

SERFF Tracking Number: PFMD-126942434 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 47986
 Company Tracking Number: 15-28667
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Single Premium Immediate Annuity
 Project Name/Number: SPIA /15-28667

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Single Premium Immediate Annuity SERFF Tr Num: PFMD-126942434 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 47986

Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: 15-28667 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Anne Sexton, Disposition Date: 02/22/2011

zSERFFStaff zIndustrySupportJM,
 Brian Deleget, Maysy Novak, Karen
 Givens

Date Submitted: 02/14/2011 Disposition Status: Approved-
 Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: SPIA

Project Number: 15-28667

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 12/02/2009

Domicile Status Comments: Approved by the Interstate Insurance Compact for the Qualified SPIA on December 2, 2009 and for the Non-Qualified SPIA on October 27, 2010.

Nebraska is the domicile state of Pacific Life Insurance Company and is a member of the Interstate Insurance Compact so the approval by the Interstate Compact constitutes domicile state approval.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 02/22/2011

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State Status Changed: 02/22/2011

Deemer Date:
Submitted By: Anne Sexton

Created By: Anne Sexton
Corresponding Filing Tracking Number: 15-28667

Filing Description:

RE: PACIFIC LIFE INSURANCE COMPANY

Company NAIC #67466 FEIN #95-1079000

Qualified:

Form No. 15-28667 Single Premium Immediate Annuity (Fixed Immediate Annuity)

Form No. 15-28682 Application for Single Premium Immediate Annuity

Form No. 15-28945 Individual Retirement Annuity ("IRA") Rider

Non-Qualified:

Form No. 15-28667NQ Single Premium Immediate Annuity (Fixed Immediate Annuity)

Form No. 15-28682NQ Application for Single Premium Immediate Annuity

FORMS DESCRIPTION:

The above referenced fixed immediate annuity forms are being submitted for your review and approval. These are new forms and will not replace any forms currently on file with any state insurance department. Forms 15-28667, 15-28682, and 15-28945 are a SPIA product (as commonly called) designed for the tax-qualified market and were approved by the Interstate Insurance Compact on December 2, 2009, which includes Nebraska, Pacific Life's domiciliary state. Forms 15-28667 NQ and 15-28682NQ are 'Non-Qualified' SPIAs and were approved by the Interstate Insurance Compact on October 27, 2010.

Qualified SPIA forms:

Single Premium Immediate Annuity 15-28667 is the annuity contract and will be issued for the purpose of providing payments to an annuitant/and joint annuitant who choose this annuity contract as a retirement income option, upon rollover or transfer from a 401(k) plan or an existing IRA. This form does not provide for either separate accounts or variable benefits.

Application 15-28682 is part of each Single Premium Immediate Annuity contract and the application will be attached to the Single Premium Immediate Annuity contract 15-28667 and made a part of it. The Application will be used with any Tax-Qualified SPIA contracts of the Institutional & Structured Products department of the Retirement Solutions Division. Employees of Pacific Life will complete the Application electronically for the Applicant based on information in the Rollover form the Applicant completes, and send it to the Applicant for signature. The Applicant will sign it and Pacific Life will request the Application with the original signature, on paper, at that time.

Form No. 15-28945 ("IRA Rider") will be attached to Single Premium Immediate Annuity contract form 15-28667. This is

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to comply with the requirements of Internal Revenue Code Sections pertaining to IRAs and tax-qualified plans, as the Annuity Contract will be issued to a Tax Qualified owner. It will be made a part of the contract when the contract is issued. The form will be used with new issues only. It will only be used with the above-referenced contract form, in the jurisdictions where it, the contract form and Application are filed.

Non-Qualified SPIA forms:

Single Premium Immediate Annuity 15-28667NQ will be issued for the purpose of providing payments to an annuitant/and joint annuitant who choose this annuity contract as a retirement income, supplemental income, or deferred compensation (employer purchased) option, with monies which have not enjoyed any tax-sheltered status and for which taxes have already been paid. This form does not provide for either separate accounts or variable benefits.

Application 15-28682NQ is part of each Single Premium Immediate Annuity and the application will be attached to the Single Premium Immediate Annuity contract and made a part of it. The Application will be used with any Non-Qualified SPIA contracts of the Institutional & Structured Products Department of the Retirement Solutions Division. Employees of Pacific Life will complete the Application electronically for the Applicant based on information in the Transfer form the Applicant completes, and send it to the Applicant for signature. The Applicant will sign it and Pacific Life will request the Application with the original signature, on paper, at that time.

Market and Distribution:

Qualified:

The Qualified SPIA will be distributed through select platforms which offer web-based immediate fixed annuities as options to plan sponsors and plan fiduciaries. This product will be available as a direct transfer or rollover from tax qualified plans (401k, 401a, SEP IRA's and Traditional IRA's) for plan participants.

Non-Qualified:

The Non-Qualified SPIA, will be distributed through select platforms which offer web-based immediate fixed annuities as options to plan sponsors, plan fiduciaries and financial institutions. This product will be available for individuals and employers for use with after tax monies.

The form is in its final printed form. The material in brackets is variable material for the data page particular to each contract owner. I have attached a Schedule of Variability with this filing to explain the variable items.

This form is to the best of our knowledge, information and belief, in compliance with laws and regulations of your jurisdiction.

Thank you for your attention to this filing.

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 Product Name: Single Premium Immediate Annuity
 Project Name/Number: SPIA /15-28667

Company and Contact

Filing Contact Information

Anne Sexton, Compliance Analyst anne.sexton@pacificlife.com
 700 Newport Center Drive 949-219-3924 [Phone]
 RSD- Compliance 949-718-5783 [FAX]
 Newport Beach, CA 92660

Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska
 700 Newport Center Drive Group Code: Company Type:
 RSD - ISP/Contracts & Compliance Group Name: State ID Number:
 Newport Beach, CA 92660 FEIN Number: 95-1079000
 (949) 219-3924 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$250.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form, there are 5 forms. Total = \$250.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$250.00	02/14/2011	44700681

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Product Name: Single Premium Immediate Annuity
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/22/2011	02/22/2011

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Variable
Product Name: Single Premium Immediate Annuity
Project Name/Number: SPIA /15-28667

Disposition

Disposition Date: 02/22/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Variable Schedules for forms 15-28667, 15-28667NQ, 15-28682, and 15-28682NQ		Yes
Form	Single Premium Immediate Annuity contract		Yes
Form	Single Premium Immediate Annuity contract		Yes
Form	Application		Yes
Form	IRA Rider		Yes
Form	Application		Yes

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Form Schedule

Lead Form Number: 15-28667

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	15-28667	Policy/Contract/ Fraternal Certificate Single Premium Immediate Annuity contract	Initial		50.500	15-28667.PDF
	15-28667NQ	Policy/Contract/ Fraternal Certificate Single Premium Immediate Annuity contract	Initial		50.300	15-28667NQ.pdf
	15-28682	Application/ Enrollment Form	Initial		50.500	15-28682 Application.PDF
	15-28945	Policy/Contract/ Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	15-28945.pdf
	15-28682NQ	Application/ Enrollment Form	Initial		50.300	15-28682NQ Application.pdf



PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive, Newport Beach, California 92660
[Toll free telephone: 877-536-4382 www.PacificLife.com]⁶

SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT

Owner: [John Doe]¹

Contract Number: [09992011]²

Contract Effective Date: [February 1, 2011]³

Pacific Life Insurance Company, a Nebraska stock corporation ("PL") agrees with you, the owner, to pay the benefits of this contract according to its provisions.

This is an immediate annuity, which means that in exchange for the Single Premium you have paid, PL will make periodic payments of a fixed amount. The fixed amount is the Payment Amount shown on the Contract Data page. If you have chosen an annuity with an Annual Percentage Increase, the fixed amount is subject to an annual increase as stated on the Contract Data Page. The payments are made at the Payment Frequency shown on the Contract Data Page, beginning on the Annuity Start Date shown on the Contract Data Page. There is no accumulation phase in an immediate annuity. This contract does not have cash or surrender values. Except during the first 10 days after you receive this contract (see next paragraph), this contract cannot be surrendered in exchange for a lump sum.

Right to Cancel Contract Within 10 Days - At any time within 10 days after you receive this contract, you may return it to PL. PL will then cancel this contract as of the Contract Effective Date and refund the Single Premium, less any benefit payments already paid.

This contract is signed for PL at its office in Newport Beach, California, to be effective on the Contract Effective Date.

[

President



Secretary]⁴

**Single Premium Immediate Annuity – No Cash Value
Non-Participating – No Annual Dividends
Annuity Payments Specified in Contract Data Page**

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General ProvisionsPage 3

CONTRACT DATA

Owner: [John Doe]¹

Annuitant: [John Doe]⁷

Joint Annuitant: [Mary Doe]⁸

Single Premium: [\$375,000.00]⁹

Annuity Start Date: [MAR 1 2011]¹⁰ not later than the Annuitant's Age [95]¹¹ without PL's consent]

Payment Amount: [\$1,900.00]¹²

[Annual Percentage Increase: *%, compounded annually]¹³

[Annual Percentage Increase Effective Date: * and each * thereafter]¹⁴

Payment Frequency: [Monthly]¹⁵

[Guarantee Period: 10 years: starting MAR 1 2011 and ending FEB 1 2021]¹⁶

[Joint & Survivor Percent: 50%]¹⁷

Annuity Form: [Joint and Survivor Life Annuity with Period Certain: Payments for Annuitant's lifetime. Upon Annuitant's death prior to the end of the term you select, the Joint Annuitant will continue to receive full payments until the number of payments due under the term you select have been made. Thereafter, payments will continue, in the percentage you select, for the lifetime of the Joint Annuitant. If both Annuitant and Joint Annuitant die prior to the end of the term you select, the designated beneficiary will receive the remaining full payments until the number of payments due under the term you select have been made.]¹⁸

Tax Status: Qualified

Beneficiary: [n/a]¹⁹

READ YOUR CONTRACT CAREFULLY

DEFINITIONS:

Annuitant – is the person you have named on the Application. The Annuitant's life is used to determine the Payment Amount along with the Joint Annuitant, if any. The continued life of the Annuitant and Joint Annuitant, if any, is required for the continuance of life-payments under this contract. The Annuitant is shown on the Contract Data page. The Annuitant cannot be changed after the contract is delivered.

Annuity Form – The Annuity Form is described on the Contract Data page.

Beneficiary – The person you name who may receive any death benefit amount or any remaining guaranteed payments in accordance with the provisions of this Contract. The Secondary Beneficiary is the person, if any, you select to become the Beneficiary if the Beneficiary dies. 'Period Certain' or 'Cash Refund' Annuity Forms (see Contract Provisions section), provide that the owner may name a Beneficiary to receive any remaining guaranteed payments when the Annuitant and Joint Annuitant die. PL must receive proof of death. The Beneficiary is shown on the Contract Data page, and will remain in effect unless changed by the Owner.

Code – Code means the U.S. Internal Revenue Code of 1986, as amended.

Joint Annuitant – is shown on the Contract Data Page, if there is a Joint Annuitant. The Joint Annuitant, if any, is the person you have named whose life expectancy, along with that of the Annuitant, is used to determine the Payment Amount. The Joint Annuitant's continued life may be required for payments to continue depending on the Annuity Form applicable to this contract. You cannot change the Joint Annuitant after the contract is delivered.

Owner, you or your – refers to the person(s) while living, or entity, who controls all rights and benefits granted under this contract. The Owner is as named in the application, unless later changed by you. Any changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by PL prior to receipt of the notice.

Payment Amount – The Payment Amount is shown on the Contract Data page. The Payment Amount is the amount PL agrees to pay at the Payment Frequency shown on the Contract Data page, subject to the provisions of this contract.

Regulation – 'Regulation' means a rule issued or proposed under the Code.

Tax Status (Qualified) – The Tax Status is shown on the Contract Data page. A Tax Status of Qualified means that you have stated in the application that this contract is to be delivered in connection with a retirement plan or arrangement that provides its participants and their retirement funding with favorable federal income tax treatment under the Code.

Written Request – is a request in writing, signed by you, on a form PL accepts and which is received at PL's office or by PL's authorized representative.

CONTRACT PROVISIONS

This section describes the cost and benefits of your contract.

Single Premium

The Single Premium you pay for this contract is shown on the Contract Data Page. The Single Premium is the cost of the contract. The Contract Effective Date is the date the Single Premium is received at PL's office in Newport Beach, California. PL will send you an acknowledgement letter confirming PL's receipt of the premium.

Benefits

This is an immediate annuity, which means that in exchange for the Single Premium you have paid, PL makes periodic payments of a fixed amount. The fixed amount is the Payment Amount shown on the Contract Data page. If you have chosen an annuity with an Annual Percentage Increase, the fixed amount is subject to an annual increase as stated on the Contract Data page. The payments are made at the Payment Frequency beginning on the Annuity Start Date, as shown on the Contract Data page.

If the Annuitant or Joint Annuitant, if any, is not living on the Annuity Start Date, PL will refund the Single Premium to you. If the Annuitant and Joint Annuitant, if any, are living on the Annuity Start Date, PL will pay the benefits described on the Contract Data page.

The Annuity Form is as described on the Contract Data page.

When the Owner dies, any remaining interest in the contract shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death.

GENERAL PROVISIONS

The Contract

This contract is issued in consideration of your Application and payment of the premium. This contract and the Application for it, a copy of which is attached to and made a part of this contract, constitute the entire contract. All statements made by or for the applicant will be considered representations and not warranties. No statement shall void this contract or be used in defense of a claim unless it is contained in the written Application and a copy of the Application is attached to this contract when issued.

Cash Values

This contract does not have cash or surrender values and cannot be surrendered in exchange for a lump sum.

Assignment

A contract that has a Qualified Tax Status may not be assigned except for limited purposes. You should consult with your tax adviser before assigning your contract. PL is not bound by an Assignment until PL has received written notice acceptable to us. Unless otherwise specified by the Owner, an Assignment shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by PL prior to receipt of this notice. PL is not responsible for the validity of any Assignment.

Incontestability

This contract will be incontestable from its Contract Effective Date.

Misstatement of Age or Sex

If the age and/or sex of an Annuitant or Joint Annuitant, if any, have been incorrectly stated, any amount payable under this contract shall be adjusted to the amount that the Single Premium would have purchased for the correct age(s) and sex(es). Any underpayments or overpayments made by PL due to such misstatement shall be added to or deducted from the payments to be made after the adjustment with interest at 5% compounded annually.

Change of Beneficiary

You may change the Beneficiary by Written Request to PL. The change will take effect from the date of your Written Request, except for payments already made when PL receives your Written Request. A Beneficiary designated irrevocable may not be changed without the written consent of that Beneficiary. You may not change any Annuitant or Joint Annuitant.

Non-Participation

This contract does not participate in the profits or surplus of PL. There are no annual dividends.

Proof that the Annuitant is Alive

PL may require proof that the Annuitant or Joint Annuitant, if any, is alive. PL may require this any time while the contract is in force or before making any payment, but not more than once a year.

GENERAL PROVISIONS - continued

Tax Qualification

This contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy any applicable requirements of the Code, e.g., Code Section 72(s) or 401(a), and any Regulations relating thereto. To achieve these purposes, the provisions of this contract (including any endorsement or rider to this contract that does not specifically override these tax qualification provisions) are to be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under this contract shall be conformed or restricted to, or made in, any amount, time and manner necessary to maintain such a tax qualification under the applicable provisions of the Code and Regulations. We reserve the right to amend this contract to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform this contract to any applicable changes in the tax qualification requirements. We will send you a copy of any such amendment, and when required by law, we will obtain the approval of the appropriate regulatory authority.

Restrictions for Qualified Tax Status

Contracts with a Qualified Tax Status may not have a joint owner and generally the Annuitant must be the Owner.

Taxability of Payments

For Qualified Tax Status contracts, each payment may be taxable in the year that it is made. After the end of each calendar year, PL is required to report to the Internal Revenue Service certain payments or other amounts relating to this contract for that calendar year.

Who is Authorized to Make Changes in this Contract

Any change to this contract or waiver of any of its provisions can only be made by PL, in writing and signed by the President and Secretary of PL.

**Single Premium Immediate Annuity
Immediate Annuity – No Cash Value
Non-Participating – No Annual Dividends
Annuity Payments Specified in Contract Data Page**



PACIFIC LIFE

**Office:
700 Newport Center Drive
Newport Beach, CA 92660**

[Toll free telephone: 877-536-4382

www.PacificLife.com]**6**



PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive, Newport Beach, California 92660
[Toll free telephone: 877-536-4382 www.PacificLife.com]7
[Insurance Department telephone: xxx-xxx-xxxx]8

SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT

Owner: [John Doe]1

[Joint Owner: Mary Doe]2

Contract Number: [90000999]3

Contract Effective Date: [February 1, 2011]4

Pacific Life Insurance Company, a Nebraska stock corporation ("PL") agrees with you, the owner, to pay the benefits of this contract according to its provisions.

This is an immediate annuity, which means that in exchange for the Single Premium you have paid, PL will make periodic payments of a fixed amount. The fixed amount is the Payment Amount shown on the Contract Data page. If you have chosen an annuity with an Annual Percentage Increase, the fixed amount is subject to an annual increase as stated on the Contract Data Page. The payments are made at the Payment Frequency shown on the Contract Data Page, beginning on the Annuity Start Date shown on the Contract Data Page. There is no accumulation phase in an immediate annuity. This contract does not have cash or surrender values. Except during the first 10 days after you receive this contract (see next paragraph), this contract cannot be surrendered in exchange for a lump sum.

Right to Cancel Contract Within 10 Days - At any time within 10 days after you receive this contract, you may return it to PL. PL will then cancel this contract as of the Contract Effective Date and refund the Single Premium, less any benefit payments already paid.

This contract is signed for PL at its office in Newport Beach, California, to be effective on the Contract Effective Date.

[

President

Secretary]5

**Single Premium Immediate Annuity – No Cash Value
Non-Participating – No Annual Dividends
Annuity Payments Specified in Contract Data Page**

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CONTRACT DATA

Owner: [John Doe]¹

[Joint Owner Mary Doe]²

Annuitant: [John Doe]⁹

Joint Annuitant: [Mary Doe]¹⁰

Single Premium: [\$375,000.00]¹¹

Annuity Start Date: [MAR 1, 2011]¹² not later than the Annuitant's Age [95]¹³ without PL's consent

Payment Amount: [\$1,900.00]¹⁴

[Annual Percentage Increase: x%, compounded annually]¹⁵

[Annual Percentage Increase Effective Date: MM DD, YYYY and each MM 1st thereafter]¹⁶

Payment Frequency: [Monthly]¹⁷

[Guarantee Period: 10 years, starting MAR 1 2011 and ending FEB 1 2021]¹⁸

[Joint & Survivor Percentage: 50%]¹⁹

Annuity Form: [Joint and Survivor Life Annuity with Period Certain: Payments for Annuitant's lifetime. Upon Annuitant's death prior to the end of the term you select, the Joint Annuitant will continue to receive full payments until the number of payments due under the term you select have been made. Thereafter, payments will continue, in the percentage you select, for the lifetime of the Joint Annuitant. If both Annuitant and Joint Annuitant die prior to the end of the term you select, the designated beneficiary will receive the remaining full payments until the number of payments due under the term you select have been made..]²⁰

Tax Status: Non-Qualified

Beneficiary: [n/a]²¹

READ YOUR CONTRACT CAREFULLY

DEFINITIONS:

Annuitant – is the person you have named on the Application. The Annuitant's life is used to determine the Payment Amount along with the Joint Annuitant, if any. The continued life of the Annuitant and Joint Annuitant, if any, is required for the continuance of life-payments under this contract. The Annuitant is shown on the Contract Data page. The Annuitant cannot be changed after the contract is delivered.

Annuity Form – The Annuity Form is described on the Contract Data page.

Beneficiary – 'Period Certain' or 'Cash Refund' Annuity Forms (see Contract Provisions section), provide that the owner may name a Beneficiary to receive any remaining guaranteed payments when the Annuitant and Joint Annuitant die. PL must receive proof of death. The Beneficiary is shown on the Contract Data page, and will remain in effect unless changed by the Owner.

Code – Code means the U.S. Internal Revenue Code of 1986, as amended.

Joint Annuitant – is shown on the Contract Data Page, if there is a Joint Annuitant. The Joint Annuitant, if any, is the person you have named whose life expectancy, along with that of the Annuitant, is used to determine the Payment Amount. The Joint Annuitant's continued life may be required for payments to continue depending on the Annuity Form applicable to this contract. You cannot change the Joint Annuitant after the contract is delivered.

Owner, you or your – refers to the person(s) while living, or entity, who controls all rights and benefits granted under this contract. The Owner is as named in the application, unless later changed by you. Any changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by PL prior to receipt of the notice. If you wish to change the Owner, you must do so by Written Request. The person(s) or entity receiving the contract does not necessarily become the Owner. If there are joint owners, Owner means the last survivor of the joint owners, unless otherwise stated. Joint owners own this contract equally with the right of survivorship. The right of survivorship means that if a joint owner dies, his or her interest in this policy will pass to the surviving joint owner.

Payment Amount – The Payment Amount is shown on the Contract Data page. The Payment Amount is the amount PL agrees to pay at the Payment Frequency shown on the Contract Data page, subject to the provisions of this contract.

Tax Status: Non-Qualified – This contract has a Non-Qualified Tax Status. This means that you have indicated in the application that this contract is not to be delivered in connection with a retirement plan or arrangement that provides its participants and their retirement funding with favorable federal income tax treatment under the Code.

Written Request – is a request in writing, signed by you, on a form PL accepts and which is received at PL's office.

CONTRACT PROVISIONS

This section describes the cost and benefits of your contract.

Single Premium

The Single Premium you pay for this contract is shown on the Contract Data Page. The Single Premium is the cost of the contract. The Single Premium is payable on or before the Contract Effective Date at PL's office in Newport Beach, California. PL will send you an acknowledgement letter confirming PL's receipt of the premium.

Benefits

This is an immediate annuity, which means that in exchange for the Single Premium you have paid, PL will make periodic payments of a fixed amount. The fixed amount is the Payment Amount shown on the Contract Data page. If you have chosen an annuity with an Annual Percentage Increase, the fixed amount is subject to an annual increase as stated on the Contract Data page. The payments are made at the Payment Frequency beginning on the Annuity Start Date, as shown on the Contract Data page.

If the Annuitant and Joint Annuitant, if any, are not living on the Annuity Start Date, PL will refund the Single Premium to you. If the Annuitant or Joint Annuitant, if any, is living on the Annuity Start Date, PL will pay the benefits described on the Contract Data page.

The Annuity Form is as described on the Contract Data page.

When any Owner dies, any remaining interest in the contract shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death. If any Owner is an entity or other non-natural person, the primary Annuitant shall be treated as the Owner for purposes of the previous sentence.

GENERAL PROVISIONS

The Contract

This contract is issued in consideration of your Application and payment of the premium. This contract and the Application for it, a copy of which is attached to and made a part of this contract, constitute the entire contract. All statements made by or for the applicant will be considered representations and not warranties. No statement shall void this contract or be used in defense of a claim unless it is contained in the written Application and a copy of the Application is attached to this contract when issued.

Cash Values

This contract does not have cash or surrender values and cannot be surrendered in exchange for a lump sum.

Assignment

You may assign all rights and benefits under this contract. You should consult with your tax adviser before assigning your contract. PL is not bound by an Assignment until PL has received written notice acceptable to us. Unless otherwise specified by the Owner, an Assignment shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by PL prior to receipt of this notice. PL is not responsible for the validity of any Assignment.

Incontestability

This contract will be incontestable from its Contract Effective Date.

Misstatement of Age or Sex

If the age and/or sex of an Annuitant or Joint Annuitant, if any, have been incorrectly stated, any amount payable under this contract shall be adjusted to the amount that the Single Premium would have purchased for the correct age(s) and sex(es). Any underpayments or overpayments made by PL due to such misstatement shall be added to or deducted from the payments to be made after the adjustment with interest at 5% compounded annually.

Change of Beneficiary or Annuitant

You may change the Beneficiary by Written Request to PL. The change will take effect from the date of your Written Request, except for payments already made when PL receives your Written Request. A Beneficiary designated irrevocable may not be changed without the written consent of that Beneficiary.

You may not change any Annuitant or Joint Annuitant.

Non-Participation

This contract does not participate in the profits or surplus of PL. There are no annual dividends.

Proof that the Annuitant is Alive

PL may require proof that the Annuitant or Joint Annuitant, if any, is alive. PL may require this any time while the contract is in force or before making any payment, but not more than once a year.

GENERAL PROVISIONS - continued

Taxability of Payments

A portion of each payment may be taxable in the year when the payment is made. After the end of each calendar year, PL is required to report to the Internal Revenue Service certain payments or other amounts relating to this contract for that calendar year.

Who is Authorized to Make Changes to this Contract

Any change to this contract or waiver of any of its provisions can only be made by PL, in writing and signed by the President and Secretary of PL.

**Single Premium Immediate Annuity
Immediate Annuity – No Cash Value
Non-Participating – No Annual Dividends
Annuity Payments Specified in Contract Data Page**



PACIFIC LIFE

**Office:
700 Newport Center Drive
Newport Beach, CA 92660**

[Toll free telephone: 877-536-4382

www.PacificLife.com]**7**

SINGLE PREMIUM IMMEDIATE ANNUITY APPLICATION



(PLEASE PRINT NEATLY OR TYPE RESPONSES)

SECTION A					ANNUITANT INFORMATION <small>[ANNUITANT CANNOT BE CHANGED FOR ANY REASON]</small>				
Annuitant Name: (First) (Middle) (Last)				Social Security Number					
Street Address				Date of Birth			Sex <input type="checkbox"/> M <input type="checkbox"/> F		
City		State		Zip Code		Phone (incl. Area Code)		US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION B					JOINT ANNUITANT (FOR ALL JOINT ANNUITIES SECTION F 2 OR F 5 BELOW)				
					<small>[JOINT ANNUITANT CANNOT BE CHANGED FOR ANY REASON]</small>				
Annuitant Name: (First) (Middle) (Last)				Relationship to Owner/Annuitant:		Social Security Number			
Street Address				Date of Birth			Sex <input type="checkbox"/> M <input type="checkbox"/> F		
City		State		Zip Code		Phone (incl. Area Code)		US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION C					OWNER INFORMATION <small>[DO NOT COMPLETE THIS SECTION IF OWNER AND ANNUITANT ARE THE SAME]</small>				
Name: (First) (Middle) (Last)				Social Security Number/TIN					
Street Address				Date of Birth			Sex <input type="checkbox"/> M <input type="checkbox"/> F		
City		State		Zip Code		Phone (incl. Area Code)		US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	

(FOR SECTIONS A-C, ALL APPLICABLE FIELDS MUST BE COMPLETED)

SECTION D			PREMIUM INFORMATION		
Desired Annuity Payment Start Date (MUST BE THE FIRST OF THE MONTH) (MAY NOT BE MORE THAN 12 MONTHS AFTER THE CONTRACT EFFECTIVE DATE. The Contract Effective Date is the date the Single Premium is received at Pacific Life's office in Newport Beach, California.)			_____ / 01 / _____ Month Year		
			TOTAL PREMIUM		
			AFTER TAX CONTRIBUTIONS INCLUDED IN PREMIUM		
Tax Qualified: Amount from Retirement Plan/IRA to be used for purchase of annuity			\$ _____		\$ _____

SECTION E		PAYMENT FREQUENCY <small>[SELECT ONLY ONE]</small>			
		<input type="checkbox"/> Monthly <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly			

SECTION F ANNUITY INFORMATION [SELECT ONLY ONE]

Note: The payment amount is based on the choice of Annuity Type, number of guaranteed years, and/or any percentage to continue to a Joint Annuitant.

If the date the Single Premium is received is later than the date on the quote document submitted with the premium, Pacific Life reserves the right to adjust the amount payable under this contract to the amount that the Single Premium would have purchased on the date the premium is received.

	Desired Annuity Type	Description	Payment Amount
1	<input type="checkbox"/> Life Only Annuity	Payments for Annuitant's lifetime. Upon Annuitant's death, payments cease. There is no death benefit.	\$
2	<input type="checkbox"/> Joint and Survivor Life Annuity: Percentage to continue to Joint Annuitant <input type="checkbox"/> 50% <input type="checkbox"/> 66 2/3% <input type="checkbox"/> 75% <input type="checkbox"/> 100%	Payments for Annuitant's lifetime. Upon Annuitant's death, payments will continue to the Joint Annuitant in the percentage you select, for the lifetime of the Joint Annuitant. There is no death benefit.	\$
3	<input type="checkbox"/> Period Certain with Life Annuity: <input type="checkbox"/> 5 Years <input type="checkbox"/> 10 Years <input type="checkbox"/> 15 Years <input type="checkbox"/> 20 Years	Payments for Annuitant's lifetime. Upon Annuitant's death prior to the end of the term you select, your beneficiary will continue to receive payments until the number of payments due under the term you select have been made.	\$
4	<input type="checkbox"/> Period Certain Only: <input type="checkbox"/> 5 Years <input type="checkbox"/> 10 Years <input type="checkbox"/> 15 Years <input type="checkbox"/> 20 Years	Payments for the term you select only. Upon Annuitant's death prior to the end of the term you select, your beneficiary will continue to receive payments until the number of payments due under the term you select have been made.	\$
5	<input type="checkbox"/> Joint and Survivor Life Annuity with Period Certain: <i>Percentage to continue to Joint Annuitant</i> <input type="checkbox"/> 50% <input type="checkbox"/> 66 2/3% <input type="checkbox"/> 75% <input type="checkbox"/> 100% <i>Period Certain:</i> <input type="checkbox"/> 5 Years <input type="checkbox"/> 10 Years <input type="checkbox"/> 15 Years <input type="checkbox"/> 20 Years	Payments for Annuitant's lifetime. Upon Annuitant's death prior to the end of the term you select, the Joint Annuitant will continue to receive full payments until the number of payments due under the term you select have been made. Thereafter, payments will continue, in the percentage you select, for the lifetime of the Joint Annuitant. If both Annuitant and Joint Annuitant die prior to the end of the term you select, the designated beneficiary will receive the remaining full payments until the number of payments due under the term you select have been made.	\$
6	<input type="checkbox"/> Single Life with Cash Refund Annuity	Payments for Annuitant's lifetime. Upon Annuitant's death, your beneficiary will receive the balance, if any, of the Single Premium minus the total payments made to the Annuitant, paid in a single lump sum.	\$

SECTION G ANNUAL PERCENTAGE INCREASE [SELECT ONLY ONE]

Note: Your payment amount will change each year if you have an Annual Percentage Increase.

The Annuitant's payment amount, if an Annual Percentage Increase is chosen, will increase each year on the Annuitant's Start Date, by the following percentage. The payment amount will be compounded every year.

No Increases 1.00%]2 2.00% 3.00% 4.00% [5.00%]3

SECTION H**DESIGNATION OF BENEFICIARY (FOR ALL ANNUITIES WITH A DEATH BENEFIT, SECTION F 3, 4, 5 OR 6 ABOVE).***(IF YOU ARE DESIGNATING MORE THAN ONE PRIMARY BENEFICIARY, PLEASE COMPLETE THE BOX % OF BENEFIT.)**(YOU MAY CHANGE YOUR BENEFICIARY ANYTIME BY COMPLETING THE BENEFICIARY DESIGNATION FORM AND SENDING IT TO PACIFIC LIFE. YOU MAY OBTAIN THIS FORM FROM PACIFIC LIFE.)**Primary Beneficiary: The person you name who may receive any death benefit amount or any remaining guaranteed payments in accordance with the provisions of the Contract.**Secondary Beneficiary: The person, if any, you select to become the Beneficiary if the Primary Beneficiary dies.*

Primary Beneficiary #1 Name	Social Security Number		Date of Birth
Address	% of Benefit	Relationship	Sex
Primary Beneficiary #2 Name	Social Security Number		Date of Birth
Address	% of Benefit	Relationship	Sex
Secondary Beneficiary	Social Security Number		Date of Birth
Address	Relationship		Sex

SECTION I**Special Requests** *IF ADDITIONAL SPACE IS NEEDED, ATTACH LETTER SIGNED AND DATED BY THE OWNER(S).***SECTION J****AUTHORIZATION** (MUST BE SIGNED)**DECLARATIONS:**

The answers provided in this application are true and complete to the best of my knowledge and belief:

I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth and Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer and agree that:

- (1) No producer was involved in the proposed purchase of this annuity. I am purchasing this annuity contract on my own and without a recommendation from anyone.
- (2) I believe that the contract applied for is appropriate for me, taking into account my liquidity and insurance needs, financial and tax status, financial objectives and other relevant information.
- (3) I understand that once the Annuitant dies after the date payments begin, there is NO BENEFIT DUE A JOINT ANNUITANT OR BENEFICIARY if I elect the Life Only Annuity as shown in Section F 1 of this application.
- (4) I understand this annuity cannot be surrendered for cash nor exchanged for another annuity. I further understand I cannot change the annuity type I have selected above in Section F.
- (5) This application shall be the basis for any annuity issued.
- (6) Any annuity issued on this application shall not take effect until the contract is delivered to the owner and the single premium has been paid in full while each proposed owner and annuitant is alive.
- (7) No information acquired by any representative of Pacific Life shall be binding upon Pacific Life unless the information is stated in writing in this application.
- (8) No waiver or modification shall be binding upon Pacific Life unless in writing and signed by two authorized officers of Pacific Life, acting together.
- (9) I have obtained any tax advice that I deem necessary for acquiring the contract.

This application will be part of the annuity contract issued by Pacific Life Insurance Company.

I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurance company, files a statement of claim or provides false, incomplete, or misleading information as part of the information provided to obtain coverage commits a fraudulent act, which is a crime and may be subject to criminal and civil penalties.

Signed by the Applicant/Owner at _____ on _____

By: _____
Signature of Applicant/Owner



PACIFIC LIFE

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

INDIVIDUAL RETIREMENT ANNUITY (“IRA”) RIDER

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

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

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

A. Definitions

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

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

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

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

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

Company – Pacific Life Insurance Company.

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

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

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

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

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

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

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

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

IRS – Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

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

Roth IRA – An IRA under Code Section 408A.

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

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

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

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

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

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

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

Surviving Spouse – The surviving Spouse of a deceased Owner.

B. IRA Provisions

1. The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the exclusive benefit of such Owner and his or her beneficiaries.
2. No benefits under the Contract may be transferred, sold, assigned, borrowed, or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person; except that the Contract may be transferred to a former or separated spouse of the Owner under a divorce or separation instrument described in Code Section 408(d)(6). In the event of such a transfer, the transferee shall be treated for all purposes as the Owner under the Contract.
3. Except in the case of a "rollover" Contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16) or a Contribution made in accordance with the terms of a SEP, the Contributions paid under the Contract must be paid in cash, and for any calendar year after 2007 may not exceed the lesser of the Owner's Compensation for such year or \$5,000. In addition, for years after 2008 the \$5000 limit will be indexed for cost-of-living adjustments under Code Section 219(b)(5)(D) at \$500 increments.

- (a) For an Owner age 50 or older, the \$5,000 limit is increased by \$1,000. Alternatively, for a taxable year starting after 2006 and before 2010, the \$5,000 limit for a qualified participant (even under age 50) in a Code Section 401(k) Plan of an employer in bankruptcy described in Code Section 219(b)(5)(C) is increased by \$3,000 (but not by any additional amount for being over age 50).
 - (b) However, for any calendar year in which the Owner has attained age 70 ½, the total contribution limit is reduced to zero.
 - (c) Despite any limit on contributions, an individual may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.
 - (d) The Owner shall have the sole responsibility for determining whether any Contribution satisfies applicable income tax requirements.
4. If the Contract is issued as part of a SEP, Contributions must be made in accordance with the written terms of the SEP and Code Section 408(k), and must be paid in cash.
 5. No Contribution shall be allowed into the Contract under a SIMPLE IRA Plan established by an employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan shall be allowed into the Contract from a SIMPLE IRA prior to the expiration of the 2-year period beginning on the date the individual Owner first participated in that employer's SIMPLE IRA Plan.
 6. Any premium or Purchase Payment under the Contract is not fixed, but may not be less than any minimum amount stated in the Contract Schedule.
 7. Any premium refund declared by the Company under the Contract, other than a refund attributable to an excess Contribution, shall be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the calendar year of the refund.
 8. The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental death benefit rules in Code Sections 401(a)(9), 408(a)(6) and 408(b)(3) and the Regulations relating thereto, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section 8 or Code Section 401(a)(9) shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009).
 - (a) The entire interest under the Contract shall be distributed:
 - (i) No later than the Required Beginning Date, or
 - (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).
 - (b) RMDs shall be made in accordance with the Regulations under Code Sections 401(a)(9) and 408(b)(3) and related Code provisions. Accordingly:
 - (i) If the Owner has not elected otherwise in writing to the Company by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9), (e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a) or § 1.401(a)(9)-8, Q&A-2), the RMD amount that must

be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes –

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

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

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to the Company), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract or offered by the Company that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a), in accordance with Reg. § 1.401(a)(9)-8, Q&A-2(a)(3). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:

- (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.
- (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
- (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3 and Q&A-10(b).
- (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.

- (c) The Owner or the Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this Rider and applicable income tax requirements.

9. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section 9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto).

Accordingly, selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section 9 or Code Section 401(a)(9) shall not be permitted.

- (a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 8(a) above, the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 9(c) or (d) below applies.
- (b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 8(a) above but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraph 9(c) and (d) do not apply), then the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.
- (c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking Separate Shares into account) as of the Applicable Designation Date, then –
 - (i) If no irrevocable written election to the contrary has been filed with the Company by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section 8 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death –
 - (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
 - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

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

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

Owner and Annuitant of the Contract. Such an eligible Surviving Spouse shall be deemed to have made such an election if either –

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

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD amount must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31

thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another Non-Roth IRA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.

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

(1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or

(2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(d)(i) above.

(e) Any amount payable to a minor child of the Owner shall be treated as if it is payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.

(f) Unless the Owner has provided to the contrary in writing to the Company (e.g., by selecting a certain annuity option), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to the Company, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).

(g) If the Owner dies before the entire interest under the Contract has been distributed, no additional cash Contributions or rollover Contributions shall be allowed into the Contract, except where the Surviving Spouse elects (or is deemed to elect) to convert the Contract to be his or her own IRA, as specified above in this Section 9.

10. The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

C. Tax Qualification Provisions

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

published IRS guidance relating thereto. The Company will send you a copy of any such amendment, and when required by law, the Company will obtain the approval of the appropriate regulatory authority.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY



President



Secretary

SINGLE PREMIUM IMMEDIATE ANNUITY APPLICATION



(PLEASE PRINT NEATLY OR TYPE RESPONSES)

SECTION A ANNUITANT INFORMATION <small>[ANNUITANT CANNOT BE CHANGED FOR ANY REASON]</small>				
Annuitant Name: (First) (Middle) (Last)			Social Security Number	
Street Address			Date of Birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F
City	State	Zip Code	Phone (incl. Area Code)	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION B JOINT ANNUITANT (FOR ALL JOINT ANNUITIES SECTION H 2 OR H 5 BELOW) <small>[JOINT ANNUITANT CANNOT BE CHANGED FOR ANY REASON]</small>				
Annuitant Name: (First) (Middle) (Last)			Relationship to Owner/Annuitant:	Social Security Number
Street Address			Date of Birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F
City	State	Zip Code	Phone (incl. Area Code)	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION C OWNER INFORMATION <small>[DO NOT COMPLETE THIS SECTION IF OWNER AND ANNUITANT ARE THE SAME]</small>				
Name: (First) (Middle) (Last)			Social Security Number/TIN	
Street Address			Date of Birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F
City	State	Zip Code	Phone (incl. Area Code)	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION D JOINT OWNER INFORMATION <small>[DO NOT COMPLETE THIS SECTION IF JOINT OWNER/JOINT ANNUITANT ARE THE SAME]</small>				
Name: (First) (Middle) (Last)			Social Security Number/TIN	
Street Address			Date of Birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F
City	State	Zip Code	Phone (incl. Area Code)	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION E ENTITY OWNER INFORMATION <small>[DO NOT COMPLETE THIS SECTION IF OWNER(S) IS/ARE NATURAL PERSON(S)]</small>				
Entity Name:			Tax Identification No.	
Street Address			Phone (incl. Area Code)	
City	State	Zip Code	Contact Name:	

If mailing address is different than street address:

Mailing Address:		
City	State	Zip Code

(FOR SECTIONS A-E, ALL APPLICABLE FIELDS MUST BE COMPLETED)

SECTION F PREMIUM INFORMATION	
Desired Annuity Payment Start Date <i>(MUST BE THE FIRST OF THE MONTH)</i> <i>(MAY NOT BE MORE THAN 12 MONTHS AFTER THE CONTRACT EFFECTIVE DATE. The Contract Effective Date is the date the Single Premium is received at Pacific Life's office in Newport Beach, California.)</i>	_____ / 01 / _____ Month Year
	TOTAL PREMIUM
Disclaimer: We do not accept replacements or 1035 exchanges.	\$ _____

SECTION G PAYMENT FREQUENCY <small>[SELECT ONLY ONE]</small>	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Annual
<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Quarterly

SECTION H ANNUITY INFORMATION <small>[SELECT ONLY ONE]</small>	
<i>Note: The payment amount is based on the choice of Annuity Type, number of guaranteed years, and/or any percentage to continue to a Joint Annuitant.</i>	
<i>If the date the Single Premium is received is later than the date on the quote document submitted with the premium, Pacific Life reserves the right to adjust the amount payable under this contract to the amount that the Single Premium would have purchased on the date the premium is received.</i>	

	Desired Annuity Type	Description	Payment Amount
1	<input type="checkbox"/> Life Only Annuity	Payments for Annuitant's lifetime. Upon Annuitant's death, payments cease. There is no death benefit.	\$ _____
2	<input type="checkbox"/> Joint and Survivor Life Annuity: Percentage to continue to Joint Annuitant <input type="checkbox"/> 50% <input type="checkbox"/> 66 2/3% <input type="checkbox"/> 75% <input type="checkbox"/> 100%	Payments for Annuitant's lifetime. Upon Annuitant's death, payments will continue to the Joint Annuitant in the percentage you select, for the lifetime of the Joint Annuitant. There is no death benefit.	\$ _____
3	<input type="checkbox"/> Period Certain with Life Annuity: <input type="checkbox"/> 5 Years <input type="checkbox"/> 10 Years <input type="checkbox"/> 15 Years <input type="checkbox"/> 20 Years	Payments for Annuitant's lifetime. Upon Annuitant's death prior to the end of the term you select, your beneficiary will continue to receive payments until the number of payments due under the term you select have been made.	\$ _____
4	<input type="checkbox"/> Period Certain Only: <input type="checkbox"/> 5 Years <input type="checkbox"/> 10 Years <input type="checkbox"/> 15 Years <input type="checkbox"/> 20 Years	Payments for the term you select only. Upon Annuitant's death prior to the end of the term you select, your beneficiary will continue to receive payments until the number of payments due under the term you select have been made.	\$ _____

5	<input type="checkbox"/> Joint and Survivor Life Annuity with Period Certain: <i>Percentage to continue to Joint Annuitant</i> <input type="checkbox"/> 50% <input type="checkbox"/> 66 2/3% <input type="checkbox"/> 75% <input type="checkbox"/> 100% <i>Period Certain:</i> <input type="checkbox"/> 5 Years <input type="checkbox"/> 10 Years <input type="checkbox"/> 15 Years <input type="checkbox"/> 20 Years	Payments for Annuitant's lifetime. Upon Annuitant's death prior to the end of the term you select, the Joint Annuitant will continue to receive full payments until the number of payments due under the term you select have been made. Thereafter, payments will continue, in the percentage you select, for the lifetime of the Joint Annuitant. If both Annuitant and Joint Annuitant die prior to the end of the term you select, the designated beneficiary will receive the remaining full payments until the number of payments due under the term you select have been made.	\$
6	<input type="checkbox"/> Single Life with Cash Refund Annuity	Payments for Annuitant's lifetime. Upon Annuitant's death, your beneficiary will receive the balance, if any, of the Single Premium minus the total payments made to the Annuitant, paid in a single lump sum.	\$

SECTION I	ANNUAL PERCENTAGE INCREASE <i>[SELECT ONLY ONE]</i>
Note: Your payment amount will change each year if you have an Annual Percentage Increase.	
The Annuitant's payment amount, if an Annual Percentage Increase is chosen, will increase each year on the Annuitant's Start Date, by the following percentage. The payment amount will be compounded every year.	
<input type="checkbox"/> No Increases <input type="checkbox"/> 1.00% ² <input type="checkbox"/> 2.00% <input type="checkbox"/> 3.00% <input type="checkbox"/> 4.00% <input type="checkbox"/> 5.00% ³	

SECTION J	DESIGNATION OF BENEFICIARY (FOR ALL ANNUITIES WITH A DEATH BENEFIT, SECTION H 3, 4, 5 OR 6 ABOVE).		
<i>IF YOU ARE DESIGNATING MORE THAN ONE PRIMARY BENEFICIARY, PLEASE COMPLETE THE BOX % OF BENEFIT</i>			
<i>YOU MAY CHANGE YOUR BENEFICIARY ANYTIME BY COMPLETING THE BENEFICIARY DESIGNATION FORM AND SENDING IT TO PACIFIC LIFE. YOU MAY OBTAIN THIS FORM FROM PACIFIC LIFE.</i>			
<i>Primary Beneficiary: The person you name who may receive any death benefit amount or any remaining guaranteed payments in accordance with the provisions of the Contract.</i>			
<i>Secondary Beneficiary: The person, if any, you select to become the Beneficiary if the Primary Beneficiary dies.</i>			
Primary Beneficiary #1 Name		Social Security Number	Date of Birth
Address		% of Benefit	Relationship
Primary Beneficiary #2 Name		Social Security Number	Date of Birth
Address		% of Benefit	Relationship
Secondary Beneficiary		Social Security Number	Date of Birth
Address		Relationship	Sex

SECTION K **Special Requests** *IF ADDITIONAL SPACE IS NEEDED, ATTACH LETTER SIGNED AND DATED BY THE OWNER(S).*

SECTION L **AUTHORIZATION** *(MUST BE SIGNED)*

DECLARATIONS:

The answers provided in this application are true and complete to the best of my knowledge and belief:

I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth and Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identify of each customer and agree that:

- (1) No producer was involved in the proposed purchase of this annuity. I am purchasing this annuity contract on my own and without a recommendation from anyone.
- (2) I believe that the contract applied for is appropriate for me, taking into account my liquidity and insurance needs, financial and tax status, financial objectives and other relevant information.
- (3) I understand that once the Annuitant dies after the date payments begin, there is NO BENEFIT DUE A JOINT ANNUITANT OR BENEFICIARY if I elect the Life Only Annuity as shown in Section H 1 of this application.
- (4) I understand this annuity cannot be surrendered for cash nor exchanged for another annuity. I further understand I cannot change the annuity type I have selected above in Section H.
- (5) This application shall be the basis for any annuity issued.
- (6) Any annuity issued on this application shall not take effect until the contract is delivered to the owner and the single premium has been paid in full while each proposed owner and annuitant is alive.
- (7) No information acquired by any representative of Pacific Life shall be binding upon Pacific Life unless the information is stated in writing in this application.
- (8) No waiver or modification shall be binding upon Pacific Life unless in writing and signed by two authorized officers of Pacific Life, acting together.
- (9) I have obtained any tax advice that I deem necessary for acquiring the contract.

This application will be part of the annuity contract issued by Pacific Life Insurance Company.

I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurance company, files a statement of claim or provides false, incomplete, or misleading information as part of the information provided to obtain coverage commits a fraudulent act, which is a crime and may be subject to criminal and civil penalties.

Signed by the Applicant/Owner at _____ on _____

By: _____
Signature of Applicant/Owner

By: _____
Signature of Applicant/Joint Owner, if applicable

SECTION M**DISCLOSURE FOR NON-NATURAL OR CORPORATE OWNERS (MUST BE SIGNED)****DECLARATIONS:**

Please read and sign at the bottom:

- (1) I am a duly authorized individual signing on behalf of the Non-Natural/Corporate Owner purchasing the annuity and I am authorized and empowered to individually or collectively enter into contracts and financial transactions including but not limited to the purchase of any annuity, and exercise all ownership rights under the annuity in the Non-Natural/Corporate Owner's name.
- (2) The Non-Natural/Corporate Owner is duly organized and existing in compliance with all laws and regulations.
- (3) The Non-Natural/Corporate Owner shall notify PL in writing of a change in or revocation of authorized individuals, or any change in the Non-Natural/Corporate Owner's status that would cause any of the statements in the application to be incorrect or incomplete.
- (4) The Non-Natural/Corporate Owner has consulted an independent tax and/or legal advisor for any information deemed necessary to understand the tax treatment of the annuity.
- (5) The authorized individuals and Non-Natural or Corporate Owner agree to indemnify PL, its affiliates or representatives for liability of any kind arising out of or related to any acts or omissions taken by PL upon their instructions and in reliance on their representations to PL in connection with the annuity.
- (6) I understand the provisions of this form and acknowledge that neither PL nor its representatives offer legal or tax advice.

Acknowledged and agreed:**Non-Natural or Corporate Owner as stated in Section E:**

Signature of Authorized Individual:

Print Name of Authorized Individual:

Annuitant's Relationship to Owner:

For trust-owned contracts, complete the Trustee Certification form which will be provided separately.

SERFF Tracking Number: PFMD-126942434 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 47986
 Company Tracking Number: 15-28667
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Single Premium Immediate Annuity
 Project Name/Number: SPIA /15-28667

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

I have attached the required Certifications and Notice.

Attachments:

- SPIA Q Readability Cert.pdf
- SPIA NQ Readability Cert.pdf
- Arkansas Reg 19 Cert.pdf
- N163AR ISP.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

The Applications that will be used with their respective contract forms are attached in the Form Schedule tab.

Item Status: **Status Date:**

Satisfied - Item: Variable Schedules for forms 15-28667, 15-28667NQ, 15-28682, and 15-28682NQ

Comments:

Attachments:

- 15-28667-SOV.pdf
- 15-28682-SOV.pdf
- 15-28667NQ-SOV.pdf
- 15-28682NQ-SOV.pdf

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

STATE OF ARKANSAS

CERTIFICATION OF READABILITY

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

Form Number	Score
15-28667 & 15-28682	50.5



Company Officer

Nancy A. Hill

Name

Assistant Vice President, Compliance

Title

2/14/11

Date

Contact Person:

Anne Sexton
Compliance Analyst
RSD - Product Compliance
Email: anne.sexton@pacificlife.com
(949) 219-3924

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

STATE OF ARKANSAS

CERTIFICATION OF READABILITY

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

Form Number	Score
15-28667NQ & 15-28682NQ	50.3



Company Officer

Nancy A. Hill

Name

Assistant Vice President, Compliance

Title

2/14/11

Date

Contact Person:

Anne Sexton
Compliance Analyst
RSD - Product Compliance
Email: anne.sexton@paciicliflife.com
(949) 219-3924

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

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number</u>	<u>Form Description</u>
15-28667	Individual Single Premium Immediate Fixed Annuity Contract, Qualified
15-28682	Individual Single Premium Immediate Fixed Annuity Application, Qualified
15-28945	Individual Retirement Annuity Rider
15-28667NQ	Individual Single Premium Immediate Fixed Annuity Contract, Non-Qualified
15-28682NQ	Individual Single Premium Immediate Fixed Annuity Application, Non-Qualified

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

2/14/11
Date

Contact Person:

Anne Sexton,
Compliance Analyst
RSD - Product Compliance
Email: anne.sexton@pacificlife.com
(949) 219-3924

**Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, California 92660
Contract Owners: 1-800-800-7646 x. 3442**

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

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

DISCLAIMER

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

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

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

The Arkansas Life and Health Insurance Guaranty Association

c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department

1200 West Third Street
Little Rock, Arkansas 72201-1904

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

The Guaranty Association also does NOT provide coverage for:

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

LIMITS ON AMOUNT OF COVERAGE

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

SCHEDULE OF VARIABLE MATERIALS

FORM NUMBER: 15-28667

FORM DESCRIPTION: Single Premium Immediate Annuity Contract

The numbers below refer to the corresponding numbers next to the bracketed item of the Form. Material between the brackets is variable to the extent stated.

1. Insert owner name. This will match the owner name on the Application.
2. Insert contract number. This will vary with each issuance.
3. Insert contract effective date, which will be the date the premium is received.
4. Insert signature of President and Secretary of Pacific Life. The signature of the current President and Secretary of Pacific Life will appear on the Face Page of all contracts. Marked as variable to accommodate changes to President and/or Secretary name/signatures.
5. Insert edition number, found on the bottom of all pages. This will normally not change, unless the form is updated to reflect a change that does not require re-filing, in which case, the edition will be updated. The edition number references the month and year.
6. Insert Pacific Life's toll-free telephone number and internet address; marked as variable to accommodate updates to phone numbers or internet addresses.
7. Insert annuitant name. This will match the information on the Application.
8. Insert joint annuitant name, if applicable. This will match the information on the Application.
9. Insert amount of single premium. This will match the information on the Application.
10. Insert annuity start date, which will not be later than **13** months after the single premium is received. This will match the information on the Application.
11. Insert maximum issue age limit; marked as variable to accommodate the option of Pacific Life to change it, on a uniform basis, in the future.
12. Insert payment amount for Annuitant, and Joint Annuitant, if there is a Joint Annuitant. This will match the information on the Application.
13. Insert Annual Percentage Increase data element and corresponding percentage amount if applicable. This will match the information on the Application.
14. Insert Annual Percentage Increase Effective Date data element and corresponding date if applicable. This will match the information on the Application.
15. Insert payment frequency, either monthly, quarterly, semi-annually, or annually. Again, this will match the information on the Application. Typically the payment frequency will be monthly.

SCHEDULE OF VARIABLE MATERIALS

FORM NUMBER: 15-28667

FORM DESCRIPTION: Single Premium Immediate Annuity Contract

16. Insert Guarantee Period stated in years and including the start date and ending date for the guaranteed period, if applicable to the Annuity Form. This will match the information on the Application.
17. Insert Joint & Survivor Percent percentage if applicable to the Annuity Form. This will match the information on the Application.
18. Insert description of Annuity Form applicable to the Annuitant and Joint Annuitant, if there is a Joint Annuitant. This description will match the description in the Application as selected by the Owner.
19. Insert name of beneficiary, if appropriate for the Annuity Form applicable to the contract being issued. This will match the information on the Application.

SCHEDULE OF VARIABLE MATERIALS

FORM NUMBER: 15-28682

FORM DESCRIPTION: Application for Single Premium Immediate Annuity

The numbers below refer to the corresponding numbers next to the bracketed item of the Form. Material between the brackets is variable to the extent stated.

1. Marked as variable to accommodate changes in Pacific Life contact information.
2. Insert 1% if at some future date, 1.00% Annual Percentage Increases will be offered. It is not planned at this time.
3. Insert 5% if at some future date, 5.00% Annual Percentage Increases will be offered. It is not planned at this time.

STATEMENT OF VARIABILITY

FORM NUMBER: 15-28667NQ

FORM DESCRIPTION: Single Premium Immediate Annuity Contract

The numbers below refer to the corresponding numbers next to the bracketed item of the Form. Material between the brackets is variable to the extent stated.

1. Insert owner name. This will match the owner name on the Application.
2. Insert joint owner name, if applicable. This will match the joint owner name on the Application.
3. Insert contract number. This will vary with each issuance.
4. Insert contract effective date, which will be the date the premium is received.
5. Insert signature of President and Secretary of Pacific Life. The signature of the current President and Secretary of Pacific Life will appear on the Face Page of all contracts. Marked as variable to accommodate changes to President and/or Secretary name/signatures.
6. Insert edition number, found on the bottom of all pages. This will normally not change, unless the form is updated to reflect a change that does not require re-filing, in which case, the edition will be updated. The edition number references the month and year.
7. Insert Pacific Life's toll-free telephone number and internet address; marked as variable to accommodate updates to phone numbers or internet addresses.
8. Insert insurance department telephone number, for the state where the contract is delivered or issued for delivery.
9. Insert annuitant name. This will match the information on the Application.
10. Insert joint annuitant name, if applicable. This will match the information on the Application.
11. Insert amount of single premium. This will match the information on the Application.
12. Insert annuity start date, which will not be later than 12 months after the single premium is received. This will match the information on the Application.
13. Insert maximum issue age limit; marked as variable to accommodate the option of Pacific Life to change it, on a uniform basis, in the future.
14. Insert payment amount for Annuitant, and Joint Annuitant, if there is a Joint Annuitant. This will match the information on the Application.
15. Insert Annual Percentage Increase data element and corresponding percentage amount if applicable. This will match the information on the Application.
16. Insert Annual Percentage Increase Effective Date data element and corresponding date if applicable. This will match the information on the Application.

STATEMENT OF VARIABILITY

FORM NUMBER: 15-28667NQ

FORM DESCRIPTION: Single Premium Immediate Annuity Contract

17. Insert payment frequency, either monthly, quarterly, semi-annually, or annually. Again, this will match the information on the Application. Typically the payment frequency will be monthly.
18. Insert Guarantee Period stated in years and including the start date and ending date for the guaranteed period, if applicable to the Annuity Form. This will match the information on the Application.
19. Insert Joint & Survivor Percent percentage if applicable to the Annuity Form. This will match the information on the Application.
20. Insert description of Annuity Form applicable to the Annuitant and Joint Annuitant, if there is a Joint Annuitant. This description will match the description in the Application as selected by the Owner.
21. Insert name of beneficiary, if appropriate for the Annuity Form applicable to the contract being issued. This will match the information on the Application.

STATEMENT OF VARIABILITY

FORM NUMBER: 15-28682NQ

FORM DESCRIPTION: Application for Single Premium Immediate Annuity

The numbers below refer to the corresponding numbers next to the bracketed item of the Form. Material between the brackets is variable to the extent stated.

1. Marked as variable to accommodate changes in Pacific Life contact information.
2. Insert 1% if at some future date, 1.00% Annual Percentage Increases will be offered. It is not planned at this time.
3. Insert 5% if at some future date, 5.00% Annual Percentage Increases will be offered. It is not planned at this time.