

SERFF Tracking Number: PALD-126753389 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 46405
Company Tracking Number: R10ALR
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: R10ALR
Project Name/Number: R10ALR/R10ALR

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: R10ALR

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: PALD-126753389 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 46405

Co Tr Num: R10ALR

Author: Jill Dease

Date Submitted: 08/05/2010

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 08/10/2010

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: 11/01/2010

State Filing Description:

General Information

Project Name: R10ALR

Project Number: R10ALR

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/10/2010

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: 08/10/2010

Created By: Jill Dease

Corresponding Filing Tracking Number:
R10ALR

Deemer Date:

Submitted By: Jill Dease

Filing Description:

Re: Form R10ALR, Alternate Loan Rider

Dear Mr. Shields:

We are submitting the above referenced individual (non-group) life insurance form in final print for your approval. This is a rider that provides an alternate policy loan type, and is to be used with the indexed universal life policies identified below, approved on the dates shown. The standard policy loan type continues to be available with no changes, and the alternate loan is made available for a lesser amount, which is dependent on the policy's indexed account value. This

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filing is being submitted in Nebraska, our state of domicile, and in all other states where Pacific Life is licensed, and where such filing is required.

The following pertain to this submission:

- the rider is to be used with the following approved policies:
 - o Form P08PI3, Flexible Premium Indexed Universal Life, approved 11/13/2007
 - o Form P08PIM, Flexible Premium Indexed Universal Life, approved 11/13/2007
 - o Form P08IEP, Last Survivor Indexed Universal Life, approved 11/6/2008
 - o Form P08IEM, Last Survivor Indexed Universal Life, approved 7/31/2009
- Issue Ages are 0-90.
- Any required certification forms are included.
- Actuarial Memorandum is included.
- Readability score = 50.1, thus satisfying any readability requirements of your state.
- The forms will be marketed through licensed producers.
- The target release is 11/1/10 or upon approval.
- The forms will be used primarily with application #A10IUW2, approved on 03/17/10.
- 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 form is a rider, not a policy.
- There is no charge for this rider.

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 or jill.dease@pacificlife.com.

Sincerely,

Jill Dease
Senior Compliance Analyst, Product Compliance, Life Division

Company and Contact

Filing Contact Information

Jill Dease, Compliance Analyst
45 Enterprise Drive

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

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Aliso Viejo, CA 92656 949-420-7424 [FAX]

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$20.00
 Retaliatory? No
 Fee Explanation: \$20.00 per rider
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$20.00	08/05/2010	38550103
Pacific Life Insurance Company	\$30.00	08/09/2010	38616616

SERFF Tracking Number: PALD-126753389 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/10/2010	08/10/2010

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	08/09/2010	08/09/2010	Jill Dease	08/09/2010	08/09/2010

SERFF Tracking Number: PALD-126753389 *State:* Arkansas
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Disposition

Disposition Date: 08/10/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>PALD-126753389</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46405</i>
<i>Company Tracking Number:</i>	<i>R10ALR</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>R10ALR</i>		
<i>Project Name/Number:</i>	<i>R10ALR/R10ALR</i>		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document	Statement of Variability		Yes
Form	Alternate Loan Rider		Yes

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Objection Letter

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

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 \$30.00 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 08/09/2010
Submitted Date 08/09/2010

Dear Linda Bird,

Comments:

Response 1

Comments: I apologize. I have sent the additional funds.

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 \$30.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Jill Dease

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Form Schedule

Lead Form Number: R10ALR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	R10ALR	Policy/Cont	Alternate Loan Rider Initial ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.100	R10ALR.pdf

ALTERNATE LOAN RIDER

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy"). All terms of the Policy that do not conflict with this Rider's terms apply to the Rider. Definitions used in this rider are interspersed in the Rider provisions below.

Rider Benefit Summary – Beginning on the Alternate Loan Availability Date shown in the Policy Specifications, this Rider provides an alternate loan type ("Alternate Loan"), in addition to the existing loan type under the Policy ("Standard Loan"). If a loan is available under the Policy, you may take the loan as a Standard Loan, an Alternate Loan, or a combination of Standard Loan and Alternate Loan, subject to the terms of the Policy and this Rider. Unless otherwise described in this Rider, the Policy's provisions describing the Standard Loan continue to apply.

Designated Account(s) – As of the Policy Date, the Designated Account(s) are shown in the Policy Specifications. How much you may borrow as an Alternate Loan is determined, in part, by the Policy's value in the Designated Accounts. We may change the Designated Account(s) after the Policy Date by written notice to you.

Alternate Loan – Each day after an Alternate Loan is taken, it is increased by any new Alternate Loan, and decreased by any Alternate Loan repayment, and on each policy anniversary, the Alternate Loan is increased by any accrued Alternate Loan interest then due and not paid in cash. Unlike a Standard Loan, with an Alternate Loan there is no deduction from the Fixed and Indexed Accounts to establish an associated Loan Collateral Account and no related interest crediting to a Loan Collateral Account.

Alternate Policy Debt – The Alternate Policy Debt is the sum of the Alternate Loans and related accrued loan interest (see Alternate Loan Interest Charged provision below).

Policy Debt – Policy Debt is equal to Alternate Policy Debt plus Standard Policy Debt, the latter which is equal to the Standard Loans plus related accrued loan interest.

Alternate Loan Availability – You may not take an Alternate Loan less than \$200. The maximum Alternate Loan that you may receive as a payout is equal to the lesser of the maximum Standard Loan available under the policy and $A - B - C - D - E$, where:

A = the Accumulated Value in the Designated Account(s)

B = interest on the Accumulated Value in the Designated Account(s) calculated to the end of the current policy year at the Alternate Loan interest rate

C = loan interest on any existing Standard Policy Debt calculated to the end of the current policy year

D = the most recent Monthly Deduction multiplied by the number of Monthly Payment Dates remaining in the current policy year

E = any existing Alternate Policy Debt

Alternate Loan Interest Charged – Alternate Loan interest accrues daily at an annual rate no greater than 7.5% and is due at the end of each policy year. Any such interest not paid when due is treated as a new Alternate Loan on that date and will bear interest at the rate then in effect.

Loan Repayment – Unless you specify otherwise by Written Request, any loan repayment will be used to repay Alternate Policy Debt before Standard Policy Debt.

Exchanging Loan Types – Subject to the limitations described in this rider, you may exchange all, or a portion, of Policy Debt from either loan type to the other by Written Request, subject to the minimum loan amount available. Such an exchange will be treated as a repayment of one loan type followed by a new loan of the other loan type. Both the Net Cash Surrender Value and the Policy Debt will retain their same values immediately before and after the exchange.

Exchange from Alternate Policy Debt to Standard Policy Debt – An exchange from Alternate Policy Debt to Standard Policy Debt can be done only once in any twelve-month period.

The exchange will increase the Loan Collateral Account for the Standard Loan ("Standard Loan Collateral Account") by the exchanged Policy Debt and such amount will decrease the Fixed Account and possibly the Indexed Accounts. The decrease will be processed in the same manner as a deduction from the Accumulated Value. If this results in a decrease to the Indexed Accumulated Value, then your Policy will enter a Lockout Period.

Exchange from Standard Policy Debt to Alternate Policy Debt – An exchange from Standard Policy Debt to Alternate Policy Debt can be done only once in any twelve-month period and only if the Policy is not in a Lockout Period. The exchange will be effective on the Transfer Date after your Written Request as long as we receive your Written Request at our Administrative Office by 4:00 pm Eastern time of the associated Cut-Off Date; otherwise the exchange will be effective on the next Transfer Date after the one that follows your Written Request.

The exchange will decrease the Standard Policy Debt by the exchanged Policy Debt, and will create a new Alternate Loan for the same amount. The Standard Loan Collateral Account will be decreased by the lesser of the exchanged Policy Debt and the value of the Standard Loan Collateral Account, and such lesser amount will be used to create a new Segment in the Designated Account(s) that you identify.

Segment Maturity Value Reallocation – If there is an Alternate Loan on your Policy, reallocation of Segment Maturity Value in the Designated Account(s) at Segment Maturity will be affected. In such case, the Segment Maturity Value of the Designated Account(s) will be reallocated to the same Designated Account unless such Segment Maturity Value plus the value of other Segments in the Designated Account(s) exceeds $A + B + C$, where:

A = the Alternate Policy Debt

B = loan interest calculated to the end of the current policy year

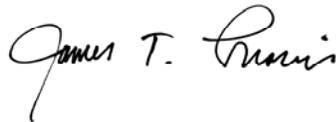
C = the most recent Monthly Deduction multiplied by the number of Monthly Payment Dates remaining in the current policy year

In such case, only the excess described immediately above will be reallocated according to your Segment Maturity Value reallocation instructions on file with us and the rest of the Segment Maturity Value will be reallocated to the same Designated Account in which the Segment had been invested.

Effect of Alternate Loan on Other Riders – If the Policy has an Overloan Protection Rider attached to it, and if you exercise the Overloan Protection Rider, any existing Alternate Policy Debt will be exchanged to Standard Policy Debt, and this Rider will terminate.

Reinstatement – If the Policy is reinstated, any Standard and Alternate Policy Debt will not be reinstated.

Signed for **Pacific Life Insurance Company,**



Chairman, President and Chief Executive Officer



Secretary

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

SUMMARY OF OTHER COVERAGES

R10ALR ALTERNATE LOAN RIDER

DESIGNATED ACCOUNT(S): [1-YEAR INDEXED ACCOUNT]

ALTERNATE LOAN AVAILABILITY DATE: [XX-XX-XXXX]

SERFF Tracking Number: PALD-126753389

State: Arkansas

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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.pdf

Item Status:

Status

Date:

Satisfied - Item: Application

Comments:

Application: A10SUW

Approved: 4/15/2010

Tracking #: 45402

Application: A10IUW2

Approved: 3/17/2010

Tracking #: 45185

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

Statement of Variability.pdf

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

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

DISCLAIMER

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

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

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

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

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

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

The Guaranty Association also does NOT provide coverage for:

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

LIMITS ON AMOUNT OF COVERAGE

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

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive • Aliso Viejo • CA, 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: R10ALR

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

Signed for the Company at Newport Beach, California on August 5, 2010



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

Contact Person:

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

(Arkansas)

READABILITY CERTIFICATION

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

Policy Form Number(s): R10ALR

Form Name(s): Alternate Loan Rider

Flesch Score(s): 50.1

(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

August 3, 2010



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

Statement of Variability
Rider R10ALR

Location	Factor	Sample Value	Range	Conditions
Page 3.1	Designated Account(s)	1-Year Indexed Account	Available Indexed Accounts as designated by the company	Designated by the company based upon account availability
Page 3.1	Alternate Loan Availability Date	XX-XX-XXXX	Up to 3 years after the date of issue	Dependent upon the date of issue