

SERFF Tracking Number: PACL-128498098 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number:  
Company Tracking Number: 20-1243-1244-1245  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: Riders  
Project Name/Number: Riders/20-1243; 20-1244; 20-1245

## Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Riders

TOI: A03I Individual Annuities - Deferred Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: PACL-128498098 State: Arkansas

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

Co Tr Num: 20-1243-1244-1245

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Maysy Novak, Brian Deleget, Craig Hopkins

Disposition Date: 07/05/2012

Date Submitted: 06/26/2012

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: Riders

Project Number: 20-1243; 20-1244; 20-1245

Requested Filing Mode: Review & Approval

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: 07/05/2012

State Status Changed: 07/05/2012

Deemer Date:

Submitted By: Brian Deleget

Filing Description:

June 25, 2012

Created By: Maysy Novak

Corresponding Filing Tracking Number:

NAIC: 67466

FEIN: 95-107900

To the Insurance Department of the State of Arkansas:

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We are submitting the following variable annuity forms for approval.

Form Number	Form Description
20-1243	Income Access Rider
20-1244	Guaranteed Protection Advantage 3 Rider
20-1245	Guaranteed Protection Advantage 3 Rider

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

#### Income Access Rider (Form 20-1243)

**Summary of Rider Benefits:** If elected by the Owner and subject to the conditions set forth in the rider, the rider allows for withdrawals up to the Protected Payment Amount each Contract Year without any adjustment to the Protected Payment Base, regardless of market performance, until the Remaining Protected Balance equals zero.

**Eligibility:** This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary (if available), provided: (a) the age of each Annuitant is 85 years or younger on the date of purchase; and (b) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

**Annual Charge:** An annual charge (Income Access Charge) for expenses related to this Rider will be deducted from the Investment Options on a proportionate basis relative to the Account Value in each such Investment Option. The Income Access Charge will be deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The current Income Access Charge is equal to 1.00% (not to exceed the maximum annual charge of 1.75%) multiplied by the Contract Value on the day the charge is deducted. The Income Access Charge established on the Rider Effective Date will not change, unless an Automatic Reset or Owner-elected Reset occurs.

#### Guaranteed Protection Advantage 3 Rider (Form 20-1244)

**Summary of Rider Benefits:** If elected by the Owner and subject to the conditions set forth in the rider, we will increase the Contract Value to the Guaranteed Protection Amount (as determined under the Guaranteed Protection Amount provision of this Rider), if at the end of the Term, the Contract Value is less than the Guaranteed Protection Amount.

**Eligibility:** This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided: (a) the age of each Annuitant is 85 years or younger on the date of purchase; and (b) the date of purchase is at least ten (10) years prior to the Annuity Date.

**Annual Charge:** The annual charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in

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effect. The annual charge is equal to 1.20% (not to exceed a maximum annual charge of 1.75%) multiplied by the Guaranteed Protection Amount on the day the charge is deducted.

### Guaranteed Protection Advantage 3 Rider (Form 20-1245)

Summary of Rider Benefits: If elected by the Owner and subject to the conditions set forth in the rider, we will increase the Adjusted Contract Value to the Guaranteed Protection Amount (as determined under the Guaranteed Protection Amount provision of this Rider), if at the end of the Term, the Adjusted Contract Value is less than the Guaranteed Protection Amount. Although similar to form 20-1244, this rider is for use with variable annuity contracts that contain a guaranteed interest option fixed account.

Eligibility: This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided: (a) the age of each Annuitant is 85 years or younger on the date of purchase; and (b) the date of purchase is at least ten (10) years prior to the Annuity Date.

Annual Charge: The annual charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The annual charge is equal to 1.20% (not to exceed a maximum annual charge of 1.75%) multiplied by the Guaranteed Protection Amount on the day the charge is deducted.

When approved, these riders will be available to new and in-force contract owners of the individual variable annuity contract forms listed below, as well as any future variable annuity contract that may be approved prospectively by the Department.

#### Form Date Approved SERFF Tracking No.

10-10300 11/25/02

10-1107 1/31/06 USPH-6L4R2B106

10-1128 1/12/06 USPH-6K8MUR948

10-1130 9/15/06 USPH-6T8LDL846

10-1170 9/28/09 PACL-126272908

10-1185 8/4/10 PACL-126708889

10-1185-L 8/4/10 PACL-126708889

10-1212 8/29/11 PACL-127345107

10-1221 6/24/11 PACL-127245848

10-1225 1/25/12 PACL-127859501

10-17800 4/4/03 USPH-5L3VPU266

\* 10-1100 5/30/03 USPH-5MKLVB931

\* 10-1101 6/20/03 USPH-5NMUA7895

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\* 10-1108 4/14/04 USPH-5XUQHZ984  
\* 10-1116 10/21/04 USPH-65WSVW597  
\* 10-1136 4/24/07 PACL-125155469  
\* 10-1143 3/13/08 PACL-125512296  
\* 10-1180 8/16/10 PACL-126746555  
\* 10-12600 12/28/99 N/A  
\* 10-13000 11/13/00 N/A  
\* 10-13100 11/13/00 N/A  
\* 10-13200 11/27/00 N/A  
\* 10-16700 1/10/02 N/A  
\* 90-53 7/6/90 N/A  
\* 95-01 12/22/95 N/A  
\* PORT-96 11/27/96 N/A  
\* PV9808 8/11/98 N/A  
\* PV9808-2 1/26/00 N/A

\*Sales of this form have been discontinued. The rider will be available to in-force Contract Owners only.

The forms submitted:

- are exempt from flesch score readability requirements as it is a security subject to federal jurisdiction;
- will be filed with the Securities and Exchange Commission; and
- are in final print and subject to only minor modification in paper size, stock, ink, border, Company logo, and adaptation to electronic media or computer printing. Any minor typographical errors identified after filing and approval will be corrected accordingly.

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 1-800-722-2233 ext. 7262.

Sincerely,

J. Brian Deleget, MBA  
Director, Compliance  
Product Compliance  
Email: amfproduct.filing@pacificlife.com

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 Project Name/Number: Riders/20-1243; 20-1244; 20-1245  
 800-722-2333 ext. 7262

State Narrative:

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$150.00  
 Retaliatory? No  
 Fee Explanation: 3 x 50 = 150.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$150.00	06/26/2012	60434222

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Company Tracking Number: 20-1243-1244-1245  
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
Product Name: Riders  
Project Name/Number: Riders/20-1243; 20-1244; 20-1245

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/05/2012	07/05/2012

*SERFF Tracking Number:* PACL-128498098      *State:* Arkansas  
*Filing Company:* Pacific Life Insurance Company      *State Tracking Number:*  
*Company Tracking Number:* 20-1243-1244-1245  
*TOI:* A031 Individual Annuities - Deferred Variable      *Sub-TOI:* A031.002 Flexible Premium  
*Product Name:* Riders  
*Project Name/Number:* Riders/20-1243; 20-1244; 20-1245

## **Disposition**

Disposition Date: 07/05/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Product Name: Riders  
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Certifications	Yes	Yes
Supporting Document	Statement of Variability	Yes	Yes
Form	Income Access Rider	Yes	Yes
Form	GPA3 Rider	Yes	Yes
Form	GPA3 Rider	Yes	Yes

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## Form Schedule

### Lead Form Number: 20-1243

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	20-1243	Policy/Cont Income Access Rider Initial ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider			0.000	20-1243.pdf
	20-1244	Policy/Cont GPA3 Rider ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	20-1244.pdf
	20-1245	Policy/Cont GPA3 Rider ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	20-1245.pdf



*Use our toll-free telephone number shown above to present inquiries or obtain information about your coverage, and for us to provide assistance in resolving complaints.*

## INCOME ACCESS RIDER

**Pacific Life Insurance Company**, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

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

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## **RIDER SPECIFICATIONS**

**Rider Effective Date:** [Date]

**Withdrawal Percentage:** 7.0%

**Annual Charge Percentage:** [1.00%]

**Maximum Annual Charge Percentage:** 1.75%

The initial annual charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the annual charge percentage, subject to the maximum annual charge percentage applicable to this Rider. For a complete description of the charges and deductions shown above, refer to the **Income Access Charge** provision of this Rider.

Please refer to the Appendix A attached to this rider for more information regarding investment allocation requirements.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider each Contract Year without causing recalculation of the Protected Payment Base. The Protected Payment Amount is an annual amount equal to the lesser of Remaining Protected Balance, or the withdrawal percentage specified in the Rider Specifications multiplied by the Protected Payment Base at the beginning of each Contract Year. The Protected Payment Amount for a Contract Year is determined at the beginning of that Contract Year and will remain unchanged throughout that Contract Year.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. Initially, this amount is equal to the Initial Purchase Payment, if this Rider is effective on the Contract Date; or the Contract Value, if this Rider is effective on a Contract Anniversary. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. **THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.**

**Remaining Protected Balance** – The amount available for future withdrawals made under this Rider.

**Reset** – An increase or decrease in the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value, determined as of a Reset Date.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Income Access** – You have purchased an Income Access Rider. Subject to the terms and conditions described herein, this Rider allows for:

- (a) withdrawals up to the Protected Payment Amount each Contract Year without any adjustment to the Protected Payment Base, regardless of market performance, until the Remaining Protected Balance equals zero; and
- (b) withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein.
- (c) provides for annual Automatic Resets or Owner-Elected Resets of the Protected Payment Base and Remaining Protected Balance.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary (if available), provided: (a) the age of each Annuitant is [85] years or younger on the date of purchase; and (b) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider. Please refer to the Appendix A attached to this Rider.

**Income Access Charge** – An annual charge (Income Access Charge) for expenses related to this Rider will be deducted from the Investment Options on a proportionate basis relative to the Account Value in each such Investment Option. The Income Access Charge will be deducted, in arrears, on each Contract Anniversary that this Rider remains in effect.

The Income Access Charge is equal to the annual charge percentage stated in the Rider Specifications (not to exceed the maximum annual charge percentage stated in the Rider Specifications) multiplied by

the Contract Value on the day the charge is deducted. The Income Access Charge established on the Rider Effective Date will not change, unless an Automatic Reset or Owner-elected Reset occurs.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of an Owner or death of the sole surviving Annuitant, we will prorate the charge. The prorated amount will be based on the Contract Value as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or death of the sole surviving Annuitant, any charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- upon full annuitization of the Contract;
- after the Contract Value is zero.

Any portion of the Income Access Charge we deduct from any of our fixed-rate General Account options (if available under the Contract) will not be greater than the annual interest credited in excess of the option's minimum guaranteed interest rate.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any Automatic Reset or Owner-Elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the Rider Specifications.

If the Protected Payment Base and Remaining Protected Balance are never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Determining Initial Values** – The Protected Payment Base, Remaining Protected Balance and Protected Payment Amount are initially set on the Rider Effective Date.

If this Rider is effective on the Contract Date, the Protected Payment Base and Remaining Protected Balance are set equal to the Initial Purchase Payment.

If this Rider is effective on a Contract Anniversary, the Protected Payment Base and Remaining Protected Balance are set equal to the Contract Value on that Contract Anniversary.

The Protected Payment Amount on the Rider Effective Date is set equal to the withdrawal percentage specified in the Rider Specifications multiplied by the Protected Payment Base.

Once set, the Protected Payment Base and Protected Payment Amount will remain unchanged, provided no subsequent Purchase Payments are received after the Rider Effective Date, the total amount withdrawn each Contract Year does not exceed the Protected Payment Amount, and the Remaining Protected Balance is greater than the withdrawal percentage specified in the Rider Specifications multiplied by the Protected Payment Base at each Contract Anniversary.

**Subsequent Purchase Payments** – Subsequent Purchase Payments received after the Rider Effective Date will result in an adjustment to the Protected Payment Base, Remaining Protected Balance, and Protected Payment Amount.

Immediately following receipt of a Purchase Payment, we will increase the Protected Payment Base and Remaining Protected Balance by the amount of the Purchase Payment. The Protected Payment Amount will remain unchanged until the Contract Anniversary following receipt of the Purchase Payment, when the Protected Payment Amount for the new Contract Year is determined.

**Limitation on Subsequent Purchase Payments** – For purposes of this Rider, in no event may any Purchase Payment received on or after the first (1st) Contract Anniversary, measured from the Rider

Effective Date, result in the total of all Purchase Payments received since that Contract Anniversary to exceed \$100,000, without our prior approval.

This provision only applies if the Contract permits Purchase Payments after the first (1st) Contract Anniversary, measured from the Contract Date.

For purposes of this Rider, we reserve the right to restrict subsequent Purchase Payments.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may make cumulative withdrawals up to the Protected Payment Amount each Contract Year without any adjustment to the Protected Payment Base, regardless of market performance, until the Remaining Protected Balance equals zero. Such withdrawals may be taken in a lump sum, in multiple withdrawals or in a series of pre-authorized withdrawals within the Contract Year.

Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year.

If a withdrawal does not cause the total amount withdrawn during the Contract Year to exceed the Protected Payment Amount, the Protected Payment Base will remain unchanged. The Remaining Protected Balance will decrease by the withdrawal amount immediately following the withdrawal.

A withdrawal may not exceed the amount available for withdrawal under the Contract, if such withdrawal would cause the cumulative withdrawals for that Contract Year to exceed the Protected Payment Amount and reduce the Contract Value to zero.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution (“RMD”)** provision of this Rider, if a withdrawal causes the total amount withdrawn during the Contract Year to exceed the Protected Payment Amount, we will reduce the Protected Payment Base and Remaining Protected Balance. This adjustment will occur immediately following the withdrawal according to the following calculation:

(a) Determine the excess withdrawal amount (“A”) where A equals X minus Y defined as follows:

X = withdrawal amount.

Y = the greater of:

1. Protected Payment Amount minus cumulative withdrawals prior to the withdrawal; or
2. Zero.

(b) Determine the ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Y);

(c) Determine the new Protected Payment Base which equals the Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B). The Protected Payment Base will never be less than zero;

(d) For each withdrawal taken during the Contract Year, determine the new Remaining Protected Balance which equals the lesser of:

1. (Remaining Protected Balance immediately prior to the withdrawal, adjusted for any prior withdrawals taken during the current Contract Year, minus Y) multiplied by (1 minus B); or
2. The Remaining Protected Balance immediately prior to the withdrawal, adjusted for any prior withdrawals taken during the current Contract Year, minus the total withdrawal amount.

**WITHDRAWALS THAT CAUSE THE TOTAL AMOUNT WITHDRAWN DURING THE CONTRACT YEAR TO EXCEED THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.**

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

The Protected Payment Amount will remain unchanged until the Contract Anniversary following the withdrawal when the Protected Payment Amount for the new Contract Year is determined.

**Withdrawals to Satisfy Required Minimum Distribution (“RMD”)** – No adjustment will be made to the Protected Payment Base if withdrawals made under this Rider exceed the Protected Payment Amount established for the Contract Year, provided that such withdrawals (herein referred to as “RMD withdrawals”) are for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- you have authorized us to calculate and make periodic distribution of the annual RMD amount for the Calendar Year required based on the payment frequency you have chosen;
- the annual RMD amount is based on the previous year-end Contract Value of this Contract only; and
- no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

Each RMD withdrawal will decrease the Remaining Protected Balance by the amount withdrawn immediately following the RMD withdrawal. The Protected Payment Amount will remain unchanged until the Contract Anniversary following the RMD withdrawal when the Protected Payment Amount for the new Contract Year is determined.

**Depletion of Contract Value** – If, immediately after a withdrawal: (a) the cumulative withdrawals (including RMD withdrawals) for that Contract Year do not exceed the Protected Payment Amount; and (b) the Contract Value is reduced to zero, the following will apply:

- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually, until the Remaining Protected Balance is reduced to zero;
- no additional Purchase Payments will be accepted under the Contract;
- any Remaining Protected Balance will not be available for payment in a lump sum or may not be applied to provide payments under an Annuity Option; and
- the Contract will cease to provide any death benefit.

If the Owner or sole surviving Annuitant dies and the Contract Value is zero as of the date of death, any Remaining Protected Balance will be paid to the designated Beneficiary under the series of pre-authorized withdrawals and payment frequency then in effect at the time of the Owner’s or sole surviving Annuitant’s death.

**Automatic Reset** – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base and Remaining Protected Balance if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base and Remaining Protected Balance will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic Reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic Reset.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Remaining Protected Balance, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the automatic Reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the Reset is effective.

Any future automatic Resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future automatic Resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic Resets, you may elect to participate in future automatic Resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this Reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60) days] after the Contract Anniversary on which the Reset is effective. This option may result in a reduction in the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of the Income Access Charge and any future Reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Continuation of Rider if Surviving Spouse Continues Contract** – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue, unless otherwise terminated.

**Termination of Rider** – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day the Remaining Protected Balance is reduced to zero;
- (c) the day of the first death of an Owner or the date of death of the sole surviving Annuitant, except as otherwise provided in the paragraph below;
- (d) the day the Contract is terminated in accordance with the provisions of the Contract, except as otherwise provided in the paragraph below;
- (e) the Annuity Date; or
- (f) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that causes the total amount withdrawn during the Contract year to exceed the Protected Payment Amount.

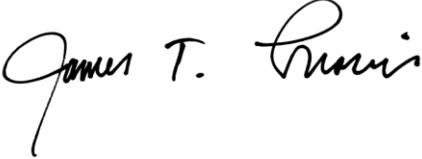
This Rider and the Contract will not terminate under subparagraphs (c) and (d) above, if at the time of these events, the Contract Value is zero and we are making pre-authorized withdrawals of the Remaining Protected Balance, (see **Depletion of Contract Value** provision of this Rider). In this case, the Rider and the Contract will terminate as described in subparagraph (b) above.

All other terms and conditions of the Contract remain unchanged by this Rider.

**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary ]

## INCOME ACCESS RIDER SAMPLE CALCULATIONS

### For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

**Example #1** – Illustration of the initial values on the Rider Effective Date based on an Initial Purchase Payment of \$100,000.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value After Activity	Protected Payment Base (PPB)	Protected Payment Amount (7% of PPB)	Remaining Protected Balance
1	\$100,000			\$100,000	\$7,000	\$100,000

**Example #2** – Illustration of an additional Purchase Payment received after the Rider Effective Date of but within the same Contract Year and its effect on the Protected Payment Base, Remaining Protected Balance, and Protected Payment Amount.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value After Activity	Protected Payment Base (PPB)	Protected Payment Amount (7% of PPB)	Remaining Protected Balance
1	\$100,000			\$100,000	\$7,000	\$100,000
Activity (Purchase Payment)	\$20,000		\$122,000	\$120,000	\$7,000	\$120,000
2	Prior to Automatic Reset		\$122,000	\$120,000	\$8,400	\$120,000
2	After Automatic Reset		\$122,000	\$122,000	\$8,540	\$122,000

- *Since a subsequent purchase payment of \$20,000 was made in the first Contract Year, the Protected Payment Base and Remaining Protected Balance are increased by the amount of the Purchase Payment.*
- *Because at the Beginning of Contract Year 2, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (see balances at Beginning of Contract Year 2 – Prior to Automatic Reset), an automatic reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (see balances Beginning of Contract Year 2 – After Automatic Reset). As a result, the Protected Payment Amount is equal to \$8,540 (7% of the reset Protected Payment Base).*

**Example #3** – Illustration of cumulative withdrawals during the second Contract Year not exceeding the Protected Payment Amount established for that Contract Year.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value After Activity	Protected Payment Base (PPB)	Protected Payment Amount (7% of PPB)	Remaining Protected Balance
1	\$100,000			\$100,000	\$7,000	\$100,000
Activity (Purchase Payment)	\$20,000		\$122,000	\$120,000	\$7,000	\$120,000
2	Prior to Automatic Reset		\$122,000	\$120,000	\$8,400	\$120,000
2	After Automatic Reset		\$122,000	\$122,000	\$8,540	\$122,000
<b>Activity (Withdrawal)</b>		<b>\$8,540</b>	<b>\$117,000</b>	<b>\$122,000</b>	<b>\$8,540</b>	<b>\$113,460</b>
3			\$117,000	\$122,000	\$8,540	\$113,460

- *As the withdrawal during Contract Year 2 did not exceed the Protected Payment Amount (\$8,540), the Protected Payment Base remains unchanged (\$120,000) and the Remaining Protected Balance is reduced by the amount of the withdrawal to \$113,460 (\$122,000 - \$8,540).*

**Example #4** – Illustration of cumulative withdrawals during the third Contract Year exceeding the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base and Remaining Protected Balance.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value After Activity	Protected Payment Base (PPB)	Protected Payment Amount (7% of PPB)	Remaining Protected Balance
1	\$100,000			\$100,000	\$7,000	\$100,000
Activity (Purchase Payment)	\$20,000		\$122,000	\$120,000	\$7,000	\$120,000
2	Prior to Automatic Reset		\$122,000	\$120,000	\$8,400	\$120,000
2	After Automatic Reset		\$122,000	\$122,000	\$8,540	\$122,000
Activity (Withdrawal)		\$8,540	\$117,000	\$122,000	\$8,540	\$113,460
3			\$117,000	\$122,000	\$8,540	\$113,460
<b>Activity (Withdrawal)</b>		<b>\$8,540</b>	<b>\$107,000</b>	<b>\$122,000</b>	<b>\$8,540</b>	<b>\$104,920</b>
<b>Activity (Withdrawal)</b>		<b>\$5,000</b>	<b>\$94,000</b>	<b>\$115,839</b>	<b>\$8,540</b>	<b>\$99,621</b>
4			\$94,000	\$115,839	\$8,108	\$99,621

- *Due to the cumulative withdrawals made in Contract Year 3 that exceeded the Protected Payment Amount, the Protected Payment Base is reduced to \$115,839 and the Remaining Protected Balance is reduced to \$99,621. They are determined as follows:*
  - $A = \$5,000 = (\$5,000 - \$0)$
  - $B = 0.0505 = (\$5,000 / (\$99,000 - \$0))$
  - $\text{Protected Payment Base} = \$115,839 = \$122,000 \times (1 - 0.0505)$
  - $\text{Remaining Protected Balance} = \$99,621 = \text{lesser of:}$ 
    - $\$99,621 = (\$104,920 - \$0) \times (1 - 0.0505); \text{ or}$
    - $\$99,920 = (\$104,920 - \$5,000)$
- *At the Beginning of Contract Year 4, the Protected Payment Amount is reset to \$8,108 (7% x \$115,839).*

## APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

**Investment Allocation Requirements** – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider. You may allocate your Contract Value according to the following requirements:

**Asset Allocation Strategies** – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth  
**Pacific Dynamix** Moderate Growth  
**Portfolio Optimization** Conservative  
**Portfolio Optimization** Moderate-Conservative  
**Portfolio Optimization** Moderate  
**American Funds**<sup>®</sup> Asset Allocation  
**BlackRock** Global Allocation V.I. Fund  
**Fidelity** VIP FundsManager<sup>®</sup> 60%  
**First Trust** /Dow Jones Dividend & Income Allocation Portfolio  
**GE Investments** Total Return Fund  
**Invesco** V.I. Balanced-Risk Allocation Fund  
**MFS** Total Return Series  
**PIMCO** Global Multi-Asset Portfolio ]

Allocations among these strategies must total 100%.

**Purchase Payment Allocations** – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months, if available.

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

**Change of Investment Option Programs** – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

**Termination of Investment Option Programs** – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur.



*Use our toll-free telephone number shown above to present inquiries or obtain information about your coverage, and for us to provide assistance in resolving complaints.*

## GUARANTEED PROTECTION ADVANTAGE 3 RIDER

**Pacific Life Insurance Company**, a stock company, has issued this Rider as a part of the annuity Contract to which it is attached.

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

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## **RIDER SPECIFICATIONS**

**Rider Effective Date:** [Date]

**Annual Charge Percentage:** [1.20%]

**Maximum Annual Charge Percentage:** 1.75%

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of Step-Ups may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Step-Up** – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Contract Value, determined as of a Step-Up Date.

**Step-Up Date** – Any Contract Anniversary beginning with the third (3<sup>rd</sup>) anniversary of the Rider Effective Date on which you elect a Step-Up in the Guaranteed Protection Amount.

**Term** – The ten (10) year period beginning on the Rider Effective Date or on a Step-Up Date, whichever is later.

**Guaranteed Protection Advantage 3** – You have purchased a Guaranteed Protection Advantage 3 Rider. Subject to the terms and conditions described herein, we will increase the Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided:

- (a) the age of each Annuitant is [85] years or younger on the date of purchase; and
- (b) the date of purchase is at least ten (10) years prior to the Annuity Date.

The date of purchase is the Rider Effective Date as shown in the Rider Specifications.

For the Contract Value to be increased to the Guaranteed Protection Amount at the end of the Term, the entire Contract Value must be invested for the entire Term according to the investment allocation requirements applicable to this Rider.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted from the Investment Options on a proportionate basis relative to the Account Value in each such Investment Option. The annual charge percentage and the maximum annual charge percentage are stated in the Contract Specifications.

The annual charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The annual charge is equal to the annual charge percentage (not to exceed the maximum annual charge percentage) multiplied by the Guaranteed Protection Amount on the day the charge is deducted.

The annual charge percentage established on the Rider Effective Date will not change during the Term, unless you elect a Step-Up in the Guaranteed Protection Amount.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of an Owner or death of the sole surviving Annuitant, we will prorate the charge. The prorated amount will be based on the Guaranteed Protection Amount as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or death of the sole surviving Annuitant, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- upon full annuitization of the Contract; or
- after the Contract Value is zero.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

**Change in Annual Charge** – The annual charge percentage may change if you elect a Step-Up in the Guaranteed Protection Amount. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same rider. If we are no longer issuing this rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the Contract Specifications.

If the Guaranteed Protection Amount is never stepped-up, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Guaranteed Protection Amount** – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Contract Value at the start of the Term;
- (b) is 100% of each subsequent Purchase Payment paid to the Contract during the first year of the Term; and
- (c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Contract Value immediately prior to the withdrawal.

For purposes of determining the Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Contract Value is equal to the Initial Purchase Payment; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Contract Value is equal to the Contract Value on that Contract Anniversary or on that Step-Up Date.

**Election of Step-Up in Guaranteed Protection Amount** – You may elect, on any Contract Anniversary beginning with the third (3<sup>rd</sup>) anniversary of the Rider Effective Date and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Contract Value as of the Step-Up Date. The annual charge percentage may change as a result of any step-up in the Guaranteed Protection Amount (see **Change in Annual Charge** provision).

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect: (a) another Step-Up may not be elected until on or after the third (3<sup>rd</sup>) anniversary of the latest Step-Up Date; and (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

We will not permit a Step-Up if the new ten (10) year Term will extend beyond the maximum Annuity Date/Age specified under the Contract.

**Additional Amount** – On the last day of the Term, we will apply an additional amount to the Contract if the Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

**Continuation of Rider if Surviving Spouse Continues Contract** – If the Owner dies during the Term and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

**Termination of Rider** – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

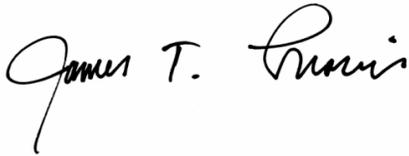
- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day we receive notification from you to terminate this Rider;
- (c) the day of the first death of an Owner or the date of death of the last surviving Annuitant;
- (d) the day the Contract is terminated in accordance with the provisions of the Contract; or
- (e) the Annuity Date.

**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]

## APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

**Investment Allocation Requirements** – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider. You may allocate your Contract Value according to the following requirements:

**Asset Allocation Strategies** – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth  
**Pacific Dynamix** Moderate Growth  
**Portfolio Optimization** Conservative  
**Portfolio Optimization** Moderate-Conservative  
**Portfolio Optimization** Moderate  
**American Funds**<sup>®</sup> Asset Allocation  
**BlackRock** Global Allocation V.I. Fund  
**Fidelity** VIP FundsManager<sup>®</sup> 60%  
**First Trust** /Dow Jones Dividend & Income Allocation Portfolio  
**GE Investments** Total Return Fund  
**Invesco** V.I. Balanced-Risk Allocation Fund  
**MFS** Total Return Series  
**PIMCO** Global Multi-Asset Portfolio ]

Allocations among these strategies must total 100%.

**Purchase Payment Allocations** – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

**Change of Investment Option Programs** – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

**Termination of Investment Option Programs** – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur.



*Use our toll-free telephone number shown above to present inquiries or obtain information about your coverage, and for us to provide assistance in resolving complaints.*

## GUARANTEED PROTECTION ADVANTAGE 3 RIDER

**Pacific Life Insurance Company**, a stock company, has issued this Rider as a part of the annuity Contract to which it is attached.

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

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## **RIDER SPECIFICATIONS**

**Rider Effective Date:** [Date]

**Annual Charge Percentage:** [1.20%]

**Maximum Annual Charge Percentage:** 1.75%

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of Step-Ups may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

Please refer to the Appendix A attached to this rider for more information regarding the investment allocation requirements applicable to this rider.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Adjusted Contract Value** – As of the end of any Business Day, the Adjusted Contract Value is equal to the Contract Value, **less** any Guaranteed Interest Option Value.

**Contract Value** – As of the end of any Business Day, the Contract Value is equal to:

- (a) the Variable Account Value; **plus**
- (b) the Fixed Option Value; **plus**
- (c) the DCA Plus Fixed Option Value; **plus**
- (d) the Guaranteed Interest Option Value; **plus**
- (e) the Loan Account Value.

**Step-Up** – An increase in the Guaranteed Protection Amount to an amount equal to 100% of the Adjusted Contract Value, determined as of a Step-Up Date.

**Step-Up Date** – Any Contract Anniversary beginning with the third (3<sup>rd</sup>) anniversary of the Rider Effective Date on which you elect a Step-Up in the Guaranteed Protection Amount.

**Term** – The ten (10) year period beginning on the Rider Effective Date or on a Step-Up Date, whichever is later.

**Guaranteed Protection Advantage 3** – You have purchased a Guaranteed Protection Advantage 3 Rider. Subject to the terms and conditions described herein, we will increase the Adjusted Contract Value to the Guaranteed Protection Amount (as determined under the **Guaranteed Protection Amount** provision of this Rider), if at the end of the Term, the Adjusted Contract Value is less than the Guaranteed Protection Amount.

This Rider may be purchased on the Contract Date or on any subsequent Contract Anniversary, if available, provided:

- (a) the age of each Annuitant is [85] years or younger on the date of purchase; and
- (b) the date of purchase is at least ten (10) years prior to the Annuity Date.

The date of purchase is the Rider Effective Date as shown in the Rider Specifications.

For the Adjusted Contract Value to be increased to the Guaranteed Protection Amount at the end of the Term, the entire Contract Value must be invested for the entire Term according to the investment allocation requirements applicable to this Rider. Please refer to the Appendix A attached to this Rider.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option on a proportionate basis relative to the Account Value in each such Investment Option. The annual charge percentage and the maximum annual charge percentage are stated in the Contract Specifications.

The annual charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The annual charge is equal to the annual charge percentage (not to exceed the maximum annual charge percentage) multiplied by the Guaranteed Protection Amount on the day the charge is deducted.

The annual charge percentage established on the Rider Effective Date will not change during the Term, unless you elect a Step-Up in the Guaranteed Protection Amount.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of an Owner or death of the sole surviving Annuitant, we will prorate the charge. The prorated amount will be based on the Guaranteed Protection Amount as of the day the Rider terminates. Such prorated amount will be

deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or death of the sole surviving Annuitant, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- upon full annuitization of the Contract; or
- after the Contract Value is zero.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

**Change in Annual Charge** – The annual charge percentage may change if you elect a Step-Up in the Guaranteed Protection Amount. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same rider. If we are no longer issuing this rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the Contract Specifications.

If the Guaranteed Protection Amount is never stepped-up, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Guaranteed Protection Amount** – The Guaranteed Protection Amount is equal to (a) **plus** (b) **minus** (c); where:

- (a) is the Adjusted Contract Value at the start of the Term;
- (b) is the amount of each subsequent Purchase Payment received during the first year of the Term and allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; and
- (c) is a pro rata adjustment for withdrawals made from the Variable Investment Options, Fixed Option and/or DCA Plus Fixed Option during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal (including any applicable withdrawal charge) to the Adjusted Contract Value immediately prior to the withdrawal.

For purposes of determining the Adjusted Contract Value at the start of the Term:

- (1) if this Rider is purchased on the Contract Date, the Adjusted Contract Value is equal to the portion of the Initial Purchase Payment allocated to the Variable Investment Options, the Fixed Option and/or the DCA Plus Fixed Option; or
- (2) if this Rider is purchased on a Contract Anniversary or if you elect a Step-Up in the Guaranteed Protection Amount, the Adjusted Contract Value is equal to the Adjusted Contract Value on that Contract Anniversary or on that Step-Up Date.

**Election of Step-Up in Guaranteed Protection Amount** – You may elect, on any Contract Anniversary beginning with the third (3<sup>rd</sup>) anniversary of the Rider Effective Date and before the Annuity Date, to increase the Guaranteed Protection Amount to an amount equal to 100% of the current Adjusted Contract Value as of the Step-Up Date. The annual charge percentage may change as a result of any step-up in the Guaranteed Protection Amount (see **Change in Annual Charge** provision).

Your election of a Step-Up in the Guaranteed Protection Amount must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Step-Up is effective.

Once a Step-Up has been elected and is in effect: (a) another Step-Up may not be elected until on or after the third (3<sup>rd</sup>) anniversary of the latest Step-Up Date; and (b) a new ten (10) year Term will begin effective as of that latest Step-Up Date. We will provide you with written confirmation of your Step-Up election.

We will not permit a Step-Up if the new ten (10) year Term will extend beyond the maximum Annuity Date/Age specified under the Contract.

**Additional Amount** – On the last day of the Term, we will apply an additional amount to the Contract if the Adjusted Contract Value on such day is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Adjusted Contract Value on the last day of the Term and the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs, or a full withdrawal of the amount available for withdrawal is made, the Contract Value will reflect any additional amount as described in this provision, prior to the payment of any annuity, death or full withdrawal benefits.

We will not apply an additional amount if the Adjusted Contract Value on the last day of the Term is greater than the Guaranteed Protection Amount.

**Continuation of Rider if Surviving Spouse Continues Contract** – If the Owner dies during the Term and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of this Rider will continue until the end of the Term.

**Termination of Rider** – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate at the end of the Term or, if earlier, upon the occurrence of one of the following events:

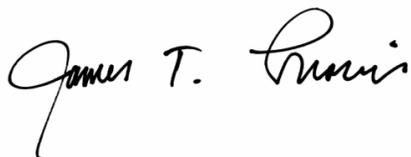
- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day we receive notification from you to terminate this Rider;
- (c) the day of the first death of an Owner or the date of death of the last surviving Annuitant;
- (d) the day the Contract is terminated in accordance with the provisions of the Contract; or
- (e) the Annuity Date.

**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]

## APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider. Details regarding the investment options will be provided to you upon request.

**Investment Allocation Requirements** – The investment allocation requirements of this Rider consist of several different Asset Allocation Strategies, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The Asset Allocation Strategies described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. Asset allocation is the allocation of Purchase Payments or Contract Value among various investment asset classes and involves decisions about which asset classes should be selected and how much of the total Contract Value should be allocated to each asset class. The theory of asset allocation is that diversification among asset classes can help reduce volatility over the long-term. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider. You may allocate your Contract Value according to the following requirements:

**Asset Allocation Strategies** – You may allocate your entire Purchase Payment or Contract Value among any of the allowable Asset Allocation Strategies listed below:

[**Pacific Dynamix** Conservative Growth  
**Pacific Dynamix** Moderate Growth  
**Portfolio Optimization** Conservative  
**Portfolio Optimization** Moderate-Conservative  
**Portfolio Optimization** Moderate  
**American Funds**<sup>®</sup> Asset Allocation  
**BlackRock** Global Allocation V.I. Fund  
**Fidelity** VIP FundsManager<sup>®</sup> 60%  
**First Trust** /Dow Jones Dividend & Income Allocation Portfolio  
**GE Investments** Total Return Fund  
**Invesco** V.I. Balanced-Risk Allocation Fund  
**MFS** Total Return Series  
**PIMCO** Global Multi-Asset Portfolio ]

Allocations among these strategies must total 100%.

**Purchase Payment Allocations** – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

You may also allocate Purchase Payments to any allowable fixed-rate General Account Investment Option (if available under the Contract) only for purposes of dollar cost averaging (the periodic transfer of amounts) to the investment options within your investment option program. However, amounts transferred from any such allowable fixed-rate General Account Investment Option must be made over a period not to exceed [twenty four (24)] months (if available).

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

**Change of Investment Option Programs** – Subject to trading restrictions, you may change your investment options at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment options are best suited to your financial needs, investment time horizon, and are consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment options to reflect such changes.

**Termination of Investment Option Programs** – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs upon the occurrence of any one of the following events:

- (a) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider; or
- (b) you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to any fixed-rate General Account Investment Option (if available under the Contract) that is not an allowable option or an allowable transfer under the program.

We will send you written notice in the event any transaction described in subparagraphs (a) through (b) above occur.

SERFF Tracking Number: PACL-128498098 State: Arkansas  
 Filing Company: Pacific Life Insurance Company State Tracking Number:  
 Company Tracking Number: 20-1243-1244-1245  
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
 Product Name: Riders  
 Project Name/Number: Riders/20-1243; 20-1244; 20-1245

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Flesch Certification		
<b>Bypass Reason:</b> N/A		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> N/A		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo		
<b>Comments:</b>		
<b>Attachments:</b>		
02_Generic; Single Life Rider; 20-1243.pdf		
02_Generic; Single Life Rider; 20-1244.pdf		
02_Generic; Single Life Rider; 20-1245.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Certifications		
<b>Comments:</b>		
<b>Attachment:</b>		
AR Certs R1243-R1244-R1245.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		

*SERFF Tracking Number:* PACL-128498098      *State:* Arkansas  
*Filing Company:* Pacific Life Insurance Company      *State Tracking Number:*  
*Company Tracking Number:* 20-1243-1244-1245  
*TOI:* A031 Individual Annuities - Deferred Variable      *Sub-TOI:* A031.002 Flexible Premium  
*Product Name:* Riders  
*Project Name/Number:* Riders/20-1243; 20-1244; 20-1245

**Attachment:**

Generic SOV for R1243-R1244-R1245.pdf

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number</u>	<u>Form Description</u>
20-1243	Income Access Rider
20-1244	Guaranteed Protection Advantage 3 Rider
20-1245	Guaranteed Protection Advantage 3 Rider

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

6/25/12  
\_\_\_\_\_  
Date

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number</u>	<u>Form Description</u>
20-1243	Income Access Rider
20-1244	Guaranteed Protection Advantage 3 Rider
20-1245	Guaranteed Protection Advantage 3 Rider

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

\_\_\_\_\_  
6/25/12  
Date

# PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

## STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
20-1243	Income Access Rider
20-1244	Guaranteed Protection Advantage 3 Rider
20-1245	Guaranteed Protection Advantage 3 Rider

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

### 20-1243 Income Access Rider

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address and/or toll-free telephone numbers, the new information will be shown accordingly.
2	Rider Effective Date	The Rider Effective Date is either the Contract Date for new issues or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 1.00%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.75%.
3	Income Access	The maximum annuitant age to purchase this rider may change for future issues of this rider. The range is between 55 and 85 years old.
6-7	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
7	Owner-Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may elect a reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
12	Asset Allocation Strategies	The available variable investment options for use with this rider will be shown here. From time to time, we may add, change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract.
13	Purchase Payment Allocations	The number of months in which transfers from allowable fixed-rate General Account Investment Options may change in the future. The range is between 6 and 24 months.

**20-1244 Guaranteed Protection Advantage 3 Rider**

<b>Page No.</b>	<b>Bracketed (Variable) Text</b>	<b>Explanation of Variability/Range of Variables</b>
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address and/or toll-free telephone numbers, the new information will be shown accordingly.
2	Rider Effective Date	The Rider Effective Date is either the Contract Date for new issues or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 1.20%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.75%.
3	Guaranteed Protection Advantage 3	The maximum annuitant age to purchase this rider may change for future issues of this rider. The range is between 55 and 85 years old.
4	Election of Step-Up in Guaranteed protection Amount	The number of days following a Contract Anniversary during which an Owner may Step-Up the Guaranteed Protection Amount for the above referenced rider may change in the future. The range will be between 30 and 90 days.
5	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
6	Asset Allocation Strategies	The available variable investment options available for use with this rider will be shown here. From time to time, we may add, change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract.
7	Purchase Payment Allocations	The number of months in which transfers from allowable fixed-rate General Account Investment Options may change in the future. The range is between 6 and 24 months.

## **20-1245 Guaranteed Protection Advantage 3 Rider**

<b>Page No.</b>	<b>Bracketed (Variable) Text</b>	<b>Explanation of Variability/Range of Variables</b>
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address and/or toll-free telephone numbers, the new information will be shown accordingly.
2	Rider Effective Date	The Rider Effective Date is either the Contract Date for new issues or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 1.20%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.75%.
3	Guaranteed Protection Advantage 3	The maximum annuitant age to purchase this rider may change for future issues of this rider. The range is between 55 and 85 years old.
4-5	Election of Step-Up in Guaranteed protection Amount	The number of days following a Contract Anniversary during which an Owner may Step-Up the Guaranteed Protection Amount for the above referenced rider may change in the future. The range will be between 30 and 90 days.
5	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
6	Asset Allocation Strategies	The available variable investment options available for use with this rider will be shown here. From time to time, we may add, change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract.
7	Purchase Payment Allocations	The number of months in which transfers from allowable fixed-rate General Account Investment Options may change in the future. The range is between 6 and 24 months.

Except as otherwise described above, no other variable items appear within the riders.

### **Company Contact Person**

For inquires regarding this Statement of Variability, please contact:

Brian Deleget, MBA  
Director, Compliance  
Email: [amfproduct.filing@pacificlife.com](mailto:amfproduct.filing@pacificlife.com)  
Toll Free: 800-722-2333 ext. 7262  
Fax: 949-219-0579

**Date Prepared: June 25, 2012**