

SERFF Tracking Number: PACL-128046408 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number:
Company Tracking Number: 30-1229
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
Variable and Variable
Product Name: Ind Limited Prem Def Annuity Contract & Application
Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Ind Limited Prem Def Annuity Contract & Application SERFF Tr Num: PACL-128046408 State: Arkansas

Contract & Application

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num:

Variable and Variable

Sub-TOI: A02.11.004 Modified Single Premium Co Tr Num: 30-1229

Filing Type: Form

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Maysy Novak, Brian

Disposition Date: 02/07/2012

Deleget, Craig Hopkins

Date Submitted: 02/01/2012

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Ind Limited Prem Def Annuity Contract & Application

Project Number: 30-1299

Requested Filing Mode:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: We are not filing in Nebraska, our state of domicile as Nebraska is part of the IIPRC.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 02/07/2012

State Status Changed: 02/07/2012

Deemer Date:

Submitted By: Craig Hopkins

Filing Description:

February 1, 2012 NAIC: 67466

FEIN: 95-079000

Created By: Maysy Novak

Corresponding Filing Tracking Number:

To the Individual Life Insurance Department of Arkansas:

SERFF Tracking Number: PACL-128046408 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number:
Company Tracking Number: 30-1229
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
Variable and Variable
Product Name: Ind Limited Prem Def Annuity Contract & Application
Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

We are submitting the following forms for approval:

Form Number Form Description

30-1229 Individual Limited Premium Deferred Annuity Contract
30-1229-R Individual Limited Premium Deferred Annuity Contract
25-1229 Individual Limited Premium Deferred Annuity Application

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

Individual Limited Premium Deferred Annuity Contract (30-1229)

30-1229

The Contract is an individual, fixed, non-participating, limited premium deferred annuity contract with a declining withdrawal charge scale that varies depending on the guaranteed term elected. As described in the Contract, withdrawals are allowed, however, there may be a withdrawal charge imposed. The withdrawal charge is assessed as a fixed percentage of the amount withdrawn, with waiver of such charges in certain cases.

There are two interest rate guarantee period options available, either 5, or 7 years as selected by the contract owner. The Contract credits interest daily at a rate which compounds over one year to the annualized effective interest rate we declared when the purchase payment was made and is guaranteed for the chosen guarantee period.

When a purchase payment is made, a Credit Enhancement, as described in the Contract, will be applied to the contract value. All Credit Enhancements will be considered earnings under the Contract. If the Contract is cancelled in accordance with the Right to Cancel provision, we will deduct any Credit

Enhancements previously applied to the Contract. Additionally, if an Owner or sole surviving Annuitant dies in the first contract year, we will deduct from the death benefit any Credit Enhancements applied to the Contract (as described in the Death Benefit contract provision) The recapture of any Credit Enhancement does not include any interest otherwise earned or credited to such additional amount.

A death benefit is payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while the contract is in force.

Annuity payments may be paid on a fixed annuity basis under any of the Annuity Options provided under the contract or allowed by us.

SERFF Tracking Number: PACL-128046408 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number:
Company Tracking Number: 30-1229
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
Variable and Variable
Product Name: Ind Limited Prem Def Annuity Contract & Application
Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

There are no unusual features contained in the Contract.

Contract issue ages are 0 through 88.

Individual Limited Premium Deferred Annuity Contract (30-1229-R)

In addition to the features described above for Individual Limited Premium Deferred Annuity Contract (30-1229), this Contract includes an optional Rate Advantage feature. If the contractholder elects this feature, once during the guaranteed term, on any Contract Anniversary and if the new money rate for the same term is higher, the contract holder can elect to step-up to the new money rate. Once elected, the new increased rate will be in effect for the remainder of the term. For the 5-year term, if the Riding Rate option has not been elected earlier and new money rate for the same term is higher, the rate will automatically step-up to the new money rate on the 4th anniversary. For the 7-year term, if the if the Riding Rate option has not been elected earlier and new money rate for the same term is higher, the rate will automatically step-up to the new money rate on the 6th anniversary.

With the exception of the addition of the Rate Advantage Feature, this contract is identical to Individual Limited Premium Deferred Annuity Contract (30-1229).

When a purchase payment is made, a Credit Enhancement, as described in the Contract, will be applied to the contract value. All Credit Enhancements will be considered earnings under the Contract. If the Contract is cancelled in accordance with the Right to Cancel provision, we will deduct any Credit Enhancements previously applied to the Contract. Additionally, if an Owner or sole surviving Annuitant dies in the first contract year, we will deduct from the death benefit any Credit Enhancements applied to the Contract (as described in the Death Benefit contract provision) The recapture of any Credit Enhancement does not include any interest otherwise earned or credited to such additional amount.

Annuity Application (25-1229)

This is the application form that will be used to apply for the Contract. The Application will be used in a paper format.

Qualified Plan Riders

The contract will be marketed through licensed producers of the Company to fund non-qualified annuities and tax-

SERFF Tracking Number: PACL-128046408 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number:
Company Tracking Number: 30-1229
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
Variable and Variable
Product Name: Ind Limited Prem Def Annuity Contract & Application
Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

qualified retirement plans and programs under Internal Revenue Code Sections 401(a), 401(k), 403(b) and 408(b), including but not limited to, SEP-IRAs, Simple IRAs, Roth IRAs and 457. In such cases, one of the following riders, submitted via Mix and Match, will be attached to the contract at issue.

Form Number Form Description

20-14200 Qualified Retirement Plan Rider
20-1156 403(b) Tax Sheltered Annuity Rider
20-18900 Individual Retirement Annuity (IRA) Rider
20-19000 Roth Individual Retirement Annuity Rider
20-19100 Simple Individual Retirement Annuity Rider
24-123799 Section 457 Rider

Statement of Variability

The forms submitted have been completed in John Doe fashion. Bracketed matter shown on the Application and Contract are subject to change. The accompanying Statement of Variability provides an explanation of the variable items applicable to these forms.

The contract form and application achieved a readability flesch score of 50.9.

The forms are submitted 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. 3835.

Sincerely,

Craig Hopkins
Sr. Compliance Analyst
Product Compliance
Retirement Solutions
Email: craig.hopkins@pacificlif.com

SERFF Tracking Number: PACL-128046408 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number:
 Company Tracking Number: 30-1229
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
 Variable and Variable
 Product Name: Ind Limited Prem Def Annuity Contract & Application
 Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

Company and Contact

Filing Contact Information

Craig Hopkins, Sr. Compliance Analyst Craig.Hopkins@PacificLife.com
 700 Newport Center Drive 949-219-3835 [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? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$0.00	02/01/2012	
Pacific Life Insurance Company	\$150.00	02/01/2012	55989905

SERFF Tracking Number: PACL-128046408 *State:* Arkansas
Filing Company: Pacific Life Insurance Company *State Tracking Number:*
Company Tracking Number: 30-1229
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.004 Modified Single Premium
Variable and Variable
Product Name: Ind Limited Prem Def Annuity Contract & Application
Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

Disposition

Disposition Date: 02/07/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-128046408 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number:
 Company Tracking Number: 30-1229
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
 Variable and Variable
 Product Name: Ind Limited Prem Def Annuity Contract & Application
 Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Individual Limited Premium Deferred Annuity Contract		Yes
Form	Individual Limited Premium Deferred Annuity Contract		Yes
Form	Individual Deferred Annuity Application		Yes

SERFF Tracking Number: PACL-128046408 *State:* Arkansas
Filing Company: Pacific Life Insurance Company *State Tracking Number:*
Company Tracking Number: 30-1229
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.004 Modified Single Premium
Variable and Variable
Product Name: Ind Limited Prem Def Annuity Contract & Application
Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

Note To Reviewer

Created By:

Craig Hopkins on 02/01/2012 11:21 AM

Last Edited By:

Linda Bird

Submitted On:

02/07/2012 08:57 AM

Subject:

Fees Added

Comments:

We have now added the \$150.00 filing fee.

SERFF Tracking Number: PACL-128046408 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number:
 Company Tracking Number: 30-1229
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
 Variable and Variable
 Product Name: Ind Limited Prem Def Annuity Contract & Application
 Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

Form Schedule

Lead Form Number: 30-1229

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	30-1229	Policy/Cont Individual Limited ract/Fratern Premium Deferred al Annuity Contract Certificate	Initial		50.900	30-1229.pdf
	30-1229-R	Policy/Cont Individual Limited ract/Fratern Premium Deferred al Annuity Contract Certificate	Initial		50.900	30-1229- R.pdf
	25-1229	Application/ Individual Deferred Enrollment Annuity Application Form	Initial		47.100	25-1229.pdf



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company, (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

We have issued this Contract in consideration of the application and payment of the Purchase Payment.

THE DEATH BENEFIT PROVIDED UNDER THIS CONTRACT WILL BE REDUCED BY ANY RECAPTURE MADE IN ACCORDANCE WITH THE RECAPTURE OF CREDIT ENHANCEMENT PROVISION.

Right to Cancel – You may return this Contract within 20 days of receipt. To do so, mail it to us at our Service Center or to the agent who sold it to you. No charges will be imposed and we will refund any Purchase Payments minus any Credit Enhancements applied to the Contract.

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY

[

Chairman and Chief Executive Officer

Secretary

]

**INDIVIDUAL LIMITED PREMIUM DEFERRED ANNUITY CONTRACT
WITH CREDIT ENHANCEMENT**

- Guaranteed Interest Rates
- Choice of Guarantee Terms
- Annuities Payable in Fixed Dollar Amounts
- Death Benefit Amount Payable Before Annuity Date
- Multiple Annuity Payout Options
- Waiver of Withdrawal Charges in Certain Cases
- Non-Participating – No Dividends Are Payable

TABLE OF CONTENTS

CONTRACT SPECIFICATIONS	3
DEFINITION OF TERMS	4
GENERAL PROVISIONS	6
PURCHASE PAYMENTS	
Purchase Payment	8
Credit Enhancement.....	8
Recapture of Credit Enhancement	8
Purchase Payment Guarantee	8
INTEREST	
Interest Rate	9
Crediting Interest	9
Interest Adjustment.....	9
WITHDRAWAL PROVISIONS	
Withdrawals	10
Full Withdrawal	10
Systematic Withdrawals	10
Free Withdrawals.....	10
Withdrawal Charge	10
Waiver of Withdrawal Charges	10
DEATH BENEFIT PROVISIONS	
Death Benefit	11
Death Benefit Amount	11
Death of Annuitant	11
Death of Owner	11
Death of Owner Distribution Rules	12
BENEFICIARY PROVISIONS	
Designation of Beneficiary	13
Adding or Changing Your Beneficiary	13
ANNUITY PROVISIONS	
Date Annuity Payments Begin	14
Default Annuity Date and Annuity Option.....	14
Change of Annuity Date and Annuity Option	14
Application of Contract Value	14
Minimum Amount.....	14
Conversion to Current Rates.....	14
ANNUITY OPTIONS	
Option 1 – Life Only	15
Option 2 – Life with Period Certain.....	15
Option 3 – Joint and Survivor Life	15
Option 4 – Period Certain Only	15
ANNUITY OPTION TABLES	
Applicability of Rates	16
Basis of Computations	16
Rates Not Shown	16
TABLE OF GUARANTEED VALUES	19

CONTRACT SPECIFICATIONS

Contract Data

Contract Number:	[VA99999999]	Contract Date:	[01-01-2012]
Contract Type:	[Non-Qualified]	Purchase Payment Initial Amount:	[\$40,000]
Minimum Purchase Payment Amount:	[\$25,000]	Maximum Purchase Payment Amount Without Home Office Approval:	[\$1,000,000]
Owner(s):	[John Doe] [Jane Doe]	Maximum Issue Age:	[88]
Annuitant(s):	[John Doe] [Jane Doe]	Annuitant's Age:	[35] [35]
Annuity Date:	[01-01-2061]	Annuitant's Sex:	[Male]
Misstatement of Age and/or Sex Interest Rate:	[1.5%] per year	Annuitization Basis of Computations Interest Rate:	[1.5%]

INTEREST RATE AND GUARANTEE TERMS

Initial Guarantee Term: [5 Year]

<u>Purchase Payment</u>	<u>Initial Guaranteed Rate</u>
Under [\$100,000	2.00%
\$100,000 and above	2.20%]

Credit Enhancement: [0.50%]

Minimum Guaranteed Interest Rate:
[.50%] for Initial Guarantee Term; [1.00%] thereafter

CONTRACT SPECIFICATIONS (continued)

TABLE OF WITHDRAWAL CHARGE PERCENTAGES

<u>Contract Year</u>	<u>Withdrawal Charge Percentages</u>
[1	7%
2	7%
3	7%
4	6%
5	4%
6 and later	0%]

Service Center

Send Forms and written requests to:

Pacific Life Insurance Company
[P.O. Box 2378
Omaha, Nebraska 68103-2378]

Send Payments to:

Pacific Life Insurance Company
[P.O. Box 2290
Omaha, Nebraska 68103-2290]

Hours: [Between 6:00 am and 5:00 pm, Pacific Standard Time.]

Toll-Free Number for Contract Owners: [1-800-722-4448]

Toll-Free Number for Registered Representatives/Producers: [1-800-722-2333]

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints or you may call your state insurance department.

DEFINITION OF TERMS

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 89, as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date annuity payments are scheduled to begin. The Annuity Date is shown on the Contract Specifications page, unless later changed.

Annuity Options – Income options available for a series of payments beginning on the Annuity Date.

Beneficiary – The person you name who may receive any Death Benefit Amount or any remaining annuity benefits in accordance with the provisions of this Contract.

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

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 89 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 89 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown on the Contract Specifications page. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Value – The amount allocated to a Guarantee Term plus interest credited at the Guaranteed Rate, less withdrawals (including withdrawal charges) and less any applicable premium taxes. The Contract Value includes the value of any Credit Enhancements applied to the Contract.

Guarantee Term – A period during which we will credit interest at a Guaranteed Rate. The Initial Guarantee Term chosen by the Owner is shown on the Contract Specifications page.

Guaranteed Rate – The annual rate of interest that we declare from time to time and which is accrued daily. The Guaranteed Rate for any Guarantee Term will never be less than the Minimum Guaranteed Interest Rate shown on the Contract Specifications page. The Initial Guaranteed Rate is shown on the Contract Specifications Page and may be increased as provided under the Rate Advantage Feature provision.

Initial Guarantee Term – The Guarantee Term chosen by the Owner and established under the Contract as of the Contract Date which is shown on the Contract Specifications page.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of Death Benefit Amount.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners (“Joint Owners”). Any named Owner must be under Age 89 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 89 at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity (“IRA”) or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A, or 457 of the Code.

Service Center – Our mailing address shown on the Contract Specifications page. We will notify you of any change in our mailing address.

You and Your – The person or persons named as Owner(s) on the Contract Specifications page. If there are Joint Owners, you and your means both Joint Owners.

GENERAL PROVISIONS

Reports to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, and the transactions that have occurred since the last report. Such report will include the cash surrender value, if any, at the end of the current report period; and the amount of the death benefit at the end of the current report period. Additional status reports are available upon request.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all instructions and requests must be received in a form satisfactory to us at our Service Center. Requests for withdrawals received by us on any day usually will be processed within 24 hours unless the transaction or event is scheduled to occur on another day. If any transaction or event is scheduled to occur on a day that does not exist in a given calendar month, such transaction or event will be deemed to occur on the last day of the given calendar month.

Generally, all other instructions and requests normally will be effective as of the end of the day following the day such instructions and requests are received by us, unless the event is scheduled to occur on another day. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Any change in Owner, if permitted under the Contract, will be effective, unless otherwise specified by the Owner, on the date such change is signed, subject to any payments made or actions taken by us prior to our receipt of the notice.

Entire Contract – This Contract, the attached application and any riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – No provision of this Contract will be changed or waived unless made in writing by an authorized officer of the Company. No change will be made to this Contract that adversely affects your rights unless the change is required by law. Subject to any required regulatory approval, we may modify the Contract to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements. You will be provided with notice of any change affecting your Contract.

Basis of Values – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

Minimum Benefits – The benefits provided under this Contract are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, Model #805. Such benefits may be altered by additional amounts credited, partial withdrawals or full withdrawals as described in the applicable sections of this Contract.

Annuity Tax Qualification – This Contract is intended to qualify as an annuity contract for federal income tax purposes. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary.

Claims of Creditors – The Contract Value and other benefits under this Contract are not subject to the claims of your creditors, to the extent permitted by law.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law.

Assignment – If your contract is a Non-Qualified Contract, you may assign all rights and benefits under this Contract before the Annuity Date. The assignment must be in writing in a form satisfactory to us and received at our Service Center. The assignment is effective on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt of the notice. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payment – We may delay payment of any withdrawal or full surrender for a period of not more than six months after the requested effective date of the transaction, as permitted under applicable law. Any amount delayed will continue to earn interest until the end of the Guarantee Term at the Guaranteed Rate(s) then in effect and thereafter at an annual rate of not less than the Minimum Guaranteed Interest Rate shown on the Contract Specifications page.

Incontestability – We will not contest the validity of this Contract.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Premium Taxes – If applicable in the jurisdiction in which you reside, the amount of any premium tax imposed on us relating to this 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.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit on the Annuitant's or Owner's correct Age and/or sex, if applicable.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex of the Annuitant are incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started, and we have made overpayments, we will deduct the amount of the overpayment, with interest at the rate shown in the Contract Specifications, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at the rate shown in the Contract Specifications, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

PURCHASE PAYMENTS

Purchase Payment – This Contract will not be in force until we receive at our Service Center the Purchase Payment. The initial Purchase Payment amount is shown on the Contract Specifications page. Your Purchase Payment is allocated to the Initial Guarantee Term at the Initial Guaranteed Rate shown on the Contract Specifications page.

Upon the expiration of the Initial Guarantee Term, the Contract Value will continue to automatically renew for one year periods. You may obtain information on Guaranteed Rates and Guarantee Terms by using the toll free number shown on the Contract Specifications page. We will notify you of the effective Guaranteed Rate(s) and Guarantee Term(s) on your annual statement.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

Credit Enhancement – We will add a Credit Enhancement to the Contract Value at the time the Purchase Payment is applied to this Contract. The Credit Enhancement percentage is shown on the Contract Specifications page. The Credit Enhancement is treated as earnings for all purposes under the Contract and is not considered part of your Purchase Payment. Any applicable Purchase Payment Guarantee provision does not include any Credit Enhancement that was applied to the Purchase Payment.

Recapture of Credit Enhancement – If the Owner cancels the Contract in accordance with the Right to Cancel provision, we will deduct any Credit Enhancements previously applied to the Contract. If any Owner or sole surviving Annuitant dies in the first Contract Year, we will deduct from the Death Benefit amount any Credit Enhancements applied to the Contract (as described in the Death Benefit provision).

Purchase Payment Guarantee – Upon a full withdrawal, you will get an amount at least equal to:

- total Purchase Payments, minus
- prior partial withdrawals including any withdrawal charges on those prior partial withdrawals.

If you have not taken any partial withdrawals prior to the full withdrawal, then you will always get an amount at least equal to total Purchase Payments.

INTEREST

Interest Rate –The rate at which interest will be earned. We may declare guaranteed rates at any time. The Initial Guaranteed Rate that will apply to the Purchase Payment which is guaranteed for the length of the Initial Guarantee Term is shown on the Contract Specifications page, based on the Purchase Payment Amount. The Guaranteed Rate for any Guarantee Term will never be less than the Minimum Guaranteed Interest Rate shown on the Contract Specifications page for the applicable period.

After the expiration of the Initial Guarantee Term, and on all subsequent Contract Anniversaries, we will declare the renewal interest rate that the Contract Value will earn. Each rate will be guaranteed for one Contract Year and be effective on the Contract Anniversary.

Crediting Interest – Interest will be credited daily at a rate which compounds over one year to the annualized effective interest rate.

Interest Adjustment – We may adjust the Initial Guaranteed Rate on your Contract if the total Purchase Payment minus withdrawal amount exceeds the initial purchase payment breakpoint shown in the Contract Specifications based on the Total Purchase Payment Amount. If a subsequent payment received within ninety (90) days of the Contract Date causes the total Purchase Payment minus withdrawal amount to exceed the initial purchase payment breakpoint, the Initial Guaranteed Rate will be adjusted to the rate shown on the contract specification page for the higher breakpoint. This Interest Adjustment will be effective as of the date the initial breakpoint is exceeded.

WITHDRAWAL PROVISIONS

Withdrawals – You may withdraw all or a portion of the Contract Value while the Annuitant is living. Such withdrawals will be subject to applicable withdrawal charges and any applicable premium taxes. Withdrawals if taken before age 59 ½ may be subject to a 10% federal tax penalty. Consult a tax advisor for your specific circumstances. Withdrawals must occur at least 30 days after the Contract Date and before the Annuity Date.

Minimum Withdrawal Amount – the minimum amount that may be withdrawn is as follows:

- \$500 for each unscheduled Withdrawal
- \$250 for each systematic Withdrawal
- \$100 for each systematic Withdrawal paid by electronic funds transfer (EFT)

Your withdrawal, plus any withdrawal charge, will be deducted from your Contract Value. If any withdrawal reduces the Contract Value to an amount less than \$1,000, we may terminate the Contract and pay you the amount described in the **Full Withdrawal** provision.

Full Withdrawal – If you choose to make a full withdrawal, the Contract will terminate. We will pay you the greater of: (a) the Contract Value less any applicable withdrawal charges; or (b) the amount described in the **Purchase Payment Guarantee** provision.

Systematic Withdrawals – If you wish, you can choose between three systematic withdrawal options: (a) Fixed Amount; (b) Earned Interest Only; and (c) RMDs, all more fully explained below. We need at least 10 days notice to change or stop these options.

- (a) **Fixed Amount** – Expressed as either a dollar or percentage amount. The withdrawals can occur on a monthly, quarterly, semi-annual, and annual basis.
- (b) **Earned Interest Only** – Withdrawals of the prior period's earnings. For this purpose only, Credit Enhancements are excluded from earnings. The prior period is measured as the 12 months prior to the date of the withdrawals.
- (c) **RMDs** – Withdrawals intended to qualify as required minimum distributions for Qualified Contracts.

Free Withdrawals – During the first Contract Year, you may withdraw up to 10% of the Purchase Payments, less withdrawals, free of withdrawal charges. For each subsequent Contract Year, you may withdraw up to 10% of the Contract Value as of the prior Contract Anniversary free of withdrawal charges.

Withdrawal Charge – A withdrawal of all or a portion of the Contract Value may be subject to a withdrawal charge, as specified in the Contract Specifications. The withdrawal charge is equal to a percentage of the amount withdrawn from the Guarantee Term based on the Contract Year of withdrawal. The withdrawal charge percentages are shown on the Contract Specifications page.

Waiver of Withdrawal Charges – No withdrawal charge will be imposed:

- on withdrawals after the first Contract Year, if the Owner or Annuitant has been diagnosed as having a medically determinable condition indicating life expectancy of 12 months or less and we are provided with medical evidence satisfactory to us;
- on withdrawals designated to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- on withdrawals after 90 days from the Contract Date if the Owner or Annuitant has been confined to an accredited nursing home for 30 days or more, and was not confined to a nursing home on the Contract Date;
- after the first Contract Year, if the Contract Value is applied to provide an annuity option from us;
- on withdrawals that qualify as a 10% free withdrawal under the **Free Withdrawals** provision;
- on distributions resulting from the death of the first Owner or the sole surviving Annuitant before the Annuity Date.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force. The death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the “Notice Date”). Such proceeds will equal the Death Benefit Amount reduced by any charges for any applicable premium taxes and/or other taxes.

If the death benefit is payable in the first Contract Year, then the Death Benefit Amount will also be reduced by deductions for the unamortized amount of any Credit Enhancements applied to the Contract. The unamortized amount for each Credit Enhancement will be determined on a proportional basis for the period between the date of death and the date the Credit Enhancement was applied to the Contract.

If you are not also the Annuitant and in the event of simultaneous deaths of both you and the Annuitant, we will presume that you died first.

Death Benefit Amount – The Death Benefit Amount as of any day prior to the Annuity Date is equal to the Contract Value. The Death Benefit Amount may be payable in a lump sum, as an Annuity Option under this Contract or towards the purchase of any Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be paid as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner’s estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant, except for non-natural owners. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will pay the death benefit as provided under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If you are not the Annuitant and you die while the Annuitant is living and prior to the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are not also the Annuitant and in the event of simultaneous deaths of both you and the Annuitant, the death benefit will be calculated under the **Death of Annuitant** provision and payment will be made in accordance with this **Death of Owner** provision.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

If the Owner is a Non-Natural Owner, the rules set forth in these **Death of Owner Distribution Rules** apply in the event of the death or change of the Primary Annuitant.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408, 408A or 457 of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive the Death Benefit Amount, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. If you leave no surviving Beneficiary, your estate may receive the death benefit.

If more than one person is named within the same class of Beneficiary, any payment will be made in equal shares to the survivors or survivor of such persons, unless otherwise provided.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any Death Benefit Amount, nor for how the trustee disposes of any Death Benefit Amount. If before payment of any Death Benefit Amount, we receive proper notice that the trust has been revoked or is not in effect, then any Death Benefit Amount payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a written request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of the notice.

ANNUITY PROVISIONS

Date Annuity Payments Begin – Annuity payments will begin on the Annuity Date, if the Annuitant is living and the Contract has not been terminated. Once annuity payments begin, no changes can be made to the Annuity Option and no further withdrawals will be allowed.

Default Annuity Date and Annuity Option – If you have a Non-Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday or your younger Joint Annuitant's 95th birthday, whichever applies. If you have a Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday. Certain Qualified Contracts may require distributions to occur at an earlier age.

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Contract Value, less charges for premium taxes and/or other taxes, will be annuitized (if this net amount is at least \$5,000) as follows:

- If you have a Non-Qualified Contract, your default Annuity Option will be Life with a ten (10) year Period Certain; or
- If you have a Qualified Contract, your default Annuity Option will be Life with five (5) year Period Certain, or a shorter period certain as may be required by federal regulation. If you are married, different requirements may apply. Please contact your plan administrator for further information, if applicable.

If the net amount is less than \$5,000, the entire amount will be distributed in one lump sum.

Change of Annuity Date and Annuity Option – You may change the Annuity Date and/or Annuity Option by providing proper notice to us at least ten (10) days prior to the current Annuity Date or new Annuity Date, whichever is earlier.

The Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the younger Annuitant reaches his or her 95th birthday, or earlier as required by the Code.

Prior to the Annuity Date, the Annuity Option in effect may be changed to any other Annuity Option contained in this Contract or allowed by us, subject to the Code.

If this is a Qualified Contract, additional restrictions under your Qualified Plan may apply. You should consult with your Qualified Plan administrator before making your selection.

Application of Contract Value – On the Annuity Date, unless directed otherwise, we will apply the Contract Value, less any applicable premium taxes, to provide annuity payments under the Annuity Option selected.

Annuity benefits will not be less than those that would have been provided by the application of an amount to purchase any single consideration immediate annuity offered by us at the time annuity payments commence to the same class of annuitants.

Minimum Amount – The minimum amount that may be applied to provide annuity payments is \$5,000. You may elect to have annuity payments made monthly, quarterly, semiannually, or annually. Regardless of the frequency of payments, the minimum annuity payment that you may elect to receive is \$250. We reserve the right to reduce the frequency of payments or the period certain if the initial annuity payment is less than \$250.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- our current income factors in effect for this Contract; or
- our guaranteed income factors.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

Option 1 – Life Only. Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain. Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments. The interest rate used to determine the present value of the remaining guaranteed annuity payments is Moody's Long-Term Corporate Bond Yield Averages, updated monthly, or a similar corporate bond index, less 0.75%.

Option 3 – Joint and Survivor Life. Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant.

Option 4 – Period Certain Only. Periodic payments are made to the designated payee for a specified period. You may choose to have payments guaranteed ten (10) through thirty (30) years (in full years only). Additional options may become available in the future. If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments. The interest rate used to determine the present value of the remaining guaranteed annuity payments is Moody's Long-Term Corporate Bond Yield Averages, updated monthly, or a similar corporate bond index, less 0.75%.

ANNUITY OPTION TABLES

Applicability of Rates – The annuity rates contained in the tables on the following pages will be used to provide a minimum guaranteed monthly annuity. The rates shown are for each \$1,000 of value applied under the applicable Annuity Option and does not include any applicable premium taxes. Any applicable premium taxes will be withdrawn as described in the **Premium Taxes** provision.

For some Qualified Plans and in some states, the use of sex-distinct income factors is prohibited. Therefore, we use blended (50% male and 50% female) unisex income factors for life payment options, for both male and female Annuitants.

Basis of Computations – The actuarial basis for the annuity rates contained in the tables is the Annuity 2000 Mortality Table with the ages set back 10 years and with interest at the annual rate shown in the Contract Specifications.

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS

Age	Male at 1.5%			Female at 1.5%			Unisex at 1.5%		
	Life Only	Life with Guaranteed Period Certain		Life Only	Life with Guaranteed Period Certain		Life Only	Life with Guaranteed Period Certain	
		10 Yr.	20 Yr.		10 Yr.	20 Yr.		10 Yr.	20 Yr.
30	2.09	2.09	2.08	2.01	2.01	2.00	2.05	2.05	2.04
35	2.20	2.20	2.19	2.10	2.10	2.10	2.15	2.15	2.15
40	2.33	2.33	2.32	2.22	2.22	2.21	2.28	2.27	2.27
45	2.49	2.49	2.47	2.36	2.36	2.35	2.43	2.42	2.41
50	2.69	2.68	2.66	2.53	2.53	2.51	2.61	2.61	2.59
55	2.94	2.93	2.88	2.74	2.73	2.71	2.84	2.83	2.80
60	3.24	3.22	3.14	3.00	2.99	2.95	3.12	3.11	3.05
65	3.63	3.60	3.45	3.34	3.32	3.24	3.49	3.46	3.35
70	4.15	4.07	3.79	3.78	3.74	3.58	3.96	3.91	3.69
75	4.85	4.69	4.14	4.37	4.28	3.96	4.61	4.49	4.05
80	5.82	5.45	4.44	5.19	5.00	4.32	5.50	5.23	4.39
85	7.15	6.32	4.65	6.39	5.91	4.60	6.76	6.12	4.63
90	9.01	7.22	4.76	8.16	6.93	4.75	8.58	7.08	4.75
95	11.61	8.00	4.81	10.79	7.86	4.80	11.20	7.93	4.80

OPTION 3 – JOINT AND 50% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	60	2.96	3.16	3.39	3.64	3.91	4.20
	65	3.03	3.27	3.54	3.84	4.16	4.49
	70	3.10	3.37	3.69	4.04	4.43	4.84
	75	3.15	3.46	3.82	4.24	4.72	5.23
	80	3.18	3.52	3.93	4.43	5.00	5.64
	85	3.21	3.57	4.01	4.58	5.26	6.06

		Unisex Age (Primary Annuitant)					
		60	65	70	75	80	85
Unisex Age	60	2.91	3.13	3.36	3.63	3.92	4.23
	65	2.97	3.22	3.50	3.81	4.15	4.52
	70	3.02	3.30	3.62	3.99	4.40	4.85
	75	3.06	3.36	3.73	4.16	4.66	5.21
	80	3.08	3.41	3.81	4.30	4.89	5.58
	85	3.10	3.44	3.87	4.41	5.10	5.93

OPTION 3 – JOINT AND 66 2/3% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	[60	2.87	3.03	3.20	3.36	3.53	3.69
	65	2.97	3.17	3.38	3.59	3.80	4.00
	70	3.05	3.29	3.56	3.83	4.11	4.37
	75	3.11	3.40	3.72	4.07	4.44	4.80
	80	3.16	3.48	3.86	4.30	4.78	5.27
	85	3.19	3.54	3.97	4.49	5.10	5.76

OPTION 3 – JOINT AND 100% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	[60	2.72	2.80	2.87	2.92	2.95	2.97
	65	2.85	2.98	3.09	3.18	3.24	3.28
	70	2.96	3.15	3.32	3.47	3.58	3.66
	75	3.05	3.29	3.54	3.77	3.97	4.12
	80	3.12	3.41	3.73	4.07	4.39	4.66
	85	3.17	3.50	3.89	4.33	4.80	5.25

OPTION 4 – PERIOD CERTAIN ONLY

<u>Years</u>	<u>Income</u>
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85

<u>Years</u>	<u>Income</u>
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28

<u>Years</u>	<u>Income</u>
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44

TABLE OF GUARANTEED VALUES

The values shown below assume that the Purchase Payment of \$25,000 is paid on the Contract Date and allocated to a Guarantee Term of [5] years with interest accumulated at the minimum guaranteed rate of [1]% per year and a Credit Enhancement of 0.50%. The values further assume that no withdrawals have been made, no premium taxes paid and that the Contract Value renews for 1 year periods after the Initial Guarantee Term.

The Contract Value for end of Contract Years 1 through [5] reflects the waiver of withdrawal charges on amounts up to the Free Withdrawal amount. The Free Withdrawal amount in Contract Year 1 is 10% of total Purchase Payments less total withdrawals. The Free Withdrawal amount after Contract Year 1 is 10% of the previous Contract Year's ending Contract Value. The full withdrawal value will never be less than total Purchase Payments paid less total withdrawals taken, less prior withdrawal charges.

We may credit an annual interest rate during a Guarantee Term that is higher than the Minimum Guaranteed Interest Rate.

<u>End of Contract Year</u>	<u>Contract Value</u>	<u>Full Withdrawal Value</u>
1	[\$25,376.25	\$25,000.00
2	25,630.01	25,000.00
3	25,886.31	25,000.00
4	26,145.17	25,000.00
5	26,406.62	25,454.94
6	26,670.69	26,670.69
7	26,937.40	26,937.40
8	27,206.77	27,206.77
9	27,478.84	27,478.84
10	27,753.63	27,753.63
11	28,031.17	28,031.17
12	28,311.48	28,311.48
13	28,594.59	28,594.59
14	28,880.54	28,880.54
15	29,169.35	29,169.35
16	29,461.04	29,461.04
17	29,755.65	29,755.65
18	30,053.21	30,053.21
19	30,353.74	30,353.74
20	30,657.28	30,657.28]



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

**INDIVIDUAL LIMITED PREMIUM DEFERRED ANNUITY CONTRACT
WITH CREDIT ENHANCEMENT**

Guaranteed Interest Rates
Choice of Guarantee Terms
Annuities Payable in Fixed Dollar Amounts
Death Benefit Amount Payable Before Annuity Date
Multiple Annuity Payout Options
Waiver of Withdrawal Charges in Certain Cases
Non-Participating – No Dividends Are Payable



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company, (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

We have issued this Contract in consideration of the application and payment of the Purchase Payment.

THE DEATH BENEFIT PROVIDED UNDER THIS CONTRACT WILL BE REDUCED BY ANY RECAPTURE MADE IN ACCORDANCE WITH THE RECAPTURE OF CREDIT ENHANCEMENT PROVISION.

Right to Cancel – You may return this Contract within 20 days of receipt. To do so, mail it to us at our Service Center or to the agent who sold it to you. No charges will be imposed and we will refund any Purchase Payments minus any Credit Enhancements applied to the Contract.

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY

[

Chairman and Chief Executive Officer

Secretary

]

**INDIVIDUAL LIMITED PREMIUM DEFERRED ANNUITY CONTRACT
WITH CREDIT ENHANCEMENT**

- Guaranteed Interest Rates
- Choice of Guarantee Terms
- Optional Rate Advantage Feature
- Annuities Payable in Fixed Dollar Amounts
- Death Benefit Amount Payable Before Annuity Date
- Multiple Annuity Payout Options
- Waiver of Withdrawal Charges in Certain Cases
- Non-Participating – No Dividends Are Payable

TABLE OF CONTENTS

CONTRACT SPECIFICATIONS	3
DEFINITION OF TERMS	4
GENERAL PROVISIONS	6
PURCHASE PAYMENTS	
Purchase Payment	8
Credit Enhancement.....	8
Recapture of Credit Enhancement	8
Purchase Payment Guarantee	8
INTEREST	
Interest Rate	9
Crediting Interest	9
Interest Adjustment.....	9
Rate Advantage Feature	9
Automatic Interest Rate Reset	9
WITHDRAWAL PROVISIONS	
Withdrawals	10
Full Withdrawal.....	10
Systematic Withdrawals	10
Free Withdrawals.....	10
Withdrawal Charge	10
Waiver of Withdrawal Charges	10
DEATH BENEFIT PROVISIONS	
Death Benefit	11
Death Benefit Amount	11
Death of Annuitant	11
Death of Owner	11
Death of Owner Distribution Rules	12
BENEFICIARY PROVISIONS	
Designation of Beneficiary	13
Adding or Changing Your Beneficiary	13
ANNUITY PROVISIONS	
Date Annuity Payments Begin	14
Default Annuity Date and Annuity Option.....	14
Change of Annuity Date and Annuity Option	14
Application of Contract Value	14
Minimum Amount.....	14
Conversion to Current Rates.....	14
ANNUITY OPTIONS	
Option 1 – Life Only	15
Option 2 – Life with Period Certain.....	15
Option 3 – Joint and Survivor Life	15
Option 4 – Period Certain Only	15
ANNUITY OPTION TABLES	
Applicability of Rates	16
Basis of Computations	16
Rates Not Shown	16
TABLE OF GUARANTEED VALUES	19

CONTRACT SPECIFICATIONS

Contract Data

Contract Number:	[VA99999999]	Contract Date:	[01-01-2012]
		Purchase Payment Initial Amount:	[\$40,000]
Contract Type:	[Non-Qualified]		
Minimum Purchase Payment Amount:	[\$25,000]	Maximum Purchase Payment Amount Without Home Office Approval:	[\$1,000,000]
Owner(s):	[John Doe] [Jane Doe]	Maximum Issue Age:	[88]
Annuitant(s):	[John Doe] [Jane Doe]	Annuitant's Age:	[35] [35]
Annuity Date:	[01-01-2061]	Annuitant's Sex:	[Male]
Misstatement of Age and/or Sex Interest Rate:	[1.5%] per year	Annuitization Basis of Computations Interest Rate:	[1.5%]

INTEREST RATE AND GUARANTEE TERMS WITH RATE ADVANTAGE FEATURE

Initial Guarantee Term: [5 Year]

<u>Purchase Payment</u>	<u>Initial Guaranteed Rate</u>
Under [\$100,000	2.00%
\$100,000 and above	2.20%]

Credit Enhancement: [0.50%]

Minimum Guaranteed Interest Rate:
[.50%] for Initial Guarantee Term; [1.00%] thereafter

Maximum Adjusted Guaranteed Rate: [5 Year Term]

<u>Purchase Payment</u>	<u>[Under \$100,000</u>	<u>\$100,000 & above]</u>
1 st Anniversary	[2.50%	2.55%
2 nd Anniversary	2.70%	2.75%
3 rd Anniversary	3.10%	3.15%
4 th Anniversary	4.00%	4.05%]

CONTRACT SPECIFICATIONS (continued)

TABLE OF WITHDRAWAL CHARGE PERCENTAGES

<u>Contract Year</u>	<u>Withdrawal Charge Percentages</u>
[1	7%
2	7%
3	7%
4	6%
5	4%
6 and later	0%]

Service Center

Send Forms and written requests to:

Pacific Life Insurance Company
[P.O. Box 2378
Omaha, Nebraska 68103-2378]

Send Payments to:

Pacific Life Insurance Company
[P.O. Box 2290
Omaha, Nebraska 68103-2290]

Hours: [Between 6:00 am and 5:00 pm, Pacific Standard Time.]

Toll-Free Number for Contract Owners: [1-800-722-4448]

Toll-Free Number for Registered Representatives/Producers: [1-800-722-2333]

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints or you may call your state insurance department

DEFINITION OF TERMS

Adjusted Guaranteed Rate –The interest rate that is effective on the Contract Anniversary when the Rate Advantage Feature is utilized and which will remain in effect for the remainder of the Initial Guarantee Term. Such rate will be the new money rate in effect on the Contract Anniversary for the same Guarantee Term and premium breakpoint for contracts with similar features, subject to the applicable Maximum Adjusted Guaranteed Rate shown in the Contract Specifications.

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 89, as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date annuity payments are scheduled to begin. The Annuity Date is shown on the Contract Specifications page, unless later changed.

Annuity Options – Income options available for a series of payments beginning on the Annuity Date.

Beneficiary – The person you name who may receive any Death Benefit Amount or any remaining annuity benefits in accordance with the provisions of this Contract.

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

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 89 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 89 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown on the Contract Specifications page. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Value – The amount allocated to a Guarantee Term plus interest credited at the Guaranteed Rate, less withdrawals (including withdrawal charges) and less any applicable premium taxes. The Contract Value includes the value of any Credit Enhancements applied to the Contract.

Guarantee Term – A period during which we will credit interest at a Guaranteed Rate. The Initial Guarantee Term chosen by the Owner is shown on the Contract Specifications page.

Guaranteed Rate – The annual rate of interest that we declare from time to time and which is accrued daily. The Guaranteed Rate for any Guarantee Term will never be less than the Minimum Guaranteed Interest Rate shown on the Contract Specifications page. The Initial Guaranteed Rate is shown on the Contract Specifications Page and may be increased as provided under the Rate Advantage Feature provision.

Initial Guarantee Term – The Guarantee Term chosen by the Owner and established under the Contract as of the Contract Date which is shown on the Contract Specifications page.

Maximum Adjusted Guaranteed Rate – The maximum interest rate the Initial Guaranteed Rate can be reset to on any Contract Anniversary when the Rate Advantage Feature is utilized.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of Death Benefit Amount.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners (“Joint Owners”). Any named Owner must be under Age 89 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 89 at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity (“IRA”) or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A, or 457 of the Code.

Service Center – Our mailing address shown on the Contract Specifications page. We will notify you of any change in our mailing address.

You and Your – The person or persons named as Owner(s) on the Contract Specifications page. If there are Joint Owners, you and your means both Joint Owners.

GENERAL PROVISIONS

Reports to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, and the transactions that have occurred since the last report. Such report will include the cash surrender value, if any, at the end of the current report period; and the amount of the death benefit at the end of the current report period. Additional status reports are available upon request.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all instructions and requests must be received in a form satisfactory to us at our Service Center. Requests for withdrawals received by us on any day usually will be processed within 24 hours unless the transaction or event is scheduled to occur on another day. If any transaction or event is scheduled to occur on a day that does not exist in a given calendar month, such transaction or event will be deemed to occur on the last day of the given calendar month.

Generally, all other instructions and requests normally will be effective as of the end of the day following the day such instructions and requests are received by us, unless the event is scheduled to occur on another day. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Any change in Owner, if permitted under the Contract, will be effective, unless otherwise specified by the Owner, on the date such change is signed, subject to any payments made or actions taken by us prior to our receipt of the notice.

Entire Contract – This Contract, the attached application and any riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – No provision of this Contract will be changed or waived unless made in writing by an authorized officer of the Company. No change will be made to this Contract that adversely affects your rights unless the change is required by law. Subject to any required regulatory approval, we may modify the Contract to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements. You will be provided with notice of any change affecting your Contract.

Annuity Tax Qualification – This Contract is intended to qualify as an annuity contract for federal income tax purposes. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary.

Basis of Values – A detailed statement showing how values are determined has been filed in accordance with state insurance requirements. All values and reserves are at least equal to those required by the laws of the state in which this Contract is issued.

Minimum Benefits – The benefits provided under this Contract are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, Model #805. Such benefits may be altered by additional amounts credited, partial withdrawals or full withdrawals as described in the applicable sections of this Contract.

Claims of Creditors – The Contract Value and other benefits under this Contract are not subject to the claims of your creditors, to the extent permitted by law.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law.

Assignment – If your contract is a Non-Qualified Contract, you may assign all rights and benefits under this Contract before the Annuity Date. The assignment must be in writing in a form satisfactory to us and received at our Service Center. The assignment is effective on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt of the notice. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payment – We may delay payment of any withdrawal or full surrender for a period of not more than six months after the requested effective date of the transaction, as permitted under applicable law. Any amount delayed will continue to earn interest until the end of the Guarantee Term at the Guaranteed Rate(s) then in effect and thereafter at an annual rate of not less than the Minimum Guaranteed Interest Rate shown on the Contract Specifications page.

Incontestability – We will not contest the validity of this Contract.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Premium Taxes – If applicable in the jurisdiction in which you reside, the amount of any premium tax imposed on us relating to this 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.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit on the Annuitant's or Owner's correct Age and/or sex, if applicable.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex of the Annuitant are incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started, and we have made overpayments, we will deduct the amount of the overpayment, with interest at the rate shown in the Contract Specifications, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at the rate shown in the Contract Specifications, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

PURCHASE PAYMENTS

Purchase Payment – This Contract will not be in force until we receive at our Service Center the Purchase Payment. The initial Purchase Payment amount is shown on the Contract Specifications page. Your Purchase Payment is allocated to the Initial Guarantee Term at the Initial Guaranteed Rate shown on the Contract Specifications page.

Upon the expiration of the Initial Guarantee Term, the Contract Value will continue to automatically renew for one year periods. You may obtain information on Guaranteed Rates and Guarantee Terms by using the toll free number shown on the Contract Specifications page. We will notify you of the effective Guaranteed Rate(s) and Guarantee Term(s) on your annual statement.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

Credit Enhancement – We will add a Credit Enhancement to the Contract Value at the time the Purchase Payment is applied to this Contract. The Credit Enhancement percentage is shown on the Contract Specifications page. The Credit Enhancement is treated as earnings for all purposes under the Contract and is not considered part of your Purchase Payment. Any applicable Purchase Payment Guarantee provision does not include any Credit Enhancement that was applied to the Purchase Payment.

Recapture of Credit Enhancement – If the Owner cancels the Contract in accordance with the Right to Cancel provision, we will deduct any Credit Enhancements previously applied to the Contract. If any Owner or sole surviving Annuitant dies in the first Contract Year, we will deduct from the Death Benefit amount any Credit Enhancements applied to the Contract (as described in the Death Benefit provision).

Purchase Payment Guarantee – Upon a full withdrawal, you will get an amount at least equal to:

- total Purchase Payments, minus
- prior partial withdrawals including any withdrawal charges on those prior partial withdrawals.

If you have not taken any partial withdrawals prior to the full withdrawal, then you will always get an amount at least equal to total Purchase Payments.

INTEREST

Interest Rate –The rate at which interest will be earned. We may declare guaranteed rates at any time. The Initial Guaranteed Rate that will apply to the Purchase Payment which is guaranteed for the length of the Initial Guarantee Term is shown on the Contract Specifications page, based on the Purchase Payment Amount. The Guaranteed Rate for any Guarantee Term will never be less than the Minimum Guaranteed Interest Rate shown on the Contract Specifications page for the applicable period.

After the expiration of the Initial Guarantee Term, and on all subsequent Contract Anniversaries, we will declare the renewal interest rate that the Contract Value will earn. Each rate will be guaranteed for one Contract Year and be effective on the Contract Anniversary.

Crediting Interest – Interest will be credited daily at a rate which compounds over one year to the annualized effective interest rate.

Interest Adjustment – We may adjust the Initial Guaranteed Rate on your Contract if the total Purchase Payment minus withdrawal amount exceeds the initial purchase payment breakpoint shown in the Contract Specifications based on the Total Purchase Payment Amount. If a subsequent payment received within ninety (90) days of the Contract Date causes the total Purchase Payment minus withdrawal amount to exceed the initial purchase payment breakpoint, the Initial Guaranteed Rate will be adjusted to the rate shown on the contract specification page for the higher breakpoint. This Interest Adjustment will be effective as of the date the initial breakpoint is exceeded.

Rate Advantage Feature – On any one Contract Anniversary during the Initial Guarantee Term, if the current new money interest rate for the same Guarantee Term and premium breakpoint for contracts with similar features is higher, the owner has the option to make a one-time election to reset their Initial Guaranteed Rate to the Adjusted Guaranteed Interest Rate, subject to the Maximum Adjusted Guaranteed Rate as shown in the Contract Specifications, based on the total Purchase Payment amount. This election can be made one time only during the Initial Guarantee Term. Once elected, the Adjusted Guaranteed Rate will be effective as of the Contract Anniversary this Rate Advantage Feature is utilized and will remain in effect for the remainder of the Initial Guarantee Term. The Owner will receive a confirmation of the new rate. In the event that a new money Guaranteed Rate for the same Guarantee Term and premium breakpoint is not available, we will declare a rate solely for this purpose that is consistent with rates for Guarantee Terms that are currently available.

Automatic Interest Rate Reset - If on the Contract Anniversary preceding the expiration of the Initial Guarantee Term, the Rate Advantage Feature has not previously been utilized and the current new money interest rate for the same Guarantee Term and premium breakpoint for contracts with similar features is higher, the rate will automatically increase, subject to the Maximum Adjusted Guaranteed Rate as shown in the Contract Specifications. The Adjusted Guaranteed Rate will be effective as of the applicable Contract Anniversary and will remain in effect for the remainder of the Initial Guarantee Term. The Owner will receive a confirmation of the new rate. In the event that a new money Guaranteed Rate for the same Guarantee Term and premium breakpoint is not available, we will declare a rate solely for this purpose that is consistent with rates for Guarantee Terms that are currently available.

WITHDRAWAL PROVISIONS

Withdrawals – You may withdraw all or a portion of the Contract Value while the Annuitant is living. Such withdrawals will be subject to applicable withdrawal charges and any applicable premium taxes. Withdrawals if taken before age 59 ½ may be subject to a 10% federal tax penalty. Consult a tax advisor for your specific circumstances. Withdrawals must occur at least 30 days after the Contract Date and before the Annuity Date.

Minimum Withdrawal Amount – the minimum amount that may be withdrawn is as follows:

- \$500 for each unscheduled Withdrawal
- \$250 for each systematic Withdrawal
- \$100 for each systematic Withdrawal paid by electronic funds transfer (EFT)

Your withdrawal, plus any withdrawal charge, will be deducted from your Contract Value. If any withdrawal reduces the Contract Value to an amount less than \$1,000, we may terminate the Contract and pay you the amount described in the **Full Withdrawal** provision.

Full Withdrawal – If you choose to make a full withdrawal, the Contract will terminate. We will pay you the greater of: (a) the Contract Value less any applicable withdrawal charges; or (b) the amount described in the **Purchase Payment Guarantee** provision.

Systematic Withdrawals – If you wish, you can choose between three systematic withdrawal options: (a) Fixed Amount; (b) Earned Interest Only; and (c) RMDs, all more fully explained below. We need at least 10 days notice to change or stop these options.

- (a) **Fixed Amount** – Expressed as either a dollar or percentage amount. The withdrawals can occur on a monthly, quarterly, semi-annual, and annual basis.
- (b) **Earned Interest Only** – Withdrawals of the prior period's earnings. For this purpose only, Credit Enhancements are excluded from earnings. The prior period is measured as the 12 months prior to the date of the withdrawals.
- (c) **RMDs** – Withdrawals intended to qualify as required minimum distributions for Qualified Contracts.

Free Withdrawals – During the first Contract Year, you may withdraw up to 10% of the Purchase Payments, less withdrawals, free of withdrawal charges. For each subsequent Contract Year, you may withdraw up to 10% of the Contract Value as of the prior Contract Anniversary free of withdrawal charges.

Withdrawal Charge – A withdrawal of all or a portion of the Contract Value may be subject to a withdrawal charge, as specified in the Contract Specifications. The withdrawal charge is equal to a percentage of the amount withdrawn from the Guarantee Term based on the Contract Year of withdrawal. The withdrawal charge percentages are shown on the Contract Specifications page.

Waiver of Withdrawal Charges – No withdrawal charge will be imposed:

- on withdrawals after the first Contract Year, if the Owner or Annuitant has been diagnosed as having a medically determinable condition indicating life expectancy of 12 months or less and we are provided with medical evidence satisfactory to us;
- on withdrawals designated to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- on withdrawals after 90 days from the Contract Date if the Owner or Annuitant has been confined to an accredited nursing home for 30 days or more, and was not confined to a nursing home on the Contract Date;
- after the first Contract Year, if the Contract Value is applied to provide an annuity option from us;
- on withdrawals that qualify as a 10% free withdrawal under the **Free Withdrawals** provision;
- on distributions resulting from the death of the first Owner or the sole surviving Annuitant before the Annuity Date.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force. The death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the “Notice Date”). Such proceeds will equal the Death Benefit Amount reduced by any charges for any applicable premium taxes and/or other taxes.

If the death benefit is payable in the first Contract Year, then the Death Benefit Amount will also be reduced by deductions for the unamortized amount of any Credit Enhancements applied to the Contract. The unamortized amount for each Credit Enhancement will be determined on a proportional basis for the period between the date of death and the date the Credit Enhancement was applied to the Contract.

If you are not also the Annuitant and in the event of simultaneous deaths of both you and the Annuitant, we will presume that you died first.

Death Benefit Amount – The Death Benefit Amount as of any day prior to the Annuity Date is equal to the Contract Value. The Death Benefit Amount may be payable in a lump sum, as an Annuity Option under this Contract or towards the purchase of any Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be paid as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner’s estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant, except for non-natural owners. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will pay the death benefit as provided under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If you are not the Annuitant and you die while the Annuitant is living and prior to the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are not also the Annuitant and in the event of simultaneous deaths of both you and the Annuitant, the death benefit will be calculated under the **Death of Annuitant** provision and payment will be made in accordance with this **Death of Owner** provision.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

If the Owner is a Non-Natural Owner, the rules set forth in these **Death of Owner Distribution Rules** apply in the event of the death or change of the Primary Annuitant.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408, 408A or 457 of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive the Death Benefit Amount, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. If you leave no surviving Beneficiary, your estate may receive the death benefit.

If more than one person is named within the same class of Beneficiary, any payment will be made in equal shares to the survivors or survivor of such persons, unless otherwise provided.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any Death Benefit Amount, nor for how the trustee disposes of any Death Benefit Amount. If before payment of any Death Benefit Amount, we receive proper notice that the trust has been revoked or is not in effect, then any Death Benefit Amount payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a written request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of the notice.

ANNUITY PROVISIONS

Date Annuity Payments Begin – Annuity payments will begin on the Annuity Date, if the Annuitant is living and the Contract has not been terminated. Once annuity payments begin, no changes can be made to the Annuity Option and no further withdrawals will be allowed.

Default Annuity Date and Annuity Option – If you have a Non-Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday or your younger Joint Annuitant's 95th birthday, whichever applies. If you have a Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday. Certain Qualified Contracts may require distributions to occur at an earlier age.

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Contract Value, less charges for premium taxes and/or other taxes, will be annuitized (if this net amount is at least \$5,000) as follows:

- If you have a Non-Qualified Contract, your default Annuity Option will be Life with a ten (10) year Period Certain; or
- If you have a Qualified Contract, your default Annuity Option will be Life with five (5) year Period Certain, or a shorter period certain as may be required by federal regulation. If you are married, different requirements may apply. Please contact your plan administrator for further information, if applicable.

If the net amount is less than \$5,000, the entire amount will be distributed in one lump sum.

Change of Annuity Date and Annuity Option – You may change the Annuity Date and/or Annuity Option by providing proper notice to us at least ten (10) days prior to the current Annuity Date or new Annuity Date, whichever is earlier.

The Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the younger Annuitant reaches his or her 95th birthday, or earlier as required by the Code.

Prior to the Annuity Date, the Annuity Option in effect may be changed to any other Annuity Option contained in this Contract or allowed by us, subject to any state law or the Code.

If this is a Qualified Contract, additional restrictions under your Qualified Plan may apply. You should consult with your Qualified Plan administrator before making your selection.

Application of Contract Value – On the Annuity Date, unless directed otherwise, we will apply the Contract Value, less any applicable premium taxes, to provide annuity payments under the Annuity Option selected.

Annuity benefits will not be less than those that would have been provided by the application of an amount to purchase any single consideration immediate annuity offered by us at the time annuity payments commence to the same class of annuitants.

Minimum Amount – The minimum amount that may be applied to provide annuity payments is \$5,000. You may elect to have annuity payments made monthly, quarterly, semiannually, or annually. Regardless of the frequency of payments, the minimum annuity payment that you may elect to receive is \$250. We reserve the right to reduce the frequency of payments or the period certain if the initial annuity payment is less than \$250.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- our current income factors in effect for this Contract; or
- our guaranteed income factors.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

Option 1 – Life Only. Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain. Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments. The interest rate used to determine the present value of the remaining guaranteed annuity payments is Moody's Long-Term Corporate Bond Yield Averages, updated monthly, or a similar corporate bond index, less 0.75%.

Option 3 – Joint and Survivor Life. Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant.

Option 4 – Period Certain Only. Periodic payments are made to the designated payee for a specified period. You may choose to have payments guaranteed ten (10) through thirty (30) years (in full years only). Additional options may become available in the future. If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments. The interest rate used to determine the present value of the remaining guaranteed annuity payments is Moody's Long-Term Corporate Bond Yield Averages, updated monthly, or a similar corporate bond index, less 0.75%.

ANNUITY OPTION TABLES

Applicability of Rates – The annuity rates contained in the tables on the following pages will be used to provide a minimum guaranteed monthly annuity. The rates shown are for each \$1,000 of value applied under the applicable Annuity Option and does not include any applicable premium taxes. Any applicable premium taxes will be withdrawn as described in the **Premium Taxes** provision.

For some Qualified Plans and in some states, the use of sex-distinct income factors is prohibited. Therefore, we use blended (50% male and 50% female) unisex income factors for life payment options, for both male and female Annuitants.

Basis of Computations – The actuarial basis for the annuity rates contained in the tables is the Annuity 2000 Mortality Table with the ages set back 10 years and with interest at the annual rate shown in the Contract Specifications.

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS

Age	Male at 1.5%			Female at 1.5%			Unisex at 1.5%		
	Life Only	Life with Guaranteed Period Certain		Life Only	Life with Guaranteed Period Certain		Life Only	Life with Guaranteed Period Certain	
		10 Yr.	20 Yr.		10 Yr.	20 Yr.		10 Yr.	20 Yr.
30	2.09	2.09	2.08	2.01	2.01	2.00	2.05	2.05	2.04
35	2.20	2.20	2.19	2.10	2.10	2.10	2.15	2.15	2.15
40	2.33	2.33	2.32	2.22	2.22	2.21	2.28	2.27	2.27
45	2.49	2.49	2.47	2.36	2.36	2.35	2.43	2.42	2.41
50	2.69	2.68	2.66	2.53	2.53	2.51	2.61	2.61	2.59
55	2.94	2.93	2.88	2.74	2.73	2.71	2.84	2.83	2.80
60	3.24	3.22	3.14	3.00	2.99	2.95	3.12	3.11	3.05
65	3.63	3.60	3.45	3.34	3.32	3.24	3.49	3.46	3.35
70	4.15	4.07	3.79	3.78	3.74	3.58	3.96	3.91	3.69
75	4.85	4.69	4.14	4.37	4.28	3.96	4.61	4.49	4.05
80	5.82	5.45	4.44	5.19	5.00	4.32	5.50	5.23	4.39
85	7.15	6.32	4.65	6.39	5.91	4.60	6.76	6.12	4.63
90	9.01	7.22	4.76	8.16	6.93	4.75	8.58	7.08	4.75
95	11.61	8.00	4.81	10.79	7.86	4.80	11.20	7.93	4.80

OPTION 3 – JOINT AND 50% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	60	2.96	3.16	3.39	3.64	3.91	4.20
	65	3.03	3.27	3.54	3.84	4.16	4.49
	70	3.10	3.37	3.69	4.04	4.43	4.84
	75	3.15	3.46	3.82	4.24	4.72	5.23
	80	3.18	3.52	3.93	4.43	5.00	5.64
	85	3.21	3.57	4.01	4.58	5.26	6.06

		Unisex Age (Primary Annuitant)					
		60	65	70	75	80	85
Unisex Age	60	2.91	3.13	3.36	3.63	3.92	4.23
	65	2.97	3.22	3.50	3.81	4.15	4.52
	70	3.02	3.30	3.62	3.99	4.40	4.85
	75	3.06	3.36	3.73	4.16	4.66	5.21
	80	3.08	3.41	3.81	4.30	4.89	5.58
	85	3.10	3.44	3.87	4.41	5.10	5.93

OPTION 3 – JOINT AND 66 2/3% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	[60	2.87	3.03	3.20	3.36	3.53	3.69
	65	2.97	3.17	3.38	3.59	3.80	4.00
	70	3.05	3.29	3.56	3.83	4.11	4.37
	75	3.11	3.40	3.72	4.07	4.44	4.80
	80	3.16	3.48	3.86	4.30	4.78	5.27
	85	3.19	3.54	3.97	4.49	5.10	5.76

OPTION 3 – JOINT AND 100% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	[60	2.72	2.80	2.87	2.92	2.95	2.97
	65	2.85	2.98	3.09	3.18	3.24	3.28
	70	2.96	3.15	3.32	3.47	3.58	3.66
	75	3.05	3.29	3.54	3.77	3.97	4.12
	80	3.12	3.41	3.73	4.07	4.39	4.66
	85	3.17	3.50	3.89	4.33	4.80	5.25

OPTION 4 – PERIOD CERTAIN ONLY

<u>Years</u>	<u>Income</u>
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85

<u>Years</u>	<u>Income</u>
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28

<u>Years</u>	<u>Income</u>
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44

TABLE OF GUARANTEED VALUES

The values shown below assume that the Purchase Payment of \$25,000 is paid on the Contract Date and allocated to a Guarantee Term of [5] years with interest accumulated at the minimum guaranteed rate of [1]% per year and a Credit Enhancement of 0.50%. The values further assume that no withdrawals have been made, no premium taxes paid and that the Contract Value renews for 1 year periods after the Initial Guarantee Term.

The Contract Value for end of Contract Years 1 through [5] reflects the waiver of withdrawal charges on amounts up to the Free Withdrawal amount. The Free Withdrawal amount in Contract Year 1 is 10% of total Purchase Payments less total withdrawals. The Free Withdrawal amount after Contract Year 1 is 10% of the previous Contract Year's ending Contract Value. The full withdrawal value will never be less than total Purchase Payments paid less total withdrawals taken, less prior withdrawal charges.

We may credit an annual interest rate during a Guarantee Term that is higher than the Minimum Guaranteed Interest Rate.

<u>End of Contract Year</u>	<u>Contract Value</u>	<u>Full Withdrawal Value</u>
1	[\$25,376.25	\$25,000.00
2	25,630.01	25,000.00
3	25,886.31	25,000.00
4	26,145.17	25,000.00
5	26,406.62	25,454.94
6	26,670.69	26,670.69
7	26,937.40	26,937.40
8	27,206.77	27,206.77
9	27,478.84	27,478.84
10	27,753.63	27,753.63
11	28,031.17	28,031.17
12	28,311.48	28,311.48
13	28,594.59	28,594.59
14	28,880.54	28,880.54
15	29,169.35	29,169.35
16	29,461.04	29,461.04
17	29,755.65	29,755.65
18	30,053.21	30,053.21
19	30,353.74	30,353.74
20	30,657.28	30,657.28]



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

**INDIVIDUAL LIMITED PREMIUM DEFERRED ANNUITY CONTRACT
WITH CREDIT ENHANCEMENT**

Guaranteed Interest Rates
Choice of Guarantee Terms
Optional Rate Advantage Feature
Annuities Payable in Fixed Dollar Amounts
Death Benefit Amount Payable Before Annuity Date
Multiple Annuity Payout Options
Waiver of Withdrawal Charges in Certain Cases
Non-Participating – No Dividends Are Payable



PACIFIC LIFE

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

[Pacific Expedition]

*Individual Limited Premium
 Deferred Annuity Application*

NOTE: This application may only be used in the following states: AR, CT, DE, DC, MT, ND, SD.

1. ANNUITANT(S) *Must be an individual. Check product guidelines for maximum issue age.*

Name (First, Middle, Last) John, James, Doe		Birth Date (mo/day/yr) 01/01/1950	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Mailing Address 123 Any Street	City, State, ZIP Anytown, CA, 12345		SSN 123-45-6789
Residential Address (if different than mailing address)	City, State, ZIP		
Solicited at: State _____	<i>Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract and registered representative/producer appointment purposes.</i>		

ADDITIONAL ANNUITANT *Optional. Not applicable for qualified contracts. Check One:* Joint Contingent

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP		SSN
Residential Address (if different than mailing address)	City, State, ZIP		

2. OWNER(S) *If annuitant and owner are the same, do not complete this section. Check product guidelines for maximum issue age.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP		SSN/TIN
Residential Address (if different than mailing address)	City, State, ZIP		

ADDITIONAL OWNER *Optional. Not applicable for qualified contracts.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP		SSN
Residential Address (if different than mailing address)	City, State, ZIP		

2A. RATE ADVANTAGE FEATURE

YES NO – Default is NO if neither box is checked.

NOTE – election of this Feature may result in a lower Initial Guaranteed Rate for your Contract than had you not elected this Feature.

3. ELECTRONIC INFORMATION CONSENT



E-Mail address: _____

By providing the e-mail address above, I consent to receive documents and notices applicable to my contract, including but not limited to reports, statements, immediate confirmations, privacy notice and other notices, and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. I will continue to receive paper copies of annual statements if required by state or federal law. Not all contract documentation and notifications may be currently available in electronic format. I consent to receive in electronic format any documents added in the future. For jointly owned contracts, both owners are consenting to receive information electronically.

I confirm that I have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and ability to read and retain it. I understand that:

- There is no charge for electronic delivery, although my Internet provider may charge for Internet access.
- I must provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes.
- I must update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life.
- I may request a paper copy of the information at any time for no charge, even though I consented to electronic delivery, or if I decide to revoke my consent.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically (Only the primary owner will receive e-mail notices).
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until I revoke it.

Pacific Life is not required to deliver this information electronically and may discontinue electronic delivery in whole or in part at any time. Please call (800) 722-4448 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address.

4. TELEPHONE/ELECTRONIC AUTHORIZATION

Yes

As the owner, I will receive this privilege automatically.

If a contract has joint owners, each owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing Pacific Life to act on telephone or electronic instructions from any other person(s) who can furnish proper identification. Pacific Life will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost.

5. HOUSEHOLDING By signing this application I consent to Pacific Life mailing one copy of contract owner documents to multiple contract owners who share the same household address. Such documents will include announcements and reports, but will not include contract-specific information such as transaction confirmations and statements. This service, known as "householding," reduces expenses, environmental waste, and the volume of mail I receive. If I do not wish to participate in this service and prefer to receive my own contract owner documents, I have checked the box below.

I elect **NOT** to participate in householding.

6. BENEFICIARIES If a beneficiary classification is not indicated, the class for that beneficiary will be primary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified. For contracts owned by a non-individual custodian (including IRAs, 457, and qualified plans) or other non-natural owners, the beneficiary must be the owner listed on the application. Use Section 11, Special Requests, to provide additional beneficiary information.

Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %

7. CONTRACT TYPE *Select ONE.*

<input checked="" type="checkbox"/> Non-Qualified ^{1,2}	<input type="checkbox"/> SIMPLE IRA ³	<input type="checkbox"/> Roth IRA ⁶	<input type="checkbox"/> 401(a) ⁵	<input type="checkbox"/> 457(b)-gov't. entity ⁵	<input type="checkbox"/> Keogh/HR-10 ⁵
<input type="checkbox"/> IRA ⁶	<input type="checkbox"/> SEP-IRA	<input type="checkbox"/> TSA/403(b) ⁴	<input type="checkbox"/> 401(k) ⁵	<input type="checkbox"/> 457(b)-501(c) tax exempt ⁵	

¹For trust-owned contracts, complete Trustee Certification and Disclosure form. ²For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. ³ Complete SIMPLE IRA Employer Information. ⁴Complete TSA Certification. ⁵Complete Qualified Plan and 457(b) Plan Disclosure. ⁶For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification form]

8. PURCHASE PAYMENT INITIAL AMOUNT *[Make check payable to Pacific Life Insurance Company.]*

8A. NON-QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial payment.

<input type="checkbox"/> 1035 exchange(s)/estimated transfer....	\$ _____
<input checked="" type="checkbox"/> Amount enclosed	\$ <u>25,000</u>

8B. QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial payment.

<input type="checkbox"/> Transfer	\$ _____
<input type="checkbox"/> Rollover	\$ _____

9. GUARANTEE TERM *Select ONE*

Note: Not all Guarantee Terms may be available. Contact Pacific Life for available Guarantee Terms and rates.

CHECK ONE <input checked="" type="checkbox"/> 5 Year Guarantee Term <input type="checkbox"/> 7 Year Guarantee Term

10. REPLACEMENT

10A. EXISTING INSURANCE

CHECK ONE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--

Do you have any existing life insurance or annuity contracts with this or any other company?
(Default is "Yes" if neither box is checked.)

10B. REPLACEMENT

CHECK ONE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--

Will the purchase of this annuity result in the replacement, termination, or change in value of any existing life insurance or annuity in this or any other company? If "Yes," provide the information below for each policy or contract being replaced and attach any required state replacement and/or 1035 exchange/transfer forms.

Insurance Company Name	Policy or Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity
Insurance Company Name	Policy or Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity

11. SPECIAL REQUESTS *If additional space is needed, attach a letter signed and dated by the owner(s).*

12. FRAUD NOTICE

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

13. STATEMENT OF OWNER(S) I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth, Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer. I understand that failure to provide this information could result in the annuity contract not being issued, delayed or unprocessed transactions, or annuity contract termination. I, the owner(s), understand that I have applied for a deferred annuity contract ("contract") issued by Pacific Life Insurance Company ("company"). After reviewing my financial background with my registered representative/producer, I believe this contract, including the benefits of its insurance features, will meet my financial objectives based in part upon my age, income, net worth, and tax status, and any existing investments, annuities, or other insurance products I own. If applicable, I considered the appropriateness of full or partial replacement of any existing life insurance or annuity. I also considered my liquidity needs, risk tolerance, and investment time horizon when selecting guarantee terms. I have discussed all withdrawal charges for this contract with my registered representative/producer.

If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the registered representative/producer the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct. All answers to questions and statements made on this application are to the best of my knowledge and belief.

Owner's Signature  <i>John James Doe</i>	Date (mo/day/yr)  01/01/2011	Signed at: City  Anytown	State  C A
Joint Owner's Signature (if applicable) 	Date (mo/day/yr) 		

14. REGISTERED REPRESENTATIVE'S/PRODUCER'S STATEMENT

14A.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have any reason to believe that the applicant has any existing life insurance policies or annuity contracts? (Default is "Yes" if neither box is checked.)
14B.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued? If "Yes," I affirm that I have referred the applicant to the replacement question in Section 10B of this application.

I hereby certify that I have used only Pacific Life's approved sales material in connection with this sale and that copies of all sales materials used were left with the applicant. Any insurer-approved electronically presented sales materials will be provided in printed form to the applicant no later than at the time of the policy or contract delivery. I further certify that I have discussed the appropriateness of replacement and followed Pacific Life's written replacement guidelines.

I have explained to the owner(s) how the annuity will meet their insurable needs and financial objectives.

I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner, as applicable, including age, income, net worth, and tax status, and any existing investments and insurance program.

I further certify that I have also considered the owner's liquidity needs, risk tolerance, and time horizon; that I followed suitability guidelines in both the recommendation of this annuity and the choice of guarantee terms; and that this application is subject to review for suitability.

I further certify that I have truly and accurately recorded on the application the information provided to me by the applicant.

If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

I further certify that, prior to soliciting the contract applied for, I have completed all state mandated annuity, insurance, and/or product training and agree to provide documentation of such completion upon request by Pacific Life.

Soliciting Registered Representative's/Producer's Signature  <i>Cindy Brown</i>	Print Registered Representative's/Producer's Full Name Cindy Brown	[Option <input checked="" type="checkbox"/> A <input type="checkbox"/> B]
Registered Representative's/Producer's Telephone Number (123) 456-7890	Registered Representative's/Producer's E-Mail Address cbrown@internet.net	
Broker/Dealer's Name ACB Broker Dealer	Brokerage Account Number (optional)	

[Send completed application as follows:

APPLICATION WITH PAYMENT:

Regular Mail Delivery: P.O. Box 2290, Omaha, NE 68103-2290

Express Mail Delivery: 1299 Farnam Street, 6th Floor, RSD, Omaha, NE 68102

APPLICATION WITHOUT PAYMENT:

Regular Mail Delivery: P.O. Box 2378, Omaha, NE 68103-2378

Express Mail Delivery: 1299 Farnam Street, 6th Floor, RSD, Omaha, NE 68102

SERFF Tracking Number: PACL-128046408 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number:
 Company Tracking Number: 30-1229
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.004 Modified Single Premium
 Variable and Variable
 Product Name: Ind Limited Prem Def Annuity Contract & Application
 Project Name/Number: Ind Limited Prem Def Annuity Contract & Application/30-1299

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: 1129Arkansas.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: This filing includes the applicable application, a new form, as part of the Forms submitted.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachment: National 30 1229 Actuarial Memo.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: SV1229.pdf		

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

STATE OF ARKANSAS

CERTIFICATION OF READABILITY

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

Form Number	Score
30-1229	50.9
30-1229-R	
25-1229	



Company Officer

Nancy A. Hill

Name

Assistant Vice President, Compliance

Title

2/1/12

Date

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

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

Form Numbers

Form Description

30-1229

Individual Limited Premium Deferred Annuity Contract

30-1229-R

Individual Limited Premium Deferred Annuity Contract

25-1229

Individual Limited Premium Deferred Annuity Application

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

2/1/12
Date

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

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Numbers</u>	<u>Form Description</u>
30-1229	Individual Limited Premium Deferred Annuity Contract
30-1229-R	Individual Limited Premium Deferred Annuity Contract
25-1229	Individual Limited Premium Deferred Annuity Application

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



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

2/1/12
Date

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 30-1229; 30-1229-R; 25-1229

We hereby certify that this form is in compliance with Regulation 34, Section 6 - Valuation and Section 7 - Nonforfeiture. In no case shall the reserves, under this policy, be less than the actual Cash Surrender Values provided for under the policy contract.



Company Officer

Jonathan Wallentine, FSA, MAAA

Name

Director of Product Pricing

Title

2/1/12

Date

STATEMENT OF VARIABILITY

Form Number	Form Description
30-1229	Individual Limited Premium Deferred Annuity Contract
30-1229-R	Individual Limited Premium Deferred Annuity Contract
25-1229	Individual Deferred Annuity Application

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced contract and application forms. Any changes within these areas will be administered in accordance with the requirements in your State.

Individual Limited Premium Deferred Annuity Contract Form Nos. 30-1229 and 30-1229-R

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
Cover & Back Page	Company address and phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
Cover Page	Right to Cancel [20/30] days, refund amount [Contract Value/Purchase Payment]	<p>The following Right to Cancel language will be displayed for the applicable contract purchase situations:</p> <p><u>Non-replacement purchases:</u> You may return this Contract within twenty (20) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Purchase Payments, less any Credit Enhancements applied to the Contract.</p> <p><u>Replacement purchases:</u> You may return this Contract within thirty (30) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Purchase Payments, less any Credit Enhancements applied to the.</p> <p>If this time period is changed by your State, the appropriate time period will be shown. Additionally, if the refund amount is changed by your State, the appropriate amount (i.e. Purchase Payment or Contract Value) will be shown.</p>
Cover Page	Officer signatures and titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.
3A	Contract Number, Contract Date, Contract Type, Initial Purchase Payment, Owner(s), Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date	Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application.
3A	Minimum Purchase Payment Amount [\$25,000]	Current minimum purchase payment amount is shown. Any change in this amount will be displayed. The range for the minimum purchase payment amount is \$5,000 to \$100,000.
3A	Maximum Purchase Payment Amount [\$1,000,000]	Current maximum purchase payment amount is shown. Any change in this amount will be displayed. The range for the maximum purchase payment amount is \$500,000 to \$10,000,000.
3A	Misstatement of Age and/or Sex Interest Rate: [1.5%] per year	The interest rate percentage applicable to the Misstatement of Age and/or Sex provision will be displayed. The rate will range from 0% to 10%. If a different amount is required by your state insurance department, that percentage will be shown accordingly.
3A	Annuitization Basis of Computations Interest Rate: [1.50%]	The interest rate percentage applicable to the Basis of Computations provision will be displayed. The rate will range from 0.05% to 10%. If a different amount is required by your state insurance department, that percentage will be shown accordingly.
3A	Initial Guarantee Term	The Guarantee Term chosen by the Contract Owner will be displayed. The current Guarantee Terms available are 5 and 7 year terms.
3A	Minimum Guaranteed Interest Rate for the Initial Guarantee Term	The Minimum Guaranteed Interest Rate that is in effect for each specific Contract will be displayed. The range of the Minimum Guaranteed Interest Rate for the Initial Guarantee Term is between .10%-3%. This Minimum Guaranteed Interest Rate will be in effect for the Initial Guarantee Term.
3A	Minimum Guaranteed Interest Rate	The range of the Minimum Guaranteed Interest Rate after the Initial Guarantee Term

	after the Initial Guarantee Term	is between 1%-3%. This Minimum Guaranteed Interest Rate will be in effect after the end of the Initial Guarantee Term and will remain in effect for the remainder of the life of the Contract.
3A	Credit Enhancement	The current Credit Enhancement percentage that is in effect for each specific Contract will be displayed. The range for the Credit Enhancement percentage is .25%-2%.
3A	Maximum Guaranteed Rate (for Form No. 30-1229-R only)	The Maximum Adjusted Guaranteed Rate will vary with the Guarantee Term chosen.
3A	Surrender Charges	The Surrender Charges will vary with the Guarantee Term Chosen.
3B	Service Center address	Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown.
3B	Toll-Free Numbers and Hours of Operation	Current toll-free numbers and hours of information are shown. Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.

Individual Deferred Annuity Application Form No. 25-1229

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Product Marketing Name	The name of the product applied for will be displayed.
1	Company Addresses and Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1-5	Barcode and Date	Barcodes will be assigned to this form as necessary and will change from time to time. The most current barcode revision date will be displayed to the left of the barcode.
3	Section 7 - Contract Type – Non-qualified, IRA, SIMPLE IRA, SEP-IRA, Roth IRA, Individual(k), 401(a), 401(k), 457(b), 457(b)-501(c), Keogh/HR-10.	The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.
3	Section 7 - Contract Type – ¹ For trust-owned contracts, complete Trustee Certification and Disclosure. ² For non-qualified contracts, if Owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. ³ For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. ⁴ Complete SIMPLE IRA Employer Information. ⁵ Complete Qualified Plan and 457(b) Plan Disclosure. ⁶ Complete Individual(k) Qualified Plan Disclosure.	The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time.
3	Initial Purchase Payment	The text "Make check payable to Pacific Life Insurance Company" may be removed if we feel it is no longer needed.
5	Section 16 – Mailing Address	Current information shown. In the event of a change in the company address, the new information will be shown.