Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: MVP9 (P11MVP)
SERFF Tr Num: PALD-127106347
State: Arkansas

TOI: L06I Individual Life - Variable
SERFF Status: Closed-Approved-Closed
State Tr Num: 48411

Sub-TOI: L06I.002 Single Life - Flexible Premium
Co Tr Num: MVP9 (P11MVP)
State Status: Approved-Closed

Filing Type: Form
Reviewer(s): Linda Bird
Author: Jill Dease
Disposition Date: 04/25/2011
Date Submitted: 04/04/2011
Disposition Status: Approved-Closed

Implementation Date Requested:
Implementation Date:

State Filing Description:

General Information

Project Name: MVP9 (P11MVP)
Status of Filing in Domicile: Pending

Project Number: MVP9 (P11MVP)
Date Approved in Domicile:

Requested Filing Mode: Review & Approval
Domicile Status Comments:

Explanation for Combination/Other:
Market Type: Individual

Submission Type: New Submission
Individual Market Type:

Overall Rate Impact:
Filing Status Changed: 04/25/2011

State Status Changed: 04/25/2011

Deemer Date:
Created By: Jill Dease

Submitted By: Jill Dease
Corresponding Filing Tracking Number: MVP9 (P11MVP)

Filing Description:

March 30, 2011 NAIC # 00067466 FEIN # 95-1079000

RE: Flexible Premium Variable Universal Life Insurance

We are submitting the above referenced individual (non-group) life insurance forms in final print for your approval. The policy and rider are new forms, which do not replace any previously approved forms. Policy form P11MVP is a variable life policy. The cost of insurance rates for an initial number of years for issued policy will be the rates that are the current rates as of issue. Rider form R11SIR is a rider that provides scheduled increases in coverage, either to the basic

coverage or to term coverage. Such increases are guaranteed as to medical underwriting at policy issue, but, depending on the amount of the increase, financial underwriting may be performed and guaranteed at policy issue or performed at the at the time of the scheduled increase. These forms are 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 memorandums are included.
• Issue Ages are 0-90. Minimum issue amount is $10,000.
• The policy forms are variable life forms, and thus exempt from the readability requirements of your state.
• The policy forms are variable life forms, and thus exempt from the readability requirements of your state.
• This form will be marketed through our licensed agents. The target release is 5/1/11.
• The forms will be used mainly with applications A07MA2, A07IGI2 and A07ISI2, each approved on 9/16/2009 or may be used with A10IUW2 approved on 3/17/10.
• If a filing fee is required, it is handled in the usual manner and any required certification forms are enclosed.
• This policy is intended to be used with the following riders filed in your state on the dates shown:

Rider Description Form Number Approved/Acknowledged
Annual Renewable Term Rider R08RTP 11/13/2007
Surrender Value Enhancement Rider - Individual R08SVERI 12/23/2008
Surrender Value Enhancement Rider - Trust/Executive Benefit R08SVERT 12/23/08
Annual Renewable Term Rider- Additional Insured R08RTA 10/9/2007
Overloan Protection II Rider R08OLP 11/13/2007
No Lapse Guarantee Rider R04PNL 3/1/2004
Accelerated Death Benefit Rider R92-ABR 12/22/1992
Children's Term Rider R84-CT 9/27/1984
Accidental Death Rider R84-AD 9/27/1984
Guaranteed Insurability Rider R84-GI 1/24/1989
Disability Benefit Rider R84-DB 9/27/1984
Indexed Fixed Account Rider R09IAR 09/16/09
Waiver of Charges Rider R08WC 5/20/2008
Annual Renewable Term Rider – Individual R10ARS 05/17/10

• The free look number of days showing on the cover will be extended, if necessary, for replacement sales in your state.
• For those states having adopted the NAIC Model Illustration Reg, 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 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 jill.dease@pacificlife.com, or via telephone at (800) 800-6416, extension 7081.

Sincerely,

Jill Dease
Sr. Compliance Analyst, Pacific Life Insurance Company

March 30, 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

Dear Mr. Shields:

RE: Flexible Premium Variable Universal Life Insurance

We are submitting the above referenced individual (non-group) life insurance forms in final print for your approval. The policy and rider are new forms, which do not replace any previously approved forms. Policy form P11MVP is a variable life policy. The cost of insurance rates for an initial number of years for issued policy will be the rates that are the current rates as of issue. Rider form R11SIR is a rider that provides scheduled increases in coverage, either to the basic coverage or to term coverage. Such increases are guaranteed as to medical underwriting at policy issue, but, depending on the amount of the increase, financial underwriting may be performed and guaranteed at policy issue or performed at the at the time of the scheduled increase. These forms are being submitted to Nebraska, our state of domicile, and in all other states where Pacific Life is licensed and where such submission is required.

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Surrender Value Enhancement Rider - Trust/Executive Benefit R08SVERT 12/23/08
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Overloan Protection II Rider R08OLP 11/13/2007
No Lapse Guarantee Rider R04PNL 3/1/2004
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Sincerely,

Jill Dease
Sr. Compliance Analyst, Pacific Life Insurance Company

Company and Contact

Filing Contact Information

Jill Dease, Compliance Analyst
45 Enterprise Drive
Aliso Viejo, CA 92656

Jill.Klinger@pacificlife.com
949-420-7081 [Phone]
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:	$100.00
Retaliatory?	No
Fee Explanation:	$50.00 per form 2 forms = $100.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	$100.00	04/04/2011	46239704

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/25/2011	04/25/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	04/12/2011	04/12/2011	Jill Dease	04/25/2011	04/25/2011

Disposition

Disposition Date: 04/25/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*PALD-127106347*	*State:*	*Arkansas*
Filing Company:	*Pacific Life Insurance Company*	*State Tracking Number:*	*48411*
Company Tracking Number:	*MVP9 (P11MVP)*		
TOI:	*L06I Individual Life - Variable*	*Sub-TOI:*	*L06I.002 Single Life - Flexible Premium*
Product Name:	*MVP9 (P11MVP)*		
Project Name/Number:	*MVP9 (P11MVP)/MVP9 (P11MVP)*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement(s) of Variability		Yes
Supporting Document	AR Certifications		Yes
Form	Flexible Premium Variable Universal Life Insurance		Yes
Form	Scheduled Increase Rider		Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/12/2011
Submitted Date	04/12/2011
Respond By Date	05/12/2011

Dear Jill Dease,

This will acknowledge receipt of the captioned filing.

Objection 1
Comment: Ark Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Pleae review your issue procedures and assure us that you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Filings of variable life insurance contracts should be accompanied by an assurance that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/25/2011
Submitted Date	04/25/2011

Dear Linda Bird,

Comments:
THank you for your recent review of this filing.

Response 1

Comments: I have attached the required certifications.

Related Objection 1

Comment:
Ark Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Pleae review your issue procedures and assure us that you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

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Filings of variable life insurance contracts should be accompanied by an assurance that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes
Satisfied -Name: AR Certifications
Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Please feel free to contact me with any questions.

Sincerely,
Jill Dease

Form Schedule

Lead Form Number: P11MVP

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P11MVP	Policy/Contract/Fraternal Certificate	Flexible Premium Variable Universal Life Insurance	Initial			P11MVPAR.pdf
	R11SIR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Scheduled Increase Rider	Initial			R11SIR.pdf

Pacific Life Insurance Company, 45 Enterprise Drive, Aliso Viejo, CA 92656
www.PacificLife.com (800) 800-6416

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

Variable account values are not guaranteed, and may increase or decrease depending upon variable account investment experience.

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

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

Signed for Pacific Life Insurance Company,

James T. Morris

Jane M. Guon

Chairman, President, and Chief Executive Officer

Secretary

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

INSURED:	LELAND STANFORD		
SEX AND AGE:	MALE 35		
RISK CLASS:	STANDARD NONSMOKER		
POLICY NUMBER:	VF99999990	TOTAL FACE AMOUNT	$50,000
POLICY DATE:	May 1, 2011	OWNER:	LELAND STANFORD

Free Look Right – You may return this policy within [10] days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund:

- **Any Premium Load deducted from the premiums plus**
- **Any Net Premiums allocated to available Fixed Options plus**
- **The Accumulated Value allocated to the Variable Options plus**
- **Any monthly charges and fees deducted from the Policy's Accumulated Value in the Variable Options**

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POLICY SPECIFICATIONS

BASE POLICY:	FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE		
PREMIUMS:	PLANNED ANNUAL PREMIUM	=	$565.85
	7-PAY PREMIUM	=	1,679.13
	GUIDELINE SINGLE PREMIUM	=	8,275.49
	GUIDELINE LEVEL PREMIUM	=	702.78

DEATH BENEFIT QUALIFICATION TEST: GUIDELINE PREMIUM TEST

DEATH BENEFIT OPTION: [A]
[OPTION C DEATH BENEFIT LIMIT: $XX,XXX,XXX]

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.50% ANNUALLY. ANY EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR

NET AMOUNT AT RISK FACTOR: 1.0020598

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

MAXIMUM PREMIUM LOAD RATE: 7.95%

ADMINISTRATIVE CHARGE PER MONTH: $7.50

TABLE OF SURRENDER CHARGE FACTORS

INITIAL AMOUNT:	$ 345.60
LEVEL PERIOD:	1 YEAR
REDUCTION FACTOR:	$ 38.40
SURRENDER CHARGE PERIOD:	10 YEARS

[STATE] DEPARTMENT OF INSURANCE: [(XXX) XXX-XXXX]

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P11MVP BASIC COVERAGE

FACE AMOUNT:	$50,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER

R11SIR SCHEDULED INCREASE RIDER

RIDER CHARGE: $0.51 PER MONTH

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

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

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

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

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

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
1	$12.45
2	12.45
3	12.45
4	12.45
5	12.45
6	12.45
7	12.45
8	12.45
9	12.45
10	12.45
11	7.45
12	7.45
13	7.45
14	7.45
15	7.45
16	7.45
17	7.45
18	7.45
19	7.45
20	7.45
21	7.45
22	7.45
23	7.45
24	7.45
25	7.45
26	7.45
27	7.45
28	7.45
29	7.45
30	7.45
31	7.45
32	7.45
33	7.45
34	7.45
35	7.45
36	7.45
37	7.45
38	7.45
39	7.45
40	7.45
41	7.45
42	7.45
43	7.45
44	7.45

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
45	$7.45
46	7.45
47	7.45
48	7.45
49	7.45
50	7.45
51	7.45
52	7.45
53	7.45
54	7.45
55	7.45
56	7.45
57	7.45
58	7.45
59	7.45
60	7.45
61	7.45
62	7.45
63	7.45
64	7.45
65	7.45
66	7.45
67	7.45
68	7.45
69	7.45
70	7.45
71	7.45
72	7.45
73	7.45
74	7.45
75	7.45
76	7.45
77	7.45
78	7.45
79	7.45
80	7.45
81	7.45
82	7.45
83	7.45
84	7.45
85	7.45
86	7.45
87+	0

POLICY SPECIFICATIONS

TABLE OF SCHEDULED INCREASES IN BASIC COVERAGE

INSURED: LELAND STANFORD

	FOR EACH SCHEDULED INCREASE IN BASIC COVERAGE FIRST EFFECTIVE IN THE POLICY YEAR SHOWN			TOTALS FOR ALL SCHEDULED INCREASES IN BASIC COVERAGE THAT HAVE BECOME EFFECTIVE BY THE POLICY YEAR SHOWN	
POLICY YEAR	FACE AMOUNT	MONTHLY COVERAGE CHARGE YEARS* 1-10	YEARS* 11+	FACE AMOUNT	MONTHLY COVERAGE CHARGE
1	$0	$0	$0	$0	$0
2	10,000	2.54	1.54	10,000	2.54
3	10,000	2.57	1.57	20,000	5.11
4	10,000	2.59	1.59	30,000	7.70
5	10,000	2.62	1.62	40,000	10.32
6	10,000	2.65	1.65	50,000	12.97
7	10,000**	2.69	1.69	60,000	15.66
8	10,000**	2.73	1.73	70,000	18.39
9	10,000**	2.76	1.76	80,000	21.15
10	10,000**	2.80	1.80	90,000	23.95
11	10,000**	2.84	1.84	100,000	26.79
12	0	0	0	100,000	25.79
13	0	0	0	100,000	24.79
14	0	0	0	100,000	23.79
15	0	0	0	100,000	22.79
16	0	0	0	100,000	21.79
17	0	0	0	100,000	20.79
18	0	0	0	100,000	19.79
19	0	0	0	100,000	18.79
20	0	0	0	100,000	17.79
21	0	0	0	100,000	16.79
22	0	0	0	100,000	16.79
23	0	0	0	100,000	16.79
24	0	0	0	100,000	16.79
25	0	0	0	100,000	16.79
26	0	0	0	100,000	16.79
27	0	0	0	100,000	16.79
28	0	0	0	100,000	16.79
29	0	0	0	100,000	16.79
30	0	0	0	100,000	16.79
31	0	0	0	100,000	16.79
32	0	0	0	100,000	16.79
33	0	0	0	100,000	16.79
34	0	0	0	100,000	16.79
35	0	0	0	100,000	16.79
36	0	0	0	100,000	16.79
37	0	0	0	100,000	16.79
38	0	0	0	100,000	16.79
39	0	0	0	100,000	16.79
40	0	0	0	100,000	16.79
41	0	0	0	100,000	16.79
42	0	0	0	100,000	16.79
43	0	0	0	100,000	16.79
44	0	0	0	100,000	16.79

*YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER.

** INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.

POLICY SPECIFICATIONS

TABLE OF SCHEDULED INCREASES IN BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

	FOR EACH SCHEDULED INCREASE IN BASIC COVERAGE FIRST EFFECTIVE IN THE POLICY YEAR SHOWN			TOTALS FOR ALL SCHEDULED INCREASES IN BASIC COVERAGE THAT HAVE BECOME EFFECTIVE BY THE POLICY YEAR SHOWN	
POLICY YEAR	FACE AMOUNT	MONTHLY COVERAGE CHARGE YEARS* 1-10	YEARS* 11+	FACE AMOUNT	MONTHLY COVERAGE CHARGE
45	$0	$0	$0	$100,000	$16.79
46	0	0	0	100,000	16.79
47	0	0	0	100,000	16.79
48	0	0	0	100,000	16.79
49	0	0	0	100,000	16.79
50	0	0	0	100,000	16.79
51	0	0	0	100,000	16.79
52	0	0	0	100,000	16.79
53	0	0	0	100,000	16.79
54	0	0	0	100,000	16.79
55	0	0	0	100,000	16.79
56	0	0	0	100,000	16.79
57	0	0	0	100,000	16.79
58	0	0	0	100,000	16.79
59	0	0	0	100,000	16.79
60	0	0	0	100,000	16.79
61	0	0	0	100,000	16.79
62	0	0	0	100,000	16.79
63	0	0	0	100,000	16.79
64	0	0	0	100,000	16.79
65	0	0	0	100,000	16.79
66	0	0	0	100,000	16.79
67	0	0	0	100,000	16.79
68	0	0	0	100,000	16.79
69	0	0	0	100,000	16.79
70	0	0	0	100,000	16.79
71	0	0	0	100,000	16.79
72	0	0	0	100,000	16.79
73	0	0	0	100,000	16.79
74	0	0	0	100,000	16.79
75	0	0	0	100,000	16.79
76	0	0	0	100,000	16.79
77	0	0	0	100,000	16.79
78	0	0	0	100,000	16.79
79	0	0	0	100,000	16.79
80	0	0	0	100,000	16.79
81	0	0	0	100,000	16.79
82	0	0	0	100,000	16.79
83	0	0	0	100,000	16.79
84	0	0	0	100,000	16.79
85	0	0	0	100,000	16.79
86	0	0	0	100,000	16.79
87+	0	0	0	100,000	0

*YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER.

POLICY SPECIFICATIONS

TABLE OF SURRENDER CHARGE FACTORS
FOR SCHEDULED INCREASES IN BASIC COVERAGE

INSURED: LELAND STANFORD

[LEVEL PERIOD: XX YEARS]

SURRENDER CHARGE PERIOD: [10] YEARS*

FOR EACH SCHEDULED INCREASE IN BASIC COVERAGE
FIRST EFFECTIVE IN THE POLICY YEAR SHOWN

POLICY YEAR	FACE AMOUNT	INITIAL AMOUNT	REDUCTION FACTOR
1	$0	$0	$0
2	10,000	69.12	7.68
3	10,000	69.12	7.68
4	10,000	69.12	7.68
5	10,000	69.12	7.68
6	10,000	69.12	7.68
7	10,000**	69.12	7.68
8	10,000**	69.12	7.68
9	10,000**	69.12	7.68
10	10,000**	69.12	7.68
11	10,000**	69.12	7.68
12+	0	0	0

*YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER.
** INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.

POLICY SPECIFICATIONS

TABLE OF TERM COVERAGE
APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER

INSURED: LELAND STANFORD

	FOR EACH TERM COVERAGE LAYER*** FIRST EFFECTIVE IN THE POLICY YEAR SHOWN			TOTALS FOR ALL TERM COVERAGE LAYERS*** THAT HAVE BECOME EFFECTIVE BY THE POLICY YEAR SHOWN	
POLICY YEAR	FACE AMOUNT	MONTHLY COVERAGE CHARGE YEARS* 1-20	YEARS* 21+	FACE AMOUNT	MONTHLY COVERAGE CHARGE
1	$0	$0	$0	$0	$0
2	10,000	6.55	6.55	10,000	6.55
3	10,000	6.58	6.58	20,000	13.13
4	10,000	6.60	6.60	30,000	19.73
5	10,000	6.63	6.63	40,000	26.36
6	10,000	6.66	6.66	50,000	33.02
7	10,000**	6.70	6.70	60,000	39.72
8	10,000**	6.74	6.74	70,000	46.46
9	10,000**	6.77	6.77	80,000	53.23
10	10,000**	6.81	6.81	90,000	60.04
11	10,000**	6.85	6.85	100,000	66.89
12	0	0	0	100,000	66.89
13	0	0	0	100,000	66.89
14	0	0	0	100,000	66.89
15	0	0	0	100,000	66.89
16	0	0	0	100,000	66.89
17	0	0	0	100,000	66.89
18	0	0	0	100,000	66.89
19	0	0	0	100,000	66.89
20	0	0	0	100,000	66.89
21	0	0	0	100,000	66.89
22	0	0	0	100,000	66.89
23	0	0	0	100,000	66.89
24	0	0	0	100,000	66.89
25	0	0	0	100,000	66.89
26	0	0	0	100,000	66.89
27	0	0	0	100,000	66.89
28	0	0	0	100,000	66.89
29	0	0	0	100,000	66.89
30	0	0	0	100,000	66.89
31	0	0	0	100,000	66.89
32	0	0	0	100,000	66.89
33	0	0	0	100,000	66.89
34	0	0	0	100,000	66.89
35	0	0	0	100,000	66.89
36	0	0	0	100,000	66.89
37	0	0	0	100,000	66.89
38	0	0	0	100,000	66.89
39	0	0	0	100,000	66.89
40	0	0	0	100,000	66.89
41	0	0	0	100,000	66.89
42	0	0	0	100,000	66.89
43	0	0	0	100,000	66.89
44	0	0	0	100,000	66.89

* YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER.
** INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.
*** OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

POLICY SPECIFICATIONS

TABLE OF TERM COVERAGE
APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER
CONTINUED

INSURED: LELAND STANFORD

	FOR EACH TERM COVERAGE LAYER*** FIRST EFFECTIVE IN THE POLICY YEAR SHOWN			TOTALS FOR ALL TERM COVERAGE LAYERS*** THAT HAVE BECOME EFFECTIVE BY THE POLICY YEAR SHOWN	
POLICY YEAR	FACE AMOUNT	MONTHLY COVERAGE CHARGE YEARS* 1-20	YEARS* 21+	FACE AMOUNT	MONTHLY COVERAGE CHARGE
45	$0	$0	$0	$100,000	$66.89
46	0	0	0	100,000	66.89
47	0	0	0	100,000	66.89
48	0	0	0	100,000	66.89
49	0	0	0	100,000	66.89
50	0	0	0	100,000	66.89
51	0	0	0	100,000	66.89
52	0	0	0	100,000	66.89
53	0	0	0	100,000	66.89
54	0	0	0	100,000	66.89
55	0	0	0	100,000	66.89
56	0	0	0	100,000	66.89
57	0	0	0	100,000	66.89
58	0	0	0	100,000	66.89
59	0	0	0	100,000	66.89
60	0	0	0	100,000	66.89
61	0	0	0	100,000	66.89
62	0	0	0	100,000	66.89
63	0	0	0	100,000	66.89
64	0	0	0	100,000	66.89
65	0	0	0	100,000	66.89
66	0	0	0	100,000	66.89
67	0	0	0	100,000	66.89
68	0	0	0	100,000	66.89
69	0	0	0	100,000	66.89
70	0	0	0	100,000	66.89
71	0	0	0	100,000	66.89
72	0	0	0	100,000	66.89
73	0	0	0	100,000	66.89
74	0	0	0	100,000	66.89
75	0	0	0	100,000	66.89
76	0	0	0	100,000	66.89
77	0	0	0	100,000	66.89
78	0	0	0	100,000	66.89
79	0	0	0	100,000	66.89
80	0	0	0	100,000	66.89
81	0	0	0	100,000	66.89
82	0	0	0	100,000	66.89
83	0	0	0	100,000	66.89
84	0	0	0	100,000	66.89
85	0	0	0	100,000	66.89
86	0	0	0	100,000	66.89
87+	0	0	0	100,000	0

* YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER
*** OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

DEFINITIONS

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

Accumulated Value – is the sum of the Fixed Accumulated Value, the Variable Accumulated Value, and the Loan Account Value (see the Accumulated Value section).

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

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

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

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

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

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

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

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

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

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

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

Face Amount – is the specified amount of insurance coverage for each Coverage Layer as shown in the Policy Specifications.

Fixed Account – is an account that is part of our General Account to which all or a portion of Net Premiums may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed LT Account – is an account that is part of our General Account to which all or a portion of Net Premiums may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed Options - consist of one or more Fixed Accounts available under this policy, and are part of our General Account. The Fixed Accounts available as of the Policy Date are the Fixed Account and the Fixed LT Account. Net Premiums and Accumulated Value under this policy may be allocated to one or more Fixed Accounts.

Free Look Transfer Date - The day we transfer Accumulated Value from the Cash Management Investment Option to the Investment Options you choose. If the policy provides for a full refund of premium upon exercise of the Free Look Right, as described on the cover of this policy, then transfer from the Cash Management Investment Option to the Investment Options you choose will not occur until 15 days after the policy is placed In Force.

General Account – consist of all of our assets other than those allocated to the Separate Accounts or to any of our other segregated asset accounts.

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

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

Investment Options – consist of the Variable Options, the Fixed Options, and any additional investment options that we may add.

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

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

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

Net Amount at Risk – is the difference between the Death Benefit and the Accumulated Value.

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

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

Policy Date – is shown on the Cover Page. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account and accrued Loan Interest.

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

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

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

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

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a Separate Account of ours or a subaccount of a Separate Account of ours in which assets are segregated from assets in our General Account and our other Separate Accounts. Net Premiums and Accumulated Value under this policy may be allocated to one or more Variable Accounts.

Variable Options – consist of one or more Variable Accounts available under this policy, and are part of the Separate Account.

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

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

DEATH BENEFIT

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

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

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

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

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

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

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

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distributions that reduce the Accumulated Value, provided that such result is limited to the amount shown in the Policy Specifications as the

"Option C Death Benefit Limit". Under this option, the Death Benefit may be less than the Total Face Amount.

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

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

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

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

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

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

- Due proof of the Insured's death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information.
- Proof of the claimant's legal interest in the proceeds.
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of

trustees, executors and administrators; and (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, Withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Scheduled Increases in Face Amount – There may be scheduled increases in Basic Coverage Face Amount, and if so, they will be shown in the Policy Specifications. Each such increase is referred to as a "Scheduled Increase" and comprises a new Coverage Layer when it goes into effect.

There is a Cost of Insurance Charge associated with each such Scheduled Increase that has gone into effect and continues to be in effect. Such Cost of Insurance Charge is part of the Monthly Deduction for the Policy and is calculated the same as that for other Basic Coverage Layers, subject to maximum Cost of Insurance Rates that are the same as those applicable to the initial Basic Coverage Layer. The monthly Cost of Insurance Rates are shown in the Policy Specifications.

There is a Coverage Charge associated with each Scheduled Increase that has gone into effect. Such Coverage Charge is also part of the Monthly Deduction for the Policy. The Coverage Charge for each such Scheduled Increase in Basic Coverage and the Total Coverage Charge for all Scheduled Increases in Basic Coverage are shown in the Policy Specifications. The Coverage Charge for each Scheduled Increase in Basic Coverage that has gone into effect does not decrease or terminate even if the associated Coverage Layer is decreased or terminated. However, if any Scheduled Increase in Basic Coverage does not go into effect as scheduled, the Coverage Charge for the Scheduled Increase will not go into effect, and we will send you a Supplemental Schedule of Coverage to reflect the change.

There is a Surrender Charge for Scheduled Increases in Basic Coverage, which is also described in the Policy Specifications and which is deducted from the Accumulated Value if you surrender the Policy. The Surrender Charge for Scheduled Increases in Basic Coverage that have gone into effect do not terminate or decrease even if a Scheduled Increase in Basic Coverage that has gone into effect is later decreased or terminated. However, if any Scheduled Increase in Basic Coverage does not go into effect as scheduled, the Surrender Charge for the Scheduled Increases in Basic Coverage will change and we will send you a Supplemental Schedule of Coverage to reflect the change.

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

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

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

Other Face Amount Increases – An increase in the Total Face Amount may arise when you request a change in Death Benefit Options. In this case, we will increase the Face Amount of the most recently

issued Coverage Layer. If there are rider and Basic Coverage Layers with the same Coverage Layer Date, we will increase the rider Face Amount first.

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

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

The effective date of the decreased Face Amount will be the first Monthly Payment Date on or next following the date we receive the Written Request and have approved it.

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

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

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

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

Policy Change Limit – We reserve the right to require Evidence of Insurability for any policy change that would result in an increase in Net Amount at Risk and, if the Evidence of Insurability is inconsistent with our underwriting rules, we may limit or refuse the policy change.

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

PREMIUMS

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

Planned Premium – The Planned Premium is the amount of premium you have told us you intend to pay and is shown in the Policy Specifications. We will send you Planned Premium Reminder Notices for as long as premiums can be paid. You may change the Planned Premium by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Load – The Premium Load is equal to the premium paid multiplied by the Premium Load Rate. The Premium Load Rate we use will not exceed the Maximum Premium Load Rate shown in the Policy Specifications.

Premium Allocation – Any Net Premium we receive before your policy has been placed In Force will be allocated to the Cash Management Variable Account, or a successor account identified by us for such purpose. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value in the Cash Management Variable Account or such successor account will be transferred to the Investment Options according to the most recent premium allocation instructions we have received from you, provided that if the policy provides for a full refund of premium upon exercise of the Free Look Right, as described on the cover of this policy, then transfer to the Investment Options will not occur until 15 days after the policy is placed In Force. Any Net Premium we receive after your policy has been placed In Force and after the initial transfer to the Investment Options described above will be allocated to the Investment Options according to the most recent premium allocation instructions we have received from you, and per the terms of this policy.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Investment Options based on your instructions on file with us.

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

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

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

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

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

Modified Endowment Contract Premium Limit – In order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment

would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the policy, in accordance with the Modified Endowment Contract Tax Status section of this policy.

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

INVESTMENT OPTIONS

Investment Options – consist of the Variable Options and the Fixed Options. We reserve the right to add additional Investment Options or to terminate one or more of the Investment Options at any time.

Fixed Options – The Fixed Options are comprised of one or more Fixed Accounts. We reserve the right to add additional Fixed Accounts or to terminate or suspend one or more of the Fixed Accounts at any time. In such case, we will notify you of the change at your last known address. If we terminate a Fixed Account, we will transfer the assets held in that Fixed Account to another Fixed Account that we will identify in the notification.

Variable Options – The Variable Options are comprised of one or more Variable Accounts. We reserve the right to add additional Variable Accounts or to terminate one or more of the Variable Accounts at any time. If we terminate a Variable Account, we will transfer the assets held in that Variable Account to another Investment Option that we will identify in our notification.

ACCUMULATED VALUE

Accumulated Value – The Accumulated Value is defined on each Valuation Day and is the sum of:

- The Fixed Accumulated Value; plus
- The Variable Accumulated Value; plus
- The Loan Account Value, as described in the Policy Loan section.

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Account. On the Policy Date, the value of the policy's allocations to each Fixed Account is equal to any Net Premium allocated to each Fixed Account less any allocation of the initial Monthly Deduction to those Fixed Accounts.

After the Policy Date, we calculate the Accumulated Value in each Fixed Account as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for each Fixed Account shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Account may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year.

The Accumulated Value for each Fixed Account on any Valuation Day is the following, including interest on each:

- The Accumulated Value for each Fixed Account on the prior Monthly Payment Date;
- Plus the amount of any Net Premium received and allocated to the Fixed Account, since the prior Monthly Payment Date;

- Plus the amount of any transfer to each Fixed Account, including transfers from the Loan Account, since the prior Monthly Payment Date;
- Minus the amount of any deductions from each Fixed Account since the prior Monthly Payment Date (such deductions include Monthly Deductions, deductions for any withdrawal, including any amount removed from the policy in accordance with either the Tax Qualification as Life Insurance section or the Modified Endowment Contract Tax Status section of this policy, and any fee for an illustration or withdrawal) and
- Minus the amount of any withdrawals, or transfers from each Fixed Account, including transfers to the Loan Account, since the prior Monthly Payment Date.

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- The amount of any Net Premium received and allocated to the Variable Account
- Transfers to the Variable Account, including transfers from the Loan Account

We debit Accumulation Units from each Variable Account as a result of:

- Transfers from the Variable Account, including transfers to the Loan Account
- Surrender and withdrawals from the Variable Account
- The Monthly Deduction and other deductions due, if any, and assessed against the Variable Account

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was $10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and
(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to (A ÷ B), where:

(A) equals:
  (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
  (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account
  (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and
(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

The **Net Asset Value** of the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

TRANSFERS BETWEEN FIXED OPTIONS AND VARIABLE OPTIONS

Transfers – After your initial Net Premium has been allocated according to your instructions you may, upon Written Request, transfer your Fixed and Variable Accumulated Value, or a part of it, among the Fixed Options and Variable Options as provided in this section. No transfer may be made if the policy is in a Grace Period and the Required Premium has not been paid.

We reserve the right:

- To limit the size of transfers so that each transfer is at least $500;
- To limit the frequency of transfers, however at least one transfer per quarter will be allowed;
- To require that the remaining balance in any account as a result of a transfer be at least $500;
- To assess a charge of $25 for each transfer exceeding 12 per policy year; and
- To otherwise waive or reduce the restrictions on transfers described in this section. You may contact us to find out what restrictions are in effect at any time.

Transfers From the Variable Options to the Fixed Options – You may transfer Accumulated Value from the Variable Options to the Fixed Options only during the policy month preceding each policy anniversary and the policy month following each policy anniversary. Such transfers may be for any amount up to 100% of the Variable Accumulated Value, but cannot exceed other limitations on allocations to the Fixed Options.

Transfers From The Fixed Account to the Variable Options or Fixed LT Account – You may make one transfer from the Fixed Account during any twelve-month period. You may transfer to the Variable Options or Fixed LT Account, or both. You may transfer up to 100% of the value in the Fixed Account to the Fixed LT Account. You may transfer to the Variable Options the greater of:

a. $5,000; or
b. 25% of the Accumulated Value in the Fixed Account; or
c. the total amount transferred in the prior policy year from the Fixed Account to the Variable Options.

Transfers From The Fixed LT Account to the Variable Options or Fixed Account – You may make one transfer from the Fixed LT Account to the Variable Options or Fixed Account during any twelve-month period. Such transfer is limited to the greatest of the following:

a. $5,000; or
b. 10% of the Accumulated Value in the Fixed LT Account; or
c. the amount transferred in the prior policy year from the Fixed LT Account to either the Fixed Account or the Variable Options.

Allocations to the Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, as follows:

- $1,000,000 for Net Premiums
- $100,000 for loan repayments and transfers

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments.

POLICY CHARGES

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

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

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class. We may profit from such charges, and may use those profits for any lawful purpose, such as the payment of distribution and administrative expenses. The Monthly Deduction is deducted from the policy's Investment Options. Unless you provide otherwise, any such deduction is taken proportionately from the Fixed Accumulated Value and Variable Accumulated Value. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is equal to (1) multiplied by (2), where:
(1) is the Monthly Cost of Insurance Rate divided by 1000 as shown in the Policy Specifications; and
(2) is the Death Benefit divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value as of the beginning of the policy month before the Monthly Deduction is assessed.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Basic Coverage Layer are shown in the Policy Specifications. We may use Cost of Insurance Rates less than the maximum rates.

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

Coverage Charge - The Coverage Charge is the sum of the Coverage Charges for each Coverage Layer. The Coverage Charge for each Coverage Layer will not exceed the Maximum Monthly Coverage Charge shown in the Policy Specifications or any Supplemental Schedule of Coverage. The Coverage Charge will not change even if the Face Amount of the associated Coverage Layer is increased or decreased.

Asset Charge - The Asset Charge is equal to the Monthly Asset Charge Rate multiplied by the Unloaned Accumulated Value. The Unloaned Accumulated Value is equal to a - b where:

a = the Accumulated Value at the beginning of the policy month before the current Monthly Deduction is charged; and
b = the Loan Account Value.

The Monthly Asset Charge Rate is:

- 0.000375 (equivalent to 0.45% annually) for the first $25,000 of Unloaned Accumulated Value
- 0.000042 (equivalent to 0.05% annually) for any Unloaned Accumulated Value in excess of $25,000

Tax Related Charges – In addition to the charges imposed under the policy, we reserve the right to make a charge for federal, state or local taxes that may be attributable to the Variable Accounts or to our operations with respect to this policy if we incur any such taxes.

POLICY LAPSE AND REINSTATEMENT

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

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

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

- A written application;
- Evidence of Insurability;
- Sufficient premium, after reduction by Premium Load, to cover all Monthly Deductions and policy loan interest due and unpaid during the Grace Period; and
- Sufficient premium, after reduction by Premium Load, to keep the policy In Force for three months after the date of reinstatement; and
- Sufficient premium to cover any negative Accumulated Value if there was a policy loan or other outstanding Policy Debt at the time of lapse.

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

- The Net Accumulated Value will be the same as it was at the beginning of the Grace Period.
- Surrender charges and policy charges other than Cost of Insurance Charges will resume on their schedule as of the Monthly Payment Date when lapse occurred.
- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Insured's Age at reinstatement and policy duration measured from the original Policy Date.
- If there was a policy loan at time of lapse, we will eliminate the loan by deducting any Policy Debt from the Accumulated Value. Any negative Accumulated Value will be due in addition to sufficient premium at time of reinstatement.

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

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while the policy is In Force, you may surrender this policy for its Net Cash Surrender Value. The policy will terminate on the date the Written Request is received at our Administrative Office. The policy cannot be surrendered during the Grace Period.

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

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

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

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

The amount of each withdrawal must be at least $200.
The Net Cash Surrender Value remaining after a withdrawal must be at least $500.

- We reserve the right to disallow any withdrawal that would result in a Face Amount of less than $1,000 after the withdrawal.

Withdrawals will be deducted from the Accumulated Value. When you take a Withdrawal, the amount of the withdrawal and any withdrawal fee is deducted from the policy's Investment Options. Unless you provide otherwise, any such deduction is taken proportionately from the Fixed Accumulated Value and Variable Accumulated Value.

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

1. During the first 15 policy years, but only in the case of the first withdrawal of a given policy year, the Total Face Amount will be decreased only to the extent that the withdrawal exceeds the lesser of $10,000 or 10% of the Net Cash Surrender Value, or
2. In any policy year, but only if both:
   (a) the Death Benefit Qualification Test specified for your policy is the Guideline Premium Test, and
   (b) the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would, as a result of the current withdrawal, fail to remain greater than zero at all times prior to Age 100, we will decrease the Total Face Amount as follows:
      i. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal do not exceed 15% of the Total Face Amount, we will limit the Total Face Amount decrease so that the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would remain greater than zero at all times prior to Age 100.
      ii. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal exceed 15% of the Total Face Amount, we will decrease the Total Face Amount to the extent of such excess in addition to the Total Face Amount decrease calculated per i. above on the cumulative withdrawals of 15% of the Total Face Amount.
      iii. For the purpose of the 15% test in i. and ii. above, the Total Face Amount will be the highest Total Face Amount in effect during the current policy year through the date of the withdrawal.

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

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

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

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

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

TIMING OF PAYMENTS AND TRANSFERS

Variable Options – With respect to allocations made to the Variable Options, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the Valuation Day on or next following the day on which we receive your instructions. For any portion of death benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Insured's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from any of the Variable Accounts, if:

- The New York Stock Exchange is closed on other than customary weekend and holiday closings
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC)
- An emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities
- The SEC by order permits postponement for the protection of policy owners

Other Allocations – With respect to allocations to accounts other than those made to the Variable Options, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from such accounts, for up to six months after we receive your request.

Deferral – If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

INCOME BENEFITS

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

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

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

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

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

POLICY LOANS

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

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

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

Loan Account – When you take a Loan, the amount of the Loan is deducted from the policy's Investment Options. Unless you provide otherwise, any such deduction is taken proportionately from the Fixed Accumulated Value and Variable Accumulated Value. The amount of any Policy Loan will be added to the Loan Account.

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

Loan Interest Charge – Interest will accrue daily based on the balance in the Loan Account and will be due on each policy anniversary. Such interest is calculated using the simple interest method and is based on the balance in the Loan Account, using a maximum annual interest rate of 2.75%. We may use a lower loan interest rate. The corresponding daily interest rate is equal to the annual rate divided by 365. If the policy terminates before a policy anniversary, the Loan Interest Charge will be due at such time.

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

Loan Account Value – The Loan Account Value is a portion of the Accumulated Value set aside to secure the Policy Debt. The Loan Account Value is equal to the Loan Account plus Loan Interest. Such interest is based on the balance in the Loan Account, and accrues daily on a compounded interest basis, using the Loan Account Interest rate, which is an annual interest rate not less than 2.50%.

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

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our general account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- Change or add designated investment companies
- Add, remove or combine Variable Accounts
- Add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account
- Register or deregister any Variable Account under the Investment Company Act of 1940
- Change the classification of any Variable Account
- Operate any Variable Account as a managed investment company or as a unit investment trust
- Combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates
- Transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates
- Run any Variable Account under the direction of a committee, board, or other group
- Restrict or eliminate any voting rights of policy Owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account
- Change the allocations permitted under the policy
- Terminate and liquidate any Variable Account
- Make any other change needed to comply with law

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

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

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

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

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

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

GENERAL PROVISIONS

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

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

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

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any policy loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. We will not contest the reinstated policy after it has been In Force for two years following such reinstatement during the Insured's lifetime.

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

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

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

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

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

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

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

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

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

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

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

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

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities law.

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

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

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

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

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

of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences.

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

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

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

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

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

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

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

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract include, but are not limited to, an elective reduction in the Face Amount, a Death Benefit Option change that would cause a reduction in the Face Amount, and a withdrawal that would cause a reduction in the Face Amount.

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

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

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PACIFIC LIFE

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

FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

SCHEDULED INCREASE RIDER

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

Rider Benefit Summary – This Rider provides for Scheduled Increases in Face Amount on the Insured's life as long as:

- The Policy is In Force and this Rider has not terminated.
- We have approved such increase, if approval is required (see "Evidence of Financial Insurability May Be Required").

Each such increase is referred to in this Rider as a "Scheduled Increase", and is scheduled for a particular policy anniversary, as shown in the Policy Specifications. Each Scheduled Increase that goes into effect becomes a new Coverage Layer with a particular Face Amount and charges (see "Charges for Scheduled Increases"). The Face Amount of each Coverage Layer contributes to the Total Face Amount, and consequently to the Death Benefit, of the Policy. This rider has no Accumulated Value of its own, but affects the Policy's Accumulated Value because the charges for the Rider and the charges for any Scheduled Increase that may result from it, are deducted from the Accumulated Value of the Policy.

Evidence of Financial Insurability May Be Required - Evidence of Financial Insurability ("Evidence") with respect to this Rider means financial documentation required by us at the time we evaluate the Scheduled Increase that is consistent with our financial underwriting standards and practices. Each Scheduled Increase may be subject to our approval based on the Evidence you provide at the time the Scheduled Increase is scheduled. If Evidence is required for one or more Scheduled Increases, the Policy Specifications for the Rider will so state. If Evidence is required, the Scheduled Increase will only occur if you provide the required Evidence at least 15 days before the Scheduled Increase is scheduled to occur, and only if we approve the Scheduled Increase by determining that the Evidence meets our financial underwriting standards and practices. If you fail to provide the required Evidence or if we determine that the Evidence you provide does not meet our financial underwriting standards and practices, we will not approve the Scheduled Increase and the Scheduled Increase will not take effect, provided that we may approve an increase for an amount less than the Scheduled Increase, in which case only the lesser amount will take effect.

Insured – As used in this Rider, the "Insured" means the individual covered under the Policy's Basic Coverage, as shown in the Policy Specifications.

Scheduled Increase Type – Each Scheduled Increase is an increase either to Basic Coverage or to term insurance coverage on the Insured provided by rider ("Term Coverage"), or to both Basic Coverage and Term Coverage. If there are Scheduled Increases that apply to Basic Coverage, they will be shown in a Table of Scheduled Increases in Basic Coverage shown in the Policy Specifications. When any such Basic Coverage goes into effect, it will become a part of, and be administered according to, the Policy. Likewise, if there are Scheduled Increases that apply to Term Coverage, they will be shown in a Table of Term Coverage shown in the Policy Specifications. When any such Term Coverage goes into effect, it will become a part of, and be administered according to, the rider to which Scheduled Increase applies, as shown in the Policy Specifications.

Charge for this Rider – On each Monthly Payment Date, there is a Rider Charge that will be part of the Policy's Monthly Deduction. The maximum Rider Charge, and the duration over which the Rider Charge will apply, is shown in the Policy Specifications. We may charge less than such maximum charge. The Rider Charge will apply whether or not a particular Scheduled Increase goes into effect and regardless of whether any Scheduled Increases stay in effect. If you elect to cancel the rider before all Scheduled Increases have occurred, The Rider Charge will terminate effective the date of your Written Request.

Charges for Scheduled Increases – Any Scheduled Increase that has gone into effect as a result of this Rider will have an associated Coverage Charge and Cost of Insurance Charge, and, in the case of Scheduled Increase in Basic Coverage, an associated Surrender Charge. The charges for Scheduled

Increases in Basic Coverage are described in the Policy. The charges for Scheduled Increases in Term Coverage are described in the rider, to which the Scheduled Increases apply.

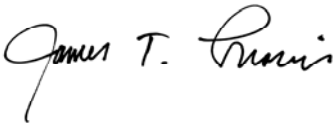
Changes in Scheduled Increases – If you request a decrease or termination of any Coverage Layer that has already gone into effect or if you decline a Scheduled Increase that has been approved, or if you transfer ownership of the Policy to any person or entity without an insurable interest in the life of the Insured, all future Scheduled Increases will be forfeited and we will send you a Supplemental Schedule of Coverage to reflect the change. If we do not approve a Scheduled Increase that requires Evidence or if we approve an increase for an amount less than the full amount of the Scheduled Increase, we will also send you a Supplemental Schedule of Coverage to reflect the change, but in this case any future Scheduled Increases will not be forfeited.

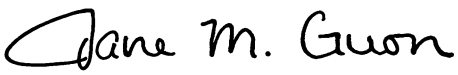
Effective Dates – This Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earlier of:

- Your Written Request
- The date the Policy or the Rider ceases to be In Force

Reinstatement – If the Policy is reinstated, any Scheduled Increases that would have otherwise occurred when the Policy was lapsed will be forfeited. Scheduled Increases that are scheduled to occur after reinstatement will be handled as if the Policy had never lapsed.

Signed for **Pacific Life Insurance Company,**





Chairman, President and Chief Executive Officer

Secretary

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

SUMMARY OF OTHER COVERAGES

R11SIR [SCHEDULED INCREASE RIDER]

RIDER CHARGE: [$0.51 PER MONTH]

POLICY SPECIFICATIONS

TABLE OF SCHEDULED INCREASES IN BASIC COVERAGE

INSURED: LELAND STANFORD

	FOR EACH SCHEDULED INCREASE IN BASIC COVERAGE FIRST EFFECTIVE IN THE POLICY YEAR SHOWN			TOTALS FOR ALL SCHEDULED INCREASES IN BASIC COVERAGE THAT HAVE BECOME EFFECTIVE BY THE POLICY YEAR SHOWN	
POLICY YEAR	FACE AMOUNT	MONTHLY COVERAGE CHARGE YEARS* 1-10	MONTHLY COVERAGE CHARGE YEARS* 11+	FACE AMOUNT	MONTHLY COVERAGE CHARGE
[1	$0	$0	$0	$0	$0
2	10,000	2.54	1.54	10,000	2.54
3	10,000	2.57	1.57	20,000	5.11
4	10,000	2.59	1.59	30,000	7.70
5	10,000	2.62	1.62	40,000	10.32
6	10,000	2.65	1.65	50,000	12.97
7	10,000**	2.69	1.69	60,000	15.66
8	10,000**	2.73	1.73	70,000	18.39
9	10,000**	2.76	1.76	80,000	21.15
10	10,000**	2.80	1.80	90,000	23.95
11	10,000**	2.84	1.84	100,000	26.79
12	0	0	0	100,000	25.79
13	0	0	0	100,000	24.79
14	0	0	0	100,000	23.79
15	0	0	0	100,000	22.79
16	0	0	0	100,000	21.79
17	0	0	0	100,000	20.79
18	0	0	0	100,000	19.79
19	0	0	0	100,000	18.79
20	0	0	0	100,000	17.79
21	0	0	0	100,000	16.79
22	0	0	0	100,000	16.79
23	0	0	0	100,000	16.79
24	0	0	0	100,000	16.79
25	0	0	0	100,000	16.79
26	0	0	0	100,000	16.79
27	0	0	0	100,000	16.79
28	0	0	0	100,000	16.79
29	0	0	0	100,000	16.79
30	0	0	0	100,000	16.79
31	0	0	0	100,000	16.79
32	0	0	0	100,000	16.79
33	0	0	0	100,000	16.79
34	0	0	0	100,000	16.79
35	0	0	0	100,000	16.79
36	0	0	0	100,000	16.79
37	0	0	0	100,000	16.79
38	0	0	0	100,000	16.79
39	0	0	0	100,000	16.79
40	0	0	0	100,000	16.79
41	0	0	0	100,000	16.79
42	0	0	0	100,000	16.79
43	0	0	0	100,000	16.79
44	0	0	0	100,000	16.79

*YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER.

** INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.

POLICY SPECIFICATIONS

TABLE OF SCHEDULED INCREASES IN BASIC COVERAGE
CONTINUED

INSURED: LELAND STANFORD

	FOR EACH SCHEDULED INCREASE IN BASIC COVERAGE FIRST EFFECTIVE IN THE POLICY YEAR SHOWN			TOTALS FOR ALL SCHEDULED INCREASES IN BASIC COVERAGE THAT HAVE BECOME EFFECTIVE BY THE POLICY YEAR SHOWN	
POLICY YEAR	FACE AMOUNT	MONTHLY COVERAGE CHARGE YEARS* 1-10	YEARS* 11+	FACE AMOUNT	MONTHLY COVERAGE CHARGE
45	$0	$0	$0	$100,000	$16.79
46	0	0	0	100,000	16.79
47	0	0	0	100,000	16.79
48	0	0	0	100,000	16.79
49	0	0	0	100,000	16.79
50	0	0	0	100,000	16.79
51	0	0	0	100,000	16.79
52	0	0	0	100,000	16.79
53	0	0	0	100,000	16.79
54	0	0	0	100,000	16.79
55	0	0	0	100,000	16.79
56	0	0	0	100,000	16.79
57	0	0	0	100,000	16.79
58	0	0	0	100,000	16.79
59	0	0	0	100,000	16.79
60	0	0	0	100,000	16.79
61	0	0	0	100,000	16.79
62	0	0	0	100,000	16.79
63	0	0	0	100,000	16.79
64	0	0	0	100,000	16.79
65	0	0	0	100,000	16.79
66	0	0	0	100,000	16.79
67	0	0	0	100,000	16.79
68	0	0	0	100,000	16.79
69	0	0	0	100,000	16.79
70	0	0	0	100,000	16.79
71	0	0	0	100,000	16.79
72	0	0	0	100,000	16.79
73	0	0	0	100,000	16.79
74	0	0	0	100,000	16.79
75	0	0	0	100,000	16.79
76	0	0	0	100,000	16.79
77	0	0	0	100,000	16.79
78	0	0	0	100,000	16.79
79	0	0	0	100,000	16.79
80	0	0	0	100,000	16.79
81	0	0	0	100,000	16.79
82	0	0	0	100,000	16.79
83	0	0	0	100,000	16.79
84	0	0	0	100,000	16.79
85	0	0	0	100,000	16.79
86	0	0	0	100,000	16.79
87+	0	0	0	100,000	0]

*YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER.

TABLE OF SURRENDER CHARGE FACTORS
FOR SCHEDULED INCREASES IN BASIC COVERAGE

INSURED: LELAND STANFORD

LEVEL PERIOD: [XX] YEARS

SURRENDER CHARGE PERIOD: [10] YEARS*

FOR EACH SCHEDULED INCREASE IN BASIC COVERAGE
FIRST EFFECTIVE IN THE POLICY YEAR SHOWN

POLICY YEAR	FACE AMOUNT	INITIAL AMOUNT	REDUCTION FACTOR
[1	$0	$0	$0
2	10,000	69.12	7.68
3	10,000	69.12	7.68
4	10,000	69.12	7.68
5	10,000	69.12	7.68
6	10,000	69.12	7.68
7	10,000**	69.12	7.68
8	10,000**	69.12	7.68
9	10,000**	69.12	7.68
10	10,000**	69.12	7.68
11	10,000**	69.12	7.68
12+	0	0	0]

*YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER.
** INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.

POLICY SPECIFICATIONS

TABLE OF TERM COVERAGE
APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER

INSURED: LELAND STANFORD

	FOR EACH TERM COVERAGE LAYER*** FIRST EFFECTIVE IN THE POLICY YEAR SHOWN			TOTALS FOR ALL TERM COVERAGE LAYERS*** THAT HAVE BECOME EFFECTIVE BY THE POLICY YEAR SHOWN	
POLICY YEAR	FACE AMOUNT	MONTHLY COVERAGE CHARGE YEARS* 1-20	YEARS* 21+	FACE AMOUNT	MONTHLY COVERAGE CHARGE
[1	$0	$0	$0	$0	$0
2	10,000	6.55	6.55	10,000	6.55
3	10,000	6.58	6.58	20,000	13.13
4	10,000	6.60	6.60	30,000	19.73
5	10,000	6.63	6.63	40,000	26.36
6	10,000	6.66	6.66	50,000	33.02
7	10,000**	6.70	6.70	60,000	39.72
8	10,000**	6.74	6.74	70,000	46.46
9	10,000**	6.77	6.77	80,000	53.23
10	10,000**	6.81	6.81	90,000	60.04
11	10,000**	6.85	6.85	100,000	66.89
12	0	0	0	100,000	66.89
13	0	0	0	100,000	66.89
14	0	0	0	100,000	66.89
15	0	0	0	100,000	66.89
16	0	0	0	100,000	66.89
17	0	0	0	100,000	66.89
18	0	0	0	100,000	66.89
19	0	0	0	100,000	66.89
20	0	0	0	100,000	66.89
21	0	0	0	100,000	66.89
22	0	0	0	100,000	66.89
23	0	0	0	100,000	66.89
24	0	0	0	100,000	66.89
25	0	0	0	100,000	66.89
26	0	0	0	100,000	66.89
27	0	0	0	100,000	66.89
28	0	0	0	100,000	66.89
29	0	0	0	100,000	66.89
30	0	0	0	100,000	66.89
31	0	0	0	100,000	66.89
32	0	0	0	100,000	66.89
33	0	0	0	100,000	66.89
34	0	0	0	100,000	66.89
35	0	0	0	100,000	66.89
36	0	0	0	100,000	66.89
37	0	0	0	100,000	66.89
38	0	0	0	100,000	66.89
39	0	0	0	100,000	66.89
40	0	0	0	100,000	66.89
41	0	0	0	100,000	66.89
42	0	0	0	100,000	66.89
43	0	0	0	100,000	66.89
44	0	0	0	100,000	66.89

* YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER.
** INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.
*** OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

POLICY SPECIFICATIONS

TABLE OF TERM COVERAGE
APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER
CONTINUED

INSURED: LELAND STANFORD

	FOR EACH TERM COVERAGE LAYER*** FIRST EFFECTIVE IN THE POLICY YEAR SHOWN			TOTALS FOR ALL TERM COVERAGE LAYERS*** THAT HAVE BECOME EFFECTIVE BY THE POLICY YEAR SHOWN	
POLICY YEAR	FACE AMOUNT	MONTHLY COVERAGE CHARGE YEARS* 1-20	YEARS* 21+	FACE AMOUNT	MONTHLY COVERAGE CHARGE
45	$0	$0	$0	$100,000	$66.89
46	0	0	0	100,000	66.89
47	0	0	0	100,000	66.89
48	0	0	0	100,000	66.89
49	0	0	0	100,000	66.89
50	0	0	0	100,000	66.89
51	0	0	0	100,000	66.89
52	0	0	0	100,000	66.89
53	0	0	0	100,000	66.89
54	0	0	0	100,000	66.89
55	0	0	0	100,000	66.89
56	0	0	0	100,000	66.89
57	0	0	0	100,000	66.89
58	0	0	0	100,000	66.89
59	0	0	0	100,000	66.89
60	0	0	0	100,000	66.89
61	0	0	0	100,000	66.89
62	0	0	0	100,000	66.89
63	0	0	0	100,000	66.89
64	0	0	0	100,000	66.89
65	0	0	0	100,000	66.89
66	0	0	0	100,000	66.89
67	0	0	0	100,000	66.89
68	0	0	0	100,000	66.89
69	0	0	0	100,000	66.89
70	0	0	0	100,000	66.89
71	0	0	0	100,000	66.89
72	0	0	0	100,000	66.89
73	0	0	0	100,000	66.89
74	0	0	0	100,000	66.89
75	0	0	0	100,000	66.89
76	0	0	0	100,000	66.89
77	0	0	0	100,000	66.89
78	0	0	0	100,000	66.89
79	0	0	0	100,000	66.89
80	0	0	0	100,000	66.89
81	0	0	0	100,000	66.89
82	0	0	0	100,000	66.89
83	0	0	0	100,000	66.89
84	0	0	0	100,000	66.89
85	0	0	0	100,000	66.89
86	0	0	0	100,000	66.89
87+	0	0	0	100,000	0]

* YEARS ARE MEASURED FROM THE EFFECTIVE DATE OF THE COVERAGE LAYER
*** OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

Supporting Document Schedules

Item Status: **Status Date:**

Bypassed - Item: Flesch Certification

Bypass Reason: N/A

Comments:

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Applications A07MA2, A07IGI2 and A07ISI2, each approved on 9/16/2009 or A10IUW2 approved on 3/17/10 may be used with this policy

Item Status: **Status Date:**

Satisfied - Item: Statement(s) of Variability

Comments:

Attachments:

Statement of VariabilityMVPIX.pdf

Statement of VariabilityR11SIR.pdf

Item Status: **Status Date:**

Satisfied - Item: AR Certifications

Comments:

Attachments:

AR1GuarAssocNote.pdf

Reg 33 Cert (Variable Life).pdf

Regulation 19.pdf

Regulation 34.pdf

Statement of Variability
Policy Forms P11MVP

Location	Factor	Sample Value	Range		Conditions
Cover	Insured	LELAND STANFORD	Insured's Name		Applicant Choice
Cover	Sex and Age	MALE 35	Male, Female, Unisex Issue ages 0-90		Administrative system assigns
Cover	Risk Class	STANDARD NONSMOKER	<u>Nonsmoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	Determined by the underwriter.
Cover	Policy Number	VF999999990	Administrative system assigns		Administrative system assigns
Cover	Policy Date	May 1, 2011	Date policy is in force		Administrative system assigns
Cover	Total Face Amount	$50,000	Minimums and maximum as permitted by state law		Applicant Choice
Cover	Owner	LELAND STANFORD	Owner's Name		Applicant Choice
Cover	Free Look	10 days	20 days if replacement policy		Determined by whether the policy issued is replacement or non-replacement
Page 3.0	Policy Number	VF999999990	Administrative system assigns		Administrative system assigns
Page 3.0	Premium Mode	ANNUAL	Annual, Semi-Annual, Quarterly or Monthly		Applicant Choice
Page 3.0	Planned Premium Payment	$565.85	$50 or more		Applicant Choice
Page 3.0	7 Pay Premium	$1,679.13	7-pay premium for issued policy, based on Code Section 7702A		Premium is applicable to all policies issued, as required by

					Code Section 7702A
Page 3.0	Guideline Single Premium and Guideline Level Premium	$8,275.49 $702.78	These two items display if the elected Death Benefit Qualification Test is the Guideline Premium Test. If the Cash Value Accumulation Test is elected, these guideline premiums are irrelevant. Calculated according to IRS rules, depending on policy benefits, issue age, etc.		Calculated by system if Guideline Premium Test is chosen
Page 3.0	Death Benefit Qualification Test	GUIDELINE PREMIUM	Either Guideline Premium Test or Cash Value Accumulation Test		Applicant Choice
Page 3.0	Death Benefit Option	A	Option A, Option B or Option C. If Death Benefit Option C is chosen, the following will display: Option C Death Benefit Limit: [$1,200.00]		Applicant Choice
Page 3.0	Table of Surrender Charge Factors	Initial Amount - $345.60 Reduction Factor - $38.40	$0 – Up to amount shown in sample		Calculated by the System
Page 3.1	Policy Number	VF999999990	Administrative system assigns		Administrative system assigns
Page 3.1	Base Coverage	GUARANTEED ISSUE	Displays either Guaranteed Issue of Simplified Issue if those underwriting methods are used to underwrite the coverage		Determined by the underwriter
Page 3.1	Face Amount	$50,000	Minimums and maximum as permitted by state Law		Applicant Choice
Page 3.1	Insured	LELAND STANFORD	Insured's Name		Applicant Choice
Page 3.1	Sex and Age	Male 35	Male, Female, Unisex Issue ages 0-90		Applicant Choice
Page 3.1	Risk Class	STANDARD NONSMOKER	<u>Nonsmoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For	Determined by the underwriter

				Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	
Pages 4.0 – 4.3	Policy Number	VF999999990	Administrative system assigns		Administrative system assigns
Pages 4.0 – 4.3	Insured	LELAND STANFORD	Insured's Name		Applicant Choice
Pages 4.0 – 4.1	Table of COI Rates – Basic Coverage	2001 CSO Mortality Table	Monthly Rate varies based upon Rate Classification. Note: Guaranteed COI rates based upon 2001 CSO mortality table		Calculated by the system
Pages 4.2 – 4.3	Table of Maximum Monthly Coverage Charges	1…$12.45 87+…$0.00	Based upon policy Face Amount on Policy Date		Calculated by the system

Statement of Variability
Policy Forms R11SIR

Location	Factor	Sample Value	Range	Conditions
Page 3.1	R10SIR	SCHEDULED INCREASE RIDER	Present or not present.	Present if selected by the applicant.
Page 3.1	Rider Charge	$0.51 per month	The rate varies by issue age, sex, and risk class.	Calculated by the system.
Page 4.*	Scheduled Increases and Coverage Charges for Base Coverage	1…$0…$0…$0…$0…$0 87+…$0…$0…$0…$0…$100,000…$0	Maximum Increase is 50% of initial policy face amount Minimum increase (10k, 1% of the policy initial face amount) Coverage Charge rate varies by issue age, gender, risk class, and policy duration	Calculated by the system.
Page 4.*	Surrender Charge Factors	Level Period [XX years] Surrender Charge Period [10] 1…$0	If rider becomes available for issue on other future policies, the Level Period will display here, which would be 0 years to 2 years. Surrender Charge Period is 5 years for CV basic coverage type and 10 years for DB basic coverage type. Surrender charge is based on issue age, gender, and Death Benefit Option.	Calculated by the system.
Page 4.*	Scheduled Increases and Coverage Charges for ART Coverage	1…$0…$0…$0…$0…$0 87+…$0…$0…$0…$0…$100,000…$0	Maximum Increase is 50% of initial policy face amount Minimum increase (10k, 1% of the policy initial face amount) Coverage Charge rate varies by issue age, gender, risk class, and policy duration	Calculated by the system.

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

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

DISCLAIMER

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

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

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

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

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

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

The Guaranty Association also does NOT provide coverage for:

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

LIMITS ON AMOUNT OF COVERAGE

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

PACIFIC LIFE INSURANCE COMPANY

45 Enterprise Drive · Aliso Viejo · CA · 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P11MVP

We hereby certify that Pacific Life Insurance Company has reviewed the Rule and Regulation 33 regarding variable life insurance, specifically Articles VI, VII, IX, and XI, and is in compliance with this Rule and Regulation.

Signed for the Company at Aliso Viejo, California on April 22, 2011

SIGNATURE

Thomas S. Beadleston

NAME

Vice President

TITLE

PACIFIC LIFE INSURANCE COMPANY

45 Enterprise Drive • Aliso Viejo • California • 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P11MVP

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

Signed for the Company at Newport Beach, California on April 22, 2011

SIGNATURE

THOMAS S. BEADLESTON
NAME

VICE PRESIDENT
TITLE

Contact Person:

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

(Arkansas)