

SERFF Tracking Number: PACL-126999527 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 47803
Company Tracking Number: 20-1204 & 20-1205
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Guaranteed Withdrawal Benefit VII Rider
Project Name/Number: Guaranteed Withdrawal Benefit VII Rider /20-1204 & 20-1205

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Guaranteed Withdrawal Benefit SERFF Tr Num: PACL-126999527 State: Arkansas

VII Rider

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed-Approved-Closed State Tr Num: 47803

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 20-1204 & 20-1205 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Maysy Novak, Brian

Disposition Date: 01/28/2011

Deleget, Karen Givens

Date Submitted: 01/26/2011

Disposition Status: Approved-Closed

Implementation Date Requested: 05/02/2011

Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Withdrawal Benefit VII Rider

Status of Filing in Domicile: Pending

Project Number: 20-1204 & 20-1205

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/28/2011

Deemer Date:

State Status Changed: 01/28/2011

Submitted By: Maysy Novak

Created By: Maysy Novak

Filing Description:

Corresponding Filing Tracking Number:

To the Individual Life Insurance Department of Arkansas.

We are submitting the following variable annuity forms for approval.

Form Number Form Description

20-1204 Guaranteed Withdrawal Benefit VII Rider – Single Life

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Product Name: Guaranteed Withdrawal Benefit VII Rider
Project Name/Number: Guaranteed Withdrawal Benefit VII Rider /20-1204 & 20-1205
20-1205 Guaranteed Withdrawal Benefit VII Rider – Joint Life

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

Guaranteed Withdrawal Benefit VII Rider – Single Life (20-1204)

Summary of Rider Benefits:

If elected by the Owner and subject to the conditions set forth in the rider, this rider allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates.

Eligibility:

The rider may be purchased and added to the Contract at the time of application for the contract or on any contract anniversary, provided that on the date the rider is purchased (the "Rider Effective Date"):

- (a) the age of the Annuitant is 85 years or younger;
- (b) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA; and
- (c) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Annual Charge:

Currently, an annual charge for expenses related to this Rider will be deducted on a quarterly basis. The annual charge is equal to 0.30% (0.075% quarterly) and will not exceed a maximum annual charge percentage of 1.20% (0.30% quarterly) multiplied by the Protected Payment Base on the day the charge is deducted.

Guaranteed Withdrawal Benefit VII Rider – Joint Life (20-1205)

Summary of Rider Benefits:

If elected by the Owner and subject to the conditions set forth in the rider, this rider allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates.

Eligibility:

The rider may be purchased and added to the Contract at the time of application for the contract or on any contract anniversary, provided that on the date the rider is purchased (the "Rider Effective Date"):

- (a) the age of each Designated Life is 85 years or younger;

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(b) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA; and
(c) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

Annual Charge:

Currently, an annual charge for expenses related to this Rider will be deducted on a quarterly basis. The annual charge is equal to 0.50% (0.125% quarterly) and will not exceed a maximum annual charge percentage of 1.50% (0.375% quarterly) multiplied by the Protected Payment Base on the day the charge is deducted.

Availability

When approved, this rider will be available to new and in-force contract owners of the individual variable annuity contract forms listed below, as well as any future variable annuity contract that may be approved prospectively by the Department:

Form Number	State	Tracking Number	Date Approved	SERFF Tracking Number
10-10300	N/A	11/25/02	N/A	
10-1107	31740	1/31/06	USPH-6L4R2B106	
10-1108	26069	4/14/04	USPH-5XUQH984	
10-1128	31553	1/12/06	USPH-6K8MUR948	
10-1130	33657	9/15/06	USPH-6T8LDL846	
10-1170	43556	9/28/09	PACL-126272908	
10-1180	46475	8/16/10	PACL-126746555	
10-1185-L	46309	8/4/10	PACL-126708889	
10-1185	46309	8/4/10	PACL-126708889	
10-17800	N/A	4/4/03	USPH-5L3VPU266	
* 10-1100	N/A	5/30/03	USPH-5MKLVB931	
* 10-1101	N/A	6/20/03	USPH-5NMUA7895	
* 10-1116	27700	10/21/04	USPH-65WSVW597	
* 10-1136	35679	4/24/07	PACL-125155469	
* 10-1143	38370	3/13/08	PACL-125512296	
* 10-12600	N/A	12/28/99	N/A	
* 10-13000	N/A	11/13/00	N/A	
* 10-13100	N/A	11/13/00	N/A	
* 10-13200	N/A	11/27/00	N/A	
* 10-16700	N/A	1/10/02	N/A	
* 90-53	N/A	7/6/90	N/A	
* 95-01	N/A	12/22/95	N/A	

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Product Name: Guaranteed Withdrawal Benefit VII Rider
Project Name/Number: Guaranteed Withdrawal Benefit VII Rider /20-1204 & 20-1205
* PORT-96 N/A 11/27/96 N/A
* PV9808 N/A 8/11/98 N/A
* PV9808-2 N/A 1/26/00 N/A

*Sales of this form have been discontinued. The rider will be available to in-force Contract Owners only.

The forms submitted:

- are exempt from flesch score readability requirements as it is a security subject to federal jurisdiction;
- will be filed with the Securities and Exchange Commission; and
- are in final print and subject to only minor modification in paper size, stock, ink, border, Company logo, and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees are included in this submission. To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction. Should you have any questions or require additional information, please call toll-free 1-866-746-2724 ext. 3281.

Sincerely,

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

Company and Contact

Filing Contact Information

Givens Karen, Sr. Compliance Analyst Karen.Givens@PacificLife.com
1299 Farnam Street, 10th Floor 402-574-3281 [Phone]
Omaha, NE 68102 402-574-3256 [FAX]

Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska

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 Product Name: Guaranteed Withdrawal Benefit VII Rider
 Project Name/Number: Guaranteed Withdrawal Benefit VII Rider /20-1204 & 20-1205
 700 Newport Center Drive Group Code: 709 Company Type: Annuities
 Newport Beach, CA 92660-6397 Group Name: State ID Number:
 (800) 722-2333 ext. [Phone] FEIN Number: 95-1079000

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$50 X 2 = \$100
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$100.00	01/26/2011	44116749

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TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Guaranteed Withdrawal Benefit VII Rider
Project Name/Number: Guaranteed Withdrawal Benefit VII Rider /20-1204 & 20-1205

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/28/2011	01/28/2011

SERFF Tracking Number: PACL-126999527 *State:* Arkansas
Filing Company: Pacific Life Insurance Company *State Tracking Number:* 47803
Company Tracking Number: 20-1204 & 20-1205
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Guaranteed Withdrawal Benefit VII Rider
Project Name/Number: Guaranteed Withdrawal Benefit VII Rider /20-1204 & 20-1205

Disposition

Disposition Date: 01/28/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Company Tracking Number: 20-1204 & 20-1205
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Guaranteed Withdrawal Benefit VII Rider
 Project Name/Number: Guaranteed Withdrawal Benefit VII Rider /20-1204 & 20-1205

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	CERTIFICATION		Yes
Form	Guaranteed Withdrawal Benefit VII Rider – Single Life		Yes
Form	Guaranteed Withdrawal Benefit VII Rider – Joint Life		Yes

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Form Schedule

Lead Form Number: 20-1204

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	20-1204	Policy/Cont Guaranteed ract/Fratern Withdrawal Benefit al VII Rider – Single Certificate: Life Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	R1204 Generic.pdf
	20-1205	Policy/Cont Guaranteed ract/Fratern Withdrawal Benefit al VII Rider – Joint Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	R1205 Generic.pdf



GUARANTEED WITHDRAWAL BENEFIT VII RIDER – SINGLE LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.

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Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], the Protected Payment Amount on any day after the Rider Effective Date is equal to zero (\$0).

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is age [59 ½] or older, the Protected Payment Amount on any day after the Rider Effective Date is equal to [4.0%] multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. **THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.**

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit VII Rider – Single Life – You have purchased a Guaranteed Withdrawal Benefit VII Rider – Single Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date: (a) the age of each Annuitant is [85] years or younger; (b) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA; and (c) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider. Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocation requirements in the future.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The annual charge is equal to [0.30%] ([0.075%] quarterly) and will not exceed a maximum annual charge percentage of 1.20% (0.30% quarterly).

The charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Investment Options on a proportionate basis relative to the Account Value in each such Investment Option. Any portion of the annual charge will not be deducted from the DCA Plus fixed account (if available under the Contract).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarterly Rider Anniversary will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

We will waive the charge for the current quarter in the following cases:

- (a) if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant;
- (b) upon full annuitization of the Contract;
- (c) after the Contract Value is zero.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

Change in Annual Charge – The annual charge percentage, and corresponding deduction, may change as a result of any automatic reset or Owner-elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For purposes of this Rider, in no event may any Purchase Payment received on or after the first (1st) Contract Anniversary, measured from the Rider Effective Date result in the total of all Purchase Payments received since that Contract Anniversary to exceed \$100,000, without our prior approval.

This provision only applies if the Contract permits Purchase Payments after the first (1st) Contract Anniversary, measured from the Contract Date.

For purposes of this Rider, we reserve the right to restrict subsequent Purchase Payments.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to Age [59 ½] – If a withdrawal is taken and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge);
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount (including any applicable withdrawal charge).

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

Depletion of Contract Value – If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) was age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) the Contract will cease to provide any death benefit.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], and a withdrawal reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

Automatic Reset – Opt-Out Election – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

Automatic Reset – Future Participation – You may elect not to participate in future automatic resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic resets, you may elect to participate in future automatic resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

Owner-Elected Resets (Non-Automatic) – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of quarterly charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Termination of Rider – This Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day of the first death of an Owner or the date of death of the sole surviving Annuitant;
- (c) the day the Contract is terminated in accordance with the provisions of the Contract;
- (d) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount;
- (e) the day that the Contract Value is reduced to zero and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½];
- (f) the Annuity Date;
- (g) the day we are notified of a change in ownership of a non-qualified Contract, excluding
 - (i) changes in ownership to or from certain trusts; or
 - (ii) adding or removing the Owner's spouse to the Contract.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under subparagraph (b) above.

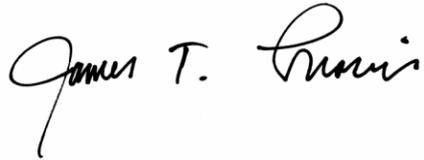
Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

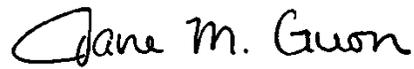
All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[



Chairman and Chief Executive Officer



Secretary

]

GUARANTEED WITHDRAWAL BENEFIT VII RIDER – SINGLE LIFE

SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain hypothetical assumptions and for example purposes only. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by a 65-year old Owner
- Automatic resets are shown, if applicable
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base is increased by the amount of the purchase payment and the Protected Payment Amount is adjusted to equal 4% of the new Protected Payment Base.
- An automatic Reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount increases to \$8,280 (4% x \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280
Activity		\$5,000	\$204,000	\$207,000	\$3,280
Beginning of Year 3			\$205,000	\$207,000	\$8,280
Beginning of Year 4			\$215,000	\$215,000	\$8,600

- Since a withdrawal of less than the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same (\$207,000) and the Protected Payment Amount is reduced by the amount of the withdrawal.

- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$205,000) is less than the Protected Payment Base (\$207,000). The Protected Payment Base (\$207,000) remains the same and the Protected Payment Amount is reset to \$8,280 (4% x 207,000).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 (4% x \$215,000).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280
Activity		\$20,000	\$182,000	\$194,477	\$0
Beginning of Year 3			\$192,000	\$194,477	\$7,779
Beginning of Year 4			\$215,000	\$215,000	\$8,600

- Since the \$20,000 withdrawal in Contract Year 2 exceeds the Protected Payment Amount, the Protected Payment Base is reduced to \$194,477
 - $A = \$11,720 = (\$20,000 - \$8,280)$
 - $B = 0.0605 = \$11,720 / (\$202,000 - \$8,280)$; \$202,000 = contract value prior to the \$20,000 withdrawal
 - Protected Payment Base = \$194,477 = \$207,000 x (1 – 0.0605)
 - The Protected Payment Amount is reduced to \$0 for the remainder of Contract Year 2
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$192,000) is less than the Protected Payment Base (\$194,477). The Protected Payment Base (\$194,477) remains the same and the Protected Payment Amount is reset to \$7,779 (4% x 194,477).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$194,477). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 (4% x \$215,000).

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a 56-year old Owner
- Automatic resets are shown, if applicable

Example 5: Early Withdrawal

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	56	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$202,000	\$200,000	\$0
Beginning of Year 2	57			\$207,000	\$207,000	\$0
Beginning of Year 3	58			\$220,000	\$220,000	\$0
Activity			\$30,000	\$180,000	\$188,562	\$0
Beginning of Year 4	59			\$183,000	\$188,562	\$0
Activity	Attains Age 59 ½			\$178,000	\$188,562	\$7,542
Beginning of Year 5	60			\$185,000	\$188,562	\$7,542
Beginning of Year 6	61			\$215,000	\$215,000	\$8,600

- The Protected Payment Amount is equal to \$0 until the Owner reaches age 59 ½.
- Since the withdrawal of \$30,000 is taken prior to age 59 ½ in Contract Year 3, the Protected Payment Base is reduced to \$188,562; the Protected Payment Base is reset to the lesser of:
 - The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B);
 - $A = \$30,000$

- $B = 0.1429 = \$30,000/\$210,000$; $\$210,000 =$ contract value prior to the $\$30,000$ withdrawal
 - Protected Payment Base = $\$188,562 = \$220,000 \times (1 - 0.1429)$
 - The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.
 - Protected Payment Base = $\$190,000 = \$220,000 - \$30,000$
 - Since $\$188,562$ is less than $\$190,000$, the Protected Payment Base is reduced to $\$188,562$
- At the beginning of Contract Year 4, a Reset does not take place since the Contract Value ($\$183,000$) is less than the Protected Payment Base ($\$188,562$). The Protected Payment Base ($\$188,562$) remains the same. Also, the Protected Payment Amount remains at $\$0$ since the Owner has not reached age $59 \frac{1}{2}$.
- During Contract Year 4, the Owner attains age $59 \frac{1}{2}$. At this time, the Protected Payment Amount is set to $\$7,542$ ($4\% \times \$188,562$).
- At the beginning of Contract Year 5, a Reset does not take place since the Contract Value ($\$185,000$) is less than the Protected Payment Base ($\$188,562$). The Protected Payment Base ($\$188,562$) and Protected Payment Amount ($\$7,542$) remain the same.
- An automatic Reset takes place at the beginning of Contract Year 6, since the Contract Value ($\$215,000$) is higher than the Protected Payment Base ($\$188,562$). This resets the Protected Payment Base to $\$215,000$. Also, the Protected Payment Amount increases to $\$8,600$ ($4\% \times \$215,000$).

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment allocation models will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different investment option programs, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The investment option programs described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. The investment option programs are asset allocation programs, which consist of the Asset Allocation Strategies and Custom Models. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider. You may allocate your Contract Value according to the following requirements:

- 1) 100% among the allowable Asset Allocation Strategies, OR
- 2) 100% among allowable investment options part of the Custom Models program.

Currently, the allowable Asset Allocation Strategies and Custom Models are as follows:

Asset Allocation Strategies	Custom Models
[Pacific Dynamix-Conservative Growth Portfolio] [Pacific Dynamix-Moderate Growth Portfolio] [Pacific Dynamix-Growth Portfolio] [Portfolio Optimization Conservative] [Portfolio Optimization Moderate-Conservative] [Portfoio Optimization Moderate] [Portfolio Optimization Growth][Alliance Bernstein VPS Balanced Wealth Strategy] [BlackRock Global Allocation V.I. Fund] [American Funds® Asset Allocation] [Franklin Templeton VIP Founding Funds] [GE Investments Total Return Fund] [Invesco V.I. Balanced-Risk Allocation Fund] [MFS Total Return Series] [PIMCO Global Multi-Asset Portfolio]	[Allowable investment options within various asset groups as described in the Custom Models section of this Appendix A.]

- 1) **Custom Models** – The Custom Models program allows you, with the help of your financial professional, to create your own asset allocation model that will comply with the investment allocation requirements applicable to this Rider. You will create your own model using the requirements listed below.

To create your model, you may select investment options from the available Categories listed in the table below. You must allocate at least [25%] of your Purchase Payment or Contract Value into each one of the available Categories. You may not allocate more than [15%] of your Purchase Payment or Contract Value into any one Investment Option within Category A, B, or C. Category D is optional and you are not required to allocate any part of your Purchase Payment or Contract Value to this Category. If you choose to allocate your Purchase Payment or Contract Value to Category D, you are allowed to allocate more than [15%] to any one Investment Option within Category D. Allocation percentages among the Categories must total [100%]. The model you create will be automatically rebalanced on a quarterly basis.

Category A – Fixed-Income Portfolios	Category B – Domestic Equity Portfolios	Category C – International Equity and Sector Portfolios	Category D – Asset Allocation Strategies
[Floating Rate Loan Cash Management High Yield Bond Managed Bond Inflation Managed Short Duration Bond Diversified Bond Inflation Protected]	[Small-Cap Growth Equity Index Mid-Cap Value Small-Cap Index American Funds® Growth-Income American Funds® Growth Large-Cap Value Small-Cap Equity Comstock Growth LT Focused 30 Long/Short Large-Cap Mid-Cap Equity Mid-Cap Growth Small-Cap Value Main Street® Core Dividend Growth Large-Cap Growth]	[International Small-Cap Technology Health Sciences [International Value International Large-Cap Real Estate Emerging Markets]	[Pacific Dynamix-Conservative Growth Portfolio Pacific Dynamix-Moderate Growth Portfolio Pacific Dynamix-Growth Portfolio Portfolio Optimization Conservative Portfolio Optimization Moderate-Conservative Portfolio Optimization Moderate Portfolio Optimization Growth Alliance Bernstein VPS Balanced Wealth Strategy American Funds® Asset Allocation BlackRock Global Allocation V.I. Fund Franklin Templeton VIP Founding Funds GE Investments Total Return Fund Invesco V.I. Balanced-Risk Allocation Fund MFS Total Return Series PIMCO Global Multi-Asset Portfolio]

2) **Asset Allocation Strategies.** You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[Pacific Dynamix-Conservative Growth Portfolio
Pacific Dynamix-Moderate Growth Portfolio
Pacific Dynamix-Growth Portfolio
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
Portfolio Optimization Growth
Alliance Bernstein VPS Balanced Wealth Strategy
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Franklin Templeton VIP Founding Funds
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed twelve (12) months.

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment option program or options within a program selection at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment option program or options within a program is best suited to your financial needs, investment time horizon, and is consistent with your risk comfort level. You should periodically review those factors to determine if you need to change programs or options within a program to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider;
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program; or
- (c) you change the allocation percentages of your Custom Model program such that the changes do not comply with the requirements described in the Custom Models section of this Appendix A.

We will send you written notice in the event any transaction described in subparagraphs (a) through (c) above occur.



GUARANTEED WITHDRAWAL BENEFIT VII RIDER – JOINT LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.

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Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

Designated Lives (each a “**Designated Life**”) – Designated Lives must be natural persons who are each other’s spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, a Designated Life must:

- (a) be the Owner (or the Annuitant, in the case of a custodial owned IRA or TSA); or
- (b) meet the following two conditions:
 - (i) remain the spouse of the other Designated Life; and
 - (ii) be the first in the line of succession as determined under the Contract for payment of any death benefit.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the youngest Designated Life is younger than age [59 ½], the Protected Payment Amount on any day after the Rider Effective Date is equal to zero (\$0).

If the youngest Designated Life is age [59 ½] or older, the Protected Payment Amount on any day after the Rider Effective Date is equal to [4.0%] multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Quarterly Rider Anniversary – Every three month anniversary of the Rider Effective Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

Spouse – The Owner’s spouse, who is treated as the Owner’s spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of the deceased Owner.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit VII Rider - Joint Life – You have purchased a Guaranteed Withdrawal Benefit VII Rider – Joint Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the death of all Designated Lives eligible for lifetime benefits, subject to the provisions of this rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

Eligibility - This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the Contract is issued as a:
 - (i) Non-Qualified Contract, except that if the Owner is a trust or other entity, this Rider is not Available; or
 - (ii) Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for an Inherited IRA, Inherited Roth IRA, Inherited TSA, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- (b) the age of each Designated Life is [85] years or younger; and
- (c) the Contract is structured such that upon death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract; and
- (d) any Annuitant is a Designated Life; and
- (e) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider. Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocations in the future.

For the purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- (a) A sole Owner with the Owner's spouse designated as the sole primary beneficiary; or
- (b) Joint Owners, where the Owners are each other's spouses; or
- (c) If the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's spouse must be designated as the sole primary beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary beneficiary, provided that the spouse of the beneficial owner is the sole primary beneficiary of the custodial account.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The annual charge is equal to [0.50%] ([0.125%] quarterly) and will not exceed a maximum annual charge percentage of 1.50% (0.375% quarterly).

The charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Investment Options on a proportionate basis relative to the Account Value in each such Investment Option. Any portion of the annual charge will not be deducted from the DCA Plus fixed account (if available under the Contract).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarterly Rider Anniversary will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

We will waive the charge for the current quarter in the following cases:

- (a) if the Rider terminates as a result of the death of the sole surviving Designated Life;
- (b) upon full annuitization of the Contract;
- (c) after the Contract Value is zero.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

Change in Annual Charge – The annual charge percentage, and corresponding deduction, may change as a result of any automatic reset or Owner-elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For purposes of this Rider, in no event may any Purchase Payment received on or after the first (1st) Contract Anniversary, measured from the Rider Effective Date result in the total of all Purchase Payments received since that Contract Anniversary to exceed \$100,000, without our prior approval.

This provision only applies if the Contract permits Purchase Payments after the first (1st) Contract Anniversary, measured from the Contract Date.

For purposes of this Rider, we reserve the right to restrict subsequent Purchase Payments.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to Age [59 ½] – If a withdrawal is taken and the youngest Designated Life is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge);
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount (including any applicable withdrawal charge).

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year; and
- (d) the youngest Designated Life is age [59 ½] or older.

Depletion of Contract Value – If the youngest Designated Life is age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) the Contract will cease to provide any death benefit.

If the youngest Designated Life is younger than age [59 ½], and a withdrawal (including an RMD withdrawal) reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

Automatic Reset - Opt-Out Election – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

Automatic Reset – Future Participation – You may elect not to participate in future automatic resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic resets, you may elect to participate in future automatic resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

Owner-Elected Resets (Non-Automatic) – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of quarterly charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the day of death of such surviving spouse. The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

Ownership and Beneficiary Changes – Changes in Contract Owner(s), Annuitant and/or Beneficiary designations and changes in marital status may adversely affect the benefits of this Rider.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day of death of all Designated Lives eligible for lifetime benefits;
- (c) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the contract is not a Designated Life eligible for lifetime benefits;
- (d) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the Continuation of Rider if Surviving Spouse Continues Contract provision;
- (e) if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life eligible for lifetime benefits and who is also an Owner;
- (f) the day the Contract is terminated in accordance with the provisions of the Contract;
- (g) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA);
- (h) the Annuity Date;
- (i) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount; or
- (j) the day that the Contract Value is reduced to zero and the youngest Designated Life is younger than age [59 ½].

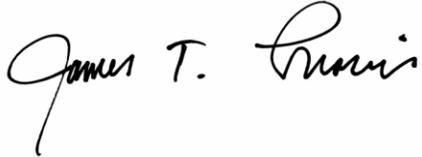
Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

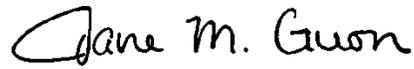
All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[



Chairman and Chief Executive Officer



Secretary]

GUARANTEED WITHDRAWAL BENEFIT VII RIDER – JOINT LIFE

SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain hypothetical assumptions and are for example purposes only. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by Joint Owners, both 65 years old
- Automatic resets are shown, if applicable
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base is increased by the amount of the purchase payment and the Protected Payment Amount is adjusted to equal 4% of the new Protected Payment Base.
- An automatic Reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount increases to \$8,280 (4% x \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280
Activity		\$5,000	\$204,000	\$207,000	\$3,280
Beginning of Year 3			\$205,000	\$207,000	\$8,280
Beginning of Year 4			\$215,000	\$215,000	\$8,600

- Since a withdrawal of less than the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same (\$207,000) and the Protected Payment Amount is reduced by the amount of the withdrawal.

- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$205,000) is less than the Protected Payment Base (\$207,000). The Protected Payment Base (\$207,000) remains the same and the Protected Payment Amount is reset to \$8,280 (4% x 207,000).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 (4% x \$215,000).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$202,000	\$200,000	\$8,000
Beginning of Year 2			\$207,000	\$207,000	\$8,280
Activity		\$20,000	\$182,000	\$194,477	\$0
Beginning of Year 3			\$192,000	\$194,477	\$7,779
Beginning of Year 4			\$215,000	\$215,000	\$8,600

- Since the \$20,000 withdrawal in Contract Year 2 exceeds the Protected Payment Amount, the Protected Payment Base is reduced to \$194,477
 - $A = \$11,720 = (\$20,000 - \$8,280)$
 - $B = 0.0605 = \$11,720 / (\$202,000 - \$8,280)$; \$202,000 = contract value prior to the \$20,000 withdrawal
 - Protected Payment Base = \$194,477 = \$207,000 x (1 – 0.0605)
 - The Protected Payment Amount is reduced to \$0 for the remainder of Contract Year 2
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$192,000) is less than the Protected Payment Base (\$194,477). The Protected Payment Base (\$194,477) remains the same and the Protected Payment Amount is reset to \$7,779 (4% x 194,477).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$194,477). This resets the Protected Payment Base to \$215,000. Also, the Protected Payment Amount increases to \$8,600 (4% x \$215,000).

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by Joint Owners (Designated Lives), both 56 years old
- Automatic resets are shown, if applicable

Example 5: Early Withdrawal

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Beginning of Year 1	56	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$202,000	\$200,000	\$0
Beginning of Year 2	57			\$207,000	\$207,000	\$0
Beginning of Year 3	58			\$220,000	\$220,000	\$0
Activity			\$30,000	\$180,000	\$188,562	\$0
Beginning of Year 4	59			\$183,000	\$188,562	\$0
Activity	Attains Age 59 ½			\$178,000	\$188,562	\$7,542
Beginning of Year 5	60			\$185,000	\$188,562	\$7,542
Beginning of Year 6	61			\$215,000	\$215,000	\$8,600

- The Protected Payment Amount is equal to \$0 until the youngest Designated Life reaches age 59 ½.
- Since the withdrawal of \$30,000 is taken prior to age 59 ½ in Contract Year 3, the Protected Payment Base is reduced to \$188,562; the Protected Payment Base is reset to the lesser of:
 - The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B);
 - $A = \$30,000$

- $B = 0.1429 = \$30,000/\$210,000$; $\$210,000 =$ contract value prior to the $\$30,000$ withdrawal
 - Protected Payment Base = $\$188,562 = \$220,000 \times (1 - 0.1429)$
 - The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.
 - Protected Payment Base = $\$190,000 = \$220,000 - \$30,000$
 - Since $\$188,562$ is less than $\$190,000$, the Protected Payment Base is reduced to $\$188,562$
- At the beginning of Contract Year 4, a Reset does not take place since the Contract Value ($\$183,000$) is less than the Protected Payment Base ($\$188,562$). The Protected Payment Base ($\$188,562$) remains the same. Also, the Protected Payment Amount remains at $\$0$ since the youngest Designated Life has not reached age $59 \frac{1}{2}$.
- During Contract Year 4, the youngest Designated Life attains age $59 \frac{1}{2}$. At this time, the Protected Payment Amount is set to $\$7,542$ ($4\% \times \$188,562$).
- At the beginning of Contract Year 5, a Reset does not take place since the Contract Value ($\$185,000$) is less than the Protected Payment Base ($\$188,562$). The Protected Payment Base ($\$188,562$) and Protected Payment Amount ($\$7,542$) remain the same.
- An automatic Reset takes place at the beginning of Contract Year 6, since the Contract Value ($\$215,000$) is higher than the Protected Payment Base ($\$188,562$). This resets the Protected Payment Base to $\$215,000$. Also, the Protected Payment Amount increases to $\$8,600$ ($4\% \times \$215,000$).

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment allocation models will be provided to you upon request.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of several different investment option programs, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The investment option programs described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. The investment option programs are asset allocation programs, which consist of the Asset Allocation Strategies and Custom Models. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider. You may allocate your Contract Value according to the following requirements:

- 1) 100% among the allowable Asset Allocation Strategies, OR
- 2) 100% among allowable investment options part of the Custom Models program.

Currently, the allowable Asset Allocation Strategies and Custom Models are as follows:

Asset Allocation Strategies	Custom Models
[Pacific Dynamix-Conservative Growth Portfolio] [Pacific Dynamix-Moderate Growth Portfolio] [Pacific Dynamix-Growth Portfolio] [Portfolio Optimization Conservative] [Portfolio Optimization Moderate-Conservative] [Portfoio Optimization Moderate] [Portfolio Optimization Growth] [Alliance Bernstein VPS Balanced Wealth Strategy] [American Funds® Asset Allocation] [BlackRock Global Allocation V.I. Fund] [Franklin Templeton VIP Founding Funds] [GE Investments Total Return Fund] [Invesco V.I. Balanced-Risk Allocation Fund] [MFS Total Return Series] [PIMCO Global Multi-Asset Portfolio]	[Allowable investment options within various asset groups as described in the Custom Models section of this Appendix A.]

- 1) **Custom Models** – The Custom Models program allows you, with the help of your financial professional, to create your own asset allocation model that will comply with the investment allocation requirements applicable to this Rider. You will create your own model using the requirements listed below.

To create your model, you may select investment options from the available Categories listed in the table below. You must allocate at least [25%] of your Purchase Payment or Contract Value into each one of the available Categories. You may not allocate more than [15%] of your Purchase Payment or Contract Value into any one Investment Option within Category A, B, or C. Category D is optional and you are not required to allocate any part of your Purchase Payment or Contract Value to this Category. If you choose to allocate your Purchase Payment or Contract Value to Category D, you are allowed to allocate more than [15%] to any one Investment Option within Category D. Allocation percentages among the Categories must total [100%]. The model you create will be automatically rebalanced on a quarterly basis.

Category A – Fixed-Income Portfolios	Category B – Domestic Equity Portfolios	Category C – International Equity and Sector Portfolios	Category D – Asset Allocation Strategies
[Floating Rate Loan Cash Management High Yield Bond Managed Bond Inflation Managed Short Duration Bond Diversified Bond Inflation Protected]	[Small-Cap Growth Equity Index Mid-Cap Value Small-Cap Index American Funds® Growth-Income American Funds® Growth Large-Cap Value Small-Cap Equity Comstock Growth LT Focused 30 Long/Short Large-Cap Mid-Cap Equity Mid-Cap Growth Small-Cap Value Main Street® Core Dividend Growth Large-Cap Growth]	[International Small-Cap Technology Health Sciences International Value International Large-Cap Real Estate Emerging Markets]	[Pacific Dynamix-Conservative Growth Portfolio Pacific Dynamix-Moderate Growth Portfolio Pacific Dynamix-Growth Portfolio Portfolio Optimization Conservative Portfolio Optimization Moderate-Conservative Portfolio Optimization Moderate Portfolio Optimization Growth Alliance Bernstein VPS Balanced Wealth Strategy American Funds® Asset Allocation BlackRock Global Allocation V.I. Fund Franklin Templeton VIP Founding Funds GE Investments Total Return Fund Invesco V.I. Balanced-Risk Allocation Fund MFS Total Return PIMCO Global Multi-Asset Portfolio]

2) **Asset Allocation Strategies.** You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[Pacific Dynamix-Conservative Growth Portfolio
Pacific Dynamix-Moderate Growth Portfolio
Pacific Dynamix-Growth Portfolio
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
Portfolio Optimization Growth
Alliance Bernstein VPS Balanced Wealth Strategy
American Funds® Asset Allocation
BlackRock Global Allocation V.I. Fund
Franklin Templeton VIP Founding Funds
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
MFS Total Return Series
PIMCO Global Multi-Asset Portfolio]

Allocations among these strategies must total 100%.

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed twelve (12) months.

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the

Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment option program or options within a program selection at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment option program or options within a program is best suited to your financial needs, investment time horizon, and is consistent with your risk comfort level. You should periodically review those factors to determine if you need to change programs or options within a program to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider;
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program; or
- (c) you change the allocation percentages of your Custom Model program such that the changes do not comply with the requirements described in the Custom Models section of this Appendix A.

We will send you written notice in the event any transaction described in subparagraphs (a) through (c) above occur.

SERFF Tracking Number: PACL-126999527 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 47803
Company Tracking Number: 20-1204 & 20-1205
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Guaranteed Withdrawal Benefit VII Rider
Project Name/Number: Guaranteed Withdrawal Benefit VII Rider /20-1204 & 20-1205

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

1204 & 1205 SOV.pdf

Item Status: **Status**
Date:

Satisfied - Item: CERTIFICATION

Comments:

Attachment:

AR 1204 and 1205 CERT.pdf

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

Form Number Form Description

20-1204 Guaranteed Withdrawal Benefit VII Rider – Single Life
 20-1205 Guaranteed Withdrawal Benefit VII Rider – Joint Life

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced riders. Except as otherwise described below, no other bracketed material appears within the forms.

20-1204 Guaranteed Withdrawal Benefit VII Rider – Single Life

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Address & Telephone Number	In the event of a change in the company address or telephone number, the new address and/or telephone number will be shown.
1	Table of Contents – Withdrawals Taken Prior to Age 59 ½	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age is 59 ½. The range will be between 55 and 65 years old.
2	Protected Payment Amount	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age which lifetime withdrawal benefits can be taken is age 59 ½ or older. The range will be between 55 and 65 years old. The numerical percentage used to calculate the Protected Payment Amount may change for future issues of the above referenced rider. The current numerical percentage is 4%. The range will be between 3.0% and 9.00%.
2	Guaranteed Withdrawal Benefit VII Rider – Single Life	The maximum issue age may change for future issues of the above referenced rider. The current maximum issue age is 85 years. The range will be between 75 and 85 years old.
3	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.30% (.075% quarterly). The annual charge range will be between 0.0% and 1.20%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.20% (0.30% quarterly).
4	Withdrawals Taken Prior to Age [59 ½]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age upon which lifetime withdrawal benefits can be taken is 59 ½. The range will be between 55 and 65 years old.
5	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age upon which lifetime withdrawal benefits can be taken is 59 ½. The range will be between 55 and 65 years old.
5	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.
5	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.

6	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age upon which lifetime withdrawal benefits can be taken is 59 ½. The range will be between 55 and 65 years old.
7	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
7	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
11	Asset Allocation Strategies, & Custom Models	The current allowable investment options for use with this rider are shown. We may add or delete investment options in the future.
11-12	Custom Models	The amount allocated to each category may change in the future within the range of 0% to 50%. Additionally, investment options currently available with the Custom Models program are shown. We may add or delete available investment options in the future.
12	Asset Allocation Strategies	The currently available Asset Allocation Strategies are shown. We may add or delete available Asset Allocation Strategies in the future.

20-1205 Guaranteed Withdrawal Benefit VII Rider – Joint Life

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Address & Telephone Number	In the event of a change in the company address or telephone number, the new address and/or telephone number will be shown.
1	Table of Contents – Withdrawals Taken Prior to Age 59 ½	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age is 59 ½. The range will be between 55 and 65 years old.
2	Protected Payment Amount	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age which lifetime withdrawal benefits can be taken is age 59 ½ or older. The range will be between 55 and 65 years old. The numerical percentage used to calculate the Protected Payment Amount may change for future issues of the above referenced rider. The current numerical percentage is 4%. The range will be between 3.0% and 9.00%.
3	Eligibility	The maximum issue age may change for future issues of the above referenced rider. The current maximum issue age is 85 years. The range will be between 75 and 85 years old.
3	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.50% (.125% quarterly). The annual charge range will be between 0.0% and 1.50%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50% (0.375% quarterly).
5	Withdrawals Taken Prior to Age [59 ½]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age upon which lifetime withdrawal benefits can be taken is 59 ½. The range will be between 55 and 65 years old.
5	Withdrawals To Satisfy Required Minimum Distribution	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 55 and 65 years old.
5-6	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age upon which lifetime withdrawal benefits can be taken is 59 ½. The range will be between 55 and 65 years old.

6	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.
6	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The current number of days is 60 days. The range will be between 30 and 90 days.
7	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The current age upon which lifetime withdrawal benefits can be taken is 59 ½. The range will be between 55 and 65 years old.
8	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
11	Asset Allocation Strategies, & Custom Models	The current allowable investment options for use with this rider are shown. We may add or delete investment options in the future.
11-12	Custom Models	The amount allocated to each category may change in the future within the range of 0% to 50%. Additionally, investment options currently available with the Custom Models program are shown. We may add or delete available investment options in the future.
12	Asset Allocation Strategies	The currently available Asset Allocation Strategies are shown. We may add or delete available Asset Allocation Strategies in the future.

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

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
20-1204	Guaranteed Withdrawal Benefit VII Rider – Single Life
20-1205	Guaranteed Withdrawal Benefit VII Rider – Joint Life

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



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

1/26/11

Date

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

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
20-1204	Guaranteed Withdrawal Benefit VII Rider – Single Life
20-1205	Guaranteed Withdrawal Benefit VII Rider – Joint Life

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



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

1/26/11

Date