

SERFF Tracking Number: PALD-127086677 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 48327
Company Tracking Number: MEB (R11MEB)
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: MEB (R11MEB)
Project Name/Number: MEB (R11MEB)/MEB (R11MEB)

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: MEB (R11MEB)

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: PALD-127086677 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 48327

Co Tr Num: MEB (R11MEB)

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Jill Dease, Hong Do

Disposition Date: 03/29/2011

Date Submitted: 03/24/2011

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested:

State Filing Description:

General Information

Project Name: MEB (R11MEB)

Project Number: MEB (R11MEB)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 03/29/2011

State Status Changed: 03/29/2011

Created By: Jill Dease

Corresponding Filing Tracking Number: MEB
(R11MEB)

Deemer Date:

Submitted By: Jill Dease

Filing Description:

March 17, 2011 NAIC # 00067466

FEIN # 95-1079000

Mr. John Shields

Policy Form Filings, Life

Arkansas Department of Insurance

1200 W. Third Street

Little Rock, AR 72201-1904

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 RE: R11MEB, Minimum Earnings Benefit Rider

Dear Mr. Shields:

We are submitting the above referenced individual (non-group) life insurance form in final print for your approval. It does not replace any previously approved forms. Form R11MEB, Minimum Earnings Benefit Rider, offers security against poor investment performance by providing an alternative Accumulated Value at the time the rider matures, based on an Alternative Accumulated Value calculation. The rider is further described in the Actuarial Memorandum.

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

The following pertain to this submission:

- Actuarial memorandum is included.
- Issue Ages are 0-60.
- The policy form is variable life form, and thus exempts from the readability requirements of your state.
- This form will be marketed through our licensed agents. The target release is 5/1/11, or upon approval.
- The forms will be used mainly with applications
- A07MA2, A07IGI2 and A07ISI2, each approved on 09/16/09 or may be used with
- A10IUW2 approved on 03/17/10
- The form will be used primarily with
- P09SE5, approved 09/16/09
- P09MVP, approved 09/16/09 and
- P11MVP to be submitted within the next few weeks
- The following is for those states requiring a Statement of Variability:

Variable Minimum of Range Maximum of Range
 Alternate Premium Load 5.00% 35.00%
 Alternate Accumulated Value Monthly Factor 1.00000000 1.00797414
 Rider Maturity Date 10 years 15 years after Policy Date
 Minimum Premium Requirement (as of % of GLP at issue) 450% of Guideline Level Premium 900% of Guideline Level Premium
 Minimum Premium Date 9 years after Policy Date 9 years after Policy Date
 Maximum Guaranteed Rider Monthly Charge 0% 0.10% 0% 0.10%

- If a filing fee is required, it is handled in the usual manner and any required certification forms are enclosed.
- For those states having adopted the NAIC Model Illustration Regulation, please note that this filing is exempt from the requirements of the regulation (Illustrations Actuary's Certification, etc.) since the policy submitted is variable life

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insurance.

To the best of my knowledge and belief this filing complies with the laws and regulations of your state. If you would like to discuss any aspect of this filing, please feel free to contact me at (800) 800-7681, extension 7081.

Sincerely,

Jill Dease
 Senior Compliance Analyst
 Pacific Life Insurance Company

Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$50.00	03/24/2011	45916559

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/29/2011	03/29/2011

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Disposition

Disposition Date: 03/29/2011

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		No
Supporting Document	Application		No
Supporting Document	Actuarial Memorandum		No
Form	Minimum Earnings Benefit Rlder		Yes

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Form Schedule

Lead Form Number: R11MEB

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	R11MEB	Policy/Cont Minimum Earnings ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	R11MEB.pdf

MINIMUM EARNINGS BENEFIT RIDER

Pacific Life Insurance Company has issued this rider ("Rider") as a part of the policy to which it is attached ("Policy"). Please read this Rider carefully.

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

BENEFIT SUMMARY

At Rider Maturity, this Rider provides that your Policy's Accumulated Value will be equal to the greater of the Policy's Accumulated Value immediately prior to Rider Maturity or the Alternate Accumulated Value. Prior to Rider Maturity, the Rider guarantees that the Policy will not enter the Grace Period as long as either the Policy's Accumulated Value or the Alternate Accumulated Value, each less any outstanding loan amount, is sufficient to cover the Policy's Monthly Deduction on a Monthly Payment Date.

The Rider allows allocation to the Variable Options, while providing minimum earnings protection at Rider Maturity. Rider benefits are subject to the requirements outlined in the Rider Provisions. The Alternate Accumulated Value at Rider Maturity may be expressed as premiums paid, less Policy loads, charges and withdrawals, increased at a level rate of interest.

RIDER PROVISIONS

Alternate Accumulated Value – The Alternate Accumulated Value is a calculated value reflecting a minimum level of earnings for the Policy. The Alternate Accumulated Value cannot be calculated in advance because it is affected by the actual charges deducted.

The Policy's Alternate Accumulated Value is initially zero and is calculated on each Monthly Payment Date. The Alternate Accumulated Value calculated on any Monthly Payment Date is equal to:

- the Alternate Accumulated Value immediately prior to the calculation,
- increased by any premiums paid since the prior Monthly Payment Date multiplied by the result of 1 minus the Alternate Premium Load shown in the Policy Specifications,
- reduced by any withdrawals that have been taken since the prior Monthly Payment Date,
- reduced by the Policy's actual Monthly Deduction on the Monthly Payment Date and any other charges to the Policy since the prior Monthly Payment Date, and
- with the result multiplied by the Alternate Accumulated Value Monthly Factor shown in the Policy Specifications.

In the event of a loan or withdrawal, we reserve the right to reduce the Alternate Accumulated Value such that the Alternate Accumulated Value less Policy Debt is reduced in the same proportion as the Policy's Accumulated Value less Policy Debt is reduced as a result of such loan or withdrawal.

Before the Rider Maturity Date, the Alternate Accumulated Value has no effect on the Policy's Accumulated Value and provides no minimum earnings. This Rider provides no guarantee of any particular interest rate or dollar amount. The Alternate Accumulated Value may be less than the Policy's Accumulated Value and may be less than the total premium paid.

Asset Allocation Requirement – To be eligible for this Rider, allocations to the Investment Options must be in an allowable Fixed or Variable Option or Options we designate. Not all Investment Options may be used with this Rider. The allowable Investment Options are evaluated periodically (generally, annually) to optimize the potential return for the level of risk intended for this Rider. As a result of the periodic analysis, the available allowable Investment Options for this Rider may change. This means your allocations, and potentially the underlying Variable Options, may change and your Accumulated Value

may be reallocated to another allowable Investment Option. You may contact us to find out what Investment Options are available at any given time for the purpose of this requirement.

You need to determine which allowable individual Investment Options are best suited to your financial needs, investment time horizon, and willingness to accept investment risk. You should periodically review these factors with your registered representative to determine if you should change Investment Options to keep up with changes in your personal circumstances.

If any allocation is made to an Investment Option other than an eligible Investment Option, this Rider will terminate and no further benefits will be provided by the Rider.

Grace Period – This Rider modifies the Policy’s Grace Period so that the Policy’s Grace Period will begin when the greater of the Policy’s Accumulated Value or the Alternate Accumulated Value, each less any Policy Debt, is insufficient to cover the Monthly Deduction on a Monthly Payment Date.

Minimum Premium Requirement – If the total premium paid by the Minimum Premium Date shown in the Policy Specifications is not at least equal to the Minimum Premium Requirement shown in the Policy Specifications, the Rider Grace Period will begin.

Rider Grace Period – If premiums paid by the Minimum Premium Date do not satisfy the Minimum Premium Requirement, we will send you a Rider Grace Period notice stating the amount of additional premium that you must pay to keep the Rider in force and the date, not less than ~~thirtysixty~~ thirty-one days after our mailing of the notice, by which we must receive such additional premium. If we have not received the additional premium by that date, this Rider will terminate and no further benefits will be provided by the Rider.

Rider Charge – There is a Rider Charge deducted monthly from Accumulated Value as long as the Rider is In Force. The maximum guaranteed monthly charge is equal to the Maximum Guaranteed Rider Monthly Charge Rate shown in the Policy Specifications multiplied by the Alternate Accumulated Value on the Monthly Payment Date before the Monthly Deduction has been made, provided that the result will never be less than zero. The Rider Charge may be less than such maximum guaranteed monthly charge.

Reinstatement – If the Policy lapses and is later reinstated, the Rider will not be reinstated.

Rider Maturity – Rider Maturity occurs on the Rider Maturity Date, which you selected when you applied for your Policy. The Rider Maturity Date is shown in the Policy Specifications. Once selected, the Rider Maturity Date cannot be changed. When the Rider matures, we will set the Policy’s Accumulated Value to be equal to the Alternate Accumulated Value, if the latter is larger, and the Rider will terminate unless you elect to renew the Rider.

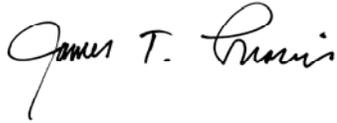
Rider Renewal – You may elect to renew this rider at Rider Maturity, electing a new Rider Maturity Date for the renewed Rider based on the options available at the time you renew. We must receive your Written Request to renew the Rider at least 30 days prior to Rider Maturity. If you renew the Rider, we will send you a Supplemental Schedule of Coverage which will show the new specifications for the renewed Rider. Each specification for the renewed Rider, including the Rider Charge, may differ from the corresponding specification for the Rider, as shown on the Policy Specifications, before renewal. If you renew this rider, the initial Alternate Accumulated Value will be equal to the Policy’s Accumulated Value at the time of renewal multiplied by the result of 1 minus the Alternate Premium Load shown on the Supplemental Schedule of Coverage for the renewed Rider. Thereafter, the renewed Rider will operate as described in this Rider, but based on the specification for the renewed Rider as shown in the Supplemental Schedule of Coverage for the renewed Rider.

Effective Date – This Rider is effective on the Policy Date unless otherwise stated. It will end on the earliest of:

- your Written Request;
- termination of the Policy;

- allocation of any portion of the Accumulated Value to an Investment Option other than a Fixed Option or an eligible Investment Option;
- the end of the Rider Grace Period if you have not paid sufficient premium to keep the Rider in force; or
- the Rider Maturity Date, unless you elect to renew the Rider.

Signed for **Pacific Life Insurance Company,**



Chairman, President, and Chief Executive Officer



Secretary

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

SECTIONS FOR OTHER COVERAGES

R11MEB	MINIMUM EARNINGS BENEFIT RIDER	
	ALTERNATE PREMIUM LOAD:	[20]%
	ALTERNATE ACCUMULATED VALUE MONTHLY FACTOR:	[1.00295161]
	RIDER MATURITY DATE:	[03-01-2016]
	MINIMUM PREMIUM REQUIREMENT:	[\$6,797.70]
	MINIMUM PREMIUM DATE:	[03-01-2015]
	MAXIMUM GUARANTEED RIDER MONTHLY CHARGE RATE:	[0.1]%