

SERFF Tracking Number: PALD-126709451 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 46144  
Company Tracking Number: P10MTG  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: P10MTG and P10MTS  
Project Name/Number: Temporary Insurance Agreement/P10MTG

## Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: P10MTG and P10MTS

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: PALD-126709451 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 46144

Co Tr Num: P10MTG

State Status: Approved-Closed

Author: Jill Dease

Reviewer(s): Linda Bird

Date Submitted: 07/07/2010

Disposition Date: 07/08/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: 08/01/2010

Implementation Date:

State Filing Description:

## General Information

Project Name: Temporary Insurance Agreement

Project Number: P10MTG

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/08/2010

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 07/08/2010

Created By: Jill Dease

Corresponding Filing Tracking Number:  
P10MTG

Deemer Date:

Submitted By: Jill Dease

Filing Description:

Re: Form P10MTG, Multilife Temporary Insurance Agreement, Guaranteed Issue

Form P10MTS, Multilife Temporary Insurance Agreement, Simplified Issue

We are submitting the above referenced individual (non-group) life insurance forms in final print for your approval. These are new forms which do not replace any previously approved forms. This filing is being submitted in Nebraska, our state of domicile, as well as in all other states where Pacific Life is licensed, and where such filing is required. These are Temporary Insurance Agreements (TIAs) to provide for interim coverage during the underwriting process, and have been modified from earlier versions of these TIAs to accommodate a recently filed term life policy that pays the

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death benefit as a monthly income, rather than as a lump sum. The policy that the TIAs have been re-designed to accommodate is:

Policy P10IRT, approved 12/01/09.

The following pertain to this submission:

- Issue Ages depend on the product that the TIA is used with.
- Any required certification forms are included.
- Actuarial Memorandum is not included because the TIAs only provide interim coverage, and the interim coverage does not change the actuarial memorandums of the products that the TIAs will be used with.
- The forms satisfy any readability requirements, with Flesch scores of 51.2 and 50.0, respectively.
- The forms will be marketed through licensed producers.
- The target release is 8/1/10, or upon approval.
- The forms will not be used primarily with an application, as they are stand-alone forms.
- If a filing fee is required, it is handled in the usual manner.
- For those states that have adopted the NAIC Model Illustration Regulation, please note that this filing is exempt from the requirements of the regulation (Illustrations Actuary's Certification, etc.) since the referenced forms are for TIAs, not illustrated policies.

To the best of my knowledge and belief this filing complies with the laws and regulations of your state. If you would like to discuss any aspect of this filing, please feel free to contact me at (800) 800-6416, extension 7081.

Sincerely,

Jill Dease  
Senior Compliance Analyst, Product Compliance, Life Division

## Company and Contact

### Filing Contact Information

Jill Dease, Compliance Analyst Jill.Klinger@pacificlifec.com  
45 Enterprise Drive 949-420-7081 [Phone]  
Aliso Viejo, CA 92656 949-420-7424 [FAX]

### Filing Company Information

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

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$40.00  
 Retaliatory? No  
 Fee Explanation: \$20.00 per form (no policy is being filed)

2 forms @ \$20 = \$40.00

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$40.00	07/07/2010	37785543
Pacific Life Insurance Company	\$60.00	07/08/2010	37821561

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/08/2010	07/08/2010

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/07/2010	07/07/2010	Jill Dease	07/07/2010	07/08/2010

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## Disposition

Disposition Date: 07/08/2010

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		Yes
Form	Multilife Temporary Insurance Agreement, Guaranteed Issue		Yes
Form	Multilife Temporary Insurance Agreement, Simplified Issue		Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 07/07/2010  
Submitted Date 07/07/2010  
Respond By Date 08/09/2010

Dear Jill Dease,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$60.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 07/07/2010  
Submitted Date 07/08/2010

Dear Linda Bird,

### Comments:

Thank you for your review of this filing.

### Response 1

Comments: I apologize for this error. I returned from a 5 month maternity leave yesterday and have noticed I am a bit rusty after my time away. I have submitted the additional \$60 and have updated my notes to remind me of this change.

### Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$60.00 is received.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your time.

Sincerely,  
Jill Dease

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## Form Schedule

### Lead Form Number: P10MTG

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P10MTG	Policy/Cont	Multilife Temporary ract/Fratern Insurance al Agreement, Certificate Guaranteed Issue	Initial		51.200	P10MTG.pdf
	P10MTS	Policy/Cont	Multilife Temporary ract/Fratern Insurance al Agreement, Certificate Simplified Issue	Initial		50.000	P10MTS.pdf

**PACIFIC LIFE INSURANCE COMPANY**

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

**PACIFIC LIFE**

## MULTILIFE TEMPORARY INSURANCE AGREEMENT GUARANTEED ISSUE

Employer/Sponsor's Name

**Multilife Temporary Insurance Agreement** – This Temporary Insurance Agreement (“Agreement”) is between Pacific Life Insurance Company (“PLIC”) and the Employer/Sponsor named above (the “Company”). Each person whose life is proposed to be insured under this Agreement (“Proposed Insured”) is named on the census attached to this Agreement (the “Census”), which also shows insurance information pertinent to each Proposed Insured.

**Agreement Effective & Termination Dates** – This Agreement is effective as of the date PLIC receives and accepts this form and the Conditions for Temporary Insurance have been satisfied with respect to at least one Proposed Insured. Even though this Agreement may be in effect, no insurance coverage is provided for a proposed insured until that proposed insured has satisfied the Conditions for Temporary Insurance, as described below.

This Agreement will end on the earliest of:

1. The date when there are no longer any Proposed Insureds covered under it;
2. 365 days from the Agreement Effective Date; or
3. When either the Company or PLIC provides written notice to the other party of their election to terminate the Agreement.

**Coverage Effective Date For Each Proposed Insured** – The “Coverage Effective Date” applies separately for each Proposed Insured and is the date when each of the Conditions For Temporary Insurance coverage (“Temporary Insurance”) have been satisfied for that Proposed Insured.

**Conditions For Temporary Insurance** – PLIC will provide Temporary Insurance under this Agreement for a Proposed Insured provided that each of the following conditions is satisfied with respect to that Proposed Insured:

1. The Company must have accepted this Agreement by providing the required signatures at the end of this Agreement and by remitting to PLIC a premium at least equal to the temporary insurance premium for such Proposed Insured as shown on the Census (“Temporary Insurance Premium”);
2. PLIC must have received the Proposed Insured’s signed Insurance Consent within 90 days of the Agreement Effective Date. Insurance Consent is either (a) a completed Consent To Insure form or (b) a completed individual PLIC application for life insurance on the Proposed Insured; and
3. The Proposed Insured must be “Actively At Work” as of the Coverage Effective Date, meaning that such person: a) has been at work at least 30 hours per week in a normal capacity, and b) has not been hospitalized or absent from work due to illness or accident more than a total of three days in the preceding three months.

In the event that any of the Conditions for Temporary Insurance are not satisfied with respect to any particular Proposed Insured, no coverage on the life of such person is provided under this Agreement. The Company is responsible for notifying PLIC if a Proposed Insured informs the Company that he or she will not provide Insurance Consent or any other forms required under this Agreement. PLIC will refund any Temporary Insurance Premium identified on the Census as being associated with any person who has not satisfied any of the Conditions for Temporary Insurance identified above.

Upon receipt and acceptance of this Agreement, PLIC will provide written confirmation of 1) the Agreement Effective Date and 2) the Proposed Insureds covered under the Agreement.

**Temporary Insurance Amount** – PLIC agrees to provide a death benefit equal to the Temporary Insurance Amount for any particular Proposed Insured, if such person dies while Temporary Insurance is in effect for that person. The Temporary Insurance Amount for each Proposed Insured provided under this Agreement is shown on the attached Census as the “Temporary Insurance Agreement Face Amount,” provided, however, that the Temporary Insurance Amount for any Proposed Insured under this Agreement will not exceed \$3,000,000\* regardless of the amount shown on the Census.

*\*For Monthly Benefit Term Life Insurance only, the coverage for any Proposed Insured under this Agreement is limited to the lesser of the Monthly Benefit applied for with respect to that Proposed Insured or a Monthly Benefit of \$15,000.*

**Date Coverage Ends For Each Proposed Insured** – Temporary Insurance with respect to any Proposed Insured ends on the earliest of:

1. The date that PLIC mails notice to the Company that PLIC declines to provide Temporary Insurance for the Proposed Insured or that PLIC declines the Company’s application for life insurance on such Proposed Insured;
2. The date that a policy of life insurance (“Policy”) on the Proposed Insured that has been applied for in connection with this Agreement is delivered to the Company; or
3. 365 days from the Agreement Effective Date.

If and when a Policy on the life of a Proposed Insured becomes effective, it will replace any Temporary Insurance on the life of that Proposed Insured under this Agreement.



# MULTILIFE TEMPORARY INSURANCE AGREEMENT GUARANTEED ISSUE



**Limitation on Temporary Insurance** – There shall be no death benefits payable on Temporary Insurance under this Agreement with respect to a Proposed Insured if:

1. Death of the Proposed Insured is caused by suicide or intentionally self-inflicted injury;
2. There is a material misrepresentation concerning the Proposed Insured on the Census, Consent to Insure form, application, or any other document required by PLIC in connection with this Agreement; or
3. The Proposed Insured is over the age of 65.

If the Temporary Insurance death benefit is limited, as described in this provision, the only Temporary Insurance that PLIC will pay under this Agreement with respect to that Proposed Insured shall be a refund of the Temporary Insurance Premium paid for such person. Any such refund shall be paid to the Company.

**Policy Date** – If a Policy is issued on any Proposed Insured, the Company may request that the Policy Date be any date allowed under applicable law.

**Charge for Temporary Insurance** – The Census shows the monthly Charge for Temporary Insurance for each Proposed Insured. Any Temporary Insurance Premium received will be applied to the first premium due on the policies issued in connection with this Agreement; however, there may be a charge for Temporary Insurance coverage. Such charge will not exceed the monthly Charge for Temporary Insurance, as shown on the Census, multiplied by the number of whole months that Temporary Insurance is provided under this Agreement.

**Beneficiary** – Unless otherwise stated, any Temporary Insurance that may become payable under this Agreement shall be payable to the Company, or to a beneficiary named by the Company in written communication to PLIC.

**Tax Disclaimer** – PLIC makes no representations or warranties concerning the treatment of this Agreement or any Policy under federal, state or local tax law. The Company agrees to seek and rely on the advice of its own tax advisors.

**Amendments** – Only PLIC's Chief Executive Officer, Secretary, or a designated officer of the company is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

## SIGNATURES

If you are signing on behalf of an entity, you represent that you are authorized to execute this document and make the statements that may be shown. You further represent that all requirements of those entities, including the use of any seal (in the case of a Corporation) and any authorized signatures (in the case of a Corporation and/or Trust), have been met.

Signed and Dated by the Employer/Sponsor in: \_\_\_\_\_  
City State Date (mm/dd/yyyy)

SIGN  
HERE

X

\_\_\_\_\_  
Employer/Sponsor's Signature and title

\_\_\_\_\_  
Employer/Sponsor's Name: First MI Last

SIGN  
HERE

X

\_\_\_\_\_  
Producer's Signature

\_\_\_\_\_  
Producer's Name: First MI Last

## INSTRUCTIONS FOR SUBMITTING THIS AGREEMENT

- Use of this form requires pre-approval by PLIC's New Business Services Department in the form of a Guaranteed Issue Offer letter dated within 90 days prior to the submission of this form.
- A New Business Services Multilife Underwriter must determine the coverage limit prior to completion of this form.
- Temporary coverage applied for under this Agreement must comply with the terms outlined in the Guaranteed Issue Offer letter.
- The minimum temporary premium for coverage submitted with this form can be determined using monthly standard term rates.
- Temporary Insurance Premium cannot be submitted without this Agreement.
- A Census listing all Proposed Insureds covered under this Agreement must be submitted with this form.

**PRODUCER: PROVIDE A PHOTOCOPY OF THIS SIGNED FORM TO ALL SIGNING PARTIES.**

**PACIFIC LIFE INSURANCE COMPANY**

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**PACIFIC LIFE**

## MULTILIFE TEMPORARY INSURANCE AGREEMENT SIMPLIFIED ISSUE

Employer/Sponsor's Name
-------------------------

**Multilife Temporary Insurance Agreement** – This Temporary Insurance Agreement (“Agreement”) is between Pacific Life Insurance Company (“PLIC”) and the Employer/Sponsor named above (the “Company”). Each person whose life is proposed to be insured under this Agreement (“Proposed Insured”) is named on the census attached to this Agreement (the “Census”), which also shows insurance information pertinent to each Proposed Insured.

**Agreement Effective & Termination Dates** – This Agreement is effective as of the date PLIC receives and accepts this form and the Conditions for Temporary Insurance have been satisfied with respect to at least one Proposed Insured. Even though this Agreement may be in effect, no insurance coverage is provided for a proposed insured until that proposed insured has satisfied the Conditions for Temporary Insurance, as described below.

This Agreement will end on the earliest of:

1. The date when there are no longer any Proposed Insureds covered under it;
2. 180 days from the Agreement Effective Date; or
3. When either the Company or PLIC provides written notice to the other party of their election to terminate the Agreement.

**Coverage Effective Date For Each Proposed Insured** – The “Coverage Effective Date” applies separately for each Proposed Insured and is the date when each of the Conditions For Temporary Insurance coverage (“Temporary Insurance”) have been satisfied for that Proposed Insured.

**Conditions For Temporary Insurance** – PLIC will provide Temporary Insurance under this Agreement for a Proposed Insured provided that each of the following conditions is satisfied with respect to that Proposed Insured:

1. The Company must have accepted this Agreement by providing the required signatures at the end of this Agreement and by remitting to PLIC a premium at least equal to the temporary insurance premium for such Proposed Insured as shown on the Census (“Temporary Insurance Premium”);
2. PLIC must have received the Proposed Insured’s signed Insurance Consent within 90 days of the Agreement Effective Date. Insurance Consent is either (a) a completed Consent To Insure form or (b) a completed individual PLIC application for life insurance on the Proposed Insured; and
3. The Proposed Insured must be “Actively At Work” as of the Coverage Effective Date, meaning that such person: a) has been at work at least 30 hours per week in a normal capacity, and b) has not been hospitalized or absent from work due to illness or accident more than a total of three days in the preceding three months.

In the event that any of the Conditions for Temporary Insurance are not satisfied with respect to any particular Proposed Insured, no coverage on the life of such person is provided under this Agreement. The Company is responsible for notifying PLIC if a Proposed Insured informs the Company that he or she will not provide Insurance Consent or any other forms required under this Agreement. PLIC will refund any Temporary Insurance Premium identified on the Census as being associated with any person who has not satisfied any of the Conditions for Temporary Insurance identified above.

Upon receipt and acceptance of this Agreement, PLIC will provide written confirmation of 1) the Agreement Effective Date and 2) the Proposed Insureds covered under the Agreement.

**Temporary Insurance Amount** – PLIC agrees to provide a death benefit equal to the Temporary Insurance Amount for any particular Proposed Insured, if such person dies while Temporary Insurance is in effect for that person. The Temporary Insurance Amount for each Proposed Insured provided under this Agreement is shown on the attached Census as the “Temporary Insurance Agreement Face Amount,” provided, however, that the Temporary Insurance Amount for any Proposed Insured under this Agreement will not exceed \$1,000,000\* regardless of the amount shown on the Census.

*\*For Monthly Benefit Term Life Insurance only, the coverage for any Proposed Insured under this Agreement is limited to the lesser of the Monthly Benefit applied for with respect to that Proposed Insured or a Monthly Benefit of \$5,000.*

**Date Coverage Ends For Each Proposed Insured** – Temporary Insurance with respect to any Proposed Insured ends on the earliest of:

1. The date that PLIC mails notice to the Company that PLIC declines to provide Temporary Insurance for the Proposed Insured or that PLIC declines the Company’s application for life insurance on such Proposed Insured;
2. The date that a policy of life insurance (“Policy”) on the Proposed Insured that has been applied for in connection with this Agreement is delivered to the Company;
3. 180 days from the Agreement Effective Date.

If and when a Policy on the life of a Proposed Insured becomes effective, it will replace any Temporary Insurance on the life of that Proposed Insured under this Agreement.



# MULTILIFE TEMPORARY INSURANCE AGREEMENT SIMPLIFIED ISSUE



**Limitation on Temporary Insurance** – There shall be no death benefits payable on Temporary Insurance under this Agreement with respect to a Proposed Insured if:

1. Death of the Proposed Insured is caused by suicide or intentionally self-inflicted injury;
2. There is a material misrepresentation concerning the Proposed Insured on the Census, Consent to Insure form, application, or any other document required by PLIC in connection with this Agreement;
3. The Proposed Insured is over the age of 70; or
4. Within the last five years, the Proposed Insured a) was diagnosed with, or treated for chest pain, heart trouble, stroke, lung disorder, cancer, diabetes, kidney disease, or mental or nervous disorder; or b) received counseling or treatment for alcohol or other drug use.

If the Temporary Insurance death benefit is limited, as described in this provision, the only Temporary Insurance that PLIC will pay under this Agreement with respect to that Proposed Insured shall be a refund of the Temporary Insurance Premium paid for such person. Any such refund shall be paid to the Company.

**Policy Date** – If a Policy is issued on any Proposed Insured, the Company may request that the Policy Date be any date allowed under applicable law.

**Charge for Temporary Insurance** – The Census shows the monthly Charge for Temporary Insurance for each Proposed Insured. Any Temporary Insurance Premium received will be applied to the first premium due on the policies issued in connection with this Agreement; however, there may be a charge for Temporary Insurance coverage. Such charge will not exceed the monthly Charge for Temporary Insurance, as shown on the Census, multiplied by the number of whole months that Temporary Insurance is provided under this Agreement.

**Beneficiary** – Unless otherwise stated, any Temporary Insurance that may become payable under this Agreement shall be payable to the Company, or to a beneficiary named by the Company in written communication to PLIC.

**Tax Disclaimer** – PLIC makes no representations or warranties concerning the treatment of this Agreement or any Policy under federal, state or local tax law. The Company agrees to seek and rely on the advice of its own tax advisors.

**Amendments** – Only PLIC’s Chief Executive Officer, Secretary, or a designated officer of the company is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

## SIGNATURES

If you are signing on behalf of an entity, you represent that you are authorized to execute this document and make the statements that may be shown. You further represent that all requirements of those entities, including the use of any seal (in the case of a Corporation) and any authorized signatures (in the case of a Corporation and/or Trust), have been met.

Signed and Dated by the Employer/Sponsor in: \_\_\_\_\_

City

State

Date (mm/dd/yyyy)



X

\_\_\_\_\_  
Employer/Sponsor’s Signature and title

\_\_\_\_\_  
Employer/Sponsor’s Name: First MI Last



X

\_\_\_\_\_  
Producer’s Signature

\_\_\_\_\_  
Producer’s Name: First MI Last

## INSTRUCTIONS FOR SUBMITTING THIS AGREEMENT

- Use of this form requires pre-approval by Pacific Life’s New Business Services Department in the form of a Simplified Issue Offer letter dated within 90 days prior to the submission of this form.
- A New Business Services Multilife Underwriter must determine the coverage limit prior to completion of this form.
- Temporary coverage applied for under this Agreement must comply with the terms outlined in the Simplified Issue Offer letter.
- The minimum temporary premium for coverage submitted with this form can be determined using monthly standard term rates.
- Temporary Insurance Premium cannot be submitted without this Agreement.
- A Census listing all Proposed Insureds covered under this Agreement must be submitted with this form.

**PRODUCER: PROVIDE A PHOTOCOPY OF THIS SIGNED FORM TO ALL SIGNING PARTIES.**

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## Supporting Document Schedules

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

AR1GuarAssocNote.pdf  
 AR Reg 19 Cert of Compliance.pdf  
 Readability Certification \_TIA\_.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Application

**Comments:**

TIA may be used when the following applications are completed:

A10IUW - 8/18/2009 (43236)  
 A09IUW - 8/21/08 (39971)  
 A07ISI and A07IGI - 6/26/07 (36178)  
 A07MA - 5/15/07 (35885)

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

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

### **DISCLAIMER**

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

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

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

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

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

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

### **COVERAGE**

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

### **EXCLUSIONS FROM COVERAGE**

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

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

The Guaranty Association also does NOT provide coverage for:

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

## **LIMITS ON AMOUNT OF COVERAGE**

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

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

**STATE OF ARKANSAS**

**CERTIFICATION OF COMPLIANCE**

**RE:** P10MTG and P10MTS

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

Signed for the Company at Aliso Viejo, California on July 7, 2010

\_\_\_\_\_  
SIGNATURE

Thomas S. Beadleston

NAME

Vice President

TITLE

## READABILITY CERTIFICATION

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

Policy Form Number(s): P10MTG  
P10MTS

Form Name(s): Multilife Temporary Insurance Agreement Guaranteed Insurability  
Multilife Temporary Insurance Agreement Simplified Insurability

Flesch Score(s): 51.2  
50.0

(Flesch test was made for entire form, not for selected samples.)

Test type: 10 point

I certify that in my judgment this filing is:

- **READABLE** (simple sentence structure – shortness of sentences – use of common words – avoidance of legal and technical terms to greatest possible extent and defining of those terms which cannot be avoided – minimum of cross-references).
- **LEGIBLE** (ample type size for text with contrasting type for headings and subheadings – ample space between lines – ample white space in margins and between section – ample ink-to-paper contrast).
- **IN LOGICAL ORDER AND FORMAT** (table of contents or index included – sections and subsections self-contained and arranged in logical flow – extensive use of headings and subheadings to facilitate location of particular items – outline form used where desirable for clarity).

I believe this filing:

- Meets or exceeds the requirements of the policy readability legislation already enacted in numerous states; and
- Meets or exceeds the requirements of the NAIC Model Bill on language simplification.

Signed for the Company at Newport Beach, California on

July 7, 2010



\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
THOMAS S. BEADLESTON

NAME

\_\_\_\_\_  
VICE PRESIDENT

TITLE