

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.004 Modified Single Premium
Product Name: Contract Summary Disclosure
Project Name/Number: Contract Summary Disclosure/CS1209

Filing at a Glance

Company: Pacific Life Insurance Company
Product Name: Contract Summary Disclosure
State: Arkansas
TOI: A021 Individual Annuities- Deferred Non-Variable
Sub-TOI: A021.004 Modified Single Premium
Filing Type: Form
Date Submitted: 11/06/2012
SERFF Tr Num: PACL-128756656
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: CS1209-2 1/1/13

Implementation: 01/01/2013
Date Requested:
Author(s): Maysy Novak, Brian Deleget, Craig Hopkins
Reviewer(s): Linda Bird (primary)
Disposition Date: 11/14/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Pacific Life Insurance Company
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General Information

Project Name: Contract Summary Disclosure	Status of Filing in Domicile: Not Filed
Project Number: CS1209	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: We are not filing in Nebraska, our state of domicile is part of the IIPRC.
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 11/14/2012
	State Status Changed: 11/14/2012
Deemer Date:	Created By: Maysy Novak
Submitted By: Maysy Novak	Corresponding Filing Tracking Number:

Filing Description:
To the Individual Life Insurance Department of Arkansas:

We are submitting the following form for approval:

Form Number	Form Description
CS1209-2-MVA-AR	Indexed Annuity Contract Summary Disclosure
E90000-13A	Illustration

The form submitted is new and does replace any previously approved forms. It will be used with the annuity contract form approved by your Department as described below:

Form Number – SERFF Tracking No. – State Tracking No. – Date Approved
30-1209 - PACL-127281381 – 49504 - 8/26/2011

Statement of Variability
Bracketed matter shown on the form is subject to change. The accompanying Statement of Variability provides an explanation of the variable items applicable to this form.

The forms submitted are in final print and subject to only minor modification in paper size, stock, ink, border, Company logo and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees are included in this submission. To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction. Should you have any questions or require additional information, please call toll-free 1-800-722-2333 ext. 7262.

Sincerely,

J. Brian Deleget, MBA
Director, Compliance

State: Arkansas **Filing Company:** Pacific Life Insurance Company
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Company and Contact

Filing Contact Information

J. Brian Deleget, Director, Compliance Brian.Deleget@PacificLife.com
 700 Newport Center Drive 949-219-7262 [Phone]
 Newport Beach, CA 92660 949-219-0579 [FAX]

Filing Company Information

Pacific Life Insurance Company	CoCode: 67466	State of Domicile: Nebraska
700 Newport Center Drive	Group Code: 709	Company Type: Annuities
Newport Beach, CA 92660-6397	Group Name:	State ID Number:
(800) 722-2333 ext. [Phone]	FEIN Number: 95-1079000	

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

Company	Amount	Date Processed	Transaction #
Pacific Life Insurance Company	\$100.00	11/06/2012	64615052

SERFF Tracking #:

PACL-128756656

State Tracking #:

Company Tracking #:

CS1209-2 1/1/13

State: Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.004 Modified Single Premium

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/14/2012	11/14/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/13/2012	11/13/2012

Response Letters

Responded By	Created On	Date Submitted
Maysy Novak	11/13/2012	11/13/2012

SERFF Tracking #:

PACL-128756656

State Tracking #:

Company Tracking #:

CS1209-2 1/1/13

State: Arkansas **Filing Company:** Pacific Life Insurance Company
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Disposition

Disposition Date: 11/14/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	CERTIFICATION		No
Supporting Document	Statement of Variability		No
Form	Indexed Annuity Contract Summary Disclosure		No
Form	Illustration		No

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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/13/2012
Submitted Date	11/13/2012
Respond By Date	12/13/2012

Dear J. Brian Deleget,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

The Statement of Variability was not included in the submission.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

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Response Letter

Response Letter Status Submitted to State
 Response Letter Date 11/13/2012
 Submitted Date 11/13/2012

Dear Linda Bird,

Introduction:

Objection dated 11/13/12.

Response 1

Comments:

Please accept our apologies for the oversight.

Related Objection 1

Comments:

The Statement of Variability was not included in the submission.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Statement of Variability
Comments:	
Attachment(s):	
SOV CS1209-2-MVA-AR.pdf	

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you.

Sincerely,

Maysy Novak

State: Arkansas

Filing Company:

Pacific Life Insurance Company

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Form Schedule

Lead Form Number: CS1209-2-MVA-AR

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Indexed Annuity Contract Summary Disclosure	CS1209-2-MVA-AR	OTH	Initial		0.000	CS1209-2-MVA-AR.pdf
2		Illustration	E90000-13A	OTH	Initial		0.000	NF_E90000-13A_WITH MVA_11.5.12.pdf.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



Pacific Life Insurance Company
 [P.O. Box 2378, Omaha, NE 68103-2378
 Or 1299 Farnam St, 6th Floor RSD, Omaha, NE 68102
 (800) 722-4448 – Contract Owners
 (800) 722-2333 – Registered Representatives/Producers
 www.PacificLife.com]

Pacific Index Choice Disclosure
 Contract Form Series 30-1209
 Enhanced Lifetime Income Benefit Disclosure
 Rider Form Series 20-1210-2 & 20-1211-2
 For use in [Arkansas]

This document reviews important information for you to consider before purchasing the Pacific Index Choice fixed annuity. Please read this information carefully. **This summary is not a contract and is not part of your contract with Pacific Life Insurance Company (“Pacific Life”).**

Pacific Index Choice is a limited premium deferred fixed annuity contract with index-linked interest options, market value adjustment, credit enhancement features, and waiver of withdrawal charges in certain cases.

- It is a limited premium contract, which means that premiums are accepted for sixty days after the contract is issued
- It is a fixed annuity with fixed and index-linked interest options, which means you can choose from interest crediting options that:
 - Earn interest at a specified interest rate during a guaranteed period, and/or
 - Earn interest based on the performance of a given stock market index, including a domestic index and/or an international index. This interest is capped, which means that there is a limit to how much interest may be credited to your contract
- This contract is deferred which means annuity payments do not begin until some future date

You can use an annuity to save money for retirement and to receive income for life. An annuity is not meant to be used to meet short-term financial goals. Although the contract values may be affected by an external index, the contract does not directly participate in any stock or equity investments.

The Annuity Contract

You can establish this contract with an initial purchase payment of at least [\$25,000]. Subsequent purchase payments are limited to [\$100,000] without home office approval. The maximum purchase payment is [\$1,000,000] without home office approval. You may make additional cash purchase payments within the first sixty days after the contract is issued. Please note that residual payments will not be accepted if they are received outside the designated contractual window. The maximum issue age is [85]. Some distributors may not offer this product to persons over a certain age, contact your registered representative/producer for more details.

You can choose one of three initial guarantee periods: 6-year, 8-year, or 10-year. Interest rates and interest rate caps will vary depending on the contract’s initial guarantee period. Some distributors may not offer all guarantee periods, contact your registered representative/producer for more details. Contact Pacific Life for available guarantee periods and rates.

You can choose to allocate your purchase payment among a fixed account option and/or index-linked options. You can change your allocations up to 30 days after your contract anniversary, and allocation changes (transfers) will be effective on your contract anniversary. Transfers into or out of an index-linked option can only be made at the end of an index term, and transfers into or out of the fixed account option can be made on each contract anniversary.

Fixed Account Option

The amount of your purchase payment allocated to the fixed account option will earn interest at a rate in effect for the initial guarantee period. Interest is credited daily. The rate you earn depends on the initial guarantee period you choose and the current interest rate environment. Contact Pacific Life for available rates.

At the end of the initial guarantee period, and on all subsequent contract anniversaries, a new guarantee period begins and the guaranteed rate is subject to change. Each guarantee period will be for a one-year term. A new guaranteed rate is declared by Pacific Life for a one-year term and the new guaranteed rate depends on the current interest rate environment.



The new guaranteed rate will never be less than your contract's guaranteed minimum interest rate. Your contract's guaranteed minimum interest rate is determined at issue and can range between 1% and 3%. Pacific Life determines interest rates in excess of your contract's guaranteed minimum interest rate.

Index-Linked Options

The amount of your purchase payment allocated to any indexed-linked options may earn interest based on the performance of the [S&P 500[®] or the MSCI All Country World Index (ACWI[®])]. If an index is discontinued or if the calculation of the index is substantially changed, we will substitute an alternative Index, subject to regulatory approval, and notify you in writing. This interest is not guaranteed, and while the contract values may be affected by the performance of an external index, the contract does not directly participate in any stock or equity investments. You may receive higher interest rate caps and declared index interest rates for the initial guarantee period based on higher purchase payments, according to the following breakpoints:

- \$25,000 - \$99,999
- \$100,000 and more

The cumulative amount of purchase payments, plus credit enhancements, plus fixed account interest, less withdrawals, during the first contract year will be used to determine which breakpoint will apply to the contract for the length of the initial guarantee period. At the end of the initial guarantee period the interest rate and interest rate caps are subject to change. New interest rates and interest rate caps may be declared on subsequent Contract Anniversaries. The rates you receive will be based on your contract value and breakpoints above. The new guaranteed caps and rates will never be less than your contract's guaranteed minimum caps and rates.

Index-linked interest will be credited to the contract value on a prorated basis to the date the contract is converted to an income annuity or to the date a death benefit is payable, unless the surviving spouse of the deceased owner elects to continue the contract. Please see the **Death of Owner Distribution Rules** provision in your contract for further information.

The index-linked options available include:

- [1 year point-to-point – S&P 500[®] index
- 1 year point-to-point – MSCI ACWI[®] index

- 2 year point-to-point – S&P 500[®] index
- 2 year point-to-point – MSCI ACWI[®] index

- Declared index interest option – S&P 500[®] index
- Declared index interest option – MSCI ACWI[®] index]

Point-to-Point Options

Interest may be credited at the end of a 1-year or 2-year point-to-point index term up to a certain interest rate limit, or cap, depending on the performance of the index during that index term. If the index performance is positive, index-linked interest is credited to your option based on the index return, not to exceed the cap. If the performance of the index is negative or zero, no indexed-linked interest is credited.

Declared Index Interest Option

Interest may be credited at the end of the index term, depending on the performance of the index during that index term. If the performance of the index is positive or zero, index-linked interest is credited to your option based on the declared interest rate. If the performance of the index over that index term is negative, no index-linked interest is credited.

Credit Enhancement

Pacific Life will add an additional amount to your contract value at the time each purchase payment is applied. This additional amount is known as a credit enhancement. Since it is added to the contract value when the purchase payment is applied, it will be included in any interest crediting calculations. The credit enhancement is equal to a percentage of the purchase payment and can range between 0.25% and 5.0%, and is shown on your contract's Specifications Page. The credit enhancement will not be included in any amounts returned to you if you cancel the contract pursuant to a free look provision. Additionally, a pro rata recapture of the credit enhancement will not be included in any death benefit amount if you or the annuitant dies in the first contract year (excluding contracts issued in Connecticut).



Withdrawals & Charges

You may make partial or full withdrawals from the contract. Withdrawals may be taken 30 days after the contract effective date and before any annuity payments begin. The minimum amount that may be withdrawn is \$500 and the contract value remaining after the withdrawal must not be less than \$1,000. If after a withdrawal the value is ever less than \$1,000, Pacific Life may terminate the contract and pay you at least the contract's Guaranteed Minimum Surrender Value.

Pacific Index Choice allows you, at issue, to select one of three initial guarantee periods, which correspond to the length of the withdrawal charge period. Your withdrawal charge period cannot be changed. The withdrawal charge schedules are as follows:

	Policy Year										
	1	2	3	4	5	6	7	8	9	10	11 and later
6-Year Schedule	9%	8%	8%	7%	6%	4%	0%	0%	0%	0%	0%
8-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	0%	0%	0%
10-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	2%	1%	0%

Any withdrawal taken before the end of the corresponding schedule may be subject to a withdrawal charge (also known as a surrender charge) and Market Value Adjustment. The withdrawal charge is equal to a percentage of the amount withdrawn based on the contract year of withdrawal, and may invade your principal. Here is how the withdrawal charge is calculated:

Example: If you withdraw an additional \$5,000 from your annuity in the fifth contract year, your withdrawal charge is \$5,000 x 6% = \$300.*

**The \$5,000 does not qualify as a "Free Withdrawal" as described below.*

No indexed-linked interest is credited to any amount withdrawn from an index-linked option or if the contract is terminated prior to the end of an index term.

Free Withdrawals

You may withdraw a certain amount each contract year without withdrawal charges and Market Value Adjustment. In the first contract year, you may withdraw up to 10% of the total purchase payments, less withdrawals. For each subsequent contract year, you may withdraw up to 10% of the contract value as of the prior contract anniversary.

Other Exceptions

Besides free withdrawal situations, there are other instances in which Pacific Life may waive the withdrawal charge. For example, there is no withdrawal charge on payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Contingent Deferred Sales Charge ("Withdrawal Charge")** provision in your contract for further information.

Guaranteed Minimum Surrender Value

The contract's Guaranteed Minimum Surrender Value ("GMSV") is the minimum value you will receive upon surrender, death, or annuitization. The GMSV equals 100% of Purchase Payments (excluding any credit enhancements), less any prior partial withdrawals and applicable withdrawal charges, accumulated with interest of 1% to 3%, less applicable withdrawal charges.

Market Value Adjustment (MVA)

An MVA is an amount that may be added to or subtracted from the amount you receive from withdrawals that are made prior to the end of the withdrawal charge period. The MVA is in addition to any applicable surrender charges and is applied to the gross withdrawal amount prior to the deduction of any applicable surrender charges and charges for premium taxes and/or other taxes. As a general rule, if interest rates have stayed the same or risen since the beginning of your existing guaranteed term, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. If the contract is fully surrendered, the MVA will never cause the withdrawal amount to be less than the contract's Guaranteed Minimum Surrender Value. Please see the **Market Value Adjustment** provision in your contract for the formula in calculating the MVA.



Exceptions

Pacific Life may waive the MVA in some cases. For example, there is no MVA on free withdrawal situations, payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Waiver of MVA** provision in your contract for further information.

Annuitization

You may convert the greater of your contract value or the Guaranteed Minimum Surrender Value into an income annuity with Pacific Life at any time after the first contract year. You will then start to get income from your annuity according to the payout option you choose. If you do not choose a date to start income payments, the date will be the younger annuitant's 95th birthday. The current payout options are:

- Life Only – Guarantees income for as long as the annuitant lives.
- Life with Period Certain – Guarantees income for as long as the annuitant lives. If the annuitant dies during the "specified period" (usually 5-30 years), it pays income to you (or a beneficiary, if applicable) for the remainder of the specified period.
- Joint and Survivor Life – Guarantees income for as long as the annuitant and secondary annuitant live.
- Period Certain Only – Guarantees income for a specified period (usually 10-30 years).

For qualified contracts, any period certain or life with period certain option selected cannot exceed the annuitant's life expectancy.

Once you start to receive your annuity income payments, you cannot surrender your contract.

Death Benefit

Pacific Life will pay the greater of the contract value (plus any pro rata index-linked interest) or Guaranteed Minimum Surrender Value upon your death or the death of the sole surviving annuitant subject to any recapture of credit enhancement amounts if the death occurs in the first contract year. The contract value is equal to the value of the amount allocated to the fixed account option (plus interest credited daily at the fixed account option guaranteed rate) plus the value of the amount allocated to any index-linked option(s) (plus interest credited at the end of the index term).

Taxes

The annuity contract is tax-deferred which means you do not pay taxes on the interest it earns until the money is paid to you.

When you make withdrawals and take other distributions, you pay ordinary income taxes. Federal law may impose an additional 10% tax penalty on certain distributions before the owner attains age 59 ½. For periodic (annuity) payments, we will default your state tax withholding (as applicable) based upon the marital status and allowance(s) provided for your federal taxes or, if no withholding instructions are provided, we will default to either a married person with 3 exemptions or your resident state's prescribed withholding default (if applicable). Please consult with a tax advisor for additional information, including whether your resident state has a specific version of the W-4P form that should be submitted to Pacific Life with state-specific income tax information.

Buying an annuity within an IRA or other qualified plan does not give you any additional tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

You may also be subject to premium tax, depending on your state of residence. The amount of any premium tax imposed on Pacific Life relating to the contract will be deducted in accordance with our then current practice and any applicable jurisdictional law regarding premium taxes.

If premium tax rates change under laws of the jurisdiction in which you reside, the applicable premium tax may also change. If you change the jurisdiction in which you reside, the premium tax may or may not apply.



Other Information

Pacific Life may change your annuity contract from time to time to follow federal or state laws and regulations and will tell you about the changes in writing.

Many states have laws that give you a set number of days to look at an annuity contract after you buy it. If you decide during that time that you do not want it, you can return the contract and receive your purchase payments back. Read your contract's **Right to Cancel** provision on the cover page to learn more about your free look period.

Pacific Life pays the registered representative/producer or the registered representative's/producer's third party selling firm for selling the contract to you.

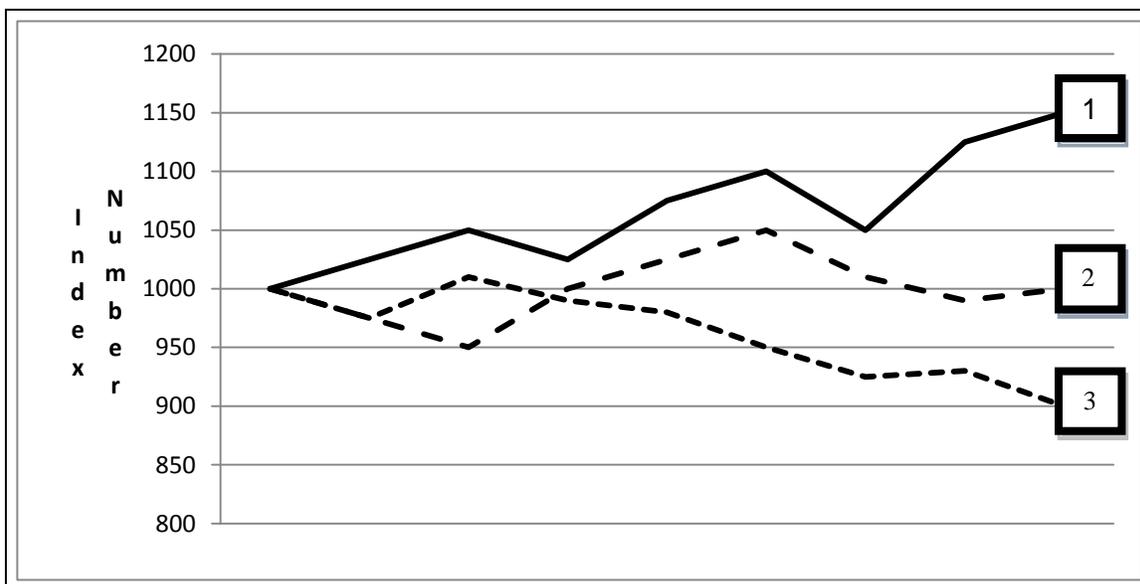
Hypothetical Illustrations

Declared Index Interest Option Hypothetical

The graph below shows how index interest is credited for the Declared Index Interest Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The declared index interest rate is 3%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Declared Index Interest Rate	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	3%	3%	\$100,000	\$103,000
2	1000	1000	0%	3%	3%	\$100,000	\$103,000
3	1000	900	-10%	3%	0%	\$100,000	\$100,000

Illustrated Values are not guaranteed as to future performance.

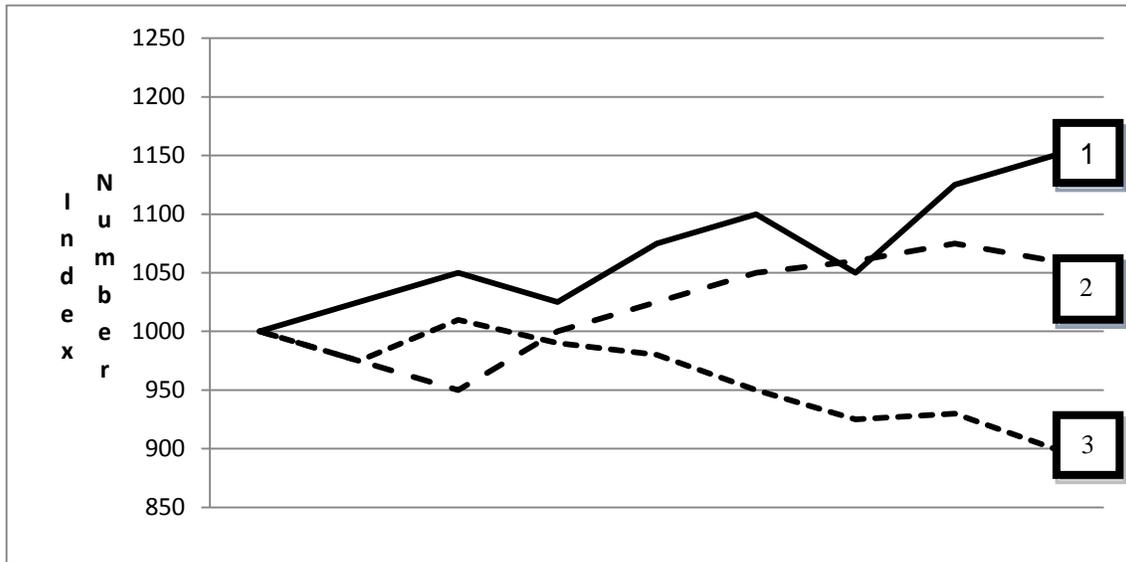


1-Year Point-to-Point Index Option Hypothetical

The graph below shows how index interest is credited for the 1 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 4%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	4%	4%	\$100,000	\$104,000
2	1000	1030	3%	4%	3%	\$100,000	\$103,000
3	1000	900	-10%	4%	0%	\$100,000	\$100,000

Illustrated Values are not guaranteed as to future performance.

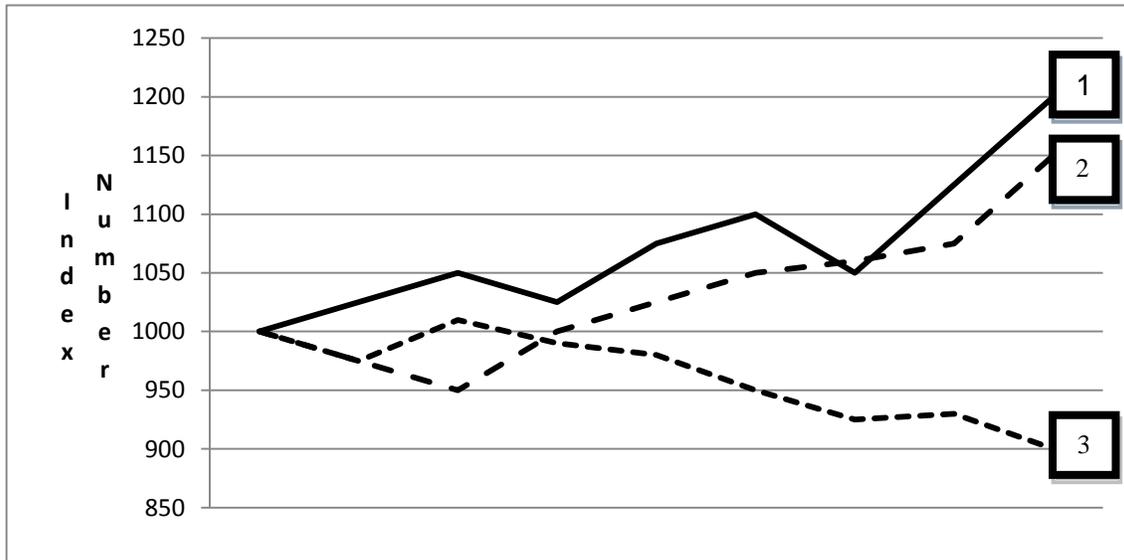


2-Year Point-to-Point Index Option Hypothetical

The graph below shows how index interest is credited for the 2 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a two-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 10%
- The beginning index number is 1000
- The index term is 2 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1200	20%	10%	10%	\$100,000	\$110,000
2	1000	1080	8%	10%	8%	\$100,000	\$108,000
3	1000	900	-10%	10%	0%	\$100,000	\$100,000

Illustrated Values are not guaranteed as to future performance.



Enhanced Lifetime Income Benefit Rider – Single Life

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you are age [85] or younger. Some distributors may not offer this product to persons over a certain age, contact your registered representative/producer for more details. The rider provides additional benefits including:

- Withdrawals for the lifetime of a single individual without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on your age at the time of your first withdrawal after attaining [59½]. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The initial base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected payment base. The protected payment base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
[Before 59½	[0.0%
59½ – 64	5.0%
65 – 69	5.0%
70 – 74	6.0%
75 – 79	6.0%
80 – 84	7.0%
85 and older]	7.0%]

Withdrawals in excess of the withdrawal percentage could reduce future benefits by more than the dollar amount of the withdrawal. Any withdrawals will reduce your contract value, death benefit, and guaranteed minimum surrender value. Withdrawals under the rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals. Rider withdrawals received prior to converting the contract to annuity payouts are treated as withdrawals and may be subject to withdrawal charges, MVA, taxes, and if prior to age 59 ½, a 10% federal tax penalty. Annuity withdrawals and other distributions of taxable amounts, including death benefit payouts, will be subject to ordinary income tax.

- Annual credits of [8.0%] (simple calculation) are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is less than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an [8%] annual credit is added to the protected payment base will restart.
- If this rider is still in effect at the maximum annuity date listed in your contract, and you select a life only fixed annuity option, you will receive the greater of an annuity payment based on your contract value or the protected payment amount available under this rider as an annuity payout. Upon annuitization of the contract, the rider terminates.

There is an annual fee of [0.75%] associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.



Enhanced Lifetime Income Benefit Rider – Joint Life

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you and your spouse are age [85] or younger. Some distributors may not offer this product to persons over a certain age, contact your registered representative/producer for more details. The rider provides additional benefits including:

- Withdrawals for the lifetimes of two persons (who are each other's spouses) without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on the youngest spouse's age at the time of the first withdrawal. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The initial base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected benefit base. The protected benefit base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
[Before 59½	[0.0%
59½ – 64	4.5%
65 – 69	4.5%
70 – 74	5.5%
75 – 79	5.5%
80 – 84	6.5%
85 and older]	6.5%]

Withdrawals in excess of the withdrawal percentage could reduce future benefits by more than the dollar amount of the withdrawal. Any withdrawals will reduce your contract value, death benefit, and guaranteed minimum surrender value. Withdrawals under the rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals. Rider withdrawals received prior to converting the contract to annuity payouts are treated as withdrawals and may be subject to withdrawal charges, MVA, taxes, and if prior to age 59 ½, a 10% federal tax penalty. Annuity withdrawals and other distributions of taxable amounts, including death benefit payouts, will be subject to ordinary income tax.

- Annual credits of [8.0%] (simple calculation) are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is lower than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an [8%] annual credit is added to the protected payment base will restart.
- If this rider is still in effect at the maximum annuity date listed in your contract, and you select a life only or joint life fixed annuity option, you will receive the greater of an annuity payment based on your contract value or the protected payment amount available under this rider as an annuity payout. Upon annuitization of the contract, the rider terminates.

There is an annual fee of [0.75%] associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.



Disclosure and Contact Information

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The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.]

This summary is not a contract and is not part of your contract with Pacific Life.

For questions regarding this summary, contact your registered representative/producer. If no registered representative/producer is involved, write to us at Pacific Life Insurance Company, [P.O. Box 2378, Omaha, NE 68103-2378 or call Pacific Life customer service at (800) 722-4448.]

Producer/Registered Representative Signature

I hereby certify that a copy of this Contract Summary, in its entirety, was provided to the proposed annuity owner(s) at the time of solicitation.

Applicant's Printed Name

Contract Number if available

Producer/Registered Representative Signature

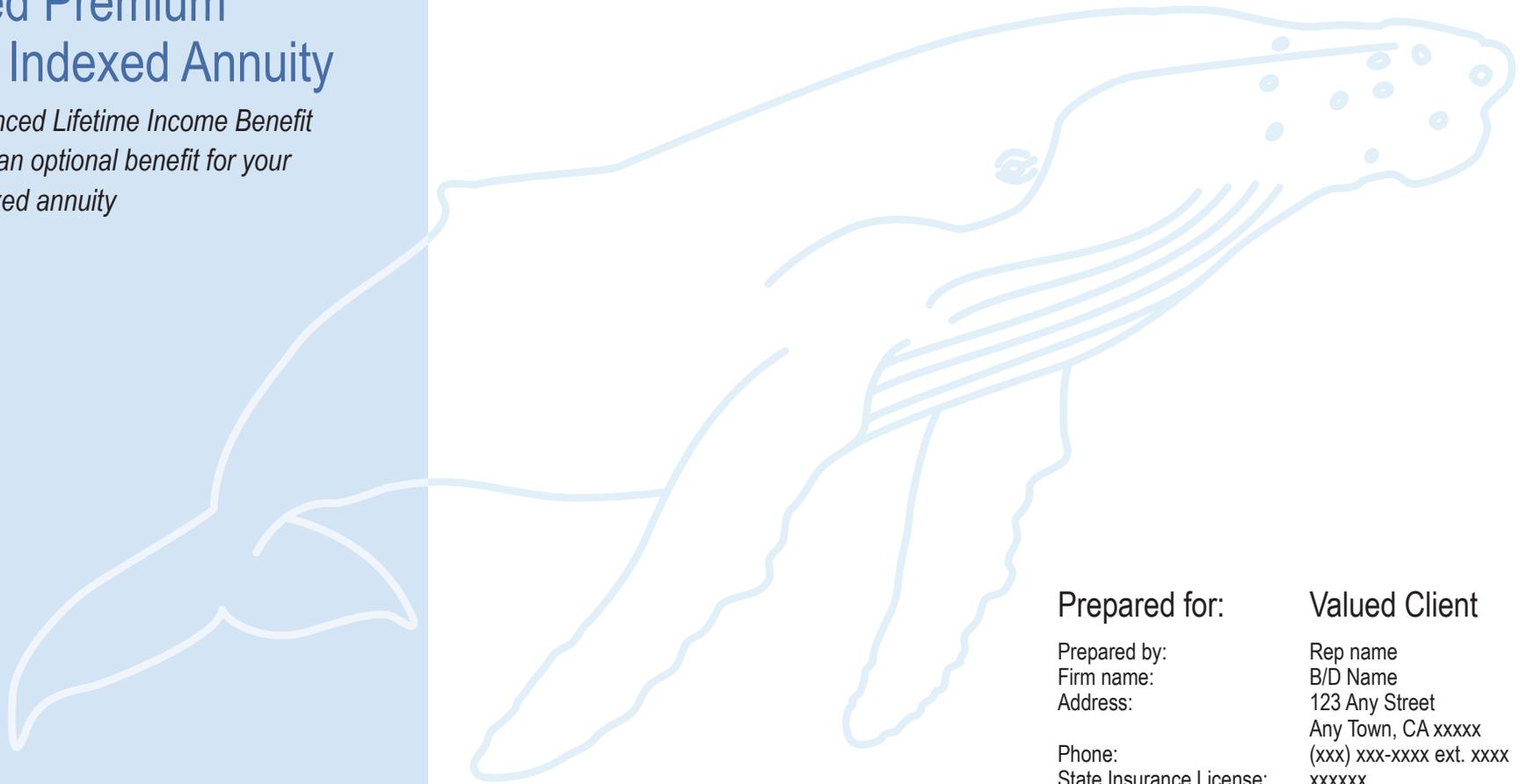
Date



HYPOTHETICAL ILLUSTRATION

Pacific Index ChoiceSM Limited Premium Fixed Indexed Annuity

*with Enhanced Lifetime Income Benefit
Joint Life, an optional benefit for your
fixed indexed annuity*



Prepared for: Valued Client

Prepared by:
Firm name:
Address:

Rep name
B/D Name
123 Any Street
Any Town, CA xxxxx
(xxx) xxx-xxxx ext. xxxx
xxxxxx
xx/xx/xxxx

Phone:
State Insurance License:
Date prepared:

**No bank guarantee • Not a deposit • May lose value
Not FDIC/NCUA insured • Not insured by any federal government agency**

Hypothetical Illustration

WHY A PACIFIC LIFE FIXED INDEXED ANNUITY?

A fixed indexed annuity can be an important part of an overall long term retirement strategy. It provides growth potential with a choice of methods to earn interest, a Guaranteed Minimum Surrender Value, lifetime income options, a guaranteed death benefit to protect your beneficiaries, and the ability to transfer among interest crediting options. Pacific Index Choice indexed annuity is not a security and does not participate directly in the stock market or any index, so it is not an investment. It is an insurance product designed to help you prepare for your future.

With Pacific Index Choice, an immediate credit enhancement will be added to your contract value at the time that a purchase payment is made. The credit enhancement is equal to a percentage of your purchase payments. The amount of the credit enhancement will depend on the withdrawal charge period you select. Credit enhancements are not counted as purchase payments and are treated as additional earnings for tax purposes when distributed. If the death benefit is payable in the first year, the credit enhancement will be recaptured on a proportional basis.

Pacific Index Choice also offers Enhanced Lifetime Income Benefit, an optional benefit which is included in this illustration. Enhanced Lifetime Income Benefit is a guaranteed minimum withdrawal benefit that can provide guaranteed lifetime withdrawals beginning at age 59 ½. This feature is available for an annual charge of 0.75%.

You can choose to allocate your purchase payment to any or all of the available interest crediting options, which include 6 Index-Linked Options and a Fixed Account. With an Index-Linked Option, interest may be credited at the end of an index term depending on the amount of change in index price. Index-Linked Options vary by index, pricing method and length of index term. With the Fixed Account, interest is guaranteed to be credited every year. On each contract anniversary, you can transfer the value from the Fixed Account and any Index-Linked Option for which the term has expired into any of the available Index-Linked Options or the Fixed Account.

The initial interest rates and interest rate caps for the Fixed Account and Index-Linked Options are guaranteed for the length of the withdrawal charge period. After the withdrawal charge period expires, renewal interest rates and caps will be declared by Pacific Life. For the Index-Linked Options, the renewal interest rates and caps will be guaranteed for one index term. For the Fixed Account, the renewal interest rate will be guaranteed for one contract year. The renewal rates and caps will never be lower than the minimums stated in your contract.

Contracts owned by entities, such as corporations, partnerships, and certain trusts, are not eligible for tax deferral. You should consult your tax advisor and attorney regarding your specific situation.

This is an illustration only. An illustration is not intended to predict actual performance. Interest rates, dividends, or values that are set forth in the illustration are not guaranteed, except for those clearly labeled as guaranteed.

Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state.

WHY PACIFIC LIFE?

It's essential for you to choose a strong and stable company that can best help you achieve your future income needs. For generations, individuals and their families have relied on the strength of Pacific Life to protect their financial security.

- Pacific Life Insurance Company is organized under a mutual holding company structure and operates for the benefit of our policyholders and clients.
- We have achieved ongoing recognition for high-quality service standards.
- We offer products that address market environments during all stages of your life.
- We maintain strong financial strength ratings from major independent rating agencies.

Ratings may change. For more information and current financial strength ratings, please visit our website at www.PacificLife.com.

Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity

Date of Illustration: 1/1/2013

Owner:	John Doe	Type of Contract:	Non-Qualified	Withdrawal Charge Period:	6 years
Gender/Issue Age/State:	Male/65/AL	Purchase Payment Amount:	\$100,000	Initial Guaranteed Period:	6 years
Joint Owner:	Jane Doe	Credit Enhancement Amount:	\$1,500	Optional Living Benefit:	Enhanced Lifetime Income Benefit - Joint Life
Gender/Issue Age:	Female/60				

This hypothetical illustration is based on the allocation percentages selected and the following rates which are current as of the date of this illustration:

Option	Percentage	Current Cap/Rate	Minimum Guaranteed Cap/Rate
S&P 500® index 1 year point-to-point	40%	4.50% cap	2.25% cap
S&P 500® declared index interest	40%	4.00%	2.00%
Fixed Account	20%	1.75%	1.00%

The current cap/rates shown above are guaranteed for the length of the withdrawal charge period. After the withdrawal charge period expires, renewal interest rates and caps will be declared and will never be lower than the minimum guaranteed cap/rates shown above. For the Index-Linked Options, the cap/rates shown above represent the maximum amount of interest you could receive at the end of an index term if the index performance is positive. If the index performance is negative, no interest will be credited at the end of that index term.

The following optional living benefit charge is included in this illustration:

Option	Current Annual Charge	Maximum Annual Charge
Enhanced Lifetime Income Benefit - Joint Life	0.75%	1.50%

To give you an understanding of how this contract works, this illustration depicts contract values under the following scenarios:

- Guaranteed minimum contract values based on a hypothetical 0% index return each year and the maximum rider charge.
- Hypothetical contract values based on historical index performance and applies the current rates and the current rider charge.

This illustration also includes hypothetical contract values using the following index return scenarios:

Scenario	S&P 500®	
	Period	Annualized Rate of Return
Last 10 Years	2002-2011	0.92%
High 10 Year Index Period	1992-2001	10.66%
Low 10 Year Index Period	1999-2008	-3.03%

The High 10 Year Index Scenario and Low 10 Year Index Scenario are calculated based on the high and low continuous 10 year performance out of the last 20 years. The hypothetical contract values are calculated based on historical index prices and assume the index/indices will repeat historical performance. They also assume that the annuity's current nonguaranteed elements, such as cap rates and interest rates, will not change. It is likely that the index will not repeat historical performance, the non-guaranteed elements will change, and actual values will be higher or lower than those in this illustration but will not be less than the minimum guarantees. The values in this illustration are not guarantees or even estimates of the amounts you can expect from your annuity.

Please read the entire Contract Summary and Buyers' Guide for additional information.

Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity

Date of Illustration: 1/1/2013

Owner: John Doe	Type of Contract: Non-Qualified	Withdrawal Charge Period: 6 years
Gender/Issue Age/State: Male/65/AL	Purchase Payment Amount: \$100,000	Initial Guaranteed Period: 6 years
Joint Owner: Jane Doe	Credit Enhancement Amount: \$1,500	Optional Living Benefit: Enhanced Lifetime Income Benefit - Joint Life
Gender/Issue Age: Female/60		

GUARANTEED CONTRACT VALUES

Hypothetical 0% Growth Each Year

This chart illustrates the guaranteed minimum values assuming no interest credited in any year for the Index-Linked Options; the Fixed Account earning the initial guaranteed rate during the initial guaranteed period, and the guaranteed minimum rate after the initial guaranteed period expires; and the maximum charge for the rider.

End of Contract Year / Age	Interest Credited	Withdrawal Amount	Contract Value	Cash Surrender Value Assuming No MVA	Guaranteed Minimum Surrender Value	Death Benefit	Enhanced Lifetime Income Benefit - Joint Life		
							Annual Credit	Protected Payment Base	Protected Payment Amount
							Annual Income for Life		
1 / 66	\$355	\$0	\$100,355	\$92,810	\$92,810	\$101,000	\$8,000	\$108,000	\$4,860
2 / 67	\$356	\$0	\$99,091	\$94,657	\$94,657	\$102,010	\$8,000	\$116,000	\$5,220
3 / 68	\$357	\$0	\$97,708	\$95,604	\$95,604	\$103,030	\$8,000	\$124,000	\$5,580
4 / 69	\$357	\$0	\$96,205	\$97,497	\$97,497	\$104,060	\$8,000	\$132,000	\$5,940
5 / 70	\$357	\$0	\$94,582	\$99,419	\$99,419	\$105,101	\$8,000	\$140,000	\$6,300
6 / 71	\$356	\$0	\$92,838	\$102,326	\$102,326	\$106,152	\$8,000	\$148,000	\$6,660
7 / 72	\$203	\$0	\$90,821	\$107,214	\$107,214	\$107,214	\$8,000	\$156,000	\$7,020
8 / 73	\$200	\$0	\$88,681	\$108,286	\$108,286	\$108,286	\$8,000	\$164,000	\$7,380
9 / 74	\$198	\$0	\$86,419	\$109,369	\$109,369	\$109,369	\$8,000	\$172,000	\$7,740
10 / 75	\$195	\$0	\$84,033	\$110,462	\$110,462	\$110,462	\$8,000	\$180,000	\$9,900
11 / 76	\$181	\$9,900	\$71,614	\$101,613	\$101,613	\$101,613	\$0	\$180,000	\$9,900
12 / 77	\$157	\$9,900	\$59,172	\$92,676	\$92,676	\$92,676	\$0	\$180,000	\$9,900
13 / 78	\$134	\$9,900	\$46,705	\$83,649	\$83,649	\$83,649	\$0	\$180,000	\$9,900
14 / 79	\$110	\$9,900	\$34,215	\$74,532	\$74,532	\$74,532	\$0	\$180,000	\$9,900
15 / 80	\$86	\$9,900	\$21,701	\$65,324	\$65,324	\$65,324	\$0	\$180,000	\$9,900
16 / 81	\$62	\$9,900	\$9,163	\$56,024	\$56,024	\$56,024	\$0	\$180,000	\$9,900
17 / 82	\$37	\$56,024	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
18 / 83	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
19 / 84	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
20 / 85	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
21 / 86	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
22 / 87	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
23 / 88	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
24 / 89	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
25 / 90	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
26 / 91	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
27 / 92	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
28 / 93	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
29 / 94	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
30 / 95	\$0	\$9,900	\$0	\$0	\$0	\$0	\$0	\$180,000	\$9,900
Cumulative		\$244,124							

This hypothetical illustration is for illustrative purposes only. This illustration is not valid unless presented with all pages.

Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity

Date of Illustration: 1/1/2013

Owner: John Doe	Type of Contract: Non-Qualified	Withdrawal Charge Period: 6 years
Gender/Issue Age/State: Male/65/AL	Purchase Payment Amount: \$100,000	Initial Guaranteed Period: 6 years
Joint Owner: Jane Doe	Credit Enhancement Amount: \$1,500	Optional Living Benefit: Enhanced Lifetime Income Benefit - Joint Life
Gender/Issue Age: Female/60		

HYPOTHETICAL CONTRACT VALUES

This chart illustrates values based on historical index performance, current rider charge, and the current rates shown on page 3 of this illustration. These rates are current as of the date of this illustration and are subject to change at any time by Pacific Life. The values shown are not guaranteed; actual results may be higher or lower. The performance shown is based on the Index's most recent 10 calendar year history repeating every ten years. For guaranteed values, please refer to page 4.

End of Contract Year / Age	Index Return	% interest credited to each Option				Withdrawal Amount	Contract Value	Cash Surrender Value Assuming No MVA	Guaranteed Minimum Surrender Value	Death Benefit	Annual Growth Rate	Enhanced Lifetime Income Benefit - Joint Life		
	S&P 500®	S&P 500® 1 yr pt to pt	S&P 500® declared index interest	Fixed Account	Annual Credit							Protected Payment Base	Protected Payment Amount	
1 / 66	-23.37%	0.00%	0.00%	1.75%	\$0	\$101,105	\$92,906	\$92,810	\$101,105	1.11%	\$8,000	\$108,000	\$4,860	
2 / 67	26.38%	4.50%	4.00%	1.75%	\$0	\$104,080	\$96,562	\$94,657	\$104,080	2.94%	\$8,000	\$116,000	\$5,220	
3 / 68	8.99%	4.50%	4.00%	1.75%	\$0	\$107,116	\$99,379	\$95,604	\$107,116	2.92%	\$8,000	\$124,000	\$5,580	
4 / 69	3.00%	3.00%	4.00%	1.75%	\$0	\$109,568	\$102,648	\$97,497	\$109,568	2.29%	\$8,000	\$132,000	\$5,940	
5 / 70	13.62%	4.50%	4.00%	1.75%	\$0	\$112,708	\$106,603	\$99,419	\$112,708	2.87%	\$8,000	\$140,000	\$6,300	
6 / 71	3.53%	3.53%	4.00%	1.75%	\$0	\$115,472	\$111,304	\$102,326	\$115,472	2.45%	\$8,000	\$148,000	\$6,660	
7 / 72	-38.49%	0.00%	0.00%	1.75%	\$0	\$114,737	\$114,737	\$107,214	\$114,737	-0.64%	\$8,000	\$156,000	\$7,020	
8 / 73	23.45%	4.50%	4.00%	1.75%	\$0	\$117,904	\$117,904	\$108,286	\$117,904	2.76%	\$8,000	\$164,000	\$7,380	
9 / 74	12.78%	4.50%	4.00%	1.75%	\$0	\$121,144	\$121,144	\$109,369	\$121,144	2.75%	\$8,000	\$172,000	\$7,740	
10 / 75	0.00%	0.00%	0.00%	1.75%	\$0	\$120,236	\$120,236	\$110,462	\$120,236	-0.75%	\$8,000	\$180,000	\$9,900	
11 / 76	-23.37%	0.00%	0.00%	1.75%	\$9,900	\$109,351	\$109,351	\$101,613	\$109,351	-0.82%	\$0	\$180,000	\$9,900	
12 / 77	26.38%	4.50%	4.00%	1.75%	\$9,900	\$101,893	\$101,893	\$92,676	\$101,893	2.23%	\$0	\$180,000	\$9,900	
13 / 78	8.99%	4.50%	4.00%	1.75%	\$9,900	\$94,166	\$94,166	\$83,649	\$94,166	2.13%	\$0	\$180,000	\$9,900	
14 / 79	3.00%	3.00%	4.00%	1.75%	\$9,900	\$85,628	\$85,628	\$74,532	\$85,628	1.45%	\$0	\$180,000	\$9,900	
15 / 80	13.62%	4.50%	4.00%	1.75%	\$9,900	\$77,308	\$77,308	\$65,324	\$77,308	1.85%	\$0	\$180,000	\$9,900	
16 / 81	3.53%	3.53%	4.00%	1.75%	\$9,900	\$68,404	\$68,404	\$56,024	\$68,404	1.29%	\$0	\$180,000	\$9,900	
17 / 82	-38.49%	0.00%	0.00%	1.75%	\$9,900	\$57,312	\$57,312	\$46,630	\$57,312	-1.74%	\$0	\$180,000	\$9,900	
18 / 83	23.45%	4.50%	4.00%	1.75%	\$9,900	\$47,943	\$47,943	\$37,143	\$47,943	0.93%	\$0	\$180,000	\$9,900	
19 / 84	12.78%	4.50%	4.00%	1.75%	\$9,900	\$38,230	\$38,230	\$27,561	\$38,230	0.39%	\$0	\$180,000	\$9,900	
20 / 85	0.00%	0.00%	0.00%	1.75%	\$9,900	\$27,027	\$27,027	\$17,883	\$27,027	-3.41%	\$0	\$180,000	\$9,900	
21 / 86	-23.37%	0.00%	0.00%	1.75%	\$9,900	\$15,785	\$15,785	\$8,108	\$15,785	-4.96%	\$0	\$180,000	\$9,900	
22 / 87	26.38%	4.50%	4.00%	1.75%	\$9,900	\$4,870	\$4,870	\$0	\$4,870	-6.43%	\$0	\$180,000	\$9,900	
23 / 88	8.99%	0.00%	0.00%	1.75%	\$9,900	\$0	\$0	\$0	\$0	0.00%	\$0	\$180,000	\$9,900	
24 / 89	3.00%	0.00%	0.00%	0.00%	\$9,900	\$0	\$0	\$0	\$0	0.00%	\$0	\$180,000	\$9,900	
25 / 90	13.62%	0.00%	0.00%	0.00%	\$9,900	\$0	\$0	\$0	\$0	0.00%	\$0	\$180,000	\$9,900	
26 / 91	3.53%	0.00%	0.00%	0.00%	\$9,900	\$0	\$0	\$0	\$0	0.00%	\$0	\$180,000	\$9,900	
27 / 92	-38.49%	0.00%	0.00%	0.00%	\$9,900	\$0	\$0	\$0	\$0	0.00%	\$0	\$180,000	\$9,900	
28 / 93	23.45%	0.00%	0.00%	0.00%	\$9,900	\$0	\$0	\$0	\$0	0.00%	\$0	\$180,000	\$9,900	
29 / 94	12.78%	0.00%	0.00%	0.00%	\$9,900	\$0	\$0	\$0	\$0	0.00%	\$0	\$180,000	\$9,900	
30 / 95	0.00%	0.00%	0.00%	0.00%	\$9,900	\$0	\$0	\$0	\$0	0.00%	\$0	\$180,000	\$9,900	
Annual Effective Interest Rate:		2.77%	2.66%	1.75%	Cumulative: \$198,000		Annual Effective Growth Rate:			0.48%				

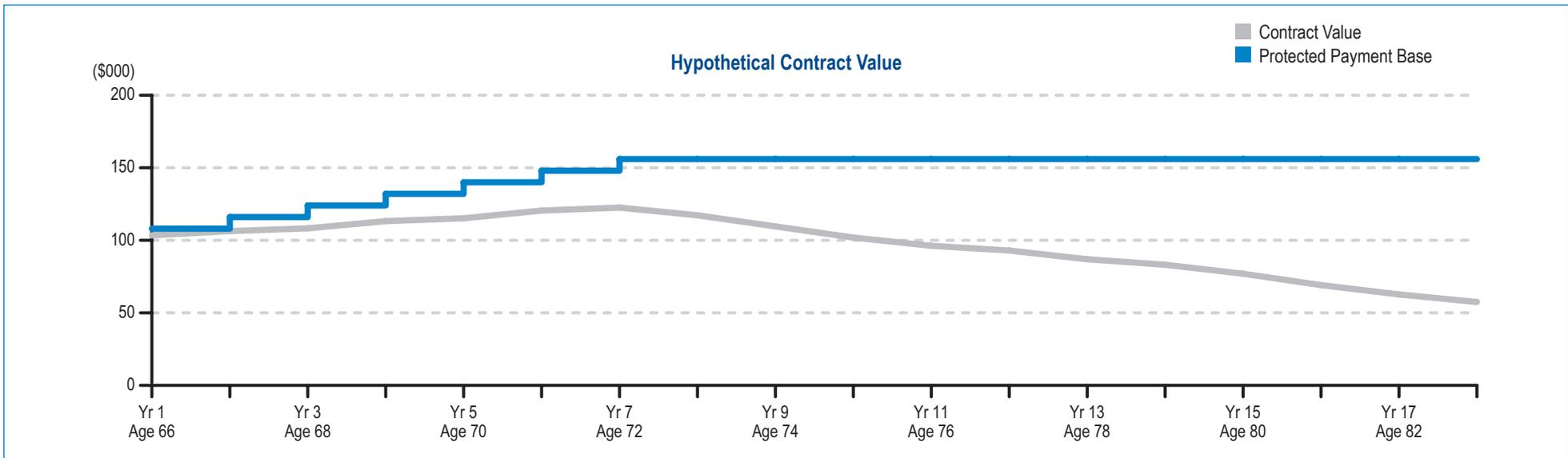
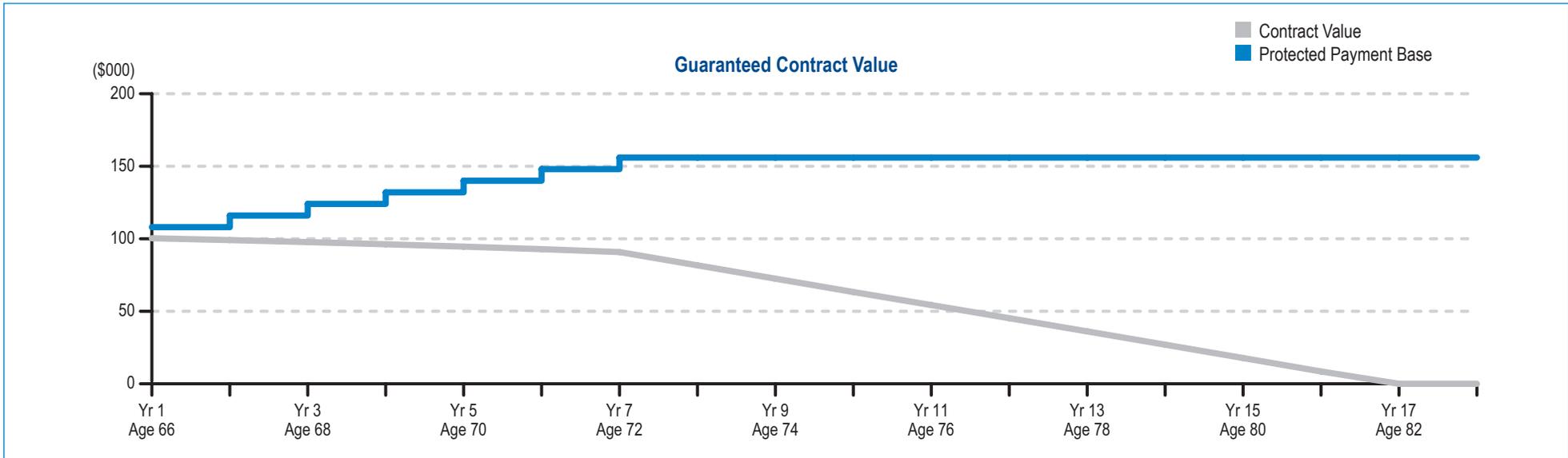
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Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity

Date of Illustration: 1/1/2013

Owner: John Doe	Type of Contract: Non-Qualified	Withdrawal Charge Period: 6 years
Gender/Issue Age/State: Male/65/AL	Purchase Payment Amount: \$100,000	Initial Guaranteed Period: 6 years
Joint Owner: Jane Doe	Credit Enhancement Amount: \$1,500	Optional Living Benefit: Enhanced Lifetime Income Benefit - Joint Life
Gender/Issue Age: Female/60		

The charts below show the Contract Value compared to the Protected Payment Base for the Enhanced Lifetime Income Benefit.



This hypothetical illustration is for illustrative purposes only. This illustration is not valid unless presented with all pages.

Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity

Date of Illustration: 1/1/2013

Owner: John Doe	Type of Contract: Non-Qualified	Withdrawal Charge Period: 6 years
Gender/Issue Age/State: Male/65/AL	Purchase Payment Amount: \$100,000	Initial Guaranteed Period: 6 years
Joint Owner: Jane Doe	Credit Enhancement Amount: \$1,500	Optional Living Benefit: Enhanced Lifetime Income Benefit - Joint Life
Gender/Issue Age: Female/60		

HYPOTHETICAL CONTRACT VALUES

The following charts illustrate hypothetical contract values based on current rates shown on page 3 of this illustration being applied for the length of the time period shown. These rates are current as of the date of this illustration and are subject to change at any time by Pacific Life. The values shown are not guaranteed; actual results may be higher or lower.

High 10 Year Index Scenario – S&P500®

End of Contract Year / Age	Period Ending	Index Return	% interest credited to Option			Withdrawal Amount	Contract Value	Annual Growth Rate
		S&P 500®	S&P 500® 1 yr pt to pt	S&P 500® declared index interest	Fixed Account			
1 / 66	1992	4.46%	4.46%	4.00%	1.75%	\$0	\$104,542	4.54%
2 / 67	1993	7.06%	4.50%	4.00%	1.75%	\$0	\$107,663	2.99%
3 / 68	1994	-1.54%	0.00%	0.00%	1.75%	\$0	\$107,155	-0.47%
4 / 69	1995	34.11%	4.50%	4.00%	1.75%	\$0	\$110,258	2.90%
5 / 70	1996	20.26%	4.50%	4.00%	1.75%	\$0	\$113,429	2.88%
6 / 71	1997	31.01%	4.50%	4.00%	1.75%	\$0	\$116,670	2.86%
7 / 72	1998	26.67%	4.50%	4.00%	1.75%	\$0	\$119,987	2.84%
8 / 73	1999	19.53%	4.50%	4.00%	1.75%	\$0	\$123,381	2.83%
9 / 74	2000	-10.14%	0.00%	0.00%	1.75%	\$0	\$122,531	-0.69%
10 / 75	2001	-13.04%	0.00%	0.00%	1.75%	\$0	\$121,623	-0.74%
Annual Effective Interest Rate:			3.13%	2.78%	1.75%	Cumulative: \$0	Annual Effective Growth Rate:	1.98%

Low 10 Year Index Scenario – S&P500®

End of Contract Year / Age	Period Ending	Index Return	% interest credited to Option			Withdrawal Amount	Contract Value	Annual Growth Rate
		S&P 500®	S&P 500® 1 yr pt to pt	S&P 500® declared index interest	Fixed Account			
1 / 66	1999	19.53%	4.50%	4.00%	1.75%	\$0	\$104,556	4.56%
2 / 67	2000	-10.14%	0.00%	0.00%	1.75%	\$0	\$104,105	-0.43%
3 / 68	2001	-13.04%	0.00%	0.00%	1.75%	\$0	\$103,597	-0.49%
4 / 69	2002	-23.37%	0.00%	0.00%	1.75%	\$0	\$103,033	-0.54%
5 / 70	2003	26.38%	4.50%	4.00%	1.75%	\$0	\$105,896	2.78%
6 / 71	2004	8.99%	4.50%	4.00%	1.75%	\$0	\$108,816	2.76%
7 / 72	2005	3.00%	3.00%	4.00%	1.75%	\$0	\$111,137	2.13%
8 / 73	2006	13.62%	4.50%	4.00%	1.75%	\$0	\$114,153	2.71%
9 / 74	2007	3.53%	3.53%	4.00%	1.75%	\$0	\$116,782	2.30%
10 / 75	2008	-38.49%	0.00%	0.00%	1.75%	\$0	\$115,874	-0.78%
Annual Effective Interest Rate:			2.43%	2.38%	1.75%	Cumulative: \$0	Annual Effective Growth Rate:	1.48%

This hypothetical illustration is for illustrative purposes only. This illustration is not valid unless presented with all pages.

Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity

Date of Illustration: 1/1/2013

Owner:	John Doe	Type of Contract:	Non-Qualified	Withdrawal Charge Period:	6 years
Gender/Issue Age/State:	Male/65/AL	Purchase Payment Amount:	\$100,000	Initial Guaranteed Period:	6 years
Joint Owner:	Jane Doe	Credit Enhancement Amount:	\$1,500	Optional Living Benefit:	Enhanced Lifetime Income Benefit - Joint Life
Gender/Issue Age:	Female/60				

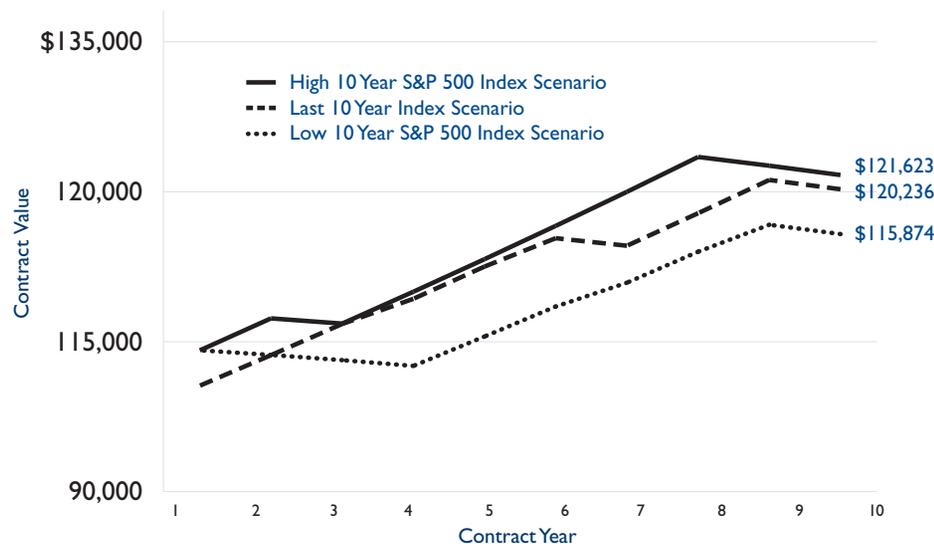
HYPOTHETICAL CONTRACT VALUES

The following charts illustrate hypothetical contract values based on current rates shown on page 3 of this illustration being applied for the length of the time period shown. These rates are current as of the date of this illustration and are subject to change at any time by Pacific Life. The values shown are not guaranteed; actual results may be higher or lower.

Last 10 Year Index Period

End of Contract Year / Age	Period Ending	Index Return		% interest credited to Option		Withdrawal Amount	Contract Value	Annual Growth Rate
		S&P 500®	S&P 500® 1 yr pt to pt	S&P 500® declared index interest	Fixed			
1 / 66	2002	-23.37%	0.00%	0.00%	1.75%	\$0	\$101,105	1.11%
2 / 67	2003	26.38%	4.50%	4.00%	1.75%	\$0	\$104,080	2.94%
3 / 68	2004	8.99%	4.50%	4.00%	1.75%	\$0	\$107,116	2.92%
4 / 69	2005	3.00%	3.00%	4.00%	1.75%	\$0	\$109,568	2.29%
5 / 70	2006	13.62%	4.50%	4.00%	1.75%	\$0	\$112,708	2.87%
6 / 71	2007	3.53%	3.53%	4.00%	1.75%	\$0	\$115,472	2.45%
7 / 72	2008	-38.49%	0.00%	0.00%	1.75%	\$0	\$114,737	-0.64%
8 / 73	2009	23.45%	4.50%	4.00%	1.75%	\$0	\$117,904	2.76%
9 / 74	2010	12.78%	4.50%	4.00%	1.75%	\$0	\$121,144	2.75%
10 / 75	2011	0.00%	0.00%	0.00%	1.75%	\$0	\$120,236	-0.75%
Annual Effective Interest Rate:			2.88%	2.78%	1.75%	Cumulative: \$0	Annual Effective Growth Rate:	1.86%

Hypothetical Contract Values for Index Scenarios



This hypothetical illustration is for illustrative purposes only. This illustration is not valid unless presented with all pages.

How the Index-Linked Interest is Credited

- For the 1-Year Point-to-Point interest crediting option, at the end of the 1-year index term, the price of the index is compared to its price at the start of the contract year. For the 2-Year Point-to-Point interest crediting option, at the end of the 2-year index term, the price of the index is compared to its price at the start of the 2-year index term and any applicable interest is credited at that time.
 - If the Index Return Is Zero or Negative:** There is no interest credited to the contract
 - If the Index Return Is Positive, but Less Than the Cap:** The contract is credited with interest at an interest rate equal to the percentage gain of the Index
 - If the Index Return is Positive, and the Return is Higher Than the Cap:** The contract is credited with interest at an interest rate equal to the cap
- For the Declared Index Interest Options, an interest rate is declared and guaranteed for the initial guaranteed period. At the end of the contract year, the price of the index is compared to its price at the start of the year.
 - If the Index Return is Negative:** There is no interest credited to the contract
 - If the Index Return is Zero or Positive:** The contract is credited with interest at the Declared Index Interest Rate

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Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity

HYPOTHETICAL ANNUITY PAYMENT ILLUSTRATION

Standard Annuity Payment Quote

This annuity payment quote below is based on annuitization taking place at the later of age 70 or 10 years after contract issue. The latest annuitization date is age 95. The following values are assumed:

End of Contract Year:	10
Owner/Annuitant Age:	75
Joint Owner/Joint Annuitant Age:	70
Greater of Guaranteed Contract Value or Guaranteed Minimum Surrender Value:	\$110,462
Hypothetical Contract Value:	\$120,235

Payout Option	Guaranteed Values (Based on Guaranteed Contract Value and Guaranteed Annuity Rates)		Hypothetical Values (Based on Hypothetical Contract Value and Current Annuity Rates)	
	Annual Annuity Rate/ \$1,000 of Contract Value	Annual Annuity Income	Annual Annuity Rate/ \$1,000 of Contract Value	Annual Annuity Income
Joint and Survivor Life	\$54.52	\$6,022	\$54.52	\$6,554

This annuity payment quote is included to demonstrate how much income would be received due to the annuitization feature of the contract. Please note that if you annuitize prior to the latest annuitization date, the Protected Payment Base and Protected Payment Amount would no longer apply and the Enhanced Lifetime Income Benefit would terminate.

The guaranteed values shown were calculated using the guaranteed contract value at the time of annuitization (or Guaranteed Minimum Surrender Value, if greater) and the guaranteed annuity rates. Withdrawal charges are waived upon annuitization. Pacific Index Choice guaranteed annuity rates are based on the 2000 Individual Annuity Mortality Table, with the ages set back ten years and with interest at an annual rate of 1.5%. The hypothetical values shown are based on the hypothetical contract value at the time of annuitization and the current annuity rates for Pacific Index Choice. The current annuity rates illustrated are current as of the date of this illustration, and may change in the future. Actual values may be higher or lower than the hypothetical values shown above.

This quote is for illustrative purposes only and is based on the owner(s) and annuitant(s) being the same individual(s). If they are different, then the annuity payments may be higher or lower than those shown above.

Any applicable premium tax charges that would reduce the amount illustrated were not included. Premium taxes vary by state.

Product Information

S&P 500® INDEX

The S&P 500® Index is a market capitalization-weighted index of 500 companies in leading industries of the U.S. economy.

Standard & Poor's®, S&P® and S&P 500® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P") and have been licensed for use by Pacific Life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's Financial Services LLC, S&P Dow Jones Indices LLC, or their respective affiliates, and neither Standard & Poor's Financial Services LLC, S&P Dow Jones Indices LLC, or their respective affiliates make any representation regarding the advisability of purchasing such Product.

The Index is unmanaged and not available for direct investment, and does not include the reinvestment of dividends.

MSCI ACWI® (ALL COUNTRY WORLD INDEX) INDEX

The MSCI ACWI® (All Country World Index) Index is a free float-adjusted market capitalization weighted index that is designed to measure the equity market performance of developed and emerging markets. The MSCI ACWI® consists of 45 country indices comprising 24 developed and 21 emerging market country indices.

The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.

The Index is unmanaged and not available for direct investment, and does not include the reinvestment of dividends.

INTEREST CREDITING OPTIONS

This illustration is based on the allocations to the interest crediting options as shown on page 3.

S&P 500® 1 yr pt to pt - Upon the end of the 1 year index term, interest linked to the performance of the S&P 500® Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative or zero, no index-linked interest will be credited. If the index percentage

change is positive, then the index-linked interest will be credited in the same percentage as the index return, up to the stated interest rate cap.

S&P 500® 2 yr pt to pt - Upon the end of the 2 year index term, interest linked to the performance of the S&P 500® Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative or zero, no index-linked interest will be credited. If the index percentage change is positive, then the index-linked interest will be credited in the same percentage as the index return, up to the stated interest rate cap.

S&P 500® Declared Index Interest - Upon the end of the 1 year index term, interest linked to the performance of the S&P 500® Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative, no index-linked interest will be credited. If the index percentage change is zero or positive, then the index-linked interest will be credited according to the stated Declared Index interest rate.

MSCI ACWI® 1 yr pt to pt - Upon the end of the 1 year index term, interest linked to the performance of the MSCI ACWI® Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative or zero, no index-linked interest will be credited. If the index percentage change is positive, then the index-linked interest will be credited in the same percentage as the index return, up to the stated interest rate cap.

MSCI ACWI® 2 yr pt to pt - Upon the end of the 2 year index term, interest linked to the performance of the MSCI ACWI® Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative or zero, no index-linked interest will be credited. If the index percentage change is positive, then the index-linked interest will be credited in the same percentage as the index return, up to the stated interest rate cap.

MSCI ACWI® Declared Index Interest - Upon the end of the 1 year index term, interest linked to the performance of the MSCI ACWI® Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative, no index-linked interest will be credited. If the index percentage change is zero or positive, then the index-linked interest will be credited according to the stated Declared Index interest rate.

Fixed Account - The annual rate of interest is accrued daily and is guaranteed for the length of the initial guaranteed period. The guaranteed rate will never be less than the minimum guaranteed rate stated in the contract. Pacific Life determines, at its discretion, interest rates in excess of the stated minimum guarantee.

Typically, interest rates and interest rate caps are declared every two weeks, but Pacific Life Insurance Company monitors interest rates daily and reserves the right to change them more frequently. The amount of your purchase payments (less withdrawals in the first year) helps determine the initial interest rate and caps. Greater purchase payments may receive a higher interest rate or cap. The two interest rate breakpoints are: \$25,000–\$99,999, and \$100,000 and more.

WITHDRAWALS

Withdrawal charges apply only during the initial guaranteed period when the amounts taken are more than those described in this section.

	Contract Years						
	1	2	3	4	5	6	7+
Withdrawal Charge %	9%	8%	8%	7%	6%	4%	0%

After six contract years, withdrawals are no longer subject to withdrawal charges.

This contract assesses a Market Value Adjustment if a withdrawal or surrender is taken during the withdrawal charge period. If the contract owner takes a withdrawal from the contract prior to the end of the withdrawal charge period, he or she may receive more or less than the contract value based on a market value adjustment (MVA). In addition, a withdrawal charge may be assessed.

This hypothetical illustration is for illustrative purposes only. This illustration is not valid unless presented with all pages.

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Product Information, cont.

The MVA is based on a formula designed to respond to interest rate movements. As a general rule, if interest rates have stayed the same or risen since the contract was issued, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. In no event will the MVA cause the withdrawal amount to be less than the Guaranteed Minimum Surrender Value, minus prior withdrawals and any applicable withdrawal charges.

The MVA and withdrawal charges will not apply to the following:

- Withdrawals made after the withdrawal charge period.
- Withdrawals of up to 10% of the previous contract anniversary value (10% of purchase payments in the first year)
- Required minimum distribution (RMD) withdrawals (only if calculated by Pacific Life)
- Withdrawals after the first contract year if the owner or annuitant is diagnosed with a terminal illness (life expectancy of 12 months or fewer)
- Withdrawals after the first contract year if the owner or annuitant is confined to an accredited nursing home for 30 days or more, as long as the confinement to a nursing home began after the contract was issued
- Death benefit proceeds
- Surrenders on the maximum annuitization date

Withdrawals and other distributions of taxable amounts, including death benefit payouts, will be subject to ordinary income tax. For nonqualified contracts, an additional 3.8% federal tax may apply on net investment income beginning in 2013. If withdrawals and other distributions are taken prior to age 59½, a 10% federal tax penalty may apply. Withdrawals may reduce the value of the death benefit and optional benefits. Withdrawals will not receive index-linked interest crediting at the time of the withdrawal.

DEATH BENEFIT

For no additional cost, the death benefit can help protect your beneficiaries and may avoid the cost and delays of probate. If an owner or sole annuitant dies during the accumulation phase, the death benefit will equal the greater of the 1) contract value including any pro-rata index-linked interest or 2) the Guaranteed Minimum Surrender Value.

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OPTIONAL BENEFIT RIDER

Enhanced Lifetime Income Benefit - Joint Life

Enhanced Lifetime Income Benefit - Joint Life is an optional withdrawal benefit available for an additional cost. It provides the following features:

- Guarantees annual withdrawals of 4.5 – 6.5% of your protected payment base for your life and your spouse's life beginning at age 59½ or older. If the youngest spouse is younger than 59½, the annual withdrawal amount (protected payment amount) is zero. If you take a withdrawal (any dollar amount) before age 59½, your protected payment base will be reduced. Once the youngest spouse reaches age 59½, the withdrawal percentage is determined by the youngest spouse's age at the time of the first withdrawal after attaining 59½, according to the following:
 - 4.5% of your protected payment base if the youngest spouse is between age 59½ and 69.
 - 5.5% of your protected payment base if the youngest spouse is between age 70 and 79.
 - 6.5% of your protected payment base if the youngest spouse is age 80 or older.

If you withdraw more than the annual withdrawal amount (protected payment amount) the reduction may be more than the actual amount withdrawn and the guarantee may be reduced or terminated. The initial protected payment base will equal the initial purchase payments or the contract value if purchased on contract anniversary.

- Increases your protected amount by 8% at each contract anniversary in each of the first 10 years—as long as you do not take any withdrawals, including required minimum distributions (RMD). The annual credit increases the protected amount that can be withdrawn in later years, but the credit is not added to your contract value. The 8% is not compounded. During the first 10 years, once you take a withdrawal, including an RMD, the credit ends. A step-up will restart the annual credit for a 10 year period.
- Locks in any interest crediting through its automatic annual step-ups of the protected payment base. If the value of your contract on your anniversary date is higher than your protected payment base including any applicable 8% credits, the higher contract value will be locked in and becomes your new protected payment base. The protected payment amount is recalculated based on the new protected payment

base and withdrawal percentage. Step ups can occur every year after the period that annual credits are applied and you will be subject to rider charges in effect at the time up to the maximum of 1.50%.

- While Enhanced Lifetime Income Benefit - Joint Life doesn't guarantee you a growth rate, withdrawals can continue regardless of your annuity's actual value—even if it is zero.

Changes to the contract owner or beneficiary and changes in marital status, including dissolution of marriage, may adversely affect the benefits of this rider. A surviving spouse may be required to continue the contract in order to continue the benefits of this rider. Upon the death of surviving spouse, Enhanced Lifetime Income Benefit will terminate and the death benefit will be paid out if contract value remains.

If you purchase this optional benefit, we will deduct an annual charge from your contract value on your contract anniversary. Any portion of the charge applicable to an Index-Linked Option will be deducted even if there has been no index-linked interest credited to that Index-Linked Option.

Withdrawals may reduce the value of the death benefit and optional benefits. A step-up may change your protected payment base, and protected payment amounts after a step-up may be higher or lower. You should consult your tax advisor and attorney regarding your specific situation. Optional benefit withdrawals are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals. If you withdraw more than the allowable income amount annually, both your future withdrawals and the guarantee may be reduced. At the latest annuity date, upon choosing a Life Only fixed annuity option, you will receive the greater of a payment based on the contract value or the protected payment amount as an annuity payout.

Required minimum distributions (RMDs) from IRAs and qualified plans are withdrawals for purposes of this optional benefit. RMDs taken under Pacific Life's automated RMD program are exempt from rider percentage limits if they are the only withdrawals in that contract year and the youngest spouse is age 59½ or older. If RMD amounts are not calculated and withdrawn under this program and the withdrawal amounts are greater than the rider percentage limits, future income benefits and the protected amount may be reduced.

Enhanced Lifetime Income Benefit - Joint Life is named "Guaranteed Withdrawal Benefit VIII Rider – Joint Life" in the contract rider.

Definition of Terms and Column Headings Used in This Illustration

Index-Linked Option: An interest crediting option that earns interest based on the movement of an index.

Purchase Payment Amount: Hypothetical amount put into the fixed indexed annuity. This illustration is based on a single purchase payment amount received on the illustration date with no additional payments.

Credit Enhancement Amount: The amount added to the contract value at the time the purchase payment was made. It is a percentage of the purchase payment and will vary based on the initial guaranteed period selected. Credit enhancements are not counted as purchase payments, will not be returned under the free look provision, and are treated as additional earnings for tax purposes when distributed. If the death benefit is payable in the first year, the credit enhancement will be recaptured on a proportional basis.

Withdrawal Charge Period: Withdrawals or surrenders taken during this time may be subject to withdrawal charges. After the withdrawal charge period expires, there are no withdrawal charges assessed on withdrawals or surrenders.

Initial Guaranteed Period: The initial interest rates and interest rate caps for the interest crediting options are guaranteed during this time. After the initial guaranteed period expires, renewal rates and caps will be declared by Pacific Life and will never be less than the minimums guaranteed in the contract.

End of Contract Year /Age: The last day of the contract year that is reflected in the column. The initial end of contract year date is the hypothetical last day of contract year 1. The age of the hypothetical client on the last day of the contract year is also shown.

Interest Credited: The amount of interest added to the contract value.

Withdrawal Amount: Hypothetical amounts taken out of the fixed indexed annuity. For illustration purposes, any required minimum distributions (RMDs) are calculated using the Uniform Lifetime Table.

Contract Value: The hypothetical value of the indexed annuity on the Contract Year date after any applicable fees and charges have been deducted.

Cash Surrender Value: Reflects the contract value less any applicable withdrawal charges that would be assessed upon surrender of the contract.

Guaranteed Minimum Surrender Value: The minimum value you will receive upon surrender, death or annuitization. In the case of surrender, it is reduced by any applicable withdrawal charges. The Guaranteed Minimum Surrender Value equals purchase payments (excluding any Credit Enhancements), less any prior partial withdrawals and applicable withdrawal charges on those prior withdrawals, accumulated with interest at 1%.

Death Benefit: The greater of the hypothetical contract value (plus pro-rata index-linked interest if applicable) or the Guaranteed Minimum Surrender Value payable at the end of the contract year. All withdrawal charges are waived.

Annual Growth Rate: The increase or decrease in the contract value over the annual period, expressed as a percentage. The optional rider fee could cause a negative change in the contract value.

Annual Effective Interest Rate: The equivalent annual interest rate the Index-Linked Options earned over the time period shown (or until the contract value is depleted if less) to produce the resulting contract value.

Annual Effective Growth Rate: The annualized compound rate of growth of the contract value for the period shown, excluding any withdrawals.

Period Ending: the one-year time period ending on the last day of the year shown.

Joint and Survivor Life: Annuity payments are made during the lifetime of the Primary Annuitant. Upon the death of the Primary Annuitant, if the Secondary Annuitant is still living, periodic annuity payments are made during the lifetime of the

Secondary Annuitant.

OPTIONAL LIVING BENEFIT

Annual Credit: An amount that may be added to the protected payment base on certain contract anniversaries. A credit equal to 8% of the total purchase payments (or contract value if purchased on a contract anniversary) will be added to the protected payment base on each contract anniversary if no withdrawals take place in the first 10 years. During the first 10 years, once you take a withdrawal, including a required minimum distribution (RMD), the credit ends. A step-up will restart the annual credit for a 10 year period.

Protected Payment Amount: The maximum amount that can be withdrawn during a contract year without reducing the protected payment base. The protected payment amount is not cumulative. Any portion of the protected payment amount not withdrawn during the current year will not roll to the next contract year. If you withdraw more than the protected payment amount, the protected payment base may be reduced by more than the amount taken. The protected payment amount will be recalculated and also may be reduced.

Protected Payment Base: An amount used to determine the protected payment amount. The protected payment base will equal the initial purchase payment or the contract value if purchased on a contract anniversary. If you withdraw more than the protected payment amount, the protected payment base may be reduced by more than the amount taken. The protected payment base is not available for withdrawal.

Important Information

This material is not intended to be used, nor can it be used by any taxpayer, for the purpose of avoiding U.S. federal, state, or local tax penalties. This material is written to support the promotion or marketing of the transaction(s) or matter(s) addressed by this material. Pacific Life, its distributors, and respective representatives do not provide tax, accounting, or legal advice. Any taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Consider your age, annual income, financial situation and needs, investment experience, investment objectives, intended use of the annuity, investment time horizon, existing assets (including investment and life insurance holdings), liquidity needs, liquid net worth, risk tolerance, tax status, and other information used or considered to be reasonable by your financial professional in making recommendations to you.

IRAs and qualified plans—such as 401(k)s and 403(b)s—are already tax deferred. Therefore, an annuity should be used only to fund an IRA or qualified plan to benefit from the annuity's features other than tax deferral. These include lifetime income and death benefit options.

While ratings can be objective indicators of an insurance company's financial strength and can provide a relative measure to help select among insurance companies, they are not guarantees of the future financial strength and/or claims-paying ability of a company. The independent third party from which an annuity is purchased, including the broker/dealer, the insurance agency from which an annuity is purchased and any affiliates of those entities make no representations regarding the quality of the analysis conducted by the rating agencies. The rating agencies are not affiliated with the above mentioned entities nor were they involved in any rating agency's analysis of the insurance companies.

Pacific Index Choice is not available in New York.

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each insurance company is solely responsible for the financial obligations accruing under the products it issues. Insurance product and guarantees, including optional benefits and any fixed crediting rates or annuity payout rates, are backed by the financial strength and claims-paying ability of the issuing company. They are not backed by the independent third party from which this annuity is purchased, including the broker/dealer, the insurance agency from which this annuity is purchased, or any affiliates of those entities and none makes any representations or guarantees regarding the claims-paying ability of the issuing insurance company.

Fixed annuities issued by Pacific Life are available through licensed third-parties.

Pacific Life Insurance Company • P.O. Box 2378 • Omaha, NE 68103-2378 • (800) 722-4448

Contract Form Series: 30-1209
Rider Series: 20-1210-2, 20-1211-2

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SERFF Tracking #:

PACL-128756656

State Tracking #:

Company Tracking #:

CS1209-2 1/1/13

State:

Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.004 Modified Single Premium

Product Name:

Contract Summary Disclosure

Project Name/Number:

Contract Summary Disclosure/CS1209

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	CERTIFICATION		
Comments:			
Attachment(s):			
AR Contract Summary Filing Cert.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
SOV CS1209-2-MVA-AR.pdf			

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

Form Number

CS1209-2-MVA-AR
E90000-13A

Form Description

Indexed Annuity Contract Summary Disclosure
Illustration

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



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

October 23, 2012
Date

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

Form Number

CS1209-2-MVA-AR
E90000-13A

Form Description

Indexed Annuity Contract Summary Disclosure
Illustration

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



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

11/5/12
Date

STATEMENT OF VARIABILITY

Form Number **Form Description**

CS1209-2-MVA-AR Contract Summary

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced variable annuity forms. Any changes within these areas will be administered in accordance with the requirements of your state, including any requirements for prior approval of a change.

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company address, phone numbers, and website.	Current information shown. In the event of a change in the company address, phone numbers, and/or website, the new information will be shown.
1	States of Use	The states of use may change from time to time.
1	Initial Purchase Payment [\$25,000]	The initial purchase payment amount can range from \$1,000 to \$100,000.
	Subsequent purchase payments [\$100,000]	Subsequent purchase payments can range from \$100 to \$1,000,000.
	Maximum purchase payment [\$1,000,000]	The maximum purchase payment can range from \$500,000 to \$10,000,000.
1	Maximum Issue Age [85]	The Maximum Issue Age is currently 85. Any change in this amount will be displayed. The Maximum Issue Age range for this contract is 50-85.
Bottom of Each Page	Barcode and Revision date.	The barcode and revision date may change in the future.
2	S&P 500® INDEX & MSCI ACWI® INDEX Abbreviations	Both trademark indices require a specific abbreviation. If the abbreviations change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted. Additionally, if an index-linked option is no longer available, it will be omitted.
2	Available Index-Linked Options	If an index-linked option becomes unavailable in the future, it will be removed.
8	Maximum Issue Age	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
8	Lifetime Withdrawal Age [59 ½]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The currently lifetime withdrawal range is 59 ½. The range will be between 50 and 65 years old.
8	Age & Withdrawal Percentage Chart	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
8	Annual Credit Percentage	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
8	Annual Fee Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.75%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
9	Maximum Issue Age	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
9	Age & Withdrawal Percentage Chart	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
9	Annual Credit Percentage	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
9	Annual Fee Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.75%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
10	S&P 500® INDEX & MSCI ACWI® INDEX Abbreviations and Disclosures	Both trademark indices require a specific disclosure statement. If the index abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.
10	Company address and phone number.	The company address and phone number may change in the future. If the address or phone number changes, the new information will be shown accordingly.