

<i>SERFF Tracking Number:</i>	<i>PALD-126788343</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46684</i>
<i>Company Tracking Number:</i>	<i>P10P1U</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>P10P1U</i>		
<i>Project Name/Number:</i>	<i>P10P1U/P10P1U</i>		

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: P10P1U

TOI: L09I Individual Life - Flexible Premium
Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: PALD-126788343 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 46684

Co Tr Num: P10P1U

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Jill Dease

Disposition Date: 09/17/2010

Date Submitted: 09/01/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: 11/01/2010

Implementation Date:

State Filing Description:

General Information

Project Name: P10P1U

Project Number: P10P1U

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/17/2010

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: 09/17/2010

Created By: Jill Dease

Corresponding Filing Tracking Number:
P10P1U

Deemer Date:

Submitted By: Jill Dease

Filing Description:

Re: Form P10P1U Flexible Premium Adjustable Life Insurance Policy

We are submitting the above referenced individual (non-group) life insurance forms in final print for your approval. The policy is a universal life policy. It does not replace any previously approved form. This form is being submitted to Nebraska, our state of domicile, and in all other states where Pacific Life is licensed and where such submission is required.

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Project Name/Number: P10P1U/P10P1U

The following pertain to this submission:

- Actuarial memorandum is included.
- Issue Ages are 0-90. Minimum issue amount is \$50,000. The policy is available on a sex-distinct basis or unisex basis.
- The policy form satisfies any relevant readability requirements of your state, with readability score of 50.
- Where required, a sample illustration, and the Illustration Actuary's Certification is included.
- The form will be marketed through our licensed producers. The target release is 11/1/10, or upon approval.
- The form will be used primarily with application A10SUW, approved on 40283.
- If a filing fee is required, it is handled in the usual manner and any required certification forms are enclosed.
- The free look number of days showing on the cover will be extended, if necessary, for replacement sales in your state.
- The policy is intended to be used with the following riders approved in your state on the dates shown:

Rider Description Form Number Approved /Acknowledged
Annual Renewable Term Rider- Additional Insured R08RTA 10/9/2007
Accelerated Living Benefit Rider R06ALB 6/28/2006
Children's Term Rider R84-CT 9/27/1984
Accidental Death Rider R84-AD 9/27/1984
Guaranteed Insurability Rider R93-GI 1/24/1989
Owner Waiver of Charges Rider R84-OWC 9/27/1984
Waiver of Charges Rider R84-WC 9/27/1984
Payor Waiver of Charges Rider R84-PWC 9/27/1984
No Lapse Guarantee Rider R02NL5 3/12/2002
Overloan Protection Rider R08OLP 11/13/2007

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

Jill.Klinger@pacificlife.com

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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	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 per form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$50.00	09/01/2010	39188778

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/17/2010	09/17/2010

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	09/03/2010	09/03/2010	Jill Dease	09/16/2010	09/16/2010

SERFF Tracking Number: PALD-126788343 *State:* Arkansas
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Product Name: P10P1U
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Disposition

Disposition Date: 09/17/2010

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 (revised)	Flesch Certification		Yes
Supporting Document	Flesch Certification	Replaced	Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	IA Certification		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document	Illustration		Yes
Form	Flexible Premium Adjustable Life Insurance Policy		Yes

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Product Name: P10P1U
Project Name/Number: P10P1U/P10P1U

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/03/2010
Submitted Date 09/03/2010
Respond By Date 10/04/2010

Dear Jill Dease,

This will acknowledge receipt of the captioned filing.

Objection 1

- Flesch Certification (Supporting Document)
- Application (Supporting Document)
- Health - Actuarial Justification (Supporting Document)
- Outline of Coverage (Supporting Document)
- IA Certification (Supporting Document)
- Actuarial Memorandum (Supporting Document)
- Illustration (Supporting Document)
- Flexible Premium Adjustable Life Insurance Policy, P10P1U (Form)

Comment: Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34.

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 09/16/2010
Submitted Date 09/16/2010

Dear Linda Bird,

Comments:

Thank you for your review of this filing.

Response 1

Comments: I've attached a certification of compliance with Regulation 34.

Related Objection 1

Comment:

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Please feel free to contact me with any questions.

Sincerely,
Jill Dease

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Form Schedule

Lead Form Number: P10P1U

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	P10P1U	Policy/Cont Flexible Premium ract/Fratern Adjustable Life al Insurance Policy Certificate	Initial		50.000	P10P1UAR.pdf



PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise Drive • Aliso Viejo, CA 92656

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this policy according to its provisions. The consideration for this policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may be fixed or variable depending on the Death Benefit option elected and may increase or decrease.

Premiums are flexible, subject to minimums required to keep the policy In Force. Even if Planned Premiums are paid, it is possible that, due to changes in interest credited and policy charges, the Policy may not continue In Force; that is, it may lapse before any death benefit is payable on the death of the Insured. Additionally, loans, withdrawals, and Death Benefit Option changes will affect the length of time the Policy stays In Force.

Signed for Pacific Life Insurance Company,

Chairman, President and Chief Executive Officer

Secretary

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Adjustable Face Amount**
- **Non-Participating**

INSURED:	LELAND STANFORD	TOTAL FACE AMOUNT:	\$100,000
SEX AND AGE:	MALE 35	OWNER:	LELAND STANFORD
RISK CLASS:	STANDARD NONSMOKER		
POLICY NUMBER:	VF99999990		
POLICY DATE:	NOVEMBER 1, 2010		

Free Look Right - You may return this policy within 20 days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund any premium paid.

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POLICY SPECIFICATIONS

POLICY: FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE
PREMIUMS: PLANNED ANNUAL PREMIUM = \$ 758.32
7 PAY PREMIUM = 3,358.26
GUIDELINE SINGLE PREMIUM = 15,760.75
GUIDELINE LEVEL PREMIUM = 1,340.62

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST

DEATH BENEFIT OPTION: [A]
[OPTION C DEATH BENEFIT LIMIT: \$XX,XXX,XXX]
GUARANTEED INTEREST RATE, POLICY YEAR 1: [X.XX]%
GUARANTEED INTEREST RATE, POLICY YEARS 2+: 3%
NET AMOUNT AT RISK FACTOR: 1.0024663
MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE
INSURED ATTAINS AGE 121
MAXIMUM PREMIUM LOAD RATE: 6.95%
ADMINISTRATIVE CHARGE PER MONTH: \$7.50

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT: \$395.20
LEVEL PERIOD: 2 YEARS
REDUCTION FACTOR: \$49.40
SURRENDER CHARGE PERIOD: 10 YEARS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P10P1U BASIC COVERAGE

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE

INSURED:

LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$45.74
2	45.74
3	45.74
4	45.74
5	45.74
6	45.74
7	45.74
8	45.74
9	45.74
10	45.74
11	45.74
12	45.74
13	45.74
14	45.74
15	45.74
16	45.74
17	45.74
18	45.74
19	45.74
20	45.74
21	51.61
22	51.61
23	51.61
24	51.61
25	51.61
26	51.61
27	51.61
28	51.61
29	51.61
30	51.61
31	51.61
32	51.61
33	51.61
34	51.61
35	51.61
36	51.61
37	51.61
38	51.61
39	51.61
40	51.61
41	51.61
42	51.61
43	51.61
44	51.61

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$51.61
46	51.61
47	51.61
48	51.61
49	51.61
50	51.61
51	51.61
52	51.61
53	51.61
54	51.61
55	51.61
56	51.61
57	51.61
58	51.61
59	51.61
60	51.61
61	51.61
62	51.61
63	51.61
64	51.61
65	51.61
66	51.61
67	51.61
68	51.61
69	51.61
70	51.61
71	51.61
72	51.61
73	51.61
74	51.61
75	51.61
76	51.61
77	51.61
78	51.61
79	51.61
80	51.61
81	51.61
82	51.61
83	51.61
84	51.61
85	51.61
86	51.61
87+	0

DEFINITIONS

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to show emphasis.

Accumulated Value – is the sum of Net Premiums and credited interest less withdrawals and deductions. See the Accumulated Value section for details.

Administrative Office – is the office that administers your policy. The address of the Administrative Office at the time you applied for this policy is shown in the heading of the application. If the address changes, we will send you written notice of the new address.

Age – means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed.

Application – consists of the application for this policy, including any Certificate of Health, amendments, or endorsements, and any application for reinstatement or increase in benefits.

Basic Coverage – is insurance coverage on the Insured provided by this policy as shown in the Policy Specifications, rather than coverage provided by rider.

Basic Coverage Layer - is a layer of insurance coverage on the insured under this policy. There may be one or more Basic Coverage Layers. Each increase in Basic Face Amount will comprise a new Basic Coverage Layer. Each Basic Coverage Layer has its own Face Amount, Risk Class, Coverage Layer Date, and set of charges. The Face Amount, Risk Class, Coverage Layer Date and set of charges for the initial Basic Coverage Layer are shown in the Policy Specifications. The Face Amount, Risk Class, Coverage Layer Date and set of charges for any Basic Coverage Layer added at a later time will be shown in a Supplemental Schedule of Coverage sent to you at that time.

Basic Face Amount – is the sum of the Face Amounts of all Basic Coverage Layers on the Insured. The Face Amount of the initial Basic Coverage is shown in the Policy Specifications.

Class – is used in determining policy charges and interest credited, and depends on a number of factors, including (but not limited to) the Death Benefit, Basic and Total Face Amount, Coverage Layer, Policy Date, policy duration, the Insured's Age and Risk Class, requested or scheduled additions of Coverage Layers, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Coverage Layer Date - is the date that a particular Coverage Layer is effective. Coverage Layer months, years and anniversaries are measured from this date. The Coverage Layer Date for the initial Coverage Layer is the Policy Date as shown in the Policy Specifications.

Coverage Layer – is a Basic Coverage Layer or a layer of insurance coverage on the Insured under an optional rider.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class.

Face Amount – is the specified amount of insurance coverage for each Coverage Layer.

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

In Force – means a policy is in effect and provides a death benefit on the Insured.

Monthly Deduction End Date – is shown in the Policy Specifications and is the date when Monthly Deductions end.

Monthly Payment Date – is the same day in each month as the Policy Date and is the date on which certain policy charges are deducted from the Accumulated Value. The first Monthly Payment Date is the Policy Date.

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

Net Amount at Risk – is equal to the Death Benefit as of the most recent Monthly Payment Date divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value. The Accumulated Value used in this calculation will be as of the beginning of the policy month before the Monthly Deduction is assessed. The Net Amount at Risk is used to calculate the Cost of Insurance Charge (see the Policy Charges section).

Net Premium – is the premium we receive reduced by any Premium Load.

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

Policy Date – is the effective date of coverage under this policy and is shown in the Policy Specifications. Policy months, years and anniversaries are measured from this date.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy charges and is determined by us during the underwriting process for each Coverage Layer. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured for the initial Coverage Layer is shown in the Policy Specifications. The Risk Class of the Insured for any additional Coverage Layer will be shown in a Supplemental Schedule of Coverage sent to you at that time. Risk Class may also be referred to as Risk Classification.

Total Face Amount – is the sum of Face Amounts for all Coverage Layers. The Total Face Amount is comprised of Face Amounts of Basic Coverage Layers and possibly also Face Amounts of Rider Coverage Layers as described in any rider providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications.

We, our, ours, and us – refer to Pacific Life Insurance Company.

Written Request – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request.

DEATH BENEFIT

When the Policy is In Force – This policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following:

- Surrender, as described in the Surrender and Withdrawal of Values provision
- Lapse, as described in the Grace Period and Lapse provision
- The death of the Insured

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include increases or decreases in Total Face Amount, as described in later sections of this policy.

Death Benefit – This policy provides a Death Benefit on the death of the Insured while this policy is In Force. This section describes how the Death Benefit is calculated. On the date of death, the Death Benefit is the larger of:

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

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

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

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value at death.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distributions that reduce the Accumulated Value, provided that such result is limited to the amount shown in the Policy Specifications as the “Option C Death Benefit Limit”. Under this option, the Death Benefit may be less than the Total Face Amount.

Death Benefit Qualification Test – In order for your policy to qualify as a life insurance contract under the Code, it must at all relevant times satisfy one of two Death Benefit Qualification Tests. The policy provides a minimum death benefit amount, as needed, for the policy to qualify under either of the Tests. Unless you elected otherwise in the application, the Death Benefit Qualification Test that is specified for this policy is the Guideline Premium Test. The Death Benefit Qualification Test that this policy is designed to satisfy appears in the Policy Specifications. You may not change your policy’s specified Death Benefit Qualification Test without our written consent. The two Death Benefit Qualification Tests and the Minimum Death Benefit amounts applicable to each are explained in this subsection.

- 1. Cash Value Accumulation Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be the minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than 101% of the Accumulated Value.
- 2. Guideline Premium Test** – If this test applies to your policy, the Minimum Death Benefit at any time will be the minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than the Accumulated Value multiplied by the Death Benefit Percentage for the Age of the Insured as shown in the following table.

Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage
0-40	250%	50	185%	60	130%	70	115%
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	Over 93	101

Change of Death Benefit Option – The Death Benefit Option may be changed to Option A or B upon Written Request no more than once per policy year. Changes to Option C from either Option A or B are not permitted. The Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

Unless you specify otherwise by Written Request, any request for a Death Benefit Option change will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount payable if the Insured dies while this policy is In Force. The Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period. We will pay the Proceeds after we receive, at our Administrative Office:

- Due proof of the Insured’s death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information
- Proof of the claimant’s legal interest in the proceeds
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate required by applicable state law. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section

Basic Face Amount Increase – You may submit an application to increase the Basic Face Amount by adding a new Basic Coverage Layer. Your application must include Evidence of Insurability satisfactory to us and is subject to our approval. The Coverage Layer Date of the new Basic Coverage Layer will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. We reserve the right to limit Basic Face Amount increases to one per policy year.

Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The Coverage Layer Date
- The Basic Coverage Layer Face Amount
- The Risk Class for the Basic Coverage Layer
- The Maximum Monthly Cost of Insurance Rates applicable to the Basic Coverage Layer
- The Maximum Monthly Coverage Charge for the Basic Coverage Layer
- If the Guideline Premium Test is used, the Policy’s new Guideline Premiums
- The Surrender Charge Factors for the Basic Coverage Layer

Other Face Amount Increases – An increase in the Total Face Amount may arise when you request a change in Death Benefit Options. In this case, we will increase the Face Amount of the most recently issued Coverage Layer. If there are Rider and Basic Coverage Layers with the same Coverage Layer Date, we will increase the Rider Face Amount first.

Face Amount Decrease – You may request a decrease in the Total Face Amount of the policy by providing a Written Request. A decrease in Total Face Amount is subject to these limits:

- Only one requested decrease per policy year is allowed
- A decrease during the first policy year is not allowed
- The Basic Face Amount remaining after a decrease must be at least \$1000

The effective date of the decreased Face Amount will be the first Monthly Payment Date on or next following the date we receive the Written Request and have approved it. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage to reflect the decrease.

Unless and until you specify otherwise by Written Request, any request for a Total Face Amount decrease will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code. We recommend you consult your tax advisor before requesting a decrease in Total Face Amount. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage to reflect the decrease.

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

Processing of Face Amount Decreases - Any reduction in the Total Face Amount, whether by Written Request or due to a withdrawal or change in Death Benefit Option, will affect the Total Face Amount by reducing the Face Amount of Coverage Layers as described below.

Coverage layers are reduced or eliminated based on Coverage Layer Date, in order from the latest to the earliest. If more than one Coverage Layer has the same Coverage Layer Date, we will first reduce or eliminate the Face Amount of any Rider Coverage Layer, and then the Face Amount of any Basic Coverage Layer.

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

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

PREMIUMS

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

Planned Premium – is the amount of premium you plan to pay and is shown in the Policy Specifications. We will send you premium reminder notices for the Planned Premium for as long as premiums can be

paid. You may change the Planned Premium by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Load – The Premium Load is equal to the premium paid multiplied by the Premium Load Rate. The Maximum Premium Load Rate is shown in the Policy Specifications. We may use a Premium Load Rate less than the Maximum Premium Load Rate. Any such lesser rate will apply uniformly to all members of the same Class.

Premium Processing – When a premium is received by us, the Premium Load will first be deducted. Then the resulting Net Premium will be credited to the Accumulated Value.

Premium Limitation – We reserve the right to require Evidence of Insurability satisfactory to us for any premium payment that would result in an increase in the Net Amount at Risk and, if such Evidence of Insurability is not satisfactory, to limit or refuse the premium payment.

Guideline Premium Limit – This subsection applies only if the Guideline Premium Test is the Death Benefit Qualification Test specified in the Policy Specifications. In order for this policy to qualify as a life insurance contract under Section 7702 of the Code, the sum of the premiums paid less a portion of any withdrawals, as specified in the Code, may not exceed the Guideline Premium Limit, which is the greater of:

- The Guideline Single Premium
- The sum of the annual Guideline Level Premiums to the earlier of the date of payment or the Insured's Age 100

The Guideline Premiums are shown in the Policy Specifications. The Guideline Premiums may change whenever there is a change in the Total Face Amount of insurance, whether scheduled or otherwise, or certain other policy benefits or factors. Any such Guideline Premium change will be shown in a supplemental schedule that we will send to you at the time of the change. The Guideline Premiums are used to determine the premium limits, beyond which this policy would fail to qualify as a life insurance contract under the Code. Payment of the Guideline Premiums does not guarantee that the policy will never lapse and additional premiums may be necessary to prevent the policy from lapsing in the future.

The Guideline Premiums are determined by the rules that apply to this policy as set forth in the Code. The Guideline Premiums will be adjusted to conform to any changes in the Code. To the extent that a premium payment would exceed such limits, we will refund the excess payment to you in accordance with the Tax Qualification as Life Insurance section of this policy, provided that we may not refuse any premium payment necessary to keep this policy In Force. Further, we will make distributions from the policy to the extent we deem necessary to continue to classify this policy as a life insurance contract under the Code, in accordance with the Tax Qualification as Life Insurance section of this policy.

Modified Endowment Contract Premium Limit – In order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the policy, in accordance with the Modified Endowment Contract Tax Status section of this policy.

The 7-Pay Premium may change whenever there is a change in the Total Face Amount of insurance or in other policy benefits or factors. The 7-Pay Premiums are determined according to the rules applicable to this policy set forth in the Code. The 7-Pay Premium will be adjusted to conform to any changes in the Code. To the extent that a premium payment would cause such limits to be exceeded, we will refund the excess payment to you, in accordance with the Modified Endowment Contract Tax Status section of this policy. Further, as indicated in that section, we will increase the Death Benefit to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

ACCUMULATED VALUE

Accumulated Value – The Accumulated Value equals the sum of:

- Fixed Accumulated Value
- Loan Collateral, as described in the Policy Loans section

Fixed Accumulated Value - On the Policy Date, the Fixed Accumulated Value equals the Net Premium received less the first Monthly Deduction. On each other day, the Fixed Accumulated Value equals:

- The Fixed Accumulated Value as of the prior day
- Plus interest earned on such amount since the prior day
- Plus the amount of any Net Premiums received since the prior day
- Less the amount of any withdrawal and withdrawal fee since the prior day
- Less, on a Monthly Payment Date, the Monthly Deduction

We credit interest to the Fixed Accumulated Value on a daily basis, using a 365-day year, at a rate not less than the guaranteed annual interest rate shown in the Policy Specifications. At our discretion, we may credit additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings and will be applied uniformly to all members of the same Class.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the Monthly Payment Date and is deducted from the Accumulated Value on each such date before the Monthly Deduction End Date. It is equal to the sum of the following items:

- The Coverage Charge
- The Administrative Charge
- Rider or benefit charges, if any
- The Cost of Insurance Charge

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Coverage Charge – The Coverage Charge is the sum of the Coverage Charges for each Basic Coverage Layer. The Coverage Charge for the initial Basic Coverage Layer will not exceed the Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Basic Coverage Layer will not exceed the Coverage Charge shown in the Supplemental Schedule of Coverage to be sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Basic Coverage Layer as of its Coverage Layer Date. The Coverage Charge will not decrease even if the Face Amount of the associated Basic Coverage Layer is decreased.

Administrative Charge – The Administrative Charge is shown in the Policy Specifications.

Rider Charges – Any rider or benefit charges are described in the rider or benefit forms.

Cost of Insurance Charge – The Maximum Cost of Insurance Charge is the sum of the Cost of Insurance Charge for each Coverage Layer. The Cost of Insurance Charge for each Coverage Layer is equal to (1) multiplied by (2), where:

- (1) is the Maximum Monthly Cost of Insurance Rate for the Coverage Layer divided by 1000; and
- (2) is the Net Amount at Risk allocated to the Coverage Layer.

If there are multiple Coverage Layers, the Net Amount at Risk is allocated proportionately to each Coverage Layer according to Total Face Amount; otherwise the Net Amount at Risk is allocated fully to the initial Coverage Layer.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Basic Coverage Layer are shown in the Policy Specifications. The Maximum Monthly Cost of Insurance Rates for any additional Basic Coverage Layers will be shown in a Supplemental Schedule of Coverage that will be sent to you at the time the Basic Coverage Layer becomes effective.

We May Deduct Additional Tax-Related Charges – In addition to the charges described in this policy, we reserve the right to impose additional charges to offset any federal, state or local taxes generated by this policy, or generated by our operations with respect to this policy, to the extent such tax was not applicable to the policy or our operations at the time of policy issuance.

POLICY LAPSE AND REINSTATEMENT

Grace Period and Lapse – If the Accumulated Value less Policy Debt on a Monthly Payment Date is sufficient to cover the Monthly Deduction due, the policy will continue In Force. If the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due, a Grace Period of 61 days will be allowed for the payment of sufficient premium to keep your policy In Force.

The Grace Period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the Grace Period, we will notify you and any assignee of record at the last known address. The notice will state the due date and the amount of premium required for your policy to remain In Force. A minimum of the monthly charges not deducted plus three times the monthly deduction due when the insufficiency occurred, plus Premium Load, must be paid. There is no penalty for paying a premium during the Grace Period. Your policy will remain In Force during the Grace Period. If sufficient premium is not paid by the end of the Grace Period, a lapse will occur. If the Insured dies during the Grace Period, the death benefit will be equal to the death benefit as of the beginning of the Grace Period reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

Reinstatement – If it has not been surrendered, this policy may be reinstated within five years after the end of the Grace Period. To reinstate this policy you must provide us with the following:

- A written application
- Evidence of Insurability satisfactory to us
- Sufficient premium, after reduction by Premium Load, to cover all Monthly Deductions and policy loan interest due and unpaid during the Grace Period
- Additional premium, after reduction by Premium Load, equal to three times the most recent Monthly Deduction

The effective date of the policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement application. Upon reinstatement:

- The Net Accumulated Value will equal the amount it was at the beginning of the Grace Period, plus the reinstatement Net Premium, less Monthly Deductions as indicated below (including those due and unpaid during the Grace Period).
- Coverage Layers are reinstated as of the end of the Grace Period.
- With respect to each Coverage Layer, Surrender Charges and policy charges other than Cost of Insurance Charges will resume on their schedule as of the Monthly Payment Date when lapse occurred.
- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Insured's Age at reinstatement and policy duration measured from the original Policy Date.
- If there was a policy loan at time of lapse, you may choose to reinstate the policy loan. We recommend you consult your tax advisor before reinstating a policy loan.

- If reinstatement occurs on the first Monthly Payment Date after lapse and there was a loan before lapse, we will automatically reinstate the loan unless otherwise requested.
- If loan reinstatement is not requested, we will eliminate the loan by reducing the Accumulated Value by the Policy Debt.
- The periods during which we may exclude death by suicide and contest coverage due to a material misstatement in the reinstatement application will begin from the reinstatement date.

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

SURRENDER AND WITHDRAWAL OF VALUES

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

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value less any Surrender Charge.

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

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. The policy's Surrender Charge is the sum of the Surrender Charges for each Basic Coverage Layer, which depends on the Surrender Charge Factors for that Coverage Layer. The Surrender Charge for each Basic Coverage Layer begins on its Coverage Layer Date. During the Level Period, the Surrender Charge for the Basic Coverage Layer is equal to the Initial Amount for the Coverage Layer. After the Level Period, the Surrender Charge for the Basic Coverage Layer decreases on each Monthly Payment Date by one-twelfth of the Reduction Factor for that Basic Coverage Layer until it becomes zero at the end of the Surrender Charge Period for the Basic Coverage Layer. The Initial Amount, Level Period, Reduction Factor and Surrender Charge Period for each Basic Coverage Layer are shown in the Table of Surrender Charge Factors in the Policy Specifications and in any Supplemental Schedule of Coverage.

Withdrawals – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. Such withdrawal will be deducted from the Accumulated Value. We reserve the right to charge a fee not to exceed \$25 for each withdrawal. There is no Surrender Charge imposed for a withdrawal, even if the Total Face Amount is reduced as a result of the withdrawal. Withdrawals will be subject to the following conditions:

- The amount of each withdrawal must be at least \$200
- The Net Cash Surrender Value remaining after a withdrawal must be at least \$500
- We reserve the right to disallow any withdrawal that would result in a Total Face Amount of less than \$1,000 after the withdrawal

If Death Benefit Option A is in effect at the time of a withdrawal, and if a requested withdrawal would increase the Net Amount at Risk, we will decrease the Total Face Amount by the minimum amount necessary to prevent the Net Amount at Risk from increasing as a result of the withdrawal, except:

1. During the first 15 policy years, but only in the case of the first withdrawal of a given policy year, the Total Face Amount will be decreased only to the extent that the withdrawal exceeds the lesser of \$10,000 or 10% of the Net Cash Surrender Value, or
2. In any policy year, but only if both:
 - (a) the Death Benefit Qualification Test for your Policy is the Guideline Premium Test, and

- (b) the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would, as a result of the current withdrawal, fail to remain greater than zero at all times prior to Age 100, we will decrease the Total Face Amount as follows:
- i. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal do not exceed 15% of the Total Face Amount, we will limit the Total Face Amount decrease so that the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would remain greater than zero at all times prior to Age 100.
 - ii. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal exceed 15% of the Total Face Amount, we will decrease the Total Face Amount to the extent of such excess in addition to the Total Face Amount decrease calculated per i. above on the cumulative withdrawals of 15% of the Total Face Amount.
 - iii. For the purpose of the 15% test in i. and ii. above, the Total Face Amount will be the highest Total Face Amount in effect during the current policy year through the date of the withdrawal.

In any instance where both exceptions 1. and 2. above apply, we will decrease the Total Face Amount by the lesser of the two decrease amounts.

If such a reduction in Total Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract.

If Death Benefit Option B is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will reduce the Accumulated Value, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If Death Benefit Option C is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will increase the sum of the withdrawals, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If the Insured dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal will be processed and paid to the owner before the Death Benefit Proceeds are determined and paid to the beneficiary.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for ages not shown are halfway between the two amounts for the nearest two ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

POLICY LOANS

Policy Loans – You may obtain policy loans by Written Request after the Free Look Period, on the sole security of the Loan Collateral of this policy. We recommend you consult your tax advisor before requesting a policy loan.

Loan Amount Available – The amount of the loan must be at least \$200. The maximum amount available for a loan on any date is equal to the Accumulated Value less:

- Three times the most recent Monthly Deduction
- Any Surrender Charge
- Any existing Policy Debt

Loan Account – The amount of any Policy Loan will be added to the Loan Account.

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

Loan Interest Charge – Interest will accrue daily based on the balance in the Loan Account and will be due on each policy anniversary. Such interest is calculated using the simple interest method and is based on the balance in the Loan Account, using an annual interest rate of 3.25%. The corresponding daily interest rate is equal to the annual rate divided by 365. If the policy ends before a policy anniversary, the Loan Interest Charge will be due at such time.

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

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

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

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or in a later Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, subject to our receipt of it. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request.

Assignment – You may assign this policy by Written Request. An assignment will take place only when recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of any assignment.

Beneficiary – The beneficiary is named by you in the application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

You may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate a permanent beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the death proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive to receive payment. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This policy is a contract between you and us. This policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any applications for reinstatement, any endorsements, benefits, or riders, and all additional policy information sections added to this policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this policy or defend a claim on grounds of misrepresentation unless the statement is in an application.

Incontestability – We will not contest this policy unless there was a material misrepresentation in the Application. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid less any policy loans and any withdrawals taken. No Death Benefit will be paid. Unless you fail to pay required premiums, this policy cannot be contested, except as provided below, after it has been in force for two years during the Insured's lifetime.

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any policy loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. We will not

contest the reinstated policy after it has been in force for two years following such reinstatement during the Insured's lifetime.

If there has been a change to the policy for which we required the Insured to submit Evidence of Insurability, we will not contest such a change unless there was a material misrepresentation in the Application required for the change. If we determine that such Application contains a material misrepresentation, we will rescind the policy change and all policy charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value will be unaffected by the change. Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. We will not contest any such change after two years following the effective date of the change during the Insured's lifetime.

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

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any policy loans and withdrawals.

If the Insured dies by suicide, while sane or insane, after two years from the Policy Date but within two years after the effective date of any increase in the Total Face Amount, the Death Benefit Proceeds will be limited by the following adjustments:

- 1) Any such increase in Total Face Amount will be excluded.
- 2) Refund of the portion of Monthly Deductions associated with any such increase will be included.
- 3) Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If the Insured's sex or birth date is misstated in the application and it is discovered on or after the death of the Insured, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio of the incorrect Cost of Insurance Rate to the correct Cost of Insurance Rate. The adjusted Net Amount at Risk will result in an adjusted Death Benefit, since the Death Benefit depends on the Net Amount at Risk.

If the Insured's sex or birth date is misstated in the application and it is discovered before the death of the Insured, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of the Insured in calculating future Monthly Deductions.

Evidence of Insurability – We reserve the right to require Evidence of Insurability for any policy change or any premium payment that would result in an increase in Net Amount at Risk.

Maturity – This policy does not mature, but will continue In Force so long as the Insured is alive and the policy has not been surrendered and lapse has not occurred.

After the Monthly Deduction End Date – Provided the Policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all policy provisions, with these exceptions and clarifications:

- Monthly Deductions will cease.
- Premiums will not be accepted.
- Loans will be allowed.
- Loan repayments will be permitted.
- Loan interest will continue to accrue.
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay

interest at the rate required by the state in which this policy is delivered, and such rate will be at least equal to the Guaranteed Minimum Annual Interest Rate shown in the Policy Specifications.

Annual Report – A report will be mailed to your last known address no less frequently than annually. This report will show:

- The beginning and end dates of the reporting period
- The Accumulated Value at the beginning and end of the reporting period
- Amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type
- The Death Benefit at the end of the reporting period on each life covered by the policy
- The Net Cash Surrender Value at the end of the reporting period
- Any Policy Debt outstanding at the end of the reporting period
- Any other information required by law

Policy Illustrations – Upon request we will give you a hypothetical illustration of the future benefits under this policy based upon both guaranteed and current cost factor assumptions. Such illustrations reflect assumptions about the policy's non-guaranteed elements and about how you will use the policy's options. Over time the policy's actual non-guaranteed elements, and your actual use of the policy's options, are likely to vary from the assumptions used in such illustrations. For these reasons, actual policy values will likely be more or less favorable than shown in such illustrations. We reserve the right to charge a fee not to exceed \$25 for each illustration in excess of one per policy year.

Juvenile Insured – This provision only applies if the Insured was under Age 20 on the Policy Date. Beginning when the Insured attains Age 20, you will have an opportunity to improve your Policy's Risk Class as compared with the Risk Class that applied prior to Age 20. This may reduce the actual Cost of Insurance Charge that is deducted from your Policy's Accumulated Value. At least 60 days prior to the Insured's Age 20, we will send to your last known address a notice of your right to apply for an improved Risk Class for the Insured of "Nonsmoker". In order to qualify for such improved Risk Class, you will be required to supply Evidence of Insurability satisfactory to us. In order for such improved Risk Class to take effect at Age 20, you must make the Written Request prior to Age 20. If you do not request an improved Risk Class for the Insured, a Risk Class of "Smoker" will be assigned.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. A detailed statement showing how such values are determined has been filed with the insurance department in states that require such filing. To calculate the minimum required nonforfeiture values, we use the guaranteed interest rate shown in the Policy Specifications and mortality rates from the 2001 CSO mortality tables using age nearest birthday. The rates we use are the same for both smokers and nonsmokers and are sex-distinct unless this policy is issued on a unisex basis, in which case gender-blended rates are used (80% male, 20% female).

Tax Qualification as Life Insurance - This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The policy, including any rider, benefit or endorsement that does not specifically override this tax qualification provision, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. At no time shall the amount of Death Benefit under this policy ever be less than the minimum amount needed to ensure or maintain such tax qualification. If need be, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary to accomplish that purpose. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase(s), starting on the date that each increase is effective. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not published final guidance on all aspects of the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences.**

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

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

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

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

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

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

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

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract

include, but are not limited to, an elective reduction in the Total Face Amount, a Death Benefit Option change that would cause a reduction in the Total Face Amount, and a withdrawal that would cause a reduction in the Total Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original Total Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

Compliance – We reserve the right to make any change to the provisions of this policy from time to time to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this policy is delivered. You have the right to refuse any such change where allowed by state law.

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PACIFIC LIFE

Pacific Life Insurance Company • 45 Enterprise Drive • Aliso Viejo, CA 92656

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Adjustable Face Amount**
- **Non-Participating**

<i>SERFF Tracking Number:</i>	<i>PALD-126788343</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46684</i>
<i>Company Tracking Number:</i>	<i>P10P1U</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>P10P1U</i>		
<i>Project Name/Number:</i>	<i>P10P1U/P10P1U</i>		

Supporting Document Schedules

Item Status: **Status
Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Readability Certification.pdf
 11-83 Paticipating NonPart Life Ins _2_.pdf
 AR1GuarAssocNote.pdf
 AR Reg 19 Cert of Compliance.pdf
 Regulation 34 Cert.pdf

Item Status: **Status
Date:**

Satisfied - Item: Application

Comments:

Application: A10SUW
 Approved: 4/15/2010
 AR #: 45402

Item Status: **Status
Date:**

Satisfied - Item: IA Certification

Comments:

Attachment:

IA Certification.pdf

Item Status: **Status
Date:**

Satisfied - Item: Illustration

Comments:

Attachment:

Prime UL Illustration v1.pdf

READABILITY CERTIFICATION

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

Policy Form Number(s): P10P1U

Form Name(s): Flexible Premium Adjustable Life Insurance Policy
Flesch Score(s): 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

8/24/10



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

BULLETIN 11-83

EXHIBIT A (REVISED)

**CONSENT TO SUBMIT RATES AND/OR
COST BASES FOR APPROVAL**

The Pacific Life Insurance Company (“Company”) of Newport Beach, CA does hereby
(Company Name) (City and State)
consent and agree

A) that all premium rates and/or cost bases both “maximum” and “current or projected,” used in relation to policy form number P10PIN must be filed with the Insurance Commissioner for the State of Arkansas (“Commissioner”) at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Pacific Life Insurance Company
(Company Name)

By Lawrence Hersh, FSA, MAAA
(Name)

Assistant Vice President
(Title or Position)

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: P10P1N

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 July 26, 2010



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

Contact Person:

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

(Arkansas)

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P10P1U

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

Signed for the Company at Aliso Viejo, California on September 9, 2010


SIGNATURE

Jonathan Wallentine, FSA, MAAA
NAME

Product Actuary
TITLE



PACIFIC LIFE

PACIFIC LIFE INSURANCE COMPANY Actuarial Certification of Compliance Regarding Life Insurance Illustrations for

POLICY FORM P10P1U

I, Michael L. Beeson, am a member in good standing of the American Academy of Actuaries. I am an employee of Pacific Life Insurance Company (“Pacific Life”) and have been appointed by the Board of Directors of Pacific Life to perform the duties of Illustration Actuary for Pacific Life for plans of insurance subject to applicable Life Insurance Illustration regulations or laws (“the Regulation”). A copy of the Board resolution documenting my appointment, along with the Corporate Secretary’s certification of such resolution, effective June 19, 2007, is attached. I meet the requirements of the American Academy of Actuaries and of the regulation for making this certification. I am familiar with the Regulation and with the applicable Actuarial Standard of Practice (ASOP #24) promulgated by the Actuarial Standards Board. Defined terms used herein have the same meanings as in the Regulation.

This certification covers the life insurance policy form referenced above (“plan”), which will be marketed with illustrations. In the course of carrying out my duties I have received and reviewed information from responsible Pacific Life employees regarding the company’s recent historical experience and other developments. I have applied presently accepted standards of actuarial practice, including ASOP #24, to such information in order to develop experience assumptions appropriate for the purpose of forming an opinion regarding the compliance of illustrated scales of nonguaranteed elements with the Regulation. Using such assumptions, I have conducted the required tests of the currently illustrated scale for this plan as prescribed by the Regulation and ASOP #24.

Based on the foregoing and subject to the reliance described in the following paragraph, the scale of nonguaranteed elements used in Pacific Life’s authorized illustrations of this plan complies with the requirements of the Regulation. In addition, the disciplined current scale for this plan complies with ASOP #24.

In connection with making this certification I have received and relied on various reports and data from responsible Pacific Life employees relating to mortality experience and assumptions, investment experience, expense allocations and other matters. I have not independently confirmed the accuracy of such reports and data; however, I have evaluated them for reasonableness and consistency and for appropriateness as a basis for assumptions underlying this certification. In the

time elapsed from the end of the respective observation periods for the supporting data and analyses to the date of this certification, I have not been advised of, nor have I observed, any significant matters that would prevent me from making this certification.

This certification accompanies the initial filing of the referenced plan. It will be updated as a part of the annual certification process required by the Regulation.

This certification may be relied upon only by state insurance regulators and Pacific Life's Board of Directors for the purpose of determining Pacific Life's compliance with the Regulation.

Michael Beeson
Signature of Illustration Actuary

24 August 2010
Date

Michael L. Beeson, FSA, MAAA
Assistant Vice President, Life Modeling
Pacific Life Insurance Co.
45 Enterprise
Aliso Viejo, CA 92656-2601

Proposed Insured: Leland Stanford
 Male, Age 35
 Standard Nonsmoker

Death Benefit Option = A
 Total Face Amount = \$100,000
 Premium Frequency = Annual

Producer:
 Mr. Sam Sample
 PL
 45 Enterprise
 Aliso Viejo, CA 92886

Ledger Illustration Non-Guaranteed Detail

Non-Guaranteed Values (EOY) @ 5.35%						
Yr	Age	Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	Death Benefit (4)	
1	35	758	180	0	100,000	
2	36	758	362	0	100,000	
3	37	758	539	182	100,000	
4	38	758	719	412	100,000	
5	39	758	902	646	100,000	
6	40	758	1,092	888	100,000	
7	41	758	1,289	1,135	100,000	
8	42	758	1,495	1,392	100,000	
9	43	758	1,711	1,660	100,000	
10	44	758	1,938	1,938	100,000	
Total		7,583				
11	45	758	2,596	2,596	100,000	
12	46	758	3,291	3,291	100,000	
13	47	758	4,023	4,023	100,000	
14	48	758	4,795	4,795	100,000	
15	49	758	5,610	5,610	100,000	
16	50	758	6,469	6,469	100,000	
17	51	758	7,373	7,373	100,000	
18	52	758	8,314	8,314	100,000	
19	53	758	9,292	9,292	100,000	
20	54	758	10,309	10,309	100,000	
Total		15,166				
21	55	758	11,387	11,387	100,000	
22	56	758	12,506	12,506	100,000	
23	57	758	13,669	13,669	100,000	
24	58	758	14,873	14,873	100,000	
25	59	758	16,120	16,120	100,000	
26	60	758	17,409	17,409	100,000	
27	61	758	18,743	18,743	100,000	
28	62	758	20,119	20,119	100,000	
29	63	758	21,540	21,540	100,000	
30	64	758	23,008	23,008	100,000	
Total		22,750				

The Ledger Illustration is not complete and cannot be presented without the Basic Illustration report. The Basic Illustration report begins with a page entitled Basic Illustration Narrative Summary. Please refer to the Basic Illustration Tabular Detail for guaranteed elements and other important information.

A zero in the Premium Outlay column does not mean the policy is paid up. Charges will continue to be deducted from the Accumulated Value as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Ledger Illustration Non-Guaranteed Detail

			Non-Guaranteed Values (EOY) @ 5.35%			
Yr	Age	Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	Death Benefit (4)	
31	65	758	24,514	24,514	100,000	
32	66	758	26,060	26,060	100,000	
33	67	758	27,646	27,646	100,000	
34	68	758	29,270	29,270	100,000	
35	69	758	30,930	30,930	100,000	
36	70	758	32,624	32,624	100,000	
37	71	758	34,352	34,352	100,000	
38	72	758	36,113	36,113	100,000	
39	73	758	37,905	37,905	100,000	
40	74	758	39,727	39,727	100,000	
Total		30,333				
41	75	758	41,574	41,574	100,000	
42	76	758	43,444	43,444	100,000	
43	77	758	45,332	45,332	100,000	
44	78	758	47,235	47,235	100,000	
45	79	758	49,158	49,158	100,000	
46	80	758	51,093	51,093	100,000	
47	81	758	53,034	53,034	100,000	
48	82	758	54,979	54,979	100,000	
49	83	758	56,922	56,922	100,000	
50	84	758	58,859	58,859	100,000	
Total		37,916				
51	85	758	60,780	60,780	100,000	
52	86	758	62,679	62,679	100,000	
53	87	758	64,548	64,548	100,000	
54	88	758	66,378	66,378	100,000	
55	89	758	68,160	68,160	100,000	
56	90	758	69,936	69,936	100,000	
57	91	758	71,669	71,669	100,000	
58	92	758	73,361	73,361	100,000	
59	93	758	75,024	75,024	100,000	
60	94	758	76,691	76,691	100,000	
Total		45,499				

The Ledger Illustration is not complete and cannot be presented without the Basic Illustration report. The Basic Illustration report begins with a page entitled Basic Illustration Narrative Summary. Please refer to the Basic Illustration Tabular Detail for guaranteed elements and other important information.

A zero in the Premium Outlay column does not mean the policy is paid up. Charges will continue to be deducted from the Accumulated Value as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Proposed Insured: Leland Stanford
 Male, Age 35
 Standard Nonsmoker

Death Benefit Option = A
 Total Face Amount = \$100,000
 Premium Frequency = Annual

Producer:
 Mr. Sam Sample
 PL
 45 Enterprise
 Aliso Viejo, CA 92886

Ledger Illustration Non-Guaranteed Detail

Non-Guaranteed Values (EOY) @ 5.35%					
Yr	Age	Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	Death Benefit (4)
61	95	758	78,442	78,442	100,000
62	96	758	80,295	80,295	100,000
63	97	758	82,333	82,333	100,000
64	98	758	84,606	84,606	100,000
65	99	758	87,216	87,216	100,000
66	100	758	90,291	90,291	100,000
67	101	758	94,074	94,074	100,000
68	102	758	99,044	99,044	100,035
69	103	758	104,949	104,949	105,998
70	104	758	111,128	111,128	112,239
Total		53,082			
71	105	758	117,590	117,590	118,766
72	106	758	124,341	124,341	125,584
73	107	758	131,391	131,391	132,705
74	108	758	138,748	138,748	140,135
75	109	758	146,425	146,425	147,889
76	110	758	154,448	154,448	155,992
77	111	758	162,830	162,830	164,458
78	112	758	171,584	171,584	173,300
79	113	758	180,774	180,774	182,581
80	114	758	190,420	190,420	192,324
Total		60,666			
81	115	758	200,546	200,546	202,552
82	116	758	211,176	211,176	213,288
83	117	758	222,334	222,334	224,558
84	118	758	234,048	234,048	236,388
85	119	758	246,344	246,344	248,807
86	120	758	259,251	259,251	261,843
Total		65,216			

The Ledger Illustration is not complete and cannot be presented without the Basic Illustration report. The Basic Illustration report begins with a page entitled Basic Illustration Narrative Summary. Please refer to the Basic Illustration Tabular Detail for guaranteed elements and other important information.

A zero in the Premium Outlay column does not mean the policy is paid up. Charges will continue to be deducted from the Accumulated Value as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.



Illustrated Coverage	Basic Coverage Type	Face Amount	Start Year	End Year
		100,000	1	69

There are two different Basic Coverage Types: Type DB and Type CV. Each Basic Coverage Type provides for its own set of policy charges, including surrender charges; current interest rate; and non-guaranteed interest bonus. These charges and rates will affect the pattern of death benefits and potential Cash Surrender Value growth. Your choice of coverage type is irrevocable, and cannot be changed once the policy is issued. When deciding which type to choose, there are several factors to consider.

Death Benefit Option You may select one of the following death benefit options under your policy:

- (A) a benefit equal to the Total Face Amount,
- (B) a benefit equal to the sum of the Total Face Amount and the Accumulated Value,
- (C) a benefit equal to the sum of the Total Face Amount and the total amount of premiums paid (less any Withdrawals).

<u>Death Benefit Option</u>	<u>Start Year</u>	<u>End Year</u>
A	1	76

The Death Benefit column reflects: 1) any future changes described in the previous tables; 2) the death benefit option; and 3) any additional amounts necessary for the illustrated policy to qualify as life insurance under federal income tax laws.

Premium

Illustrated premiums are assumed to be paid at the beginning of each premium payment interval in the amounts and frequencies shown below.

<u>Premium</u>	<u>Frequency</u>	<u>Annualized Premium</u>	<u>Start Year</u>	<u>End Year</u>
758.32	Annual	758.32	1	69

The actual premium amounts and number of years of premium payments needed to maintain the illustrated policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options. **As with any other deviations from the assumptions of this illustration, if your actual premium payments occur in different amounts or different times than illustrated, the illustrated policy values and benefits may not be achieved and may increase the likelihood that the policy may lapse.**

We reserve the right to require evidence of insurability, acceptable to us, for any premium payments that would result in an immediate increase in the Death Benefit that is greater than the increase in Accumulated Value.

The annual premium required to guarantee the initial Total Face Amount for the duration of the contract exceeds the maximum allowable Guideline Level Premium of \$1,340.62. For additional information on guideline premiums, please see the **Tax Information** section of this illustration.

Interest Rate

At the time this illustration was prepared, the current declared interest rate applicable to this product was 5.35%. The declared interest rate in effect when the policy is issued is guaranteed for the first policy year. After the first policy year, non-guaranteed interest credits are based on a declared interest rate. The current declared interest rate is set at Pacific Life's discretion and is likely to change but will never be less than the guaranteed rate of 3.00%. At the end of each policy month, we will credit interest to the Accumulated Value. The table below shows the hypothetical declared interest rates used in this illustration for calculating non-guaranteed interest credits on the unloaned Accumulated Value.

<u>Rate</u>	<u>Start Year</u>	<u>End Year</u>
5.35%	1	69

Starting in policy year 21, we currently credit an additional non-guaranteed interest bonus at a rate of 0.20% per year. This additional interest is reflected in this illustration, but is not guaranteed.

Accumulated Value

Accumulated Value is the net premiums (premium minus premium load) less cost of insurance and other charges, accumulated at interest. The Accumulated Value is subject to several monthly deductions: cost of insurance charges, administrative charges, coverage charges, and deductions for optional insurance benefits, if present.

We may profit from any policy charge, including those listed above, and may use those profits for any lawful purpose, such as the payment of distribution and administrative expenses.

All charges and Policy Loans and Withdrawals will be deducted from the Accumulated Value. If the total Net Accumulated Value is not sufficient to cover the monthly charges, you will need to pay additional premium at that time to keep the policy in force unless your Short Term No-Lapse Guarantee is in effect.

Cash Surrender Value

The Cash Surrender Value is the Accumulated Value minus the surrender charge. The Net Cash Surrender Value is the amount available upon surrender and the amount available for Policy Loans and Withdrawals. The surrender charge is determined by the insured's Age and risk classification, the death benefit option selected, the initial Basic Coverage face amount, and any Basic Coverage face amount increases. The surrender charge reaches zero 120 policy months after the later of issue date or the last increase in Basic Coverage face amount.

Available Riders

The following riders may be available with your policy at an additional cost provided the eligibility criteria are met. Your producer can provide you with additional illustrations that include one or more of these riders so that you can evaluate the impacts such riders have on policy values. Certain riders may not be available through your producer and rider features and availability may vary by state.

Rider Name (Form Series)	
Accelerated Living Benefits Rider (R06ALB)	Guaranteed Insurability Rider (R84-GI)
Accidental Death Benefit (R84-AD)	Overloan Protection Rider II (R08OLP)
Annual Renewable Term Rider - Additional Insured (R08RTA)	Owner Waiver of Charges Rider (R84-OWC)
Children's Term Rider (R84-CT)	Payor Waiver of Charges (R84-PWC)
Conversion Rider (R06CON)	Short-Term No-Lapse Guarantee Rider (R02NL5)
	Waiver of Charges Rider (R84-WC)

Illustrated Riders

The benefits and costs of the riders listed below are reflected in this illustration. A brief description of the requested riders follows. Unless otherwise noted, costs are deducted monthly from the Accumulated Value.

Short-Term No-Lapse Guarantee Rider (STNLG) While the STNLG is in effect, your policy will not lapse or enter the grace period even if the policy's Net Accumulated Value is zero. The STNLG is only in effect if the minimum requirements are met, which includes the ongoing payment of the STNLG premium during the guarantee period of 20 years.

Initial STNLG Premiums			
Annual	Semi-Annual	Quarterly	Monthly
658.89	332.68	167.15	55.90

Your STNLG premium requirements will be higher if you take distributions or increase the benefits. Any benefit changes illustrated after the first policy year may result in a corresponding change in the STNLG premium and are not reflected in the previous table. If the policy is being maintained solely by the STNLG premium you will be foregoing the advantage of building Accumulated Value.

If, during the guarantee period, you have not paid the minimum STNLG premium, it may be reinstated by paying the catch-up amount. The catch-up amount will be quoted upon request.

If the Net Accumulated Value becomes less than or equal to zero and if the NLG is in effect, the uncollected Monthly Deductions are accumulated with interest at an annual rate of 4%. To keep your policy active at the end of the NLG period, you will need to make a net premium payment at least equal to the uncollected Monthly Deductions plus accrued interest and you will need to continue to make future premiums that will be significantly higher than the STNLG premium you were paying.

This rider is provided at no additional cost. (Form Series R02NL5)

Other Riders

The following riders are automatically included in your policy, but have not been illustrated. See the individual rider descriptions for more information.

Accelerated Living Benefit Rider Gives you access to a portion of the policy's Basic Coverage face amount if the person insured by the policy has been diagnosed with a terminal illness resulting in a life expectancy of twelve months or less. In some states, the rider's benefit will be available even if the insured's life expectancy is longer than twelve months. Benefits are subject to state requirements, may be subject to taxation and may impact eligibility for Medicaid or other government benefits. Please refer to the Accelerated Living Benefit Rider Disclosure Statement and consult your legal and tax advisor for more information.

This rider is provided at no additional cost. (Form Series R06ALB)

Overloan Protection II Rider If exercised and as long as the rider remains in force, guarantees that the policy will not lapse even if the Policy Debt exceeds the Accumulated Value. The rider can be exercised only if all of the conditions of the rider are met. You may not be able to exercise this rider as illustrated if your actual use of the policy's options, actual interest rate, policy charges, premium amount or frequency, differs from those assumed. Upon exercising this rider, a one-time rider exercise charge will be assessed. This amount will vary depending on the actual Accumulated Value at the time of exercising this rider. Certain transactions and policy changes after exercising the rider will terminate the rider. If this rider terminates other than by the death of the insured, any amount by which the Policy Debt exceeds the Accumulated Value is due and payable. This rider is provided at no additional cost until the rider is exercised. The potential tax consequences of the Overloan Protection Rider have not specifically been ruled on by the IRS or the courts. Consult your tax advisor. (Form Series R08OLP)

Tax Information

This material is not intended or written by Pacific Life to be used, and it cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer. This material is written to support the promotion or marketing of the transaction(s) or matter(s) addressed by this material. Any taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Although the information contained in this illustration is based on our understanding of the Internal Revenue Code (IRC) and on certain tax and legal assumptions, it is not intended to be tax or legal advice. Such advice should be obtained from your own counsel or other tax advisor. Tax laws or interpretations of tax laws can change. This may cause the performance and underlying tax assumptions of this policy, including any riders, to be different than illustrated. For example, tax law changes may result in distributions that are more or less than illustrated. In some cases, these changes could result in a decrease in policy values or lapse. You should request an inforce illustration from your producer periodically so that you can monitor your policy's performance in light of any tax law changes. Your actual taxes will be different from those illustrated.

Tax Rate The following tax rates you provided have been used to estimate your taxes, if any, due to a distribution:

Rate	Start Year	End Year
31.00%	1	69

Death Proceeds For federal income tax purposes, life insurance Death Benefits generally pay income tax-free to beneficiaries pursuant to IRC Sec. 101(a)(1). In certain situations, however, life insurance Death Benefits may be partially or wholly taxable. Situations include, but are not limited to: the transfer of a life insurance policy for valuable consideration unless the transfer qualifies for an exception under IRC Sec. 101(a)(2) (i.e. the "transfer-for-value rule"); arrangements that lack an insurable interest based on state law; and an employer-owned policy unless the policy qualifies for an exception under IRC Sec. 101(j).

Guideline Premium Test A life insurance policy will qualify as life insurance under IRC Section 7702 if it meets one of two alternative tests. This illustration uses the Guideline Premium Test which requires that the sum of premiums paid reduced by non-taxable Withdrawals at any time does not exceed the greater of the guideline single premium or the sum of the guideline level premiums at such time, and the Death Benefit payable under the policy at any time is at least equal to an applicable percentage of the Accumulated Value (the "cash value corridor test"). Guidelines are calculated at issue, but must be recalculated upon certain changes in the terms or benefits of the policy. Failure to qualify as life insurance will result in adverse tax consequences.

Modified Endowment Contract (MEC) As defined in IRC Section 7702A, a life insurance policy becomes a Modified Endowment Contract (MEC) if the cumulative premium payments (less nontaxable Withdrawals) applicable to the Policy's Seven-Pay-Test Period exceed, at any time during that Seven-Pay-Test Period, the cumulative total of the Seven-Pay Premiums in that Period (the 7-pay test).

The Seven-Pay-Test Period starts when a policy is issued and runs for seven years, but it will start over and run for seven more years if there is a Material Change in the terms or benefits of the policy. A Material Change can happen even if the most recent Seven-Pay Test period has ended. Each time a Material Change occurs the policy will start a new Seven-Pay-Test period and a new Seven-Pay Premium limitation will apply during the next seven years. A Material Change will subject a single life policy to retroactive Seven-Pay Reduction Testing if there is a reduction in benefits during the new Seven-Pay-Test period. Such retroactive reduction testing may cause the policy to become a MEC. In addition to a requested reduction in benefits, there could also be a concern if the policy Face Amount is reduced due to a withdrawal. **Prior to any Material Change you should consider whether future reductions or withdrawals may take place during the subsequent 7-year period. If so, you may want to request an in-force illustration and consult your tax advisor.**

For purposes of the Seven-Pay Test rules, a Material Change will generally occur if there is both: 1) an increase in policy Pacific Prime UL

benefits; and 2) a premium payment not necessary to fund the policy benefits assumed in the most recent Seven-Pay Premium determination. For purposes of this definition, the increase and the premium payment can occur separately and in either order. A Material Change may also occur as a result of certain other policy changes. IRC 7702A provides that, upon a Material Change, the policy will be subject to a new Seven-Pay Test period, with a new corresponding Seven-Pay Premium.

Generally, once a policy is a MEC, it is always a MEC. However, if premiums in excess of the Seven-Pay Premium limit are paid, the MEC status can be avoided if such premium payments, plus interest (which is taxable), are returned to you within 60 days after the end of the 'measuring year' in which the premium payment was made.

Note that if the benefits of a policy are reduced, the policy may be subject to retroactive "re-testing" with lower Seven-Pay Premium limits based on the reduced benefits. Such "re-testing" of prior premiums can cause a policy to become a MEC. Before you reduce your policy benefits, you should confirm with us whether your policy would become a MEC.

MEC Status Based on our understanding of the Internal Revenue Code a policy issued and maintained consistent with the assumptions in this illustration would not be a MEC at issue or become one thereafter.

Whether and when your policy might actually become a MEC depends on the timing and amounts of premium payments and Withdrawals, the policy's non-guaranteed elements, your actual use of the policy's options, and any policy changes made pursuant to your request. The federal income tax consequences of a MEC can be significant. Consult your tax advisor for further details.

Taxable Income Lapses or Surrenders With an Outstanding Policy Loan:
If a life insurance Policy Loan is still outstanding when a policy is surrendered or lapses, the Policy Loan is automatically repaid from policy values. This will result in taxable income to the extent the Net Cash Surrender Value plus the amount of the repaid loan exceeds the cost basis of the policy. This potential tax is not reflected in any tax calculation(s) included in this illustration.

Assuming the life insurance policy is not a MEC:

1. Withdrawals (and other distributions) are taxed under the "cost recovery rule" and are generally taxable only to the extent the Withdrawal exceeds the cost basis of the policy. Policy cost basis generally equals the gross premiums paid less prior untaxed Withdrawals.
2. However, Withdrawals in the first 15 policy years may be taxable in part or in full under IRC 7702(f)(7)(B) if they occur in connection with a reduction in benefits.
3. Further, when such a reduction in benefits has occurred during the first 15 policy years, it is possible that earlier Withdrawals (within the two years prior to the reduction in benefits) may be similarly taxable. This illustration does not reflect this "two years prior" taxation.
4. After 15 policy years, Withdrawals up to policy cost basis are not taxable.

If the life insurance policy is a MEC:

1. Distributions from a MEC, including Withdrawals, Policy Loans, and certain assignments, are taxed to the extent of gain in the policy and may be subject to additional penalties. Generally, gain in the policy is the excess, if any, of the Accumulated Value, not reduced by Policy Debt over the policy cost basis.
2. Further, distributions taken from a policy during the two years prior to the policy becoming a MEC will be subject to MEC rules in the year the policy became a MEC and may become taxable at that time. This illustration does not reflect this "two years prior" taxation.

Initial Premium Limits Summary	Seven-Pay Premium \$3,358.26	Guideline Single Premium \$15,760.75	Guideline Level Premium \$1,340.62
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When the Death Benefit is greater than the Face Amount due to Accumulated Value growth, payment of additional premium will be subject to approval.

Future Action Required This illustration does not reflect any future changes that require a written request. However, if you want to make changes to your policy, you must request the change in writing.

Other Information The sale or liquidation of any stock, bond, individual retirement account (IRA), certificate of deposit (CD), mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early Withdrawal penalties, or other costs or penalties as a result of the sale or liquidation. You may wish to consult independent legal or financial advice before selling or liquidating any assets, prior to the purchase of the life insurance product being solicited.

Basic Illustration Numeric Summary

Yr	Age	Cumulative Premium Outlay	Guaranteed (EOY) 3.00%		Non-Guaranteed (EOY)			
			Cash Surrender Value	Death Benefit	Intermediate		Illustrated 5.35%	
					Cash Surrender Value	Death Benefit	Cash Surrender Value	Death Benefit
5	39	3,792	0	100,000	54	100,000	646	100,000
10	44	7,583	0	100,000	447	100,000	1,938	100,000
20	54	15,166	0	100,000	2,230	100,000	10,309	100,000
30	64	22,750	##	##	##	##	23,008	100,000
35	69	26,541					30,930	100,000

Insurance coverage will cease in year 21 based on guaranteed assumptions. Insurance coverage will cease in year 30 based on intermediate assumptions. Insurance coverage will cease in year 69 based on illustrated assumptions.

I have received and read a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be higher or lower. The producer has told me that they are not guaranteed. I understand this is an illustration and not a contract. For full policy details, I will refer to the contract.

 APPLICANT'S SIGNATURE*

 DATE

*If a Corporation, the signature and title of an authorized officer is required, and the full name of the Corporation must be shown. If a Trust all required Trustees must sign according to the trust agreement.

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed elements are subject to change. I have made no statements that are inconsistent with this illustration.

 PRODUCER'S SIGNATURE
 PL PRODUCER#

 DATE

Proposed Insured: Leland Stanford
 Male, Age 35
 Standard Nonsmoker

Death Benefit Option = A
 Total Face Amount = \$100,000
 Premium Frequency = Annual

Producer:
 Mr. Sam Sample
 PL
 45 Enterprise
 Aliso Viejo, CA 92886

Basic Illustration Tabular Detail

Yr	Age	Guaranteed Values (EOY) @ 3.00%				Non-Guaranteed Values (EOY) @ 5.35%			
		Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	Death Benefit (4)	Accumulated Value (5)	Cash Surrender Value (6)	Death Benefit (7)	
1	35	758	0	0	100,000	180	0	100,000	
2	36	758	0	0	100,000	362	0	100,000	
3	37	758	0	0	100,000	539	182	100,000	
4	38	758	0	0	100,000	719	412	100,000	
5	39	758	0	0	100,000	902	646	100,000	
6	40	758	0	0	100,000	1,092	888	100,000	
7	41	758	0	0	100,000	1,289	1,135	100,000	
8	42	758	0	0	100,000	1,495	1,392	100,000	
9	43	758	0	0	100,000	1,711	1,660	100,000	
10	44	758	0	0	100,000	1,938	1,938	100,000	
Total		7,583							
11	45	758	0	0	100,000	2,596	2,596	100,000	
12	46	758	0	0	100,000	3,291	3,291	100,000	
13	47	758	0	0	100,000	4,023	4,023	100,000	
14	48	758	0	0	100,000	4,795	4,795	100,000	
15	49	758	0	0	100,000	5,610	5,610	100,000	
16	50	758	0	0	100,000	6,469	6,469	100,000	
17	51	758	0	0	100,000	7,373	7,373	100,000	
18	52	758	0	0	100,000	8,314	8,314	100,000	
19	53	758	0	0	100,000	9,292	9,292	100,000	
20	54	758	0	0	100,000	10,309	10,309	100,000	
Total		15,166							
21	55	758	0	0	0	11,387	11,387	100,000	
22	56	758	0	0	0	12,506	12,506	100,000	
23	57	758	0	0	0	13,669	13,669	100,000	
24	58	758	0	0	0	14,873	14,873	100,000	
25	59	758	0	0	0	16,120	16,120	100,000	
26	60	758	0	0	0	17,409	17,409	100,000	
27	61	758	0	0	0	18,743	18,743	100,000	
28	62	758	0	0	0	20,119	20,119	100,000	
29	63	758	0	0	0	21,540	21,540	100,000	
30	64	758	0	0	0	23,008	23,008	100,000	
Total		22,750							

A zero in the Premium Outlay column does not mean the policy is paid up. Charges will continue to be deducted from the Accumulated Value as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Basic Illustration Tabular Detail

Yr	Age	Premium Outlay (1)	Guaranteed Values (EOY) @ 3.00%			Non-Guaranteed Values (EOY) @ 5.35%		
			Accumulated Value (2)	Cash Surrender Value (3)	Death Benefit (4)	Accumulated Value (5)	Cash Surrender Value (6)	Death Benefit (7)
31	65	758	0	0	0	24,514	24,514	100,000
32	66	758	0	0	0	26,060	26,060	100,000
33	67	758	0	0	0	27,646	27,646	100,000
34	68	758	0	0	0	29,270	29,270	100,000
35	69	758	0	0	0	30,930	30,930	100,000
36	70	758	0	0	0	32,624	32,624	100,000
37	71	758	0	0	0	34,352	34,352	100,000
38	72	758	0	0	0	36,113	36,113	100,000
39	73	758	0	0	0	37,905	37,905	100,000
40	74	758	0	0	0	39,727	39,727	100,000
Total		30,333						
41	75	758	0	0	0	41,574	41,574	100,000
42	76	758	0	0	0	43,444	43,444	100,000
43	77	758	0	0	0	45,332	45,332	100,000
44	78	758	0	0	0	47,235	47,235	100,000
45	79	758	0	0	0	49,158	49,158	100,000
46	80	758	0	0	0	51,093	51,093	100,000
47	81	758	0	0	0	53,034	53,034	100,000
48	82	758	0	0	0	54,979	54,979	100,000
49	83	758	0	0	0	56,922	56,922	100,000
50	84	758	0	0	0	58,859	58,859	100,000
Total		37,916						
51	85	758	0	0	0	60,780	60,780	100,000
52	86	758	0	0	0	62,679	62,679	100,000
53	87	758	0	0	0	64,548	64,548	100,000
54	88	758	0	0	0	66,378	66,378	100,000
55	89	758	0	0	0	68,160	68,160	100,000
56	90	758	0	0	0	69,936	69,936	100,000
57	91	758	0	0	0	71,669	71,669	100,000
58	92	758	0	0	0	73,361	73,361	100,000
59	93	758	0	0	0	75,024	75,024	100,000
60	94	758	0	0	0	76,691	76,691	100,000
Total		45,499						
61	95	758	0	0	0	78,442	78,442	100,000
62	96	758	0	0	0	80,295	80,295	100,000
63	97	758	0	0	0	82,333	82,333	100,000
64	98	758	0	0	0	84,606	84,606	100,000
65	99	758	0	0	0	87,216	87,216	100,000
66	100	758	0	0	0	90,291	90,291	100,000
67	101	758	0	0	0	94,074	94,074	100,000
68	102	758	0	0	0	99,044	99,044	100,035
69	103	758	0	0	0	104,949	104,949	105,998
70	104	758	0	0	0	111,128	111,128	112,239
Total		53,082						

A zero in the Premium Outlay column does not mean the policy is paid up. Charges will continue to be deducted from the Accumulated Value as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Basic Illustration Tabular Detail

Yr	Age	Guaranteed Values (EOY) @ 3.00%				Non-Guaranteed Values (EOY) @ 5.35%			
		Premium Outlay (1)	Accumulated Value (2)	Cash Surrender Value (3)	Death Benefit (4)	Accumulated Value (5)	Cash Surrender Value (6)	Death Benefit (7)	
71	105	758	0	0	0	117,590	117,590	118,766	
72	106	758	0	0	0	124,341	124,341	125,584	
73	107	758	0	0	0	131,391	131,391	132,705	
74	108	758	0	0	0	138,748	138,748	140,135	
75	109	758	0	0	0	146,425	146,425	147,889	
76	110	758	0	0	0	154,448	154,448	155,992	
77	111	758	0	0	0	162,830	162,830	164,458	
78	112	758	0	0	0	171,584	171,584	173,300	
79	113	758	0	0	0	180,774	180,774	182,581	
80	114	758	0	0	0	190,420	190,420	192,324	
Total		60,666							
81	115	758	0	0	0	200,546	200,546	202,552	
82	116	758	0	0	0	211,176	211,176	213,288	
83	117	758	0	0	0	222,334	222,334	224,558	
84	118	758	0	0	0	234,048	234,048	236,388	
85	119	758	0	0	0	246,344	246,344	248,807	
86	120	758	0	0	0	259,251	259,251	261,843	
Total		65,216							

Insurance coverage will cease in year 21 based on guaranteed assumptions. Insurance coverage would remain in force at least through year 86 (Age 120) based on illustrated assumptions.

A zero in the Premium Outlay column does not mean the policy is paid up. Charges will continue to be deducted from the Accumulated Value as long as the policy remains in-force. The actual premium amounts and number of years of premium payments that are needed to maintain the illustrated non-guaranteed policy benefits will depend on the policy's non-guaranteed elements and on your actual use of the policy's options.

Column Definitions

Column Name	Description
Accumulated Value	Accumulated Value less Policy Debt.
Age	The insured's age on the birthday nearest the beginning of the policy year shown.
BOY	Beginning of the illustrated policy year.
Cash Surrender Value	The Accumulated Value minus any applicable surrender charge.
Death Benefit	The amount payable upon your death. The Death Benefit is always reduced by any Policy Debt and increased by any applicable rider benefits.
EOY	End of the illustrated policy year.
"Guaranteed" Columns	Reflect maximum policy charges and guaranteed interest.
"Illustrated" Columns	Reflect the assumptions about non-guaranteed elements which are described throughout the illustration.
Premium Outlay	The sum of the premium payments you plan to make each year.
Year	The number of years from when the policy was issued.

<i>SERFF Tracking Number:</i>	<i>PALD-126788343</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46684</i>
<i>Company Tracking Number:</i>	<i>P10P1U</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>P10P1U</i>		
<i>Project Name/Number:</i>	<i>P10P1U/P10P1U</i>		

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)
08/26/2010	Supporting	Flesch Certification Document	09/16/2010	Readability Certification.pdf 11-83 Participating NonPart Life Ins _2_.pdf AR1GuarAssocNote.pdf AR Reg 19 Cert of Compliance.pdf