insurance Company.

Compensation – Wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included the service described in Code Section 1402(c)(6). Compensation does not include amounts derived from or received as earnings and profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as pension or annuity income or as deferred compensation. Compensation shall include any amount includible in the individual’s gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse’s compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a Non-Roth IRA.

Contract or Policy – The attached contract, policy or certificate issued by the Company as a Roth IRA.

Contributions – The Purchase Payments, premiums, rollovers or other contributions received by the Company under the Contract.

Designated Beneficiary or DB – An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

DB Election Date – The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date – December 31 of the calendar year next following the Owner's Year of Death.

Distribution Year – A calendar year for which an RMD is required. The first Distribution Year is the calendar year that contains the DB Required Beginning Date or the Spouse Required Beginning Date, whichever is applicable. Each subsequent calendar year is also a Distribution Year.

IRA – An individual retirement account or individual retirement annuity under Code Section 408.

IRS – Internal Revenue Service.

Life Expectancy – The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Measuring Designated Beneficiary – The Designated Beneficiary as of the DB Required Beginning Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract (taking any Separate Shares into account), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

Non-Roth IRA – An IRA that is not a Roth IRA.

Notice Date – The day on which the Company receives, in a form satisfactory to the Company, proof of death and instructions satisfactory to the Company regarding payment of death benefit proceeds.

Owner or You – The natural person who is the beneficial owner of the Contract.

Owner's Year of Death – The calendar year in which the Owner dies.

Plan – A tax-qualified retirement plan or arrangement, including an IRA.

Qualified Rollover Contribution – A rollover contribution defined in Code Section 408A(e). See Section B.3 below.

QDRO – A qualified domestic relations order under Code Section 414(p).

Regulation or Reg. – A regulation issued or proposed pursuant to the Code.

RMD – Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth IRA – An IRA under Code Section 408A.

Separate Share – A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Section B.6 below.

SEP – A Simplified Employee Pension form of IRA under Code Section 408(k).

SIMPLE IRA – A SIMPLE IRA under Code Section 408(p).

Spouse – The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date – The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date – The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½.

Spouse's Year of Death – The calendar year in which the Surviving Spouse dies.

Surviving Spouse – The surviving Spouse of a deceased Owner.

B. Roth IRA Provisions

1. The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the exclusive benefit of such Owner and his or her beneficiaries.
2. No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person; except that the Contract may be transferred to a former or separated spouse of the Owner under a divorce or separation instrument described in Code Section 408(d)(6). In the event of such a transfer, the transferee shall be treated for all purposes as the Owner under the Contract.
3. (a) **Maximum Permissible Amount.** Except in the case of a Qualified Rollover Contribution (described in paragraph 3(c) below) or a recharacterization (defined in paragraph 3(e) below), no Contribution shall be allowed into the Contract unless it is in cash and for any year after 2007 the total of such Contributions to all the individual Owner's Roth IRAs for such year does not exceed the lesser of the Owner's Compensation for such year or \$5,000. In addition, for years after 2008 the \$5,000 limit will be indexed for cost-of-living adjustments under Code Section 219(b)(5)(D) at \$500 increments.

For an Owner age 50 or older the \$5,000 limit is increased by \$1,000.

Such a Contribution is referred to herein as a "regular contribution." Contributions may be limited under paragraphs 3(b) through (d) below.

- (b) **Regular Contribution Limit.** The maximum regular contribution that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller of the amount determined under subparagraph 3(b)(i) or (ii) below.
 - (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in paragraph 3(f) below) in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range	No Contribution
	<u>Modified AGI</u>		
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted for cost-of-living adjustments under Code Section 408A(c)(3) at \$1,000 increments.

- (ii) If the Owner makes regular contributions to both Roth and Non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular contributions made to the Owner's Non-Roth IRAs for the taxable year (ignoring SIMPLE IRA or SEP contributions pursuant to Code Section 408A(f)(2)).
 - (c) **Qualified Rollover Contribution Limit.** A Qualified Rollover Contribution is defined in Code Section 408A(e), and includes a rollover contribution from another Roth IRA or a rollover contribution of a distribution from an IRA that meets the requirements of Code Section 408(d)(3), except that the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the rollover contribution is from a Non-Roth IRA. For years after 2007, a Qualified Rollover Contribution includes a rollover from a designated Roth account described in Code Section 402A or a rollover from an eligible retirement plan described in Code Section 402(c)(8)(B).
 - (d) **SIMPLE IRA limits.** No Contribution shall be allowed into the Contract under a SIMPLE IRA Plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan shall be allowed into the Contract from a SIMPLE IRA prior to the expiration of the 2-year period beginning on the date the individual Owner first participated in that employer's SIMPLE IRA Plan.
 - (e) **Recharacterization.** A regular contribution to a Non-Roth IRA may be recharacterized pursuant to Reg. § 1.408A-5 as a regular contribution to this Roth IRA, subject to the limits in paragraph 3(b) above.
 - (f) **Modified AGI.** For purposes of paragraphs 3(b) and (c) above, an Owner's modified AGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
 - (g) Despite any limit on contributions, an individual may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.
 - (h) The Owner shall have the sole responsibility for determining whether any contribution satisfies applicable income tax requirements.
4. Any premium or Purchase Payment under the Contract (after the initial payment) is not fixed, but may not be less than any minimum amount stated in the Contract Schedule.
 5. Any premium refund declared by the Company under the Contract, other than a refund attributable to an excess contribution, shall be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the calendar year of the refund.

6. Upon the Owner's death, the Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental death benefit rules in Code Sections 401(a)(9), 408(a)(6) and 408(b)(3), as modified by Code Section 408A(c)(5), and in the Regulations relating thereto, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section 6 or Code Section 401(a)(9) shall not be permitted. In addition, each Owner's beneficiary shall have the sole responsibility for requesting or arranging for distributions from his interest that comply with this Rider and applicable income tax requirements. No amount is required to be distributed prior to the Owner's death. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):

(a) Upon the Owner's death, the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 6(b) or (c) below applies.

(b) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking any Separate Shares into account) as of the Applicable Designation Date, then –

(i) If no irrevocable written election to the contrary has been filed with the Company by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be distributed over the Surviving Spouse's remaining Life Expectancy (by December 31 of each subsequent Distribution Year). The RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death -

(1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and

(2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section 6 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Surviving Spouse's interest in the Contract distributed from another Roth IRA formerly owned by such deceased Owner for which such Surviving Spouse is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.

(ii) The Surviving Spouse may elect at any time to treat the entire remaining interest in the Contract as a Roth IRA of such Surviving Spouse, if such Surviving Spouse has an unlimited right to withdraw amounts from the Contract and is the sole beneficiary of the Contract, within the meaning of Reg. § 1.408-8, Q&A-5(a). Such an eligible Surviving Spouse shall make such an election by a written request to the Company to redesignate such Surviving Spouse as the Owner and Annuitant of the Contract. Such an eligible Surviving Spouse shall be deemed to have made such an election if either –

- (1) Such Surviving Spouse makes any transfer, rollover or other contribution of any amount for the benefit of such Surviving Spouse into the Contract, or
 - (2) Such Surviving Spouse directs the Company in writing to transfer or rollover any part or all of the assets to which such Surviving Spouse is entitled under the Contract to another Roth IRA owned by such Surviving Spouse, or
 - (3) Any RMD that is required to be distributed from the Contract under this Section 6 or under Code Section 401(a)(9) (e.g., in the case of any amount rolled over or transferred into the Contract from a Plan) is not distributed within the appropriate time.
- (iii) The Surviving Spouse may make an irrevocable election in writing with the Company by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method available under the Contract or offered by the Company that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 6(a) above, such optional methods include the following:
- (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the remaining Life Expectancy of such Surviving Spouse.
- (c) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract, then –
- (i) To the extent that no irrevocable election to the contrary has been filed with the Company by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting with the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 6(b)(i) above) by the Applicable Distribution Period. For these purposes –
 - (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
 - (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

Such RMD amount must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another Roth IRA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.

- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with the Company by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract or offered by the Company that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 6(a) above, such optional methods include the following:

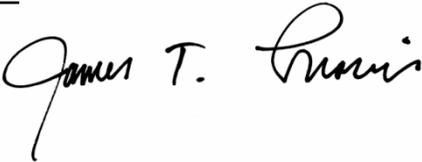
- (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the remaining Life Expectancy of the Measuring Designated Beneficiary.
- (d) Any amount payable to a minor child of the Owner shall be treated as if it is payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.
- (e) Unless the Owner has provided to the contrary in writing to the Company (e.g., by selecting a certain annuity option), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to the Company, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).
- (f) If the Owner dies before the entire interest under the Contract has been distributed, no additional cash Contributions or rollover Contributions shall be allowed into the Contract, except where the Surviving Spouse elects (or is deemed to elect) to convert the Contract to be his or her own Roth IRA, as specified above in this Section 6.
7. The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

C. Tax Qualification Provisions

The Contract as amended by this Rider is intended to qualify as part of a tax-qualified Roth IRA arrangement, plan or contract under Code Section 408A, and to satisfy the applicable requirements of Code Section 408A and any Regulations relating thereto. To achieve these purposes, the provisions of this Rider and the Contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) are to be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract shall be subject to separate accounting (e.g., for undistributed excess contributions or RMDs, with earnings thereon), subdivision or severance (e.g., into an annuity contract that is subject to Code Section 72(s) provisions) to maintain such a tax qualification (including the favorable tax treatment of the Contract or any distribution thereunder), to the maximum extent possible. The Company reserves the right to amend this Rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto. The Company will send you a copy of any such amendment, and when required by law, the Company will obtain the approval of the appropriate regulatory authority.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY

	
Chairman and Chief Executive Officer	Secretary

SERFF Tracking Number: PACL-126725200 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 46283
 Company Tracking Number: SPIA 30-1181
 TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable
 Product Name: Individual Single Premium Immediate Fixed Annuity Contract
 Project Name/Number: Individual Single Premium Immediate Fixed Annuity Contract/30-1181

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR 1181 READ CERT.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability Comments: Attachment: Generic SOV.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certification Comments: Attachment: AR 1181 CERTS.pdf		

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

STATE OF ARKANSAS

CERTIFICATION OF READABILITY

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

Form Number	Score
30-1181 & 25-1181	50.8



Company Officer

Nancy A. Hill

Name

Assistant Vice President, Compliance

Title

7/21/10

Date

Contact Person:

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

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
30-1181	Individual Single Premium Immediate Fixed Annuity Contract
25-1181	Individual Single Premium Immediate Fixed Annuity Application
20-1183	Individual Retirement Annuity ("IRA") Rider
20-1184	Roth Individual Retirement Annuity ("ROTH IRA") Rider

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced contract, application, and rider forms. Any changes within these areas will be administered in accordance with the requirements in your jurisdiction.

Individual Single Premium Immediate Fixed Annuity Contract Form No. 30-1181

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
Cover and Back Page	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
Cover	Right to Cancel [20] days	The standard right to cancel period is 20 days in non-replacement situations. In replacement situations, this period will reflect 30 days or, if this time period is changed by your jurisdiction, the appropriate time period will be shown.
Cover	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.
2	Service Center address	Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown.
2	Toll-Free Numbers and Hours of Operation	Current toll-free numbers and hours of information are shown. Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
3	Contract Number, Contract Date, Contract Type, Purchase Payment, Primary Owner, Joint Owner, Annuity Payment, Annuity Date, Annuitant, Annuitant's Age, Annuitant's Sex, Joint Annuitant, Joint Annuitant's Age, Joint Annuitant's Sex	Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application.
3	Annuity Option	The annuity option elected by the owner at the time of application will be displayed. Only one annuity option can be chosen per contract. The current annuity options available for election under the contract are: [Life Only Life with Period Certain Life with Cash Refund Joint Life Joint Life with Period Certain Joint Life with Cash Refund Joint and Survivor Life Only Joint and Survivor Life with Period Certain Joint and Survivor Life with Cash Refund Period Certain]]
3	Annuity Frequency	The modal elected at the time of application in which the frequency of the annuity payment will be made. The mode elected can be: [Monthly, Quarterly, Semiannually or Annually].
3	[Guaranteed Period]	This field will only appear if the chosen Annuity Option is a period certain annuity form.
3	[10 Years]	This field will only appear if the chosen Annuity Option is a period certain annuity form and will reflect the guaranteed period elected at the time of application. The current specified guaranteed periods available for selection are: [5 Years – 30 Years] in whole years only.

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
3	Annuity Option Description	<p>The description of the Annuity Option elected will be displayed. The current annuity option descriptions are:</p> <p>Life Only – [The Annuity Payment is made during the Annuitant’s lifetime. Payments stop when the Annuitant dies.]</p> <p>Life with Period Certain – [The Annuity Payment is made for a Guaranteed Period, as reflected on this page, and thereafter as long as the Annuitant lives. If the Annuitant dies before the guaranteed payments are completed, in lieu of receiving the remaining periodic payments, an election can be made to receive the present value of the remaining guaranteed Annuity Payments in a single sum. If the Annuitant dies after all of the guaranteed payments have been made, payments will stop.]</p> <p>Life with Cash Refund – [The Annuity Payment is made during the Annuitant’s lifetime. If the Annuitant dies before the total of all Annuity Payments made equal the Purchase Payment, an amount equal to the Purchase Payment, less total Annuity Payments made under the Contract, will be made in a single sum.]</p> <p>Joint Life Only – [The Annuity Payment is made as long as either the Annuitant or Joint Annuitant lives. After the death of the first Annuitant, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made during the lifetime of the surviving Annuitant. Payments stop when both Annuitants have died.]</p> <p>Joint Life with Period Certain – [The Annuity Payment is made for a Guaranteed Period, as reflected on this page, and thereafter for as long as either Annuitant lives. Upon the later of the first Annuitant’s death or the end of the specified period, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made during the lifetime of the last surviving Annuitant. If both Annuitants die before the guaranteed payments are completed, in lieu of receiving the remaining periodic payments, an election can be made to receive the present value of the remaining Annuity Payments in a single sum. Once all the payments under the specified period have been made, payments stop when the last surviving Annuitant dies.]</p> <p>Joint Life with Cash Refund – [The Annuity Payment is made as long as either Annuitant lives. After the death of the first Annuitant, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made during the lifetime of the surviving Annuitant. If both Annuitants die before the total of all Annuity Payments made under the Contract equal the Purchase Payment, an amount equal to the Purchase Payment, less total Annuity Payments made under the Contract, will be made in a single sum.]</p> <p>Joint and Survivor Life Only – [The Annuity Payment is made during the lifetime of the Annuitant. If the Annuitant dies before the Joint Annuitant, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made as long as the Joint Annuitant lives. Payments stop when both Annuitants have died.]</p> <p>Joint and Survivor Life with Period Certain – [The Annuity Payment is made for a Guaranteed Period, as reflected on this page, and thereafter for as long as the Annuitant lives. Upon the later of the Annuitant’s death or the end of the specified period, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made during the lifetime of the Joint Annuitant, provided the Joint Annuitant survives the Annuitant. If both Annuitants die before the guaranteed payments are completed, in lieu of receiving the remaining periodic payments, an election can be made to receive the present value of the remaining guaranteed Annuity Payments in a single sum.]</p> <p>Joint and Survivor Life with Cash Refund – [The Annuity Payment is made during the lifetime of the Annuitant. If the Annuitant dies before the Joint Annuitant, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made as long as the Joint Annuitant lives. If both Annuitants die before the total of all Annuity Payments made under the Contract equal the Purchase Payment, an amount equal to the Purchase Payment, less total Annuity Payments made under the Contract, will be made in a single sum.]</p> <p>Period Certain – [The Annuity Payment is made for a Guaranteed Period as reflected on this page. If the Annuitant dies before the guaranteed payments are completed, in lieu of receiving the remaining periodic payments, an election can be made to receive the present value of the remaining guaranteed Annuity Payments in a single sum.]</p>
3	[Survivor Annuity Percentage]	This field will only appear if a joint life annuity option is chosen.
3	[50%]	<p>This field will only appear if a survivor annuity option is chosen and will reflect the annuity payment reduction percentage chosen at the time of application. The current annuity payment reduction percentages available are:</p> <p>[50%, 67% or 75%].</p> <p>If no election for an annuity payment reduction is made, this field will reflect 100%.</p>

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
3	[Inflation Protection]	This field will only appear if the inflation protection feature is chosen at the time of application.
3	[We will increase your Annuity Payment by [3%] compounded annually starting on the first anniversary of your Annuity Date and continuing on each annual Annuity Date anniversary thereafter. The increase will be based on the Annuity Payment in effect on the applicable Annuity Date anniversary.]	This text will only appear if the inflation protection feature is chosen at the time of application. The percentage that will be shown for the annuity payment increase is chosen at the time of application and will reflect either [2%, 3% or 4%].
3	[Future Adjustment Option Effective Date]	This field will only appear if the future adjustment option feature is chosen at the time of application.
3	[*This is the date you selected at the time of application upon which the change in the amount of your Annuity Payment takes effect.]	This text will only appear if the future adjustment option feature is chosen at the time of application.
3	[Future Adjustment Option]:	This field will only appear if the future adjustment option feature is chosen at the time of application.
3	Percentage amount for the Future Adjustment Option increase or decrease	The percentage amount elected will be displayed. The current percentage amount options available for election are: For payment increase: [50%, 100%, 150%, 200%, 250%, or 300%] For payment decrease: [10%, 20%, 30%, 40%, or 50%].
3	[**This is the one-time [[increase]/[decrease] of your Annuity Payment. The [increase/decrease] percentage will be applied to your Annuity Payment and the adjusted Annuity Payment will become effective on the Future Adjustment Option Effective Date and will remain in effect for the remainder of the Contract.]	This text will only appear if the future adjustment option feature is chosen at the time of application. In addition, either "increase" or "decrease" will be displayed depending on the election made.
3A	[THIS PAGE LEFT INTENTIONALLY BLANK]	This text will appear as the only additional text on the page if an annuity option without guaranteed payments is elected. Otherwise, the Commutation Data provisions will appear.
3A	Commutation Data	This entire section will only appear if an annuity option with guaranteed payments is elected.
3A	Minimum Commutation Amount	The range is between \$1,000 - \$10,000
3A	Minimum Annuity Payment	The range is between \$250 - \$1,000
3A	Rate Adjustment Percentage	Either 0.50% or .075%, but not both, will be displayed per contract. The percentage displayed depends on the Annuity Option selected.

Variable Annuity Application Form No. 25-1181

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Product Name	The name of the Product applied for will be displayed. The current product name is Pacific Income Provider.
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1-6	Barcode and revision date.	Revised barcodes and revision dates may be added to the application in the future.
2	Section 6. Contract Type. [Non-Qualified, IRA, Roth IRA]	The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.
2	Section 6. Contract Type. [1 For trust-owned contracts, complete Trustee Certification and Disclosure form. 2 For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. 3 For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification.]	The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time.
3	Section 7. Purchase Payment. [Make check payable to Pacific Life Insurance Company]	For certain distribution channels, the text may be deleted as being inapplicable for that distribution channel.
4	Section 11. Optional Annuity Features.	The current optional features that are available with the contract. These features may be deleted in the future depending on distribution channel. If no features are available, the following text will be displayed in this section: "NOTE: There are no Optional Annuity Features available with this contract."
5	Section 14. Fraud Notice	The fraud notices may change in the future due to changes in applicable state laws, rules or guidelines.

6	Section 16. Registered Representative's/Producer Statement: Option Box – A & B	The commission schedules available under the Contract in which the Registered Representative/Producer can choose from are displayed here. If there are no commission Schedules available under the Contract, this box will not appear. We have bracketed the Commission options A & B to allow for future additions or deletions within the stated options, i.e, Each option will either appear or not appear. The range of commission options is A, B, C, D, E, F, and G.
6	Regular Mail and Express Mail Delivery Addresses	Current addresses are shown. In the event of a change in the company's mailing addresses, the new addresses will be shown. For certain distribution channels, this text will not appear.

Individual Retirement Annuity ("IRA") Rider Form No. 20-1183

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
9	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.

Roth Individual Retirement Annuity ("ROTH IRA") Rider Form No. 20-1184

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
7	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.

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

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number</u>	<u>Form Description</u>
30-1181	Individual Single Premium Immediate Fixed Annuity Contract
25-1181	Individual Single Premium Immediate Fixed Annuity Application
20-1183	Individual Retirement Annuity Rider
20-1184	Roth Individual Retirement Annuity Rider

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



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

7/21/10

Date

Contact Person:

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

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

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number</u>	<u>Form Description</u>
30-1181	Individual Single Premium Immediate Fixed Annuity Contract
25-1181	Individual Single Premium Immediate Fixed Annuity Application
20-1183	Individual Retirement Annuity Rider
20-1184	Roth Individual Retirement Annuity Rider

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



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

7/21/10
Date

Contact Person:

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

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 30-1181

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



Company Officer

Jeffrey A Jolley, FSA, MAAA
Name

Vice President & Chief Actuary
Title

7/21/10
Date

Contact Person:

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

SERFF Tracking Number: PACL-126725200 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 46283
 Company Tracking Number: SPIA 30-1181
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Individual Single Premium Immediate Fixed Annuity Contract
 Project Name/Number: Individual Single Premium Immediate Fixed Annuity Contract/30-1181

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/21/2010	Supporting	Statement of Variability Document	07/22/2010	Generic SOV.pdf (Superseded)

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
30-1181	Individual Single Premium Immediate Fixed Annuity Contract
25-1181	Individual Single Premium Immediate Fixed Annuity Application
20-1183	Individual Retirement Annuity ("IRA") Rider
20-1184	Roth Individual Retirement Annuity ("ROTH IRA") Rider

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced contract, application, and rider forms. Any changes within these areas will be administered in accordance with the requirements in your jurisdiction.

Individual Single Premium Immediate Fixed Annuity Contract Form No. 30-1181

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
Cover and Back Page	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
Cover	Right to Cancel [20] days	The standard right to cancel period is 20 days in non-replacement situations. In replacement situations, this period will reflect 30 days or, if this time period is changed by your jurisdiction, the appropriate time period will be shown.
Cover	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.
2	Service Center address	Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown.
2	Toll-Free Numbers and Hours of Operation	Current toll-free numbers and hours of information are shown. Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
3	Contract Number, Contract Date, Contract Type, Purchase Payment, Primary Owner, Joint Owner, Annuity Payment, Annuity Date, Annuitant, Annuitant's Age, Annuitant's Sex, Joint Annuitant, Joint Annuitant's Age, Joint Annuitant's Sex	Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application.
3	Annuity Option	The annuity option elected by the owner at the time of application will be displayed. Only one annuity option can be chosen per contract. The current annuity options available for election under the contract are: [Life Only Life with Period Certain Life with Cash Refund Joint Life Joint Life with Period Certain Joint Life with Cash Refund Joint and Survivor Life Only Joint and Survivor Life with Period Certain Joint and Survivor Life with Cash Refund Period Certain]]
3	Annuity Frequency	The modal elected at the time of application in which the frequency of the annuity payment will be made. The mode elected can be: [Monthly, Quarterly, Semiannually or Annually].
3	[Guaranteed Period]	This field will only appear if the chosen Annuity Option is a period certain annuity form.
3	[10 Years]	This field will only appear if the chosen Annuity Option is a period certain annuity form and will reflect the guaranteed period elected at the time of application. The current specified guaranteed periods available for selection are: [5 Years – 30 Years] in whole years only.

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
3	Annuity Option Description	<p>The description of the Annuity Option elected will be displayed. The current annuity option descriptions are:</p> <p>Life Only – [The Annuity Payment is made during the Annuitant’s lifetime. Payments stop when the Annuitant dies.]</p> <p>Life with Period Certain – [The Annuity Payment is made for a Guaranteed Period, as reflected on this page, and thereafter as long as the Annuitant lives. If the Annuitant dies before the guaranteed payments are completed, in lieu of receiving the remaining periodic payments, an election can be made to receive the present value of the remaining guaranteed Annuity Payments in a single sum. If the Annuitant dies after all of the guaranteed payments have been made, payments will stop.]</p> <p>Life with Cash Refund – [The Annuity Payment is made during the Annuitant’s lifetime. If the Annuitant dies before the total of all Annuity Payments made equal the Purchase Payment, an amount equal to the Purchase Payment, less total Annuity Payments made under the Contract, will be made in a single sum.]</p> <p>Joint Life Only – [The Annuity Payment is made as long as either the Annuitant or Joint Annuitant lives. After the death of the first Annuitant, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made during the lifetime of the surviving Annuitant. Payments stop when both Annuitants have died.]</p> <p>Joint Life with Period Certain – [The Annuity Payment is made for a Guaranteed Period, as reflected on this page, and thereafter for as long as either Annuitant lives. Upon the later of the first Annuitant’s death or the end of the specified period, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made during the lifetime of the last surviving Annuitant. If both Annuitants die before the guaranteed payments are completed, in lieu of receiving the remaining periodic payments, an election can be made to receive the present value of the remaining Annuity Payments in a single sum. Once all the payments under the specified period have been made, payments stop when the last surviving Annuitant dies.]</p> <p>Joint Life with Cash Refund – [The Annuity Payment is made as long as either Annuitant lives. After the death of the first Annuitant, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made during the lifetime of the surviving Annuitant. If both Annuitants die before the total of all Annuity Payments made under the Contract equal the Purchase Payment, an amount equal to the Purchase Payment, less total Annuity Payments made under the Contract, will be made in a single sum.]</p> <p>Joint and Survivor Life Only – [The Annuity Payment is made during the lifetime of the Annuitant. If the Annuitant dies before the Joint Annuitant, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made as long as the Joint Annuitant lives. Payments stop when both Annuitants have died.]</p> <p>Joint and Survivor Life with Period Certain – [The Annuity Payment is made for a Guaranteed Period, as reflected on this page, and thereafter for as long as the Annuitant lives. Upon the later of the Annuitant’s death or the end of the specified period, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made during the lifetime of the Joint Annuitant, provided the Joint Annuitant survives the Annuitant. If both Annuitants die before the guaranteed payments are completed, in lieu of receiving the remaining periodic payments, an election can be made to receive the present value of the remaining guaranteed Annuity Payments in a single sum.]</p> <p>Joint and Survivor Life with Cash Refund – [The Annuity Payment is made during the lifetime of the Annuitant. If the Annuitant dies before the Joint Annuitant, a percentage of the Annuity Payment, designated as the Survivor Annuity Percentage on this page, will be made as long as the Joint Annuitant lives. If both Annuitants die before the total of all Annuity Payments made under the Contract equal the Purchase Payment, an amount equal to the Purchase Payment, less total Annuity Payments made under the Contract, will be made in a single sum.]</p> <p>Period Certain – [The Annuity Payment is made for a Guaranteed Period as reflected on this page. If the Annuitant dies before the guaranteed payments are completed, in lieu of receiving the remaining periodic payments, an election can be made to receive the present value of the remaining guaranteed Annuity Payments in a single sum.]</p>
3	[Survivor Annuity Percentage]	This field will only appear if a joint life annuity option is chosen.
3	[50%]	<p>This field will only appear if a survivor annuity option is chosen and will reflect the annuity payment reduction percentage chosen at the time of application. The current annuity payment reduction percentages available are:</p> <p>[50%, 67% or 75%].</p> <p>If no election for an annuity payment reduction is made, this field will reflect 100%.</p>

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
3	[Inflation Protection]	This field will only appear if the inflation protection feature is chosen at the time of application.
3	[We will increase your Annuity Payment by [3%] compounded annually starting on the first anniversary of your Annuity Date and continuing on each annual Annuity Date anniversary thereafter. The increase will be based on the Annuity Payment in effect on the applicable Annuity Date anniversary.]	This text will only appear if the inflation protection feature is chosen at the time of application. The percentage that will be shown for the annuity payment increase is chosen at the time of application and will reflect either [2%, 3% or 4%].
3	[Future Adjustment Option Effective Date]	This field will only appear if the future adjustment option feature is chosen at the time of application.
3	[*This is the date you selected at the time of application upon which the change in the amount of your Annuity Payment takes effect.]	This text will only appear if the future adjustment option feature is chosen at the time of application.
3	[Future Adjustment Option]:	This field will only appear if the future adjustment option feature is chosen at the time of application.
3	Percentage amount for the Future Adjustment Option increase or decrease	The percentage amount elected will be displayed. The current percentage amount options available for election are: For payment increase: [50%, 100%, 150%, 200%, 250%, or 300%] For payment decrease: [10%, 20%, 30%, 40%, or 50%].
3	[**This is the one-time [[increase]/[decrease] of your Annuity Payment. The [increase/decrease] percentage will be applied to your Annuity Payment and the adjusted Annuity Payment will become effective on the Future Adjustment Option Effective Date and will remain in effect for the remainder of the Contract.]	This text will only appear if the future adjustment option feature is chosen at the time of application. In addition, either "increase" or "decrease" will be displayed depending on the election made.
3A	[THIS PAGE LEFT INTENTIONALLY BLANK]	This text will appear as the only additional text on the page if an annuity option without guaranteed payments is elected. Otherwise, the Commutation Data provisions will appear.
3A	Commutation Data	This entire section will only appear if an annuity option with guaranteed payments is elected.
3A	Minimum Commutation Amount	The range is between \$1,000 - \$10,000
3A	Minimum Annuity Payment	The range is between \$250 - \$1,000
3A	Rate Adjustment Percentage	Either 0.50% or .075%, but not both, will be displayed per contract. The percentage displayed depends on the Annuity Option selected.

Variable Annuity Application Form No. 25-1181

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Product Name	The name of the Product applied for will be displayed. The current product name is Pacific Income Provider.
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1-6	Barcode and revision date.	Revised barcodes and revision dates may be added to the application in the future.
2	Section 6. Contract Type. [Non-Qualified, IRA, Roth IRA]	The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.
2	Section 6. Contract Type. [1 For trust-owned contracts, complete Trustee Certification and Disclosure form. 2 For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. 3 For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification.]	The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time.
3	Section 7. Purchase Payment. [Make check payable to Pacific Life Insurance Company]	For certain distribution channels, the text may be deleted as being inapplicable for that distribution channel.
4	Section 11. Optional Annuity Features.	The current optional features that are available with the contract. These features may be deleted in the future depending on distribution channel. If no features are available, the following text will be displayed in this section: "NOTE: There are no Optional Annuity Features available with this contract."
6	Section 16. Registered Representative's/Producer Statement:	The commission schedules available under the Contract in which the Registered Representative/Producer can choose from are displayed here. If there are no commission

	Option Box – A & B	Schedules available under the Contract, this box will not appear. We have bracketed the Commission options A & B to allow for future additions or deletions within the stated options, i.e. Each option will either appear or not appear. The range of commission options is A, B, C, D, E, F, and G.
6	Regular Mail and Express Mail Delivery Addresses	Current addresses are shown. In the event of a change in the company's mailing addresses, the new addresses will be shown. For certain distribution channels, this text will not appear.

Individual Retirement Annuity (“IRA”) Rider Form No. 20-1183

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
9	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.

Roth Individual Retirement Annuity (“ROTH IRA”) Rider Form No. 20-1184

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
7	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.